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May 22-23, 2019
Austin, Texas

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MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held on February 26-27, 2019; and special called meetings held on February 13, 2019, March 8, 2019, and April 2, 2019

2. Resolution - U. T. System Board of Regents: Adoption of resolution regarding the list of Key Management Personnel authorized to negotiate, execute, and administer classified government contracts (Managerial Group) to reflect names of new Regents and to reflect election of new officers of the Board

To comply with the Department of Defense National Industrial Security Program Operating Manual (NISPOM) requirements, it is recommended that the Board of Regents approve the revised resolution set forth below regarding exclusion of individuals from the list of Key Management Personnel (KMP) authorized to negotiate, execute, and administer classified government contracts. The revision reflects the names of the new Regents, effective April 25, 2019, and election of new officers of the Board.

A Resolution amending the Managerial Group list was last adopted by the Board of Regents on November 15, 2018.

NISPOM defines KMP as "officers, directors, partners, regents, or trustees." The Manual requires that the Senior Management Official (SMO), Facility Security Officer (FSO), and the Insider Threat Program Senior Official (ITPSO) must always be designated as part of the Managerial Group and be cleared at the level of the Facility Clearance. Other officials or KMPs, as determined by the Defense Security Service, must be granted Personal Security Clearances or be formally excluded by name from access to classified material.

RESOLUTION

BE IT RESOLVED:

- a. That those persons occupying the following positions at The University of Texas System and The University of Texas at Austin shall be known as the Managerial Group, having the authority and responsibility for the negotiation, execution, and administration of Department of Defense (DoD) or User Agency contracts, as described in DoD 5220.22-M, "National Industrial Security Program Operating Manual" (NISPOM):

James B. Milliken, J.D., Chancellor, The University of Texas System
Gregory L. Fenves, Ph.D., President, The University of Texas at Austin
Daniel T. Jaffe, Ph.D., Vice President for Research, The University of Texas
at Austin

Francis J. Landry III, Facility Security Officer (FSO), The University of Texas
System/Security Manager, Applied Research Labs, The University of Texas
at Austin

Patrick H. Vetter, Insider Threat Program Senior Official (ITPSO), The University of Texas System/Assistant Security Director, Applied Research Labs,
The University of Texas at Austin

James R. (Trey) Atchley III, Chief Inquiry Officer, The University of Texas System

Helen T. Mohrmann, Chief Information Security Officer, The University of Texas System

Michael J. Heidingsfield, Director of Police, The University of Texas System

The Chief Executive Officer (i.e., the Chancellor) and the members of the Managerial Group have been processed, or will be processed, for a personnel security clearance for access to classified information to the level of the facility security clearance granted to this institution, as provided for in the NISPOM.

The Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the DoD or User Agencies of the NISPOM awarded to U. T. System, including U. T. Austin.

- b. That the following named members of the U. T. System Board of Regents shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of U. T. System, including U. T. Austin, and do not occupy positions that would enable them to affect adversely the policies and practices of the U. T. System, including U. T. Austin, in the performance of classified contracts for the Department of Defense or User Agencies of the NISPOM awarded to the U. T. System, including U. T. Austin, and need not be processed for a personnel security clearance:

Members of the U. T. System Board of Regents:

Kevin P. Eltife, Chairman

Janiece Longoria, Vice Chairman

James C. "Rad" Weaver, Vice Chairman

David J. Beck

Christina Melton Crain

R. Steven Hicks

Jodie Lee Jiles

Nolan E. Perez, M.D.

Kelcy L. Warren

Brittany E. Jewell, Student Regent from June 1, 2018 to May 31, 2019 (nonvoting)

AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

No items for Consent Agenda

FINANCE AND PLANNING COMMITTEE

3. Contract (funds going out) - U. T. System: Bank of America, N.A., to provide banking services to U. T. System and U. T. institutions

Agency: Bank of America, N.A.

Funds: Board approval is requested as the contract may exceed the \$1,000,000 delegation threshold over the term of the agreement.

Period: September 1, 2019 through August 31, 2024; with option to renew for two additional one-year terms upon notice to Bank of America, N.A.

Description: This nonexclusive Systemwide agreement will allow each U. T. institution to obtain banking services on an as-needed basis. Services include a full array of standard banking services, including but not limited to, general account services, lockbox, collection and deposit, imaging, disbursement, check and check conversion, automated clearing house, wire transfer, collateral management, automated sweeps, and enterprise resource planning integration for financial and health care systems.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The U. T. System Office of Finance will closely monitor the spend over the life of the agreement.

This agreement was competitively bid. Approval of this item will authorize the Executive Vice Chancellor for Business Affairs to execute the contract approved as to form by the Office of General Counsel.

4. Contract (funds going out) - U. T. System: J.P. Morgan Chase Bank N.A. to provide banking services to U. T. System and U. T. institutions

Agency: J. P. Morgan Chase Bank N.A.

Funds: Board approval is requested as the contract may exceed the \$1,000,000 delegation threshold over the term of the agreement.

Period: September 1, 2019 through August 31, 2024; with option to renew for two additional one-year terms upon notice to J. P. Morgan Chase Bank N.A.

Description: This nonexclusive Systemwide agreement will allow each U. T. institution to obtain banking services on an as-needed basis. Services include a full array of standard banking services, including but not limited to, general account services, lockbox, collection and deposit, imaging, disbursement, check and check conversion, automated clearing house, wire transfer, collateral management, automated sweeps, and enterprise resource planning integration for financial and health care systems.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The U. T. System Office of Finance will closely monitor the spend over the life of the agreement.

This agreement was competitively bid. Approval of this item will authorize the Executive Vice Chancellor for Business Affairs to execute the contract approved as to form by the Office of General Counsel.

5. Contract (funds going out) - U. T. System: Frost National Bank to provide banking services to U. T. System and U. T. institutions

Agency: Frost National Bank

Funds: Board approval is requested as the contract may exceed the \$1,000,000 delegation threshold over the term of the agreement.

Period: September 1, 2019 through August 31, 2024; with option to renew for two additional one-year terms upon notice to Frost National Bank.

Description: This nonexclusive Systemwide agreement will allow each U. T. institution to obtain banking services on an as-needed basis. Services include a full array of standard banking services, including but not limited to, general account services, lockbox, collection and deposit, imaging, disbursement, check and check conversion, automated clearing house, wire transfer, collateral management, automated sweeps, and enterprise resource planning integration for financial and health care systems.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The U. T. System Office of Finance will closely monitor the spend over the life of the agreement.

This agreement was competitively bid. Approval of this item will authorize the Executive Vice Chancellor for Business Affairs to execute the contract approved as to form by the Office of General Counsel.

6. Contract (funds going out) - U. T. System: Wells Fargo Bank, N.A., to provide banking services to U. T. System and U. T. institutions

Agency: Wells Fargo Bank, N.A.

Funds: Board approval is requested as the contract may exceed the \$1,000,000 delegation threshold over the term of the agreement.

Period: September 1, 2019 through August 31, 2024; with option to renew for two additional one-year terms upon notice to Wells Fargo Bank, N.A.

Description: This nonexclusive Systemwide agreement will allow each U. T. institution to obtain banking services on an as-needed basis. Services include a full array of standard banking services, including but not limited to, general account services, lockbox, collection and deposit, imaging, disbursement, check and check conversion, automated clearing house, wire transfer, collateral management, automated sweeps, and enterprise resource planning integration for financial and health care systems.

The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The U. T. System Office of Finance will closely monitor the spend over the life of the agreement.

This agreement was competitively bid. Approval of this item will authorize the Executive Vice Chancellor for Business Affairs to execute the contract approved as to form by the Office of General Counsel.

7. Contract (funds going out) - U. T. System: Fourth Amendment to Agreement with Halff Associates, Inc., to perform environmental services on an as-needed basis

Agency: Halff Associates, Inc.

Funds: Cumulative valuation may exceed \$1,000,000 over the term of the agreement, to be paid by the U. T. institution requesting services or by U. T. System for services provided to U. T. System Administration

Period: January 1, 2019 through December 31, 2019

Description: Nonexclusive agreement that allows Halff Associates, Inc., to provide U. T. System and the U. T. institutions with services related to environmental consulting, including environmental due diligence, asbestos, remediation, engineering, and regulatory compliance services, on an as-needed basis.

U. T. System entered into an agreement with Halff Associates, Inc., with an initial term commencing January 1, 2015, and ending December 31, 2015, with the option to renew the agreement for four additional one-year terms. U. T. System has exercised all four options to renew via amendments to the agreement; this final extension expires on December 31, 2019. It is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold.

This agreement was competitively bid. The U. T. System Office of Risk Management will closely monitor the spend over the life of the agreement.

8. Contract (funds going out) - U. T. System: The Cleaning Guys, LLC, dba CG Environmental, will provide spill response services for U. T. System and U. T. institutions

Agency: The Cleaning Guys, LLC, dba CG Environmental

Funds: To be paid by U. T. System or the U. T. institutions requesting services under this Agreement. It is possible expenditures may exceed \$1,000,000 over the potential five-year term.

Period: September 1, 2019 through August 31, 2022; with option to renew for two additional one-year terms

Description: This nonexclusive Systemwide agreement allows U. T. System and each U. T. institution to request the contractor to perform spill response services, including (1) mobilization and response to work orders, requisitions, or other requests from or agreements with U. T. System or a U. T. institution; (2) project management; (3) rapid in-field hazard identification and assessment of unknown substances or explosives at an incident location; (4) work to control, abate, contain, remove, decontaminate, neutralize, and remediate releases of oil, explosives, and hazardous and other substances at an incident location; (5) establishment of effective and appropriate security and safety measures including but not limited to installation of fencing and posting of signs; (6) maintenance and use of an effective incident command system; (7) packaging of substances, and the transport and potential disposal of substances at the sole discretion of the U. T. System and Institutional representatives; (8) collection of samples, maintenance of chain of custody and categorization and analysis of substances in the field or sending samples to an accredited laboratory; (9) confined space rescue; (10) recovery and cleanup of site; (11) technical assistance or expert witness services; (12) emergency response industrial hygiene air monitoring and/or remote and personal air monitoring; (13) technical assistance and support for clean-up under the Texas Risk Reduction Program; (14) incident documentation; and (15) industrial services.

This agreement was competitively bid. The U. T. System Office of Risk Management will closely monitor the spend over the life of the agreement.

9. Contract (funds going out) - U. T. System: Amendment to Agreement with Lois L. Lindauer Searches, LLC, to continue providing development and leadership positions recruitment and search services to U. T. System and U. T. institutions

Agency: Lois L. Lindauer Searches, LLC

Funds: Amendment to existing contract increasing the fee cap from \$750,000 to \$2,000,000

Period: December 5, 2016 through December 4, 2021

Description: Amendment of existing agreement with Lois L. Lindauer Searches, LLC, to continue providing development and leadership positions recruitment and search services. Based on the utilization of this agreement over the last two years, it is anticipated the revised fee cap will cover services over the remaining three years of the agreement. This contract was competitively bid. The U. T. System Office of External Relations will closely monitor the spend over the life of the agreement.

10. Contract (funds going out) - U. T. System: Cannon Cochran Management Services, Inc., to provide workers' compensation claims handling, payment services, and other related services

Agency: Cannon Cochran Management Services, Inc.

Funds: Anticipated cost for the initial term of four years is \$6,000,000. The anticipated cost for the initial term and all renewals is \$13,000,000. These costs are subject to credits back to U. T. System as well as negotiated adjustments of up to 10% per year, including a performance bonus of up to \$20,000 per year to the contractor. Total value of the contract will not exceed \$13,500,000.

Period: October 15, 2019 through October 14, 2023; with option to renew for four additional one-year terms

Description: Cannon Cochran Management Services, Inc., to provide workers' compensation claims handling, payment services, and other related services.

11. Real Estate Report - U. T. System: Summary Report of Separately Invested Assets Managed by U. T. System

**THE UNIVERSITY OF TEXAS SYSTEM
SEPARATELY INVESTED ASSETS
Managed by U. T. System
Summary Report at February 28, 2019**

	FUND TYPE							
	Current Purpose Restricted		Endowment and Similar Funds		Annuity and Life Income Funds		TOTAL	
	Book	Market	Book	Market	Book	Market	Book	Market
Land and Buildings:								
Ending Value 11/30/2018	\$ 1,666,061	\$ 10,993,854	\$ 96,626,918	\$ 351,100,580	\$ 253,270	\$ 389,536	\$ 98,546,249	\$ 362,483,970
Increase or Decrease	-	-	(217,260)	716,351	-	-	(217,260)	716,351
Ending Value 02/28/2019	<u>\$ 1,666,061</u>	<u>\$ 10,993,854</u>	<u>\$ 96,409,658</u>	<u>\$ 351,816,931</u>	<u>\$ 253,270</u>	<u>\$ 389,536</u>	<u>\$ 98,328,989</u>	<u>\$ 363,200,321</u>
Other Real Estate:								
Ending Value 11/30/2018	\$ 4	\$ 4	\$ 6	\$ 6	\$ -	\$ -	\$ 10	\$ 10
Increase or Decrease	-	-	-	-	-	-	-	-
Ending Value 02/28/2019	<u>\$ 4</u>	<u>\$ 4</u>	<u>\$ 6</u>	<u>\$ 6</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10</u>	<u>\$ 10</u>

Report prepared in accordance with Sec. 51.0032 of the *Texas Education Code*. Details of individual assets by account furnished on request.

Note: Surface estates are managed by the U. T. System Real Estate Office. Mineral estates are managed by U. T. System University Lands. The royalty interests received from the Estate of John A. Jackson for the John A. and Katherine G. Jackson Endowed Fund in Geosciences are managed by the U. T. Austin Geology Foundation, with the assistance of the Bureau of Economic Geology.

ACADEMIC AFFAIRS COMMITTEE

12. Report - U. T. System Academic Institutions: Fiscal Year 2018 Post-Tenure Review

In accordance with *Texas Education Code* Section 51.942 and Regents' *Rules and Regulations*, Rule 31102, the following report on the Fiscal Year 2018 post-tenure review for the U. T. System academic institutions is provided by the Executive Vice Chancellor for Academic Affairs.

During Fiscal Year 2018, 412 tenured faculty members at the eight academic institutions with tenured faculty were subject to post-tenure review. Of the faculty members reviewed, 395 or 95.9% were evaluated as Meets or Exceeds Expectations; 16 or 3.9% received Does Not Meet Expectations; and one received an Unsatisfactory evaluation. Eleven faculty members retired or resigned before their post-tenure reviews.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2017-2018.

Summary of Post-Tenure Review Results

	Total Actually Reviewed	Total Exceeding Expectations	Total Meets Expectations	Total Does Not Meet Expectations	Total Unsatisfactory	Decided to Retire or Resign Before Review
UTA	58	38	19	1	0	0
UTAUS	165	84	78	3	0	6
UTD	37	8	28	1	0	0
UTEP	31	12	16	2	1	1
UTPB	4	0	4	0	0	1
UTRGV	48	27	14	7	0	2
UTSA	63	31	30	2	0	1
UTT	6	3	3	0	0	0
Total	412	203	192	16	1	11
		49.3%	46.6%	3.9%	0.2%	

Post-Tenure Review Results by Gender

	Actually Reviewed		Exceeding Expectations		Meets Expectations		Does Not Meet Expectations		Unsatisfactory		Decided to Retire or Resign Before Review	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
UTA	48	10	31	7	17	2	0	1	0	0	0	0
UTAUS	123	42	60	24	60	18	3	0	0	0	6	0
UTD	24	13	6	2	18	10	0	1	0	0	0	0
UTEP	23	8	7	5	13	3	2	0	1	0	1	0
UTPB	2	2	0	0	3	1	0	0	0	0	1	0
UTRG	36	12	18	9	11	3	7	0	0	0	1	1
UTSA	50	13	21	10	27	3	2	0	0	0	1	0
UTT	2	4	1	2	1	2	0	0	0	0	0	0
Total	308	104	144	59	150	42	14	2	1	0	10	1

Post-Tenure Review Results by Ethnicity

	Total Actually Reviewed					Exceeds Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	42	0	1	15	0	25	0	1	12	0
UTAUS	138	5	5	14	3	71	2	3	5	3
UTD	20	0	3	13	1	5	0	1	2	0
UTEP	18	0	11	2	0	6	0	4	2	0
UTPB	2	0	0	2	0	0	0	0	0	0
UTRGV	30	2	8	7	1	18	0	4	4	1
UTSA	46	1	6	10	0	27	1	1	2	0
UTT	5	0	0	1	0	3	0	0	0	0
Total	301	8	34	64	5	155	3	14	27	4

	Meets Expectations					Does Not Meet Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	16	0	0	3	0	0	0	0	1	0
UTAUS	64	3	2	9	0	3	0	0	0	0
UTD	15	0	2	10	1	0	0	0	1	0
UTEP	11	0	5	0	0	1	0	1	0	0
UTPB	2	0	0	2	0	0	0	0	0	0
UTRGV	7	1	3	3	0	5	1	1	0	0
UTSA	18	0	4	8	0	1	0	1	0	0
UTT	2	0	0	1	0	0	0	0	0	0
Total	135	4	16	36	1	10	1	3	2	0

	Unsatisfactory					Decided to Retire/Resign Before Review				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	0	0	0	0	0	0	0	0	0	0
UTAUS	0	0	0	0	0	5	0	0	1	0
UTD	0	0	0	0	0	0	0	0	0	0
UTEP	0	0	1	0	0	1	0	0	0	0
UTPB	0	0	0	0	0	1	0	0	0	0
UTRGV	0	0	0	0	0	2	0	0	0	0
UTSA	0	0	0	0	0	1	0	0	0	0
UTT	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	0	0	10	0	0	1	0

PRESENT STATUS OF EACH PERFORMANCE THAT DOES NOT MEET EXPECTATIONS:

U. T. Arlington: A performance plan is in place with ongoing supervision.

U. T. Austin: Department Chairs and Deans will monitor performance each year and provide feedback through the Annual Review process.

U. T. Dallas: The faculty member is working with the Dean to develop a performance improvement plan.

U. T. El Paso: Both individuals were rated at least satisfactorily in teaching and service, but not in research.

Performance improvement plans have been introduced for research activity.

U. T. Rio Grande Valley: A meeting with the Department Chair and Dean was held to establish an action plan with concrete initiatives to address the questions and impact of publications.

U.T. San Antonio: One faculty member has been placed on a faculty development plan; other faculty member will meet with the department Chair and Dean to discuss plans for future progress.

PRESENT STATUS OF EACH UNSATISFACTORY PERFORMANCE:

U. T. El Paso: This is the second review following an initial unsatisfactory review finding and no progress was made. The College is working with the faculty member to determine next steps.

13. Contract (funds coming in) - U. T. Arlington: Bottling Group, LLC, operating as Pepsi Beverages Company, to provide beverages, products, and services; and to serve as official sponsor

Agency: Bottling Group, LLC, operating at Pepsi Beverages Company, an indirect subsidiary of PepsiCo, Inc.

Funds: \$3,695,000 in guaranteed compensation; \$445,000 in marketing and donated product; and \$2,360,102 in estimated sales royalties

Period: January 1, 2019 through December 31, 2028

Description: Bottling Group, LLC, operating as Pepsi Beverages Company, will provide beverages, products and services; and serve as official sponsor on University's campus for the benefit and convenience of the students, faculty, staff, and visitors by means of vending machines and fountain machines. Pursuant to *Texas Education Code* Section 51.945, students were provided an opportunity to comment prior to determination that this food service provider should be selected by the institution.

14. Contract (funds coming in) - U. T. Austin: Third Amendment to License Agreement with Crown Castle Fiber LLC to obtain Distributed Antenna System on campus

Agency: Crown Castle Fiber LLC (f/k/a Crown Castle NG Central LLC)

Funds: \$9,000,000

Period: June 1, 2019 through June 30, 2019

Description: U. T. Austin entered into a license agreement with Crown Castle Fiber LLC to obtain a Distributed Antenna System on campus. Crown Castle pays U. T. Austin licensing fees for portions of fiber optic cables used for operation of the Distributed Antenna System. U. T. Austin entered into the license agreement on February 2, 2007, and entered into a first amendment on April 7, 2013, to extend the term. On January 29, 2019, U. T. Austin entered into a second amendment to extend the term, and now seeks to enter into a third amendment, which requires Board approval as the cumulative total revenue earned to date is approaching the \$2,500,000 delegation threshold. The increase to \$9,000,000 is based on gross revenue earned over the agreement term.

15. Contract (funds coming in) - U. T. Austin: Second Amendment to Master Services Agreement by and between Central Texas Community Health Centers, dba CommUnityCare, on behalf of the Dell Medical School, for the provision of clinical professional services

Agency: Central Texas Community Health Centers, dba CommUnityCare (CUC), a Texas nonprofit corporation

Funds: \$811,344 received to date; \$2,509,215 current total contract value

Period: April 1, 2019 through April 16, 2020, with two automatic renewals of 12 months each

Description: The Master Services Agreement, together with its amendments, is a master agreement for the provision of clinical professional services by physicians employed U. T. Austin to CUC and was created to provide high-quality health care services to the community and to improve health outcomes. The base agreement allows for the addition of individual, customized exhibits detailing the expected effort and compensation terms for each individual physician covered under the agreement. Additional physician exhibits are needed over the next year, which will increase the total contract value over \$2,500,000 before the end of the initial contract term. Amendments to the agreement have changed the number of automatic renewals from three to two, removed the \$1,000,000 cap, and added language to prevent the value to exceed \$2,500,000 before the end of the initial term without Board of Regents' approval.

16. Contract (funds coming in) - U. T. Austin: Pediatric Mental Health Program Support Agreement by and among Seton Family of Hospitals, Seton/U. T. Austin Dell Medical School University Physicians Group, and The University of Texas at Austin, to provide interdisciplinary, multidisciplinary team-based mental health care

Agency: Ascension Seton (f/k/a Seton Family of Hospitals and Seton/U.T. Austin Dell Medical School University Physicians Group (collectively, "Seton"))

Funds: Maximum of approximately \$6,600,000 annually (with full staffing of program personnel)

Period: Initial term beginning July 1, 2019 through June 30, 2022; with renewal periods of one year each, unless terminated earlier

Description: The Agreement outlines the terms of a regional comprehensive pediatric mental health program to provide interdisciplinary, multidisciplinary team-based mental health care, which will include inpatient and outpatient care, to be created by U. T. Austin Dell Medical School and Seton (the "Program"). The Program will include the following coverage and services: full-time clinical coverage necessary to support pediatric psychiatry hospital call coverage and emergency room coverage at Dell Children's Medical Center, appropriate and necessary clinical coverage at Seton-affiliated pediatric mental health clinics, mental health consultation liaison services for all pediatric admissions, and appropriate academic coverage for pediatric psychiatric residents and fellows.

17. Contract (funds coming in and going out) - U. T. Austin: Amendment to Master Research Services Agreement between Seton Family of Hospitals and The University of Texas at Austin, on behalf of Dell Medical School

Agency: Seton Family of Hospitals (Seton)

Funds: Actual funds expended or received to date total approximately \$550,000 (with approximately \$700,000 obligated). Total contract value for existing and pending statements of work (SOW) is approximately \$2,734,106.

Period: February 28, 2019 through August 31, 2021

Description: Under the agreement, Seton Family of Hospitals and U. T. Austin both receive and provide services. Seton Family of Hospitals and U. T. Austin add specific research SOWs to the Agreement, each of which allows for the provision of services by one party to the other with respect to joint research efforts. Each SOW identifies a specific research project and set of services, along with payment and other relevant terms. The initial term was October 1, 2017, through August 31, 2019. The amendment extends the term until August 31, 2021, and allows the total contract value to exceed \$2,500,000. To date, the existing and contemplated SOWs result in a total contract value of approximately \$2,734,106.

18. Contract (funds going out) - U. T. Austin: Amendment to Master Physician Services Agreement for Clinical Services provided to U. T. Health Austin, by and among The University of Texas at Austin, on behalf of Dell Medical School, and Tri-County Clinical, Seton/U. T. Austin Dell Medical School University Physicians Group, Dell Children's Medical Group, and Seton Family of Doctors

Agency: Tri-County Clinical, a Texas nonprofit corporation; Seton/U. T. Austin Dell Medical School University Physicians Group, a Texas nonprofit corporation; Dell Children's Medical Group, a Texas nonprofit corporation; and Seton Family of Doctors, a Texas nonprofit corporation (each corporation a "Seton 162b Entity" and collectively, "Seton 162b Entities")

Funds: \$1,012,942 paid to date; \$3,780,383 total contract value for remainder of term. The contract is being submitted for Board approval as it is nearing the \$2,500,000 delegation threshold.

Period: Initial term was for a period of 12 months commencing October 15, 2017, with four automatic renewals of 12 months each.

Description: The Master Physician Services Agreement for Clinical Services Provided to U. T. Health Austin is a master agreement between U. T. Austin and Seton's hospital and professional entities to facilitate the payment of clinical and academic professional services furnished by physicians employed by various Seton 162b entities. The agreement was effective October 15, 2017, to secure the services of certain Seton-employed physicians needed to provide integrated care services in U. T. Health Austin's Integrated Practice Units. The master agreement allows for the addition of individual, customized exhibits detailing the expected effort and compensation terms for each individual physician covered under the agreement. Additional physician exhibits are needed, making the total contract value \$3,780,383 for the remaining term of the agreement.

19. Contract (funds coming in and going out) - U. T. Austin: Trilogy Education Services, Inc., to provide instructor, curricula, and related services to the Center for Professional Education (CPE)

Agency: Trilogy Education Services, Inc.

Funds: Funds coming in: \$10,000,000
Funds going out: \$40,000,000

Period: April 1, 2019 through March 31, 2024

Description: Trilogy Education Services, Inc., will provide the Center for Professional Education (CPE) with a turnkey product for educating students that includes: instructors, curricula, student recruitment and registration, and support and career counseling services. This will allow CPE to offer classes and certification for technology coursework. CPE will receive 20% of adjusted gross revenue and Trilogy will receive 80% of the adjusted gross revenue. Trilogy was selected through a competitive procurement process of a Request for Proposal.

20. Contract (funds going out) - U. T. Austin: ARCHITEXAS-Architecture, Planning and Historic Preservation, Inc., to provide professional engineering and architectural services to campus facilities

Agency: ARCHITEXAS-Architecture, Planning and Historic Preservation, Inc.

Funds: May exceed \$2,500,000 over the maximum six-year contract period

Period: December 1, 2017 through November 30, 2019 (one-year contract with option to renew for up to five additional one-year periods, four renewal options remaining). The contract is being brought forward for Board approval as it is nearing the \$2,500,000 delegation threshold.

Description: ARCHITEXAS-Architecture, Planning and Historic Preservation, Inc., to perform professional engineering and architectural services, with projects varying in size and scope. Separate service agreements will be executed for individual projects. Services were competitively procured. The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The appropriate office at U. T. Austin will closely monitor the spend over the life of the agreement.

21. Contract (funds going out) - U. T. Austin: Asakura-Robinson Company, LLC, to provide professional engineering and architectural services to campus facilities

Agency: Asakura-Robinson Company, LLC

Funds: May exceed \$2,500,000 over the maximum six-year contract period

Period: December 1, 2017 through November 30, 2019 (one-year contract with option to renew for up to five additional one-year periods, four renewal options remaining). The contract is being brought forward for Board approval as it is nearing the \$2,500,000 delegation threshold.

Description: Asakura-Robinson Company, LLC, to perform professional engineering and architectural services, with projects varying in size and scope. Separate service agreements will be executed for individual projects. Services were competitively procured. The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The appropriate office at U. T. Austin will closely monitor the spend over the life of the agreement.

22. Contract (funds going out) - U. T. Austin: Barnes Gromatsky Kosarek Architects, Inc., to provide professional engineering and architectural services to campus facilities

Agency: Barnes Gromatsky Kosarek Architects, Inc.

Funds: May exceed \$2,500,000 over the maximum six-year contract period

Period: December 1, 2017 through November 30, 2019 (one-year contract with option to renew for up to five additional one-year periods, four renewal options remaining). The contract is being brought forward for Board approval as it is nearing the \$2,500,000 delegation threshold.

Description: Barnes Gromatsky Kosarek Architects, Inc., to perform professional engineering and architectural services, with projects varying in size and scope. Separate service agreements will be executed for individual projects. Services were competitively procured. The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The appropriate office at U. T. Austin will closely monitor the spend over the life of the agreement.

23. Contract (funds going out) - U. T. Austin: McKinney/York Architects to provide professional engineering and architectural services to campus facilities

Agency: McKinney/York Architects

Funds: May exceed \$2,500,000 over the maximum six-year contract period

Period: December 1, 2017 through November 30, 2019 (one-year contract with option to renew for up to five additional one-year periods, four renewal options remaining). The contract is being brought forward for Board approval as it is nearing the \$2,500,000 delegation threshold.

Description: McKinney/York Architects to perform professional engineering and architectural services, with projects varying in size and scope. Separate service agreements will be executed for individual projects. Services were competitively procured. The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The appropriate office at U. T. Austin will closely monitor the spend over the life of the agreement.

24. Contract (funds going out) - U. T. Austin: Noack Little Architects, Inc., dba Noack Little Architecture & Interiors, to provide professional engineering and architectural services to campus facilities

Agency: Noack Little Architects, Inc., dba Noack Little Architecture & Interiors

Funds: May exceed \$2,500,000 over the maximum six-year contract period

Period: December 1, 2017 through November 30, 2019 (one-year contract with option to renew for up to five additional one-year periods, four renewal options remaining). The contract is being brought forward for Board approval as it is nearing the \$2,500,000 delegation threshold.

Description: Noack Little Architects, Inc., dba Noack Little Architecture & Interiors, to perform professional engineering and architectural services, with projects varying in size and scope. Separate service agreements will be executed for individual projects. Services were competitively procured. The agreement has an unspecified cost or monetary value with a term of greater than four years and is being placed on the Consent Agenda in accordance with Regents' *Rules and Regulations*, Rule 10501, Section 3.1.1. The appropriate office at U. T. Austin will closely monitor the spend over the life of the agreement.

25. Foreign Contract (funds going out) - U. T. Austin: University of Twente, a public university in the Netherlands, to purchase a hollow fiber spinning rig

Agency: University of Twente, a public university in the Netherlands

Funds: \$352,000

Description: U. T. Austin's McKetta Department of Chemical Engineering and Hildebrand Department of Petroleum and Geosystems Engineering will obtain a hollow fiber spinning rig with polymer dope preparation system to be used to conduct research projects. This purchase order was procured through an Exclusive Acquisition Justification.

26. Request for Budget Change - U. T. Austin: New Hire with Tenure -- amendment to the 2018-2019 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
Dell Medical School					
Department of Oncology					
Professor					
Laura Chow (T)	4/1-8/31	100	12	357,000	10716

27. Request for Budget Change - U. T. Austin: Transfer \$9,500,000 from Reserve Available University Fund (AUF) Instruction to Project Management and Construction Services (PMCS) – Walter Webb Hall (WWH) – Renovate Walter Webb Hall – to accommodate units relocated as part of the Space Allocation Study (RBC No. 10675) -- amendment to the 2018-2019 budget

28. Employment Agreement - U. T. Austin: Approval of amendments to the terms of the Restated Head Football Coach Employment Agreement and Agreement for Intellectual Property for Head Football Coach Thomas J. Herman and 1-0 Culture LLC

The following Head Football Coach Employment Agreement and Agreement for Intellectual Property Amendment No. 1 has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Thomas J. Herman will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 1, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12, Athletic Employment Agreements, and Rule 20204, Section 3, Board Approval). Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Item: Amendments to the terms of the Restated Head Football Coach Employment Agreement and Agreement for Intellectual Property for Thomas J. Herman, and 1-0 Culture LLC

From: **Guaranteed compensation:**

Annual Salary:

FY 2016-2017: \$3,500,000 annually

FY 2017-2018: \$3,500,000 annually

FY 2018-2019: \$3,500,000 annually

FY 2019-2020: \$3,500,000 annually

FY 2020-2021: \$3,500,000 annually

Automobile: option of two dealer cars (or \$7,500 per dealer car in lieu of one or both dealer cars) annually

Social club memberships: The University of Texas Club, The University of Texas Golf Club, and the Headliners Club of Austin

Relocation: One-time relocation supplement of \$236,316

Tickets:

One suite for home football games

Six season tickets to men's sports

Six season tickets to women's sports

Corporate Payments to 1-0 Culture LLC:

FY 2017: \$1,750,000 annually

FY 2018: \$2,000,000 annually

FY 2019: \$2,250,000 annually

FY 2020: \$2,500,000 annually

FY 2021: \$2,750,000 annually

Nonguaranteed compensation:

Sports Camps: \$0 annually

Retention Payments: One-time retention payment of \$1,000,000

Incentives:

Team Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$100,000 annually

Team Wins the College Football Playoff Championship game: maximum of \$250,000 annually

Team Academic Performance Incentives: N/A

National Coach of the Year: \$100,000 annually

Big 12 Coach of the Year: \$50,000 annually

To: **Guaranteed compensation:**

Annual Salary:

FY 2019-2020: \$3,500,000 annually

FY 2020-2021: \$3,500,000 annually

FY 2021-2022: \$3,500,000 annually

FY 2022-2023: \$3,500,000 annually

Automobile: option of two dealer cars (or \$7,500 per dealer car in lieu of one or both dealer cars) annually

Social club memberships: The University of Texas Club, The University of Texas Golf Club, and the Headliners Club of Austin

Tickets:

One suite for home football games

Six season tickets to men's sports

Six season tickets to women's sports

Corporate Payments to 1-0 Culture LLC:

FY 2019: \$2,250,000 annually

FY 2020: \$2,500,000 annually

FY 2021: \$2,750,000 annually

FY 2022: \$3,000,000 annually

FY 2023: \$3,250,000 annually

Nonguaranteed Compensation:

Sports Camps: \$0 annually

Retention Payments: Two retention payments of \$1,000,000

Incentives:

Team Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$100,000 annually

Team Wins the College Football Playoff Championship game: maximum of \$250,000 annually

Team Academic Performance Incentives: N/A

National Coach of the Year: \$100,000 annually

Big 12 Coach of the Year: \$50,000 annually

Guaranteed
Compensation
Percent Change: 0%

Nonguaranteed
Compensation
Change: 0%

Description: Amendments to terms of agreement for employment and intellectual property of Head Football Coach for Thomas J. Herman and 1-0 Culture LLC

Source of Funds: Intercollegiate Athletics

Period: Initial term: December 21, 2016 through December 31, 2021
Amendment: Extends the agreement through December 31, 2023

29. Employment Agreement - U. T. Austin: Approval of amendments to terms of Employment Agreement for Assistant Football Coach James C. Meekins

The following Assistant Football Coach Employment Agreement Amendment No. 1 has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for James C. Meekins will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 1, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12, Athletic Employment Agreements, and Rule 20204, Section 3, Board Approval). Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Item: Amendments to the terms of Assistant Football Coach Employment Agreement for James C. Meekins

From: **Guaranteed compensation:**

Annual Salary:
FY: 2016-17: \$290,000
FY: 2017-18: \$290,000
FY: 2018-19: \$290,000

Automobile: One dealer car (or \$7,500 annually in lieu of one dealer car)

Social club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

Relocation: One-time relocation supplement of \$2,000

Nonguaranteed compensation:

Sports Camps: \$10,000 annually

Incentives:

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Team Academic Performance Incentives: N/A

Coach of the Year Honors: N/A

Honorary Head Coach Assignment: N/A

To:

Guaranteed compensation:

Annual Salary:

FY 2018-2019: \$ 290,000

FY 2019-2020: \$ 290,000

Automobile: One dealer car (or \$7,500 annually in lieu of one dealer car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

Nonguaranteed Compensation:

Sports Camps: \$10,000 annually

Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Team Academic Performance Incentives: N/A

Coach of the Year Honors: N/A

Honorary Head Coach Assignment: N/A

Guaranteed

Compensation

Percent Change: 0%

Nonguaranteed
Compensation
Change: 0%

Description: Amendments to terms of agreement for employment of Assistant Football Coach for James C. Meekins

Source of Funds: Intercollegiate Athletics

Period: Initial term: November 28, 2016 through March 31, 2019
Amendment: Extends the agreement through March 31, 2020

30. Employment Agreement - U. T. Austin: Approval of amendments to terms of Employment Agreement for Assistant Football Coach Jason D. Washington

The following Assistant Football Coach Employment Agreement Amendment No. 1 has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Jason D. Washington will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 1, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, the Big 12 Conference, Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin (Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12, Athletic Employment Agreements, and Rule 20204, Section 3, Board Approval). Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies shall be grounds for suspension without pay and/or dismissal.

Item: Amendments to terms of Assistant Football Coach Employment Agreement for Jason D. Washington

From: **Guaranteed compensation:**

Annual Salary:

FY: 2016-17: \$275,000

FY: 2017-18: \$275,000

FY: 2018-19: \$275,000

Automobile: One dealer car (or \$7,500 annually in lieu of one dealer car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

Relocation: One-time relocation supplement of \$2,000

Nonguaranteed Compensation:

Sports Camps: \$10,000 annually

Performance Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Team Academic Performance Incentives: N/A

Coach of the Year Honors: N/A

Honorary Head Coach Assignment: N/A

To: **Guaranteed compensation:**

Annual Salary:

FY 2018-2019: \$ 310,000

FY 2019-2020: \$ 310,000

Automobile: One dealer car (or \$7,500 annually in lieu of one dealer car)

Social club memberships: In accordance with Athletics Department's policies and procedures, and based on availability and business need.

Nonguaranteed Compensation:

Sports Camps: \$10,000 annually

Incentives:

Team Wins Big 12 Conference Championship game: maximum of \$10,000 annually

Team wins the College Football Playoff Championship game: maximum of \$85,000 annually

Team Academic Performance Incentives: N/A

Coach of the Year Honors: N/A

Honorary Head Coach Assignment: N/A

Guaranteed
Compensation
Percent Change: 12%

Nonguaranteed
Compensation
Change: 0%

Description: Amendments to terms of agreement for employment of Assistant Football Coach for Jason D. Washington

Source of Funds: Intercollegiate Athletics

Period: Initial term: November 28, 2016 through March 31, 2019
Amendment: Extends agreement through March 31, 2020

31. Lease - U. T. Dallas: Authorization to lease approximately 12.55 acres of land located on the edge of the institution's campus north of Synergy Park Boulevard, Richardson, Collin County, Texas, to Northside Campus Partners 3, LP, for the development and operation of market housing and commercial uses

Description: Ground lease of approximately 12.55 acres of unimproved land located on the edge of the institution's campus north of Synergy Park Boulevard, Richardson, Collin County, Texas. The lessee plans to construct three, four-story residential apartment buildings, and two-story townhouses. The lessee will develop an initial block containing approximately 370 beds served by 300 parking spaces, at a cost of about \$40,000,000, in addition, there may be some ground floor commercial use, subject to demand. Subject to market conditions and obtaining needed regulatory approvals, the lessee will develop two additional blocks 1-2 years after the initial block is developed, containing approximately 620-670 beds served by 530-580 parking spaces, at a cost estimated at about \$75,000,000.

The ground lease or leases will contain provisions in which the lessee indemnifies the lessor for all matters arising from the lessee's use or occupancy of, or activities on, the premises. The Board of Regents' interest in the real property will not be subordinated to the lien of any mortgagee of the lessee's leasehold interest.

This project is the third private residential and retail development located on the north side of the U. T. Dallas campus. The initial phases of Northside were completed in 2016 and in 2018 by entities controlled by the same ownership as lessee, with over 98% of the residential units leased, 93% of the first phase commercial space leased, and 53% of the second phase commercial space leased. These privately-held facilities represent the closest off-campus amenities serving U. T. Dallas, and will link the institution to a proposed Dallas Area Rapid Transit rail station planned to be completed and operational by 2023.

- Lessee: Northside Campus Partners 3, LP, a Texas limited partnership, or another entity related to Balfour Beatty Campus Solutions, LLC, a Delaware limited liability company, and Wynne Jackson, Inc., a Texas corporation; the lessee was selected through a Request for Proposal process.
- Term: 61 years, with no options to extend
- Total Area: Approximately 12.55 gross acres; the lease area includes driveway easements serving the institution's adjacent vacant land.
- Lease Income: The initial annual base rent of \$91,500 for the initial land developed, and of \$136,000 for the subsequent developed, will increase over the term by 3% annually. The lessee will also receive 10% of the portion of gross revenues that are in excess of an annual percentage rent threshold, initially set at 93% of expected gross revenues, and 40% of the portion of gross revenues that are in excess of an annual percentage rent threshold, initially set at 95% of expected gross revenues. Base rent begins upon a stipulated date expected to coincide with the completion of the improvements. The base rent and percentage rent thresholds will increase over the term by 3% annually. On the 31st anniversary of the lease the base rent will be adjusted to market based on an independent appraisal, and the percentage rent thresholds will be adjusted based on actual gross revenue performance, both adjustments subject to a floor of 90% and a ceiling of 200% of the prior year's annual base rent or percentage rent thresholds. The lease is a net lease to lessor; the lessee pays all expenses, including property taxes.
- Purchase Rights: Lessor will retain a right of first offer should the lessee elect to market the leasehold estate. In addition, the lessor will have the right to purchase the leasehold estate with improvements on the 6th and 16th anniversaries of the lease for stipulated sums. Lessor will have the right to purchase the leasehold estate with improvements at fair market value on the 26th, 36th and 46th anniversaries of the lease, subject to a lessee right to delay such purchase by up to 30 months.

Appraisal: For the first approximately five acres, \$116,250 initial annual ground rent, with a 10% increase every 5th anniversary; for the balance of the land, \$172,763 initial annual ground rent assuming a one-year delay in development relative to the initial block, also with a 10% increase every 5th anniversary; Butler Berger Group, Inc., April 24, 2019; The net present value of the ground lease's base rent, when discounted at the appraisal's capitalization rate, exceeds that of the appraised rent.

Guarantee: Construction of the project will be guaranteed by Balfour Beatty Campus Solutions, LLC, or an equivalent guarantor in favor of the lender; if there is no lender, in favor of the Board. Alternatively, lessee may obtain payment and performance bonds in lieu of a guarantee.

32. Contract (funds coming in) - U. T. El Paso: Van Wagner Sports & Entertainment, LLC, to license U. T. El Paso trademarks for Intercollegiate Athletics-specific Multimedia Marketing Rights Program

Agency: Van Wagner Sports & Entertainment, LLC

Funds: \$18,750,000 for the initial 10-year term and \$5,850,000 for the one three-year renewal option

Period: July 2019 through June 2029 initial term; with one three-year renewal option to extend

Description: Van Wagner Sports & Entertainment, LLC, to license U. T. El Paso trademarks for Intercollegiate Athletics-specific Multimedia Marketing Rights Program.

33. Request for Budget Change - U. T. El Paso: New Hire with Tenure -- amendment to the 2018-2019 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Business Administration					
Dean's Office and Economics and Finance					
Dean and Professor					
James E. Payne (T)	5/1-8/31	100	12	275,000	10697
		0	09	200,000	

34. Employment Agreement - U. T. El Paso: Approval of terms of Employment Agreement with Heather Wilson, Ph.D., as President of The University of Texas at El Paso

The following agreement has been approved by the Chancellor and Executive Vice Chancellor for Academic Affairs, has been signed by Dr. Wilson and is recommended for approval by the U. T. System Board of Regents. Terms of employment under this agreement are subject to Regents' *Rules and Regulations*, Rules 10501 and 20201, and *Texas Education Code*, Section 51.948.

Item: President

Funds: \$500,000 annually

Period: Beginning August 15, 2019

Description: Agreement for employment of Dr. Heather Wilson, as President of The University of Texas at El Paso. The President reports to the Chancellor and shall hold office without fixed term, subject to the pleasure of the Chancellor following input by the Executive Vice Chancellor for Academic Affairs and approval by the Board of Regents. During her Presidency, Dr. Wilson will hold an appointment as Professor, with Tenure, in the College of Business Administration at The University of Texas at El Paso without compensation. The employment agreement is on the following pages.



THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of Academic Affairs
210 West 7th Street
Austin, Texas 78701
512-499-4233
WWW.UTSYSTEM.EDU

April 2, 2019

Dr. Heather Wilson
[REDACTED]

Dear Secretary Wilson:

On behalf of the Board of Regents of The University of Texas System, it is my pleasure to offer you the position of President of The University of Texas at El Paso, effective August 15, 2019. Your annual salary rate as of that date will be \$500,000. You are entitled to other State-paid fringe benefits required to be provided to higher education employees by State law and for which you are eligible. Among these benefits are State-paid OASI, longevity pay, workers' compensation liability, insurance coverage, retirement, insurance premium sharing, and paid leave.

Pursuant to the Regents' Rules and Regulations, Rule 20201, the presidents of The University of Texas academic institutions are selected by the Board of Regents of The University of Texas System and serve without fixed term, subject to the approval by the Chancellor and the Board of Regents. Also, your performance as President of U. T. El Paso will be evaluated in accordance with Rule 20201 and you will be asked to make a presentation to the Board on your vision and goals for U. T. El Paso within 12 to 18 months of taking office.

Additional elements of your compensation package are:

- a. You may be eligible annually for a merit-based salary increase depending on your attainment of certain specific performance goals.
- b. The cost of club membership(s) approved by the Executive Vice Chancellor for Academic Affairs will be paid, including initial fees for joining the club and all properly documented and reasonable business-related expenses. All personal expenses, including the portion of dues related to personal use, is calculated based on the personal expenses for that month as a percent of total expenses. That percentage is applied to the dues owed to determine the personal amount.
- c. Appointment as Professor, with tenure, in the College of Business Administration at U. T. El Paso, with a beginning academic rate of \$250,000. During your presidency, you will not be paid your salary as Professor. When your administrative appointment as President ends you will be entitled to return to your tenured faculty position as professor, consistent with Regents' Rule 31007, which governs tenured appointments at U. T. El Paso, and to be compensated at your academic salary rate. *Texas Education Code*, Section 51.948, states that if a university administrator is reassigned to a faculty or other position at the institution, the institution cannot pay that person a salary that exceeds the salary of other persons with similar qualifications performing similar duties.

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Heather Wilson

- d. State law allows the granting of a development leave at the individual's academic salary rate for one academic year to a faculty member who has held an administrative position at the institution for more than four years. An administrator who receives development leave must return to work (as a faculty member) at a U.T. System institution for an amount of time equal to the amount of time the administrator received development leave or repay the institution for all the costs of the development leave. To the extent required by law, these provisions will apply in your situation. The specific length of the development leave will be negotiated dependent on your term of service as President and other pertinent considerations should you leave the presidency and return to the faculty.

Please note that the benefits described in (c) may, at the discretion of the Board, be denied should you be terminated from the position of President for good cause, as determined by the Board.

Business-related travel and entertainment expenses shall be in accordance with the Regents' Rules 20205, and with current travel and entertainment budgets of the institution. Reasonable expenses will be paid directly or reimbursed as appropriate.

Appropriate and timely submission of documentation required for reimbursement of travel and entertainment expenditures is required by Regents' Rules 20205. Annual reports on travel and entertainment shall be filed with the Executive Vice Chancellor for Academic Affairs.

Full-time faculty and administrative and professional staff employed by the U. T. System may not be employed in any outside work or activity or receive from an outside source any compensation or serve on an outside board until a description of the nature and extent of the employment or activity and the range of any compensation has been approved by the Chancellor.

As a condition of your employment, for the benefit and convenience of U. T. El Paso, and without personal tax liability to you, you are required to reside in the Hoover House during your term as President and to use the Hoover House as a center for official occasions and developmental activities. The Assistant Manager assigned to the Hoover House may be utilized to provide mutually agreed upon personal services, with the understanding that you will document the time and value of such use. The value of the personal services will be reported as taxable income to you.

Necessary furnishings and utilities for the operation of Hoover House including phone lines, cable, and computer equipment will be provided. The cost of basic cable service is not considered as a taxable benefit to the President because cable service is deemed necessary to keep the President aware of current news events impacting higher education. The cost of premium channels such as HBO or Cinemax are generally considered personal in nature and are to be reimbursed by the President. Pay-per-view service offered through the cable service will be billed to the President for reimbursement, unless a particular viewing identified by the President is related to a business/social event housed at the Hoover House. In those instances, the viewing will be considered a business expense.

To ensure that the business requirements continue to be met, the Hoover House staff and you should continue to carefully document all official uses of the Hoover House and all employment-related duties you and other U. T. El Paso employees perform at the Hoover House.

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April 2, 2019
Heather Wilson

Your base salary is all inclusive and there are no additional allowances provided for housing or automobile consistent with the Regents' *Rules and Regulations* on compensation for chief administrative officers. Reimbursement will be made for mileage associated with business use of a vehicle in accordance with the latest published Internal Revenue Service guidelines, the State Travel Regulations Act (*Texas Government Code*, Chapter 660) and applicable institutional policies. There is no separate provision for the use of a cellular telephone or other wireless device. Such use shall follow the policy for wireless devices at your institution.

The University of Texas System will also make direct payments for the actual costs of reasonable expenses related to moving and storage, if needed, of household, personal, and professional possessions from Arlington, Virginia and Albuquerque, New Mexico to El Paso, Texas. Please contact Mark McGurk, V.P. for Business Affairs at U. T. El Paso before making any arrangements related to relocation.

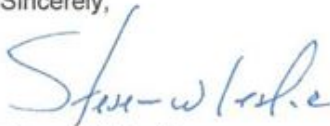
The University will reimburse you for commuting costs incurred by you and your husband including airfare, accommodations, and meals associated with your transition, consistent with IRS guidelines.

Information about benefits including health insurance, disability, life insurance and retirement has been transmitted under separate cover.

Some elements in this compensation package will be subject to federal income tax and as such will be subject to withholding and reported on the W-2 form along with base salary paid. You should consult your tax adviser as to the handling of business or other offsetting deductions.

I look forward to the opportunity to work with you as President of The University of Texas at El Paso. If you have any questions, please let me know.

Sincerely,



Steven W. Leslie
Executive Vice Chancellor for Academic Affairs

Accepted:  Date: 4.5.19

SWL/smr

cc: Chancellor James B. Milliken
Scott Kelley, Executive Vice Chancellor for Business Affairs
Mark McGurk, V.P. for Business Affairs
Francie Frederick, General Counsel to the Board of Regents

35. Contract (funds coming in) - U. T. Rio Grande Valley: Third Amendment to Annual Operating Agreement with Doctors Hospital at Renaissance, Ltd.

Agency: Doctors Hospital at Renaissance, Ltd. (DHR)

Funds: Monthly payments of \$1,252,866 from April 1, 2019 through December 31, 2019; for a total of \$11,275,794

Period: April 1, 2019 through December 31, 2019

Description: The Third Amendment to Annual Operating Agreement between DHR and U. T. Rio Grande Valley documents the payment for services flowing between the parties in connection with graduate and undergraduate medical education programs; and describes the commitment of the parties related to educational, clinical, structural, financial, and administrative needs of the graduate and undergraduate medical education programs and other collaboration efforts as contemplated in the related Affiliation Agreement between the parties. The Third Amendment extends the term of the Annual Operating Agreement for the remainder of Calendar Year 2019.

36. Contract (funds coming in) - U. T. Rio Grande Valley: Approval of Annual Operating Agreement with South Texas Health System

Agency: South Texas Health System, dba McAllen Medical Center

Funds: Monthly payments of \$159,577 from July 1, 2018 through June 30, 2020; for a total of \$3,829,848

Period: Although the Agreement's effective date is July 1, 2018, it was executed April 3, 2019. No funds have been paid to U. T. Rio Grande Valley pursuant to the Agreement; payment is expected 15 days following approval by the Board of Regents.

Description: The Annual Operating Agreement between South Texas Health System and U. T. Rio Grande Valley documents the payment for services flowing between the parties in connection with the family medicine graduate medical education program, and describes the commitment of the parties related to educational, clinical, structural, financial, and administrative needs of the family medicine graduate medical education program and other collaboration efforts as contemplated in the related Affiliation Agreement between the parties.

37. Request for Budget Change - U. T. Rio Grande Valley: New Hire with Tenure -- amendment to the 2018-2019 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Sciences					
Physics and Astronomy					
Dean and Professor					
Vivian Incera (T)	8/1-8/31	100	12	255,000	10701

38. Approval of Dual Position of Honor, Trust, or Profit - U. T. Rio Grande Valley: Appointment by Texas State Legislature, in partnership with the Texas Commission on the Arts, of Emmy Pérez, Professor, as 2020 State Poet Laureate

The following item has been approved by the Executive Vice Chancellor for Academic Affairs in accordance with Regents' *Rules and Regulations*, Rule 30103.

It has been determined that the holding of this office or position is of benefit to the State of Texas and The University of Texas Rio Grande Valley and that there is no conflict between holding this position and the appointment with the University.

The Board is also asked to find that holding this position is of benefit to the State of Texas and the University and that there is no conflict between the position and the University.

Name: Emmy Pérez

Title: Professor

Position: 2020 State Poet Laureate

Period: January 1, 2020 through December 31, 2020

Compensation: None

Description: The Texas State Legislature has appointed Professor Pérez as 2020 State Poet Laureate. The State Poet Laureate represents the state's literary legacy and is the highest accolade for excellence in the arts. Recipients represent the best in the rich and diverse artistic community, and inspire others through their unique creative expression.

39. Lease - U. T. Rio Grande Valley: Authorization to add and subtract premises and to further extend the term of leased space located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, on the Texas Southmost College campus, from the Texas Southmost College District, for administrative, office, classroom, laboratory, and ancillary uses

Description: Addition and subtraction of premises for a total of approximately 157,327 square feet of space down from approximately 181,470 square feet currently, and further extension of the term of the lease of space located in various buildings and suites on the Texas Southmost College campus located at 80 Fort Brown Road, Brownsville, Cameron County, Texas, for administrative, office, classroom, laboratory, and ancillary uses. With the exception of the bookstore lease, the term of each space will be extended to expire on the same date. U. T. Rio Grande Valley has the need for space due to the lack of existing instructional space.

Lessor: Texas Southmost College District

Term: The lease term for each of the spaces for which approval is requested, including extension periods, will expire on August 31, 2022, with the exception of the bookstore lease which will expire on July 15, 2022. The original lease of space commenced on September 1, 2013, shortly after the dissolution of the affiliation between U. T. Brownsville and Texas Southmost College District.

Lease Cost: Not to exceed fair market value as established by an independent appraisal. Appraisal is confidential pursuant to *Texas Education Code* Section 51.951. In addition to base rent, U. T. Rio Grande Valley will pay its proportionate share of the costs of utilities and janitorial services provided to the space.

40. Contract (funds going out) - U. T. San Antonio: adidas America, Inc., to serve as the exclusive apparel and footwear provider for U. T. San Antonio's Department of Intercollegiate Athletics

Agency: adidas America, Inc.

Funds: Approximately \$3,000,000 in cumulative expenditures for the initial term and the two optional renewal terms (\$500,000 per year)

Period: Initial four-year term beginning March 2, 2019, with two additional one-year renewal periods

Description: Intercollegiate Athletics Apparel and Footwear Provider Agreement provides U. T. San Antonio steeply discounted prices and additional consideration in exchange for adidas America's right to serve as the exclusive apparel and footwear provider for U. T. San Antonio's Department of Intercollegiate Athletics. The agreement resulted from a competitive Request for Proposal process.

Under the agreement, U. T. San Antonio will receive from adidas (1) the right each year during the initial term to order up to \$573,100 (retail value) of adidas products at no charge to U. T. San Antonio (not included in the above "funds going out"), with such value increasing to \$613,100 during any extension term; (2) a yearly baseball product allotment with a total current retail value of \$8,690; and (3) for the Fall 2020 anniversary football season, a custom football uniform allotment (125 sets of jerseys and pants) with a current total retail value of \$31,250. The agreement also provides U. T. San Antonio with possible financial bonuses from adidas of (1) up to \$50,000 each year in spend threshold bonuses, (2) up to \$50,000 in extension term bonuses (\$25,000 each extension), and (3) various athletic performance incentive bonuses.

41. Contract (funds going out) - U. T. San Antonio: Compass Group USA, Inc., to operate and manage snack vending machines in various locations throughout campus

Agency: Compass Group USA, Inc., by and through its Canteen division

Funds: Estimated \$450,000 in royalty for both the initial term and the optional renewal terms (estimated \$75,000 per year)

Period: Initial term May 24, 2019 through June 1, 2021; with four additional 12-month renewal options, at U. T. San Antonio's discretion

Description: Operation and management of snack vending machines in various locations throughout U. T. San Antonio's campus. The agreement resulted from a competitive Request for Proposal process, in which Compass Group USA, Inc., was the highest ranked proposer. In accordance with *Texas Education Code* Section 51.945, U. T. San Antonio's students were provided with an opportunity to comment prior to the determination that this vending services provider should be selected by U. T. San Antonio.

42. Request for Budget Change - U. T. Tyler: New Hire with Tenure -- amendment to the 2018-2019 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Business					
Computer Science					
Dean and Professor					
Robert Beatty (T)	7/1/2019	100	12	260,000	10721

43. Gift - U. T. Tyler: Authorization to accept a gift of approximately 20,000 square feet of vacant land located adjacent to the institution's main campus and to the north of University Boulevard and west of Adam Henry Road, Smith County, Tyler, Texas, from Woods Baptist Church of Tyler, Texas, for future programmed campus expansion; and finding of public purpose

Description: Acquire a 25-foot strip of vacant land adjacent to the institution's main campus and to the north of University Boulevard and west of Adam Henry Road, Smith County, Tyler, Texas, for future programmed campus expansion, initially for a sidewalk connecting the institution's student apartments known as Victory Village with the main campus. Woods Baptist Church will deed the strip of land as a gift to U. T. Tyler. This gift is being accepted by the Board of Regents in accordance with Regents' Rule 60103 and 70301, and because this property is not within the institution's master plan expansion zone.

Grantor: Woods Baptist Church of Tyler, Texas, a Texas nonprofit corporation

Land Value: The fair market value of the property is estimated to be \$1.50 per square foot, or \$30,000.

Maintenance Cost: In consideration for the gift, U. T. Tyler will maintain an adjacent 30-foot strip of land owned by grantor that is wooded. The institution will clear the underbrush from the area to provide for a wider line of sight along the sidewalk and will keep the area clear of brush on an ongoing basis. The initial clearing of the area is estimated to cost approximately \$10,000, with an estimated annual \$1,000 expenditure thereafter.

Total Value of the Transaction: The estimated value of the land gift by Woods Baptist Church is \$30,000. The present value of U. T. Tyler's obligation to keep the adjacent land cleared is estimated at \$27,000; therefore, the net value of the gift is estimated at \$3,000. The maintenance cost obligation is estimated to be less than the value of the land and the institution believes that providing a sidewalk with unobstructed views for the safety of the students supports the acquisition.

Finding of Public Purpose:

U. T. Tyler has estimated that the net value of the gift is approximately \$3,000. In the event that the maintenance obligation exceeds the value of the land gift, resulting in a cost to U. T. Tyler, the institution has determined that the acquisition supports the public mission and serves a public purpose appropriate to the function of the institution, as it will allow the institution to provide a sidewalk with unobstructed views for the safety of students walking from student apartments to the main campus. U. T. Tyler has also determined that the gift is structured with adequate safeguards and controls in place to ensure the public purpose will continue to be met on an ongoing basis and will result in adequate consideration and benefits to U. T. Tyler and its students.

HEALTH AFFAIRS COMMITTEE

44. Report - U. T. System Health Institutions: Fiscal Year 2018 Post-Tenure Review

In accordance with *Texas Education Code* Section 51.942 and Regents' *Rules and Regulations*, Rule 31102, the following report on the Fiscal Year 2018 post-tenure review for the U. T. System health institutions is provided by the Executive Vice Chancellor for Health Affairs, *ad interim*.

During Fiscal Year 2018, 205 tenured faculty members at the six health institutions with tenured faculty were subject to post-tenure review. Of the 205 faculty members reviewed, 102 or 49.8% were evaluated as Exceeds Expectations; 94 or 45.9% received Meets Expectations; 6 or 2.9% received Does Not Meet Expectations; and 3 or 1.5% received Unsatisfactory evaluations. Thirteen faculty members retired or resigned the tenured position before their post-tenure review.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2017-2018.

Summary of Post-Tenure Review Results

	Total Subject to Review	Total Exceeds Expectations	Total Meets Expectations	Total Does Not Meet Expectations	Total Unsatisfactory	Decided to Retire or Resign Before Review
UTSWMC	46	30	14	1	1	3
UTMB	25	12	12	1	0	4
UTHSC-H	39	28	11	0	0	1
UTHSC-SA	36	29	7	0	0	2
UTMDACC	59	3	50	4	2	3
UTHSC-T	0	0	0	0	0	0
Total	205	102	94	6	3	13
		49.8%	45.9%	2.9%	1.5%	

Post-Tenure Review Results by Gender

	Subject to Review		Exceeds Expectations		Meets Expectations		Does Not Meet Expectations		Unsatisfactory		Decided to Retire or Resign Before Review	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
UTSWMC	35	11	23	7	10	4	1	0	1	0	3	0
UTMB	19	6	8	4	10	2	1	0	0	0	4	0
UTHSC-H	24	15	16	12	8	3	0	0	0	0	0	1
UTHSC-SA	27	9	21	8	6	1	0	0	0	0	1	1
UTMDACC	46	13	2	1	39	11	3	1	2	0	3	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0	0	0
Total	151	54	69	32	73	21	5	1	3	0	11	2

Post-Tenure Review Results by Ethnicity

	Total Actually Reviewed					Exceeds Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	32	1	1	12	0	22	1	1	6	0
UTMB	19	0	2	4	0	8	0	1	3	0
UTHSC-H	31	0	2	6	0	21	0	2	5	0
UTHSC-SA	25	0	2	7	2	20	0	2	5	2
UTMDACC	38	1	2	18	0	2	0	0	1	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0
Total	145	2	9	47	2	73	1	6	20	2

	Meets Expectations					Does Not Meet Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	8	0	0	6	0	1	0	0	0	0
UTMB	10	0	1	1	0	1	0	0	0	0
UTHSC-H	10	0	0	1	0	0	0	0	0	0
UTHSC-SA	5	0	0	2	0	0	0	0	0	0
UTMDACC	33	1	2	14	0	2	0	0	2	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0
Total	66	1	3	24	0	4	0	0	2	0

	Unsatisfactory					Decided to Retire/Resign Before Review				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	1	0	0	0	0	3	0	0	0	0
UTMB	0	0	0	0	0	3	0	1	0	0
UTHSC-H	0	0	0	0	0	1	0	0	0	0
UTHSC-SA	0	0	0	0	0	2	0	0	0	0
UTMDACC	1	0	0	1	0	3	0	0	0	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0
Total	2	0	0	1	0	12	0	1	0	0

PRESENT STATUS OF EACH PERFORMANCE THAT DOES NOT MEET EXPECTATIONS:

U. T. Southwestern Medical Center: Professor will retire from the faculty.

U. T. Medical Branch-Galveston: Plan in process at this time and the faculty member is working with the department.

U. T. M. D. Anderson Cancer Center: Professor pending administrative review; one Associate Professor pending administrative review; and two Associate Professors renewal of tenure approved in FY 2019 committee.

PRESENT STATUS OF EACH UNSATISFACTORY PERFORMANCE:

U. T. Southwestern Medical Center: An action plan was developed and Professor is currently undergoing a second post-tenure review.

U. T. M. D. Anderson Cancer Center: Professor position ends at the end of 7th-year term; Associate Professor position ends at the end of the 7th-year term.

45. Contract (funds coming in) - U. T. Southwestern Medical Center: To provide information technology services to Southwestern Health Resources Clinically Integrated Network

Agency: Southwestern Health Resources Clinically Integrated Network

Funds: \$4,700,000

Period: June 1, 2019 through August 31, 2019

Description: U. T. Southwestern will provide information technology services to Southwestern Health Resources Clinically Integrated Network.

46. Purchase - U. T. Southwestern Medical Center: Authorization to purchase approximately seven acres of unimproved land located at 6114 Forest Park Road, Dallas, Dallas County, Texas, from Viceroy Maple, L.P., for future campus expansion

Description: Purchase of approximately seven acres of unimproved land located at 6114 Forest Park Road, Dallas, Dallas County, Texas, from Viceroy Maple, L.P., a Texas limited partnership, and authorization to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to purchase the property. The property is located across the street from portions of the institution's main campus and is within its expansion zone. The property will be used for future campus expansion.

Seller: Viceroy Maple, L.P., a Texas limited partnership

Purchase Price: Not to exceed fair market value as determined an independent appraisal performed by Integra Realty Resources, confidential pursuant to *Texas Education Code* Section 51.951.

47. Contract (funds going out) - U. T. Medical Branch - Galveston: Sal Esparza, Inc., to provide campus landscaping services

Agency: Sal Esparza, Inc.

Funds: \$5,600,000

Period: February 1, 2019 through January 31, 2022; with the option to renew for two additional two-year periods

Description: Sal Esparza, Inc., will provide campus landscaping services to U. T. Medical Branch - Galveston. This contract was competitively bid.

48. Contract (funds going out) - U. T. Medical Branch - Galveston: Amendment to Agreement with Boston Scientific, Inc., to provide WATCHMAN implants for stroke reduction without the use of blood thinners to the Cardiac Services Department

Agency: Boston Scientific, Inc.

Funds: \$3,600,000

Period: March 30, 2019 through December 1, 2020

Description: Boston Scientific, Inc., to provide WATCHMAN implants for stroke reduction without the use of blood thinners to the Cardiac Services Department. This first amendment, effective March 30, 2019, adds U. T. Medical Branch - Galveston's Clear Lake Campus to the agreement and increases the total dollar amount from \$1,800,000 to \$3,600,000, taking the agreement over the institution's \$2,500,000 delegation threshold. The agreement was acquired via an Exclusive Acquisition Justification.

49. Contract (funds going out) - U. T. Medical Branch - Galveston: Comfort Systems, USA (South Central) Inc., to provide boiler, chiller, and cooling tower repair and maintenance services

Agency: Comfort Systems, USA (South Central) Inc.

Funds: \$4,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Comfort Systems USA (South Central) Inc., to provide boiler, chiller, and cooling tower repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

50. Contract (funds going out) - U. T. Medical Branch - Galveston: Tower Performance of Texas, Inc., to provide boiler and HVAC automation controls repair and maintenance services

Agency: Tower Performance of Texas, Inc.

Funds: \$3,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Tower Performance of Texas, Inc., to provide boiler and HVAC automation controls repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

51. Contract (funds going out) - U. T. Medical Branch - Galveston: Correct Electric, Inc., to provide electrical system repair and maintenance services

Agency: Correct Electric, Inc.

Funds: \$3,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Correct Electric, Inc., to provide electrical system repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

52. Contract (funds going out) - U. T. Medical Branch - Galveston: DL Mechanical, LLC, to provide plumbing, mechanical, and medical gas repair and maintenance services

Agency: DL Mechanical, LLC

Funds: \$5,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: DL Mechanical, LLC, to provide plumbing, mechanical, and medical gas repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

53. Contract (funds going out) - U. T. Medical Branch - Galveston: Gowan, Inc., to provide HVAC automation controls, HVAC, and medical gas plumbing repair and maintenance services

Agency: Gowan, Inc.

Funds: \$6,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Gowan, Inc., to provide HVAC automation controls, HVAC, and medical gas plumbing repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

54. Contract (funds going out) - U. T. Medical Branch - Galveston: Hayes Mechanical, LLC, to provide HVAC repair and maintenance services

Agency: Hayes Mechanical, LLC

Funds: \$5,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Hayes Mechanical, LLC, to provide HVAC repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

55. Contract (funds going out) - U. T. Medical Branch - Galveston: HB Mechanical Services, Inc., to provide boiler and HVAC automation control repair and maintenance services

Agency: HB Mechanical Services, Inc.

Funds: \$4,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: HB Mechanical Services, Inc., to provide boiler and HVAC automation control repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

56. Contract (funds going out) - U. T. Medical Branch - Galveston: Jonmar Electric, Inc., to provide electrical system repair and maintenance services

Agency: Jonmar Electric, Inc.

Funds: \$3,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Jonmar Electric, Inc., to provide electrical system repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

57. Contract (funds going out) - U. T. Medical Branch - Galveston: Prime Mechanical & Construction, LLC, to provide plumbing, mechanical, and HVAC repair and maintenance services

Agency: Prime Mechanical & Construction, LLC

Funds: \$12,000,000

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional one-year periods

Description: Prime Mechanical & Construction, LLC, to provide plumbing, mechanical, and HVAC repair and maintenance services to U. T. Medical Branch - Galveston on an as-needed basis. This contract was competitively bid.

58. Request for Budget Change - U. T. Medical Branch - Galveston: New Hires with Tenure -- amendment to the 2018-2019 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
School of Health Professions					
Dean of Health Professions					
Senior Vice President and Dean					
David Brown (T)	3/1-8/31	100	12	310,000	10667
College of Medicine					
Biochemistry and Molecular Biology					
Professor					
Linda Kenney (T)	4/1-8/31	100	12	225,000	10681

59. Lease - U. T. Medical Branch - Galveston: Authorization to renew and extend a lease of approximately 3,495 rentable square feet of space in a building located at 9300 Emmett F. Lowry Expressway #128, Texas City, Texas, from Mainland Shopping Center, Ltd., for administrative offices and other mission uses

Description: Renew and extend the lease of approximately 3,495 rentable square feet located at 9300 Emmett F. Lowry Expressway #128, Texas City, Texas, for administrative office and other mission uses.

Lessor: Mainland Shopping Center, Ltd., a Texas limited partnership

Term: The lease commenced on December 31, 1994, but did not require Board authorization at that time. The current lease expires on July 30, 2019; the proposed lease amendment will extend the term for five years from August 1, 2019, through July 31, 2024.

Lease Cost: Base Rent totals approximately \$3,855,054.30 from commencement of the lease in 1994 through the expiration of the proposed renewal term on July 31, 2024. The rent rate for the entirety of the extension term is \$12.75 per rentable square foot annually.

60. Contract (funds coming in) - U. T. Health Science Center - Houston: To provide professional services and support for the Orthopedic Service Line to Memorial Hermann Health System

Agency: Memorial Hermann Health System

Funds: \$68,000,000

Period: January 1, 2019 through December 31, 2023

Description: Memorial Hermann Health System (MHHS) to compensate U. T. Health Science Center - Houston for professional, medical, administrative, and academic services associated with MHHS's Orthopedic Service Line.

61. Contract (funds coming in) - U. T. Health Science Center - Houston: To provide professional services and support for the Neurosciences Service Line to Memorial Hermann Health System

Agency: Memorial Hermann Health System

Funds: \$34,300,000

Period: July1, 2019 through June 30, 2024

Description: Memorial Hermann Health System (MHHS) to compensate U. T. Health Science Center - Houston for professional, medical, administrative, and academic services associated with MHHS's Neurosciences Service Line.

62. Contract (funds coming in) - U. T. Health Science Center - Houston: To provide professional services and support for the Women's and Children's Service Line to Memorial Hermann Health System

Agency: Memorial Hermann Health System

Funds: \$54,440,046

Period: January 1, 2019 through December 31, 2023

Description: Memorial Hermann Health System (MHHS) to compensate U. T. Health Science Center - Houston for professional, medical, administrative, and academic services associated with MHHS's Women's and Children's Service Line.

63. Contract (funds coming in) - U. T. Health Science Center - Houston: To provide professional services and support for the Heart and Vascular Service Line to Memorial Hermann Health System

Agency: Memorial Hermann Health System

Funds: \$22,653,008

Period: January 1, 2019 through December 31, 2023

Description: Memorial Hermann Health System (MHHS) to compensate U. T. Health Science Center - Houston for professional, medical, administrative, and academic services associated with MHHS's Heart and Vascular Service Line.

64. Contract (funds going out) - U. T. Health Science Center - Houston: Epic Systems Corporation to provide Electronic Health Record and Revenue Cycle Management services

Agency: Epic Systems Corporation

Funds: \$81,000,000

Period: September 1, 2019 through August 31, 2029

Description: U. T. Health Science Center - Houston requests approval to enter into contract negotiations with Epic Systems Corporation in support of the Electronic Health Record and Revenue Cycle Management operations. Epic was selected as a result of a competitive Request for Proposal. There are two contracts contemplated for the agreement with Epic as follows:

Licensing/Maintenance
and Implementation: \$45,000,000

Hosting Services: \$36,000,000

65. Contract (funds going out) - U. T. Health Science Center - Houston: Amendment to Agreement with SunNet Solutions Corporation to perform annual maintenance for the Engage platform

Agency: SunNet Solutions Corporation

Funds: \$5,000,000; inclusive of the initial term and all renewal options

Period: April 1, 2019 through August 31, 2024

Description: The initial Engage system resulted from a Request for Proposal awarded to SunNet Solutions Corporation. SunNet developed the software platform to provide two crucial services to Texas State Initiatives funders. For the Texas Education Agency, it provides assessment, professional development, activities and collaborative tools to over 12,000 pre-school teachers and 200,000 students throughout Texas. For the Texas Workforce Commission, it supports the evaluation of statewide pre-school centers as part of the Texas Quality Rating Improvement System.

This amendment is for annual maintenance for the Engage platform. The services provided under this contract include bug fixes, support of the on-going operation of the platform and periodic monitoring of application performance.

66. Contract (funds going out) - U. T. Health Science Center - Houston: Amendment to Agreement with SunNet Solutions Corporation to perform annual enhancements to the Engage platform

Agency: SunNet Solutions Corporation

Funds: \$9,600,000; inclusive of the initial term and all renewal options

Period: April 1, 2019 through August 31, 2024

Description: This amendment is for annual enhancements to the Engage platform that was originally created by SunNet Solutions Corporation under a contract that resulted from a Request for Proposal. The work under this amendment will include updates to support the optimization of the platform to serve as a critical infrastructure component for providing services to the Texas Education Agency and Texas Workforce Commission.

67. Contract (funds going out) - U. T. Health Science Center - Houston: Second Amendment to Agreement with Richards Carlberg, Inc., to perform UTHealth Branding and Awareness Campaign on a multiyear basis

Agency: Richards Carlberg, Inc.

Funds: Increase cap from \$10,000,000 to \$15,000,000

Period: Extend term from September 1, 2019 through August 31, 2021

Description: Richards Carlberg, Inc., was chosen, after responding to a Request for Proposal, to provide Branding and Awareness Campaign services in 2015. Under the initial agreement, Richards Carlberg, Inc., was to develop and execute a comprehensive and Texas-focused branding and awareness campaign aimed at a very targeted audience from April 1, 2015, to August 31, 2018. Under the first amendment, approved by the Board on August 24, 2017, Richards Carlberg, Inc., was authorized to continue its collaborative effort to execute the "Many Faces of UTHealth" campaign for a term ending August 31, 2019. This proposed second amendment seeks to extend the contract through 2021 and to increase the contract cap to \$15,000,000.

68. Request for Budget Change - U. T. Health Science Center - Houston: Tenure Appointment -- amendment to the 2018-2019 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
School of Public Health					
Department of Biostatistics and Data Science					
Associate Professor					
Xi Luo (T)	1/1-8/31	100	12	145,000	10725

69. Request for Budget Change - U. T. Health Science Center - San Antonio: New Hires with Tenure -- amendment to the 2018-2019 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Health Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
School of Medicine					
Cellular and Integrative Physiology					
Professor					
Chu Chen (T)	3/18-8/31	100	12	220,000	10704
Pharmacology					
Professor					
Noboru Hiroi (T)	6/1-8/31	100	12	190,000	10549
School of Dentistry					
Endodontics					
Associate Professor					
Asma Khan (T)	1/2-8/31	100	12	160,000	10706

70. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Advanced Accelerator Applications USA, Inc., to provide a proprietary radiopharmaceutical product for treatment of neuroendocrine tumors

Agency: Advanced Accelerator Applications USA, Inc.

Funds: The total cost of goods and services under this agreement, including all renewals, will not exceed \$205,000,000.

Period: March 1, 2019 through February 28, 2022; with the option to renew for two additional 12-month periods

Description: Advanced Accelerator Applications USA, Inc., will provide to U. T. M. D. Anderson Cancer Center a proprietary radiopharmaceutical product for the therapeutic treatment of somostatin receptor-positive gastroenteropancreatic neuroendocrine tumors. This agreement was acquired via an Exclusive Acquisition Justification.

71. Lease - U. T. M. D. Anderson Cancer Center: Authorization to lease an additional approximately 70,656 of rentable square feet of space at Life Science Plaza, located at 2130 West Holcombe Boulevard, Houston, Harris County, Texas, from Life Science Plaza Investment Group, L.P., for clinical and other mission uses

- Description: Lease of approximately 70,656 square feet of additional space located on the 6th and 7th floors at 2130 West Holcombe Boulevard, Houston, Harris County, Texas, for clinical and other mission uses. The institution already leases space in this building and this is an expansion of space within the building.
- Lessor: Life Science Plaza Investment Group, L.P., a Delaware limited partnership
- Term: Commencing on June 15, 2019, for the 6th floor; November 1, 2019, for the 7th floor; and then for 10 years through October 31, 2029, for both floors. In addition, there are two five-year renewal options at fair market value.
- Lease Cost: Approximately \$29,026,648; plus an estimated \$16,201,943 in operating expense costs for an estimated total cost of \$45,228,591. Base rent for medical office space is \$35.35 per square foot escalating by 3.33% annually. There is a very small amount of space that is mechanical space for use by the institution at a lower rental rate. The rent and operating expense cost estimates above may more than double if U. T. M. D. Anderson Cancer Center exercises both renewal options.
- Tenant Improvements: The institution is responsible for tenant improvements with Lessor to provide a total allowance of approximately \$818,591 to the institution. Total cost to complete the project is an estimated \$34,200,000 to \$37,200,000 of which \$13,000,000 is for furniture, fixtures and equipment.

72. Lease - U. T. M. D. Anderson Cancer Center: Authorization to extend the existing lease of approximately 100,955 rentable square feet of warehouse space located at 3111-3115 Corder Street, Houston, Harris County, Texas, from Elgee Associates, for mission uses, including storage purposes

Description: Extend the term of a space lease of approximately 100,955 rentable square feet located at 3111-3115 Corder Street, Houston, Harris County, Texas, for mission uses, including storage purposes.

Lessor: Elgee Associates, a Texas General Partnership

Term: The initial five-year term of the lease began on September 1, 2009 and has previously been extended for a five-year term ending August 31, 2019. The subject five-year extension of the lease will commence September 1, 2019 and expire on August 31, 2024, with no additional options to renew.

Lease Cost: The average annual gross rent, including increases tied to the Consumer Price Index, is estimated to be \$6.28 per square foot for a total amount of \$3,172,207 over the extended five-year term.

Tenant Improvements: None proposed

Total Cost: Total estimated gross rental amounts from lease commencement of September 1, 2009, through August 31, 2024, is approximately \$8,319,279.

73. Lease - U. T. M. D. Anderson Cancer Center: Authorization to extend the term of the institution's current leases of approximately 42,345 square feet of space on the 1st, 2nd, and 4th floors in Sugar Land Medical Plaza located at 1327 Lake Pointe Parkway, Sugar Land, Fort Bend County, Texas, from St. Luke's Sugar Land Properties Corporation

Description: Extension of leases of approximately 42,345 square feet of space on the 1st, 2nd and 4th floors of Sugar Land Medical Plaza located at 1327 Lake Pointe Parkway, Sugar Land, Fort Bend County, Texas, for clinical and other mission uses

Lessor: St. Luke's Sugar Land Properties Corporation, a Texas nonprofit corporation

Term: Commencing on June 19, 2019; June 28, 2019; and August 31, 2019; then for a term of five years

Lease Cost: Approximately \$8,752,711 plus an estimated \$4,598,628 in operating expenses for an estimated total cost of \$13,351,339. Base rent is a flat rate of \$20.67 per square foot over the five-year term.

Tenant Improvements: Approximately \$350,000 to be paid by the institution

74. Gift - U. T. Health Science Center - Tyler: Authorization of expenditure of a gift of \$100,000 for use in improvements to the public address system in U. T. Health East Texas Tyler hospital; and finding a public purpose

Description: Approval is needed to authorize expenditure of a donated gift of \$100,000 for use in improvements to the public address system for the U. T. Health East Texas Tyler Hospital. This hospital is part of the East Texas Health System, LLC, owned jointly by U. T. Health Science Center - Tyler (30%), and Ardent Health (70%), a private entity, and governed 50% and 50% by both entities.

Donor: Bob L. Herd Foundation

Value: \$100,000

Finding of Public Purpose: U. T. Health Science Center - Tyler has determined that the expenditure of the gift of \$100,000 for improvements to a public address system in a hospital owned by the East Texas Health System, LLC, supports the public mission of and serves a public purpose appropriate to the functions of U. T. Health Science Center - Tyler. In authorizing the formation of the East Texas Health System, LLC, with Ardent Health on February 15, 2018, the Board of Regents found that U. T. Health Science Center - Tyler's participation in the LLC would strengthen academic and educational programs for students, residents, and other trainees; would enhance basic and clinical research capabilities; would allow for integration of community and public health initiatives; and would expand patient care services, improve health outcomes, and extend the reach of U. T. Health Science Center - Tyler in the community. That expansion was made possible in part by the transfer to the LLC of nine hospitals previously owned by Ardent Health, one of which is now the U. T. Health East Texas Tyler Hospital. Accordingly, enhancements to that hospital's public address system will enhance the ability of U. T. Health Science Center - Tyler personnel working at the facility to provide patient care services, leading to improved health outcomes. U. T. Health Science Center - Tyler has also determined that those enhancements provide adequate consideration and benefits to institution.

Finally, U. T. Health Science Center - Tyler has also determined that, as the governance structure is set at 50% Ardent and 50% U. T. Health Science Center - Tyler, there are adequate safeguards in place to ensure the public purposes noted above will continue to be met on an ongoing basis.

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

75. Contract (funds going out) - U. T. System: Moss Adams, LLP, to perform construction audit and miscellaneous audit services

Agency: Moss Adams, LLP

Funds: Anticipated total cost may exceed \$1,000,000 over the term of the contract for services provided on an as-needed basis

Period: June 20, 2018 through June 19, 2024
(Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold)

Description: Moss Adams, LLP, to perform construction audit and miscellaneous audit services on a job order basis. Services were competitively procured. The U. T. System Office of Contracts and Procurement will closely monitor the spend over the life of the agreement.