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THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS  
CONSENT AGENDA**

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May 3 - 4, 2023  
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 February 22-23, 2023; and the special called meeting held March 24, 2023
2. Other Matters - U. T. System: Approval of Newly Commissioned Peace Officers

In accordance with Section 51.203 of the *Texas Education Code*, the Board is asked to approve the Commissioning of the following Peace Officers. The Officers have completed training at the U. T. System Police Training Academy and passed the State of Texas Police Officer Licensing Examination, effective March 17, 2023.

<u>Name</u>	<u>Institution</u>
Matthew Adam	U. T. Austin
Keegan Glabus	U. T. Austin
Peter Illing	U. T. Austin
Michael Marcinowski	U. T. Austin
Joseph Morales-Serratos	U. T. Austin
Jose Portillo	U. T. Austin
Irvin Portillo-Zapata	U. T. Austin
Patrick Mullins, Jr.	U. T. Medical Branch - Galveston
Terri Johnson	U. T. Health Science Center - Houston
Edwin Thomas	U. T. Health Science Center - Houston
Ricardo Molina, Jr.	U. T. Rio Grande Valley
Colter Hazel	U. T. Tyler

## AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

No items for Consent Agenda

## FINANCE AND PLANNING COMMITTEE

3. Other Fiscal Matters - U. T. System Board of Regents: Approval of \$35,000,000 of funding for U. T. Rio Grande Valley's Deferred Maintenance Program; and resolution regarding parity debt

The Executive Vice Chancellor for Business Affairs recommends approval of this item authorizing funding of \$35,000,000 from Revenue Financing System (RFS) bond proceeds for U. T. Rio Grande Valley to finance its multiyear Deferred Maintenance Program covering prioritized projects at its Edinburg, Brownsville, Harlingen, and South Padre Island locations.

Annual debt service is estimated at \$1,963,067. The debt is expected to be repaid with designated tuition, medical school revenues, and auxiliary service revenues in proportion to amounts borrowed for general academic, medical school, and auxiliary spaces, respectively.

The institution's Scorecard Rating of 3.8 at the Fiscal Year-end 2022 is below the maximum threshold of 6.0 and demonstrates that the institution has the financial capacity to satisfy its direct obligations related to parity debt. The institution therefore requests that the Board resolve in accordance with Section 5 of the Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System that:

- parity debt shall be issued to fund all or a portion of the projects' cost, including any costs prior to the issuance of such parity debt;
- sufficient funds will be available to meet the financial obligations of the U. T. System, including sufficient Pledged Revenues as defined in the RFS Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System, and to meet all financial obligations of the U. T. System Board of Regents relating to the Financing System;
- U. T. Rio Grande Valley, which is a "Member" as such term is used in the RFS Master Resolution, possesses the financial capacity to satisfy its direct obligation as defined in the Master Resolution relating to the issuance by the U. T. System Board of Regents of parity debt in an aggregate amount of \$35,000,000; and
- this resolution satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations* that evidences the Board's intention to reimburse project expenditures with bond proceeds.

The U. T. Rio Grande Valley Office of Operations, Planning and Construction has undertaken a comprehensive study on the institution's facilities and has identified multiple deferred maintenance projects as high priorities. These projects are critical for student retention and success, research, and health care goals and are anticipated to be completed by the close of FY 2025.

The requested funding of \$35,000,000 will finance \$25,000,000 of projects related to general academic and medical school spaces and \$10,000,000 of projects related to student housing and other auxiliary services. Projects include exterior/envelope repairs, roof repairs and replacements, HVAC repairs, erosion control, building automation, chiller replacement, and interior refreshes and renovations. Opportunities to achieve energy savings, operational efficiencies, and cost avoidance will be sought.

4. Contract (funds coming in) - U. T. System: Rito Foods, Inc., to supply and maintain prepared meals in vending machines

Agency: Rito Foods, Inc.

Funds: \$3,750 over the term of the Agreement, including renewals

Period: May 5, 2023 through May 4, 2024; with four one-year renewal options

Description: Rito Foods, Inc., will supply and maintain prepared meals for vending machines at the U. T. System Administration Building, for which U. T. System will receive royalties and operation expenses.

Board approval for this Agreement is sought in accordance with *Texas Government Code* Section 2203.005(a), which requires governing board approval of such vending machine placement agreements, and in accordance with U. T. Systemwide Policy UTS 130 pertaining to Vending Machine Contracts.

5. Contract (funds going out) - U. T. System: Grant Thornton, LLP, to provide technical accounting services related to Governmental Accounting Standards Board (GASB)

Agency: Grant Thornton, LLP

Funds: Possibility that expenditures may exceed \$1,000,000 over the term of the contract

Period: August 31, 2023 through August 31, 2024

Description: In accordance with Governmental Accounting Standards Board (GASB), Grant Thornton will provide technical accounting services related to GASB pronouncements and other related authoritative accounting guidance applicable to State governments and the higher education sector. Contract was acquired through approved procurement procedures.

## ACADEMIC AFFAIRS COMMITTEE

6. Contract (funds coming in) - U. T. Arlington: Amendment to Agreement with Maverick Sports Properties, LLC, a subsidiary of Learfield Licensing Partners, to license U. T. Arlington's trademarks for use in athletic sponsorship transactions

Agency: Maverick Sports Properties, LLC, a wholly owned subsidiary of Learfield Licensing Partners

Funds: Estimated \$4,00,000, in addition to a \$200,000 capital subsidy paid in five annual installments

Period: June 30, 2021 through June 30, 2029

Description: Maverick Sports Properties, LLC, to license U. T. Arlington's trademarks for use in athletic sponsorship transactions. The initial Agreement was approved by the Board of Regents on August 20, 2015, and was effective July 1, 2014 through June 30, 2021. This First Amendment extends the Agreement through June 30, 2029. Each year Learfield will receive the first \$275,000 (compounded by 3.5% each year thereafter) in collected sponsorship dollars. Learfield will then pay U. T. Arlington royalties each year of 65% of collected adjusted gross sponsorship revenue up to and including \$1,250,000; and 75% of collected adjusted gross sponsorship revenue in excess of \$1,250,000.

7. Contract (funds coming in) - U. T. Austin: Master Services Agreement for Clinical Care Services with Travis County Healthcare District, dba Central Health, related to the provision of specialty clinical professional, facility, and technical services to Central Health patients

Agency: Travis County Healthcare District, dba Central Health

Funds: \$10,000,000 over approximately five to seven years

Period: October 1, 2022 through September 30, 2023; with annual renewal periods unless terminated

Description: U. T. Austin, Travis County Healthcare District, dba Central Health (Central Health), and Community Care Collaborative (CCC) are parties to an Affiliation Agreement, which was approved by the Board on July 14, 2014. As part of that Affiliation Agreement, U. T. Austin has delivered health care services to the Central Health patients. For several years, U. T. Austin and CCC participated in a separate agreement where U. T. Austin primarily provided musculoskeletal and women's health professional services.

Under this proposed Master Services Agreement, U. T. Austin will provide the following professional, facility, and technical services to Central Health: women's health professional services; ophthalmology professional and facility services, including ambulatory surgery center access and imaging; podiatry professional and facility services, including ambulatory surgery center access and imaging; advanced imaging services; and post-COVID clinical services. The total anticipated revenue is \$950,000 over the initial term, and \$1,200,000 annually for each renewal period, for a total of up to \$10,000,000 over the first five to seven years.

8. Contract (funds going out) - U. T. Austin: QA Construction Services, Inc., to provide job order contracting services to campus facilities

Agency: QA Construction Services, Inc. (QA)

Funds: Total costs will exceed \$5,000,000 over the maximum five-year contract period

Period: November 1, 2022 through October 31, 2023; with four one-year renewal options

Description: QA Construction Services, Inc., to provide general construction job order contracting services, with project varying in scope and size. Separate service agreements will be executed for individual projects. Services were competitively procured.

9. Request for Budget Change - U. T. Austin: Transfer \$40,000,000 from Intellectual Property Income – Operating Income to Intellectual Property Income – Maintenance, Operation and Equipment to increase spending authority to distribute 50% of NIH royalty payments to U. T. researchers for the technology invented for the COVID 19 vaccine (RBC No. 11937) -- amendment to the 2022-2023 budget

10. Request for Budget Change - U. T. Dallas: New Hires with Tenure -- amendment to the 2022-2023 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic 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 \$	
<b>School of Arts, Humanities, and Technology</b>					
Art History					
Professor Erika Doss (T)	7/1-5/31	100	09	200,000	11931
Professor Tatiana Flores (T)	7/1-5/31	100	09	170,000	11932

11. Gift - U. T. Dallas: Authorization to accept the gift of a sculpture entitled “Yo y Tu” by Jose Sacal to be placed outside of the Edith O’Donnell Arts and Technology Building

Description: U. T. Dallas is requesting approval to accept a gift from the Fundación Jose Sacal, A.C. of a sculpture to be placed outside of the Edith O’Donnell Arts and Technology Building. This location is on the east side of the Margaret McDermott Mall, a pedestrian thoroughfare and the focal point of university outdoor activity.

The outdoor work of art, entitled "Yo y Tu," is 13.2 feet tall and weighs 1,322 lbs. The sculpture is made of cast bronze and was completed by Mexican artist Jose Sacal (1944-2018) in 2005.

The acceptance of “Yo y Tu” is mission-aligned with U. T. Dallas as it works to make the campus an arts destination for the Dallas community and beyond.

The statue depicts a firmly planted foot transitioning to a hand reaching into the universe. With a solid foundation, reach is unlimited. The importance of art such as this on campus aligns with the 2018 University of Texas at Dallas Campus Master Plan and the 2021 University’s Strategic Plan. The creation of the Arts Village as referenced in the Campus Master Plan provides a location where students and visitors can access visual and performing arts on campus.

Donor: This proposed gift will be donated by the Fundación Jose Sacal, A.C. following participation in a Fall 2022 UTD Center for US-Latin American Initiatives sculpture walk. The event was held in conjunction with the Edith O'Donnell Institute of Art History, the Mexican Consulate in Dallas, and the American Jewish Committee and featured 21 pieces of contemporary art by Sacal. After the event and because of its success, Foundation representatives expressed their desire to permanently donate "Yo y Tu" to the University.

Jose Sacal was born in Curenavaca, Morelos in 1944 and from an early age showed an interest in art, attending the School of Arts of the National Institute of Fine Arts. There he began to explore painting and modeling. During his high school years, he worked for a time in a psychiatric hospital, proposing creative activities for the rehabilitation of patients and later studied medicine in college. Both of these experiences provided him with an understanding of human anatomy and the human condition which would later be incorporated into his works. At the age of 24, he began work as a fashion designer leading to a period of world travel further influencing his perspectives and artistic works. Described primarily as a surrealist, Sacal's works in clay, ceramics, bronze, and other metals touch on human elements viewed through an abstract lens. His work has been installed in the United States, Israel, Mexico, and China.

Value: As of March 2023, the Fundación Jose Sacal valued the sculpture at \$500,000, although it has not yet been formally appraised.

The University estimates costs for site preparation, transportation, lighting, landscaping, signage, and other related items to be \$51,500. Funds for transportation and installation will be allocated by the Dean of the School of Arts, Humanities, and Technology. Monies for ongoing maintenance will be allocated from the University's Maintenance and Facilities budget.



12. Gift - U. T. El Paso: Authorization to accept the gift of a statue entitled of "The Bear" to be placed in front of The Don Haskins Center

Description:

U. T. El Paso is requesting approval to accept a gift from Dan Longoria of a statue to be placed in front of the east entrance of The Don Haskins Center. The late, legendary Don Haskins (nicknamed "The Bear") was head coach of The University of El Paso Miners (and the Texas Western College) men's basketball team from 1961 to 1991. In 1966, his team won the NCAA tournament, highlighting the end of racial segregation in college basketball. Haskins was admitted to the Naismith Memorial Basketball Hall of Fame in 1997.

The statue, to be sculpted by artist Brian Hanlon, will be approximately seven feet tall and three feet in depth with an arm span of five feet in width, depicting the late Don Haskins in an iconic "bear hug" pose. The total weight of the statue is estimated to be 1,200 pounds. The statue is currently in the modeling phase and is anticipated to be completed by late fall of 2023.

This piece of art will honor the late Coach Haskins who built the U. T. El Paso Miners men's basketball program into a respected athletic powerhouse over his 38 years of coaching the team. It is anticipated that the statue will be a popular gathering place for fans of all ages, serving as a reminder of the Coach's impact on the City of El Paso and the university.

Brian Hanlon is a master sculptor, first rising to national prominence with the installation of "Olympian" in the 1990s. He uses a proprietary mix of metal to create a dramatic "living" bronze patina. This technique, along with his use of water-based clay enable his pieces to demonstrate action and movement in ways other artists often struggle to achieve.

Donor:

Dan Longoria is a prominent El Paso businessman. He owns nine Mattress Firm locations in the El Paso area and in Las Cruces, New Mexico, along with more than 2,000 other retail locations nationwide. From his beginnings as a mattress salesman for the company after high school, he worked his way up to ownership within the mattress chain. Mr. Longoria and his wife JoAnn support numerous El Paso area concerns, including the El Paso Symphony Orchestra, the Boys and Girls Clubs of El Paso, El Paso Pro-Musica, and Komen El Paso. Mr. Longoria has supported Miner Athletics, including both basketball and tennis, with gifts totaling more than \$50,000.

Value:

Artist Brian Hanlon anticipates the value of preliminary design work and the ultimate statute to be \$125,000. Mr. Longoria will contract with the artist directly and then gift the work to U. T. El Paso. The university's facilities and maintenance department has developed a budget, which includes structural engineering consultation, lighting, and landscaping (\$39,460). U. T. El Paso plans to secure private philanthropy to complete the project. In the event that further resources are needed, departmental funds will be made available.



*Don "The Bear" Haskins*  
SCULPTURE (ON LOCATION)

13. Contract (funds coming in) - U. T. Rio Grande Valley: Approval of Annual Operating Agreement to the Affiliation Agreement between VHS Valley Health System, LLC, dba Valley Baptist Health System, and U. T. Rio Grande Valley

Agency: VHS Valley Health System, LLC, dba Valley Baptist Health System

Funds: Estimated Value of \$2,793,576 over the term of the contract

Period: December 30, 2022 through June 30, 2024

Description: The Annual Operating Agreement (AOA) to the Affiliation Agreement between VHS Valley Health System, LLC, dba Valley Baptist Health System, and U. T. Rio Grande Valley documents the payments flowing between the parties in connection with graduate medical education programs and describes the commitment of the parties related to educational, clinical, structural, financial, and administrative needs of the medical education programs and other collaboration efforts as contemplated in the related Affiliation Agreement between the parties.

14. Request for Budget Change - U. T. Rio Grande Valley: New Hires with Tenure -- amendment to the 2022-2023 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic 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 \$	
<b>College of Liberal Arts</b>					
Department of Psychological Science					
Chair and Professor					
Perry Fuchs (T)	9/1-5/31	100	09	150,000	11942
	9/1-8/31		12	42,000	
Department of Spanish					
Chair and Professor					
Cristina Sanchez-Conejero (T)	9/1-5/31	100	09	110,000	11943
	9/1-8/31		12	25,833	

15. Gift - U. T. San Antonio: Authorization to accept the gift of a historic residential structure to be placed on campus property from RevolUrban1, LLC, or assigns, for museum and possible future mission use

Description:

Gift of a small historic house formerly occupied by the American writer William Sydney Porter, known by his pen name O. Henry, to be placed on the 700 Block of West Nueva Street, on U. T. San Antonio's downtown campus.

The O. Henry house is reported by the Bexar County Appraisal District to contain 442 square feet. It is thought to have been originally built in the 1850s, includes a covered porch, and has been relocated twice. The house is a Recorded Texas Historic Landmark. The donor or its related entity, Weston Urban, a prominent developer in San Antonio's downtown core, will transport the house and place it on the institution's campus. As part of the gift, the donor will build foundations and related sitework, will reconfigure adjacent parking as needed and will extend certain utilities. The house will be delivered with electrical service, but without a heating/ air conditioning system or plumbing. The institution plans to locate the O. Henry house near to the abutting Navarro House, a house museum operated by the Texas Historic Commission (THC).

U. T. San Antonio may enter into an agreement with the THC to operate the house as a museum, and/or may in the future use the house as part of its campus. The donor will not place any restrictions on the use or maintenance of the O. Henry house. The THC will exercise oversight over the institution's care of the property to preserve the architectural integrity of the structure.

Donor:

RevolUrban1, LLC, a Delaware limited liability company, or assigns

Value:

The house and related improvements have not yet been valued. The gift may include funds to U. T. San Antonio to support the maintenance of the house for approximately one year. The institution estimates the annual cost to maintain the house may range from nil to \$20,000 in current dollars; U. T. San Antonio would typically use designated funds for deferred maintenance for this expense.

16. Request for Budget Change - U. T. Tyler: New Hire with Tenure -- amendment to the 2022-2023 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 \$	
<b>School of Health Professions</b>					
Dean and Professor Theresa Byrd (T)	3/13-8/31	100	12	280,000	11945

**HEALTH AFFAIRS COMMITTEE**

17. Contract (funds coming in) - U. T. Southwestern Medical Center: American Food and Vending Service of Missouri, Inc., will provide certain products and services on the U. T. Southwestern campus

Agency: American Food and Vending Service of Missouri, Inc.

Funds: Estimated \$400,000 in royalty payments over the initial term

Period: April 3, 2023 through March 31, 2028; with the option to renew for two additional one-year terms

Description: American Food and Vending Service of Missouri, Inc. (AFV) will provide certain product and services on the U. T. Southwestern campus by using vending machines and micro-markets. In accordance with *Texas Education Code* Section 51.945 students were provided with an opportunity to comment prior to determination that this vending services provider should be selected by the institution. AFV agrees to periodically holding meetings or forums to provide students with a reasonable opportunity to discuss the performance of AFV. Board approval for this Agreement is sought in accordance with *Texas Government Code* Section 2203.005(a), which requires governing board approval of such vending machine placement agreements, and The University of Texas Systemwide Policy UTS 130 pertaining to Vending Machine Contracts. This Agreement was competitively bid.

18. Contract (funds coming in) - U. T. Southwestern Medical Center: To provide physician medical directors, quality management teams, an administrative assistant, supplies, and support services to Dallas County Hospital District, dba Parkland Health and Hospital System

Agency: Dallas County Hospital District, dba Parkland Health and Hospital System

Funds: \$13,792,561 over the full contract term, including renewal options

Period: October 15, 2022 through October 14, 2027; with the option to renew for two additional one-year terms

Description: U. T. Southwestern Medical Center's Emergency Medicine Department will provide physician medical directors, quality management team, an administrative assistant, supplies, and support services to Dallas County Hospital District, dba Parkland Health and Hospital System, that are needed to support the City of Dallas - Dallas Fire Rescue Biotel Emergency Response system.

19. Contract (funds going out) - U. T. Southwestern Medical Center: Administrative Resource Options, Inc., will perform mail room, scanning, and print shop services

Agency: Administrative Resource Options, Inc.

Funds: \$21,000,000 over the initial contract term

Period: September 1, 2022 through August 31, 2027; with the option to renew for two additional one-year terms

Description: Administrative Resource Options, Inc., will perform outsourced mail room, scanning, and print shop services. This Agreement was competitively bid.

20. Contract (funds going out) - U. T. Southwestern Medical Center: Amendment to Agreement for Batson Cook Company to provide job order contracting and project management services

Agency: Batson Cook Company

Funds: \$10,000,000 over the full contract term, including renewal options

Period: September 1, 2022 through August 31, 2023; with the option to renew for one additional one-year term

Description: Batson Cook Company will continue to provide job order contracting and project management services. The initial Agreement, dated September 1, 2019, was not submitted for Board consideration because the total contract amount was below the institution's delegated approval threshold; however, the Agreement and its First Amendment, dated February 1, 2021, received Board approval to increase the Agreement's fee cap to \$7,500,000. The Second Amendment to the Agreement exercised the first optional renewal to extend the term of the Agreement to August 31, 2023. U. T. Southwestern Medical Center has an increased need for the services provided due to additional construction projects and thus seeks approval of this Third Amendment to increase the total contract value to \$10,000,000. The Agreement was competitively bid.

21. Contract (funds going out) - U. T. Southwestern Medical Center: Amendment to Agreement for Falkenberg Construction Company, Inc., to provide job order contracting and project management services

Agency: Falkenberg Construction Company, Inc.

Funds: \$10,000,000 over the full contract term, including renewal options

Period: March 10, 2023 through August 31, 2023; with the option to renew for one additional one-year term

Description: Falkenberg Construction Company, Inc., will continue to provide job order contracting and project management services. The initial Agreement, dated September 1, 2019, was not submitted for Board consideration because the total contract amount was below the institution's delegated approved threshold; however, the Agreement and its First Amendment, dated February 1, 2021, received Board approval to increase the Agreement's fee cap to \$7,500,000. A Second Amendment to the Agreement exercised the first optional renewal to extend the term of the Agreement to August 31, 2023, and a Third Amendment added terms that did not require Board approval. U. T. Southwestern Medical Center has an increased need for the services provided due to additional construction projects and thus seeks approval of this Fourth Amendment to increase the total contract value to \$10,000,000. The Agreement was competitively bid.

22. Contract (funds going out) - U. T. Southwestern Medical Center: Mercury Global, Inc., to provide revenue billing support services

Agency: Mercury Global, Inc.

Funds: \$30,000,000 over the full contract term, including renewal options

Period: February 15, 2023 through February 14, 2026; with the option to renew for two additional one-year terms

Description: Mercury Global, Inc., will provide revenue billing support services such as charge entry, claim denial follow-up, and payment posting. The Agreement was competitively bid.

23. Contract (funds going out) - U. T. Southwestern Medical Center: Amendment to Agreement with Southwest Transplant Alliance, Inc., to provide organ procurement and acquisition services

Agency: Southwest Transplant Alliance, Inc.

Funds: \$65,000,000 over the full contract term, including renewal options

Period: January 1, 2023 through January 31, 2024; with the option to renew for three additional one-year terms

Description: Southwest Transplant Alliance, Inc., will continue to provide organ procurement and coordination of anatomical gift donations of organs, tissues, and eyes. The original Agreement dated February 1, 2022, was approved by the Board on February 24, 2022, in the amount of \$15,000,000, which erroneously estimated the contract value over the entire term, including renewal options. During the first year of the Agreement, the parties discovered the valuation error. Thus, this First Amendment adds specific terms addressing transportation services for organ procurement medical teams, and increases the contract value to correct the total contract value to \$65,000,000 over the entire contract term, including renewal options.

This Agreement was not competitively bid as, under the *Texas Government Code*, Chapter 2254.003, a government entity may not select a provider of professional services on the basis of competitive bids, but instead must make the selection based on the demonstrated competence and qualifications to perform the services and for a fair and reasonable price. The Agreement is supported by a sole source justification.

24. Contract (funds going out) - U. T. Southwestern Medical Center: Amendment to Agreement for TDIndustries, Inc., to provide offsite facility management

Agency: TDIndustries, Inc

Funds: \$8,000,000 over the full contract term, including renewal options

Period: March 10, 2023 through February 29, 2024; with the option to renew for three additional one-year terms

Description: TDIndustries, Inc., will continue to provide facilities management supplemental services for offsite buildings and offsite medical clinics. The initial Agreement dated March 1, 2022, was not previously submitted for Board consideration because the total contract amount was below the institution's delegated approval threshold. This First Amendment increases the contract value to \$8,000,000. The Agreement was competitively bid.

25. Interagency Agreement (funds coming in) - U. T. Southwestern Medical Center: Amendment to Interagency Agreement with the Texas Health and Human Services Commission for planning and development of new state psychiatric hospital

Agency: Texas Health and Human Services Commission

Funds: \$482,500,000

Period: Effective as of the date last signed by the Parties through January 31, 2027

Description: The initial Agreement was approved by the Board on November 18, 2021, with funding of \$44,750,000. The First Amendment was approved by the Board on November 17, 2022, and included a Notice to Proceed from the Texas Health and Human Services Commission and added \$237,800,000 in federal funding awarded under the American Rescue Plan Act of 2021 and appropriated by the Texas Legislature for the construction phase of a new state psychiatric hospital in the Dallas-Fort Worth Metropolitan Area to be managed by U. T. Southwestern Medical Center. This Second Amendment includes revised language related to certain real estate matters and adding a charitable gift of \$200,000,000 to Texas Health and Human Services Commission from Children's Health Clinical Operations for the addition of a mental health unit for children and adolescents to the new state psychiatric hospital. Thus, the total contract value is now \$482,500,000.

26. Lease - U. T. Southwestern Medical Center: Authorization to lease approximately 76,943 rentable square feet with a right of first offer to lease up to an additional approximately 66,023 rentable square feet of space located within Core 35 Logistics Center V - Building 2 at 11110 Goodnight Lane, Dallas, Dallas County, Texas from Malibu Industrial, L.P., a Delaware limited partnership for mission support uses, including to serve as a repair facility and distribution hub/storage for medical equipment and related accessories

Description: Authorization to lease approximately 76,943 rentable square feet with a right of first offer to lease up to an additional approximately 66,023 rentable square feet of heated and air-conditioned warehouse space located within Core 35 Logistics Center V - Building 2 at 11110 Goodnight Lane, Dallas, Dallas County, Texas. The space will initially serve as a repair facility and distribution hub/storage for medical equipment and related accessories.

Lessor: Malibu Industrial, L.P., a Delaware limited partnership

Term: The term of the lease will be for approximately 124 months, which will commence on approximately December 1, 2023. Lessee will also have the option to extend the term of the lease for two additional periods of five years each.

Lease Cost: Base rent will be abated for the first four months. After the abatement period the base rent over the initial first year will be \$9.65 per square foot annually or \$61,875 monthly with 4% annual increases thereafter. The base rent for the potential renewal periods, if exercised, shall each be at current fair market value at the time of such renewal. The estimated base rent for the initial term and potential renewal terms is approximately \$22,110,222.

Lessee will be responsible for any operating expenses, which are estimated at \$4.95 per square foot. Assuming 3% annual operating expense increases, the estimated operating expense during the initial term will be approximately \$4,491,909 and total estimated operating expenses during the renewal terms will be approximately \$5,867,839.

The lease includes the right of first offer for up to an additional 66,023 square feet of space. Rental rate for the expansion space will be based on market rates at the time of expansion. If the expansion were to be exercised in the first year of occupancy, the cost of base rent and operating expenses for all of the expansion space during the primary term and potential renewal terms is estimated at an additional approximately \$27,861,727. Assuming a similar level of allowance for tenant improvements is provided by Landlord,

the total allowance from Landlord for the expansion space would be approximately \$1,650,575. However, actual market rent, cost of buildout, and tenant improvement allowance will fluctuate depending on commencement date of the expansion premises and market rates at the time of the expansion.

Tenant Improvements: The lessor is contributing approximately \$25.00 per square foot or \$1,923,575 as a tenant improvement allowance.

Total Cost: Total estimated lease expense including the possible expansion space over the initial lease term and potential renewal terms is approximately \$60,331,697, which includes base rent, operating expenses, and all additional costs outlined above.

27. Purchase - U. T. Southwestern Medical Center: Authorization to purchase a to-be-abandoned segment of right-of-way totaling approximately 2.08 acres known as Treadway Street, between Harry Hines Boulevard and Forest Park Road, Dallas, Dallas County, Texas, from the City of Dallas, Texas, for future mission purposes

Description: Authorization to purchase a to-be-abandoned segment of right-of-way totaling approximately 2.08 acres known as Treadway Street, between Harry Hines Boulevard and Forest Park Road, Dallas, Dallas County, Texas, from the City of Dallas, Texas, for future mission purposes. The right-of-way is adjacent to land already owned by the Board of Regents. The right-of-way is currently burdened with numerous easements that will need to be relocated and those encumbrances will be reflected in the final purchase price.

Seller: City of Dallas, Texas

Purchase Price: Not to exceed fair market value as determined by independent appraisal/s.

28. Lease - U. T. Medical Branch - Galveston: Authorization to enter into a new lease for approximately 12,120 square feet of space currently leased by U. T. Medical Branch - Galveston located at 6465 South Shore Boulevard, Suite 500, League City, Galveston County, Texas, from South Shore Lakes, LLC, for mission related purposes, including clinical use

Description: Authorization to enter into a new lease for approximately 12,120 square feet of space located at 6465 South Shore Boulevard, Suite 500, League City, Galveston County, Texas, from South Shore Lakes, LLC, for mission related purposes, including clinical use. U. T. Medical Branch - Galveston (UTMB) currently utilizes this space under an existing space lease agreement as a pediatric and adult primary care clinic.

Landlord: South Shore Lakes, LLC, and/or successors or assigns

Lease Cost: The initial monthly base rent is estimated to be approximately \$26,381.20 or \$26.12 per square foot per year, with increases of 3% per year thereafter. The monthly operating costs are estimated to be approximately \$11,100.00 or \$11.00 per square foot per year, plus an additional approximate \$3,400 per month for estimated utility consumption within the premises and an additional approximate \$2,115 per month for estimated janitorial and maintenance expenses.

Term: The initial term will be 61 months with the first month of base rent abated and will commence on approximately June 1, 2023, and expire on June 30, 2028, with one five-year renewal option thereafter.

Tenant Improvements: The lessor will provide a tenant improvement allowance of approximately \$96,960.00 or \$8.00 per square foot. The institution anticipates expending an additional approximate \$500,000 (\$41.25 per square foot) on improvements to the premises.

Total Cost: Estimated to be approximately \$6,440,000 in base rent, operating costs, and excess UTMB tenant improvements, assuming the renewal option is exercised.

29. Purchase - U. T. Medical Branch - Galveston: Authorization to purchase approximately 1.87 acres of vacant land located at the southwest corner of the intersection of Orchard Street and Live Oak Street in the City of Webster, Harris County, Texas, from Bay Van Nguyen and Vikram Patel, FLP, for mission related purposes, including future medical related use

Description: Authorization to purchase approximately 1.87 acres of vacant land located at the southwest corner of the intersection of Orchard Street and Live Oak Street in the City of Webster, Harris County, Texas, for mission related purposes including future medical related use. U. T. Medical Branch - Galveston currently leases a hospital and medical office space to the east of this site.

Seller: Bay Van Nguyen and Vikram Patel, FLP; successors or assigns

Purchase Price: Not to exceed fair market value as determined by independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

30. Purchase - U. T. Medical Branch - Galveston: Authorization to purchase approximately 0.40 acres of land improved with an approximately 3,535 square foot medical office building and parking lot located at 3 Professional Park Drive, Webster, Harris County, Texas, from Medparc Partnership, a Texas general partnership, for future mission related purposes, including future medical use

Description: Authorization to purchase approximately 0.40 acres of land improved with an approximately 3,535 square foot medical office building with a surface area parking lot located at 3 Professional Park Drive, Webster, Harris County, Texas, for future mission related purposes, including future medical use.

Seller: Medparc Partnership, a Texas general partnership

Purchase Price: Not to exceed fair market value as determined by independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

31. Purchase - U. T. Medical Branch - Galveston: Authorization to purchase approximately 6.1 acres of land improved with an approximately 92,000 square foot clinical building located at 350 Blossom Street, Webster, Harris County, Texas, from MPT of Clear Lake L.P., for future campus expansion including medical use; and resolution regarding parity debt

Description: Authorization to purchase approximately 6.1 acres of land improved with an approximately 92,000 square foot clinical building located 350 Blossom Street, Webster, Harris County, Texas.

U. T. Medical Branch - Galveston (UTMB) anticipates using the property for future campus expansion and growth, including augmenting the clinical services provided by UTMB's Clear Lake Campus Hospital and Clinics located one block to the east of the subject property.

Seller: MPT of Clear Lake L.P., a Delaware limited partnership; and its successors or assigns

Tenant: The facility is currently leased to an affiliate of Kindred Hospitals. The institution will acquire the facility subject to the existing lease, provided certain extension rights and other rights in such lease are abridged or waived by agreement of the parties.

Purchase Price: Not to exceed fair market value as determined by independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

Source of Funds: In approving this item, the Board will be making the findings required under Section 5 of the Amended and Restated Master Resolution establishing the Revenue Financing System relating to the issuance of parity debt on behalf of U. T. Medical Branch - Galveston in an aggregate amount not to exceed fair market value as established by independent appraisal, and this action satisfies the official intent requirements set forth in Section 1.150-2 of the *Code of Federal Regulations*.

32. Purchase - **U. T. Medical Branch - Galveston**: Authorization to purchase approximately 0.359 acres of land improved with an approximately 2,237 square foot medical office building and parking lot located at 215 Oak Drive South, Suite A, Lake Jackson, Brazoria County, Texas, from Simon Winston, L.P., a Texas limited partnership, for mission related purposes, including medical clinic related use

Description: Authorization to purchase approximately 0.359 acres of land improved with an approximately 2,237 square foot medical office building with a surface area parking lot located at 215 Oak Drive South, Suite A, Lake Jackson, Brazoria County, Texas, for mission related purposes, including medical clinic related use.

Seller: Simon Winston, L.P., a Texas limited partnership

Purchase Price: Not to exceed fair market value as determined by independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

33. Purchase - **U. T. Medical Branch - Galveston**: Authorization to purchase approximately 0.428 acres of land improved with four buildings totaling approximately 6,758 square feet with a surface parking lot located at 1405, 1409, and 1415 Harborside Drive, Galveston, Galveston County, Texas, from Christopher J. & Cathy Frederickson, for future mission related purposes, including future campus expansion

Description: Authorization to purchase approximately 0.428 acres of land improved with four buildings totaling approximately 6,758 square feet with a surface area parking lot located at 1405, 1409, and 1415 Harborside Drive, Galveston, Galveston County, Texas, for future mission related purposes, including future campus expansion.

Seller: Christopher J. & Cathy Frederickson

Purchase Price: Not to exceed fair market value as determined by independent appraisal; appraisal confidential pursuant to *Texas Education Code* Section 51.951

34. Request for Budget Change - U. T. Health Science Center - Houston: New Hires with Tenure -- amendment to the 2022-2023 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 \$	
<b>McGovern Medical School</b>					
Neurosurgery					
Professor					
Sunil Krishnan (T)	9/6-8/31	100	12	750,000	11941
<b>Cizik School of Nursing</b>					
Research					
Professor					
Carolyn Pickering (T)	8/1-8/31	100	12	257,000	11940

35. Interagency Agreement (funds coming in) - U. T. Health Science Center - San Antonio: Amendment to Interagency Agreement with the Texas Health and Human Services Commission for Centralized Training Infrastructure for Evidence-Based Practices (CTI-EBP) initiative

Agency: Health and Human Services Commission (HHSC)

Funds: \$12,444,012 over the full contract term

Period: March 1, 2023 through August 31, 2024

Description: U. T. Health Science Center - San Antonio provides HHSC with planning and related services focused on providing training to substance use disorder, treatment, intervention, and prevention providers sitewide under the Centralized Training Infrastructure for Evidence-Based Practices (CTI-EBP) initiative. The initial Agreement, which was effective September 1, 2019, as well as the first three Amendments, did not require Board approval as the contract amount was within the institution's delegated authority. This Fourth Amendment increases the contract value by \$10,404,006 for FY 2023 and FY 2024 thus revising the estimated total contract value to \$12,444,012.

36. Request for Budget Change - U. T. Health Science Center - San Antonio: New Hires with Tenure -- amendment to the 2022-2023 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 \$	
<b>School of Medicine</b>					
Pathology					
Associate Professor					
Margaret E. Flanagan (T)	2/1-8/31	100	12	300,000	11935
Molecular Medicine					
Professor					
Ching-Kang Jason Chen (T)	3/1-8/31	100	12	261,000	11934

37. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with J.T. Vaughn Construction, LLC, to provide job order contracting services

Agency: J.T. Vaughn Construction, LLC

Funds: The total contract value, including the renewal periods, is estimated to be \$50,000,000, although the maximum amount is indeterminable at this time.

Period: January 1, 2022 through December 31, 2023; with one remaining 24-month renewal option

Description: Under this job order contracting Agreement, J.T. Vaughn Construction, LLC, will act as a general contractor to provide general and specific construction services for projects on a per-project basis. J.T. Vaughn Construction, LLC will provide all material, labor, equipment, and services necessary for completion of each project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. On November 14, 2019, the initial contract, with an estimated value of \$23,500,000, was approved by the Board. One renewal has been used to extend the term to December 31, 2023, with one remaining renewal. The contract value is now estimated to be \$50,000,000, although the maximum amount is indeterminable at this time. This Master Agreement was competitively bid.

38. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to Agreement with O'Donnell Snider Construction, to provide job order contracting services

Agency: O'Donnell Snider Construction

Funds: The total contract value, including the renewal periods, is estimated to be \$50,000,000, although the maximum amount is indeterminable at this time.

Period: January 1, 2022 through December 31, 2023; with one remaining 24-month renewal option

Description: Under this job order contracting Agreement, O'Donnell Snider Construction will act as a general contractor to provide general and specific construction services for projects on a per-project basis. O'Donnell Snider Construction will provide all material, labor, equipment, and services necessary for completion of each project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. On November 14, 2019, the initial contract, with an estimated value of \$23,500,000, was approved by the Board. One renewal has been used to extend the term to December 31, 2023, with one remaining renewal. The contract value is now estimated to be \$50,000,000, although the maximum amount is indeterminable at this time. This Master Agreement was competitively bid.

39. Request for Budget Change - U. T. M. D. Anderson Cancer Center: New Hire with Tenure -- amendment to the 2022-2023 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Health 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 \$	
<b>Department of Pediatrics</b>					
Division of Pediatrics					
Professor					
Gregory Kane Friedman (T)	7/1-8/31	100	12	570,000	11939

40. License - U. T. M. D. Anderson Cancer Center: Authorization to enter into Parking Permit Agreements with Texas Medical Center (TMC), a Texas nonprofit corporation, or an affiliated entity TMC3 Development Corporation, for the use of parking spaces located within any TMC parking facility or lot, including subterranean or above-grade, located on the TMC3 Campus, Houston, Harris County, Texas, to support the Collaborative Space Sublease Agreements with TMC3 Development Corporation

Description: Authorization to enter into Parking Permit Agreements for the use of parking spaces located within any TMC parking facility or lot, including subterranean or above-grade, located on the TMC3 Campus, Houston, Harris County, Texas. This parking will support each institution's Collaborative Space Sublease Agreement(s).

Licensor: Texas Medical Center, a Texas nonprofit corporation, or an affiliated entity TMC3 Development Corporation, a Texas nonprofit corporation

Term: Coterminous with the remaining approximately 35-year initial term of the Collaborative Space Sublease Agreements, and two successive 35-year renewal terms, if exercised, for a potential total term of approximately 105 years

License Fees: The fees for the initial term are estimated to be approximately \$13,876,048 and are based on TMC's first year rate of \$375 per month per permit, which is consistent with parking rental rates in the Texas Medical Center market. The estimated fees for the potential renewal terms, if exercised, are estimated at approximately \$148,913,365. The estimated total for the initial and renewal terms is \$162,789,413.

Licensed Area: Any TMC parking facility, garage, subterranean, or above-grade located on the TMC3 Campus, Houston, Harris County, Texas

## FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

41. Contract (funds going out) - U. T. System: Engineered Air Balance Co., Inc., to perform testing, adjusting, and balancing services of HVAC water and air systems, and associated design review and technical support services

Agency: Engineered Air Balance Co., Inc.

Funds: To be paid by U. T. System or the institutions that request services under this Agreement. Services under this Agreement may be requested by U. T. System or any U. T. institution. Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold; however, the maximum amount is indeterminable at this time.

Period: September 1, 2022 through August 31, 2024; with two remaining 24-month renewal options

Description: Engineered Air Balance Co., Inc., to perform testing, adjusting, and balancing services of HVAC water and air systems, and associated design review and technical support services on a nonexclusive, indefinite quantity basis. The contract value is now estimated to be nearing \$1,000,000, although the maximum amount is indeterminable at this time. Services were competitively procured.

42. Contract (funds going out) - U. T. System: Bath Group Inc. to perform total building commissioning technical and procedural services

Agency: Bath Group, Inc.

Funds: To be paid by U. T. System or the institutions that request services under this Agreement. Services under this Agreement may be requested by U. T. System or any U. T. institution. Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold; however, the value is not expected to exceed \$2,500,000 over the potential six-year term.

Period: May 1, 2020 through April 30, 2024; with one remaining 24-month renewal option

Description: Bath Group Inc. to perform total building commissioning technical and procedural services on a nonexclusive, indefinite quantity basis. One renewal has been used to extend the term to April 30, 2024, with one remaining renewal. The contract value is now estimated to be \$1,000,000, although the maximum amount is indeterminable at this time. Services were competitively procured.