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CONSENT AGENDA**

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May 7-8, 2025  
Austin, Texas

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**FACILITIES PLANNING AND CONSTRUCTION COMMITTEE**

No items for Consent Agenda

## MEETING OF THE BOARD

1. Minutes - U.T. System Board of Regents: Approval of Minutes of the regular meeting held February 19-20, 2025; and the special called meeting held April 9, 2025
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 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 removal from the list of the Chief Inquiry Officer and Chief Research Security Officer at The University of Texas System.

A Resolution amending the Managerial Group list was last adopted by the Board of Regents on February 20, 2025.

NISPOM defines KMP as "all entity officials who either hold majority interest or stock in, or have direct or indirect authority to influence or decide issues affecting the management or operations of, the entity or classified contract performance." 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 Counterintelligence and Security Agency (DCSA), 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 32 CFR Part 117, "National Industrial Security Program Operating Manual" (NISPOM):

James B. Milliken, J.D., Chancellor, The University of Texas System  
Jay Hartzell, 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

Brandon H. Norwat, Associate Director, Science and Security, The University of Texas at Austin

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

George E. Finney, Chief Information Security Officer, The University of Texas System

Michael J. Parks, Executive Director of Police, The University of Texas System

Margaret Lester, Research Security Analyst, Office of Research Support and Compliance, The University of Texas at Austin

The Chief Executive Officer (i.e., the Chancellor) is the highest ranking member of the Managerial Group. 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

Christina Melton Crain

Robert Paul Gauntt

Jodie Lee Jiles

Nolan E. Perez, M.D.

Stuart W. Stedman

Kelcy L. Warren

Anthony John Dragun, Student Regent from June 1, 2024 to May 31, 2025 (nonvoting)

## AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

3. Resolution - U.T. System Board of Regents: Adoption of resolution to amend a contract with Zurich American Insurance Company and affiliates, Schaumburg, Illinois, to guarantee payments under The University of Texas System's Owner Controlled Insurance Program (OCIP) for the Clinical Services Building (CSB) and Sugar Land construction projects managed by The University of Texas M. D. Anderson Cancer Center

The Chancellor concurs in the recommendation of the Executive Vice Chancellor and Chief Operating Officer and the Chief Risk Officer that the Board of Regents approve the revised resolution set forth below to amend the contract with Zurich American Insurance Company and affiliates, Schaumburg, Illinois, to guarantee payments under The University of Texas System's Owner Controlled Insurance Program (OCIP) approved by the Board of Regents on May 9, 2024, for the Clinical Services Building (CSB) project. The revised resolution reflects the addition of the Sugar Land construction project to the OCIP. The OCIP for the CSB and Sugar Land construction projects managed by The University of Texas M. D. Anderson Cancer Center is hereafter referred to as the MD Anderson OCIP.

### RESOLUTION

WHEREAS, Zurich American Insurance Company and affiliates (Zurich), will insure The University of Texas System (U.T. System) and other persons under the MD Anderson OCIP construction projects managed by The University of Texas M. D. Anderson Cancer Center;

WHEREAS, Pursuant to this OCIP, Zurich will issue one or more workers' compensation insurance policies and comprehensive general liability insurance policies that contain deductibles of \$250,000 per claim subject to a maximum of \$375,000 per occurrence that include allocated costs and indemnity payments; however, such deductibles are subject to a minimum aggregate limit based on \$1,288,107,838 in construction value at a rate of \$3.634772 per \$1,000 of construction value; and

WHEREAS, The Board of Regents of U.T. System understands and agrees that this large deductible OCIP requires the prompt reimbursement of sums advanced by Zurich to adjust or pay claims within the deductibles, and the Board desires to guaranty to Zurich the prompt reimbursement of the deductibles for the OCIP;

NOW THEREFORE, BE IT RESOLVED, That the Board hereby guarantees to Zurich the prompt repayment of the sums advanced by Zurich to adjust or pay claims within the deductibles for the OCIP, subject to the aggregate deductible limit for the program. This guaranty shall remain fully binding although Zurich may waive one or more defaults of the insured or fail to exercise any rights against the insured or modify one or more terms of the OCIP as required by law or with the consent of U.T. System; and, be it further

RESOLVED, That the Board represents and warrants to Zurich that the funds necessary to reimburse Zurich for the aggregate deductible liability of the insured for the OCIP are included in the appropriations for The University of Texas M. D. Anderson Cancer Center CSB construction project and Sugar Land construction project heretofore approved by the Board.

The resolution, which will be provided in lieu of a letter of credit, trust agreement, or cash, provides Zurich with assurances necessary to complete the MD Anderson OCIP program.

4. Contract (funds going out) - **U.T. System:** Halff Associates, Inc., to provide environmental services for U.T. System and all U.T. institutions

Agency: Halff Associates, Inc.

Funds: To be paid by U.T. System or the U.T. institutions that request services under this Agreement. Services under this Agreement may be requested by U.T. System or any U.T. institution; therefore, it is possible the value may exceed \$2,000,000 over the five-year term.

Period: January 1, 2025 through December 31, 2029

Description: This nonexclusive Systemwide Agreement allows U.T. System and each U.T. institution to request the Contractor to provide environmental 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.

5. Contract (funds going out) - **U.T. System:** Terracon Consultants, Inc., to provide environmental services for U.T. System and all U.T. institutions

Agency: Terracon Consultants, Inc.

Funds: To be paid by U.T. System or the U.T. institutions that request services under this Agreement. Services under this Agreement may be requested by U.T. System or any U.T. institution; therefore, it is possible the value may exceed \$2,000,000 over the five-year term.

Period: January 1, 2025 through December 31, 2029

Description: This nonexclusive Systemwide Agreement allows U.T. System and each U.T. institution to request the Contractor to provide environmental 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.



6. Contract (funds going out) - **U.T. System:** Braun Intertec Corporation to provide environmental services for U.T. System and all U.T. institutions

Agency: Braun Intertec Corporation

Funds: To be paid by U.T. System or the U.T. institutions that request services under this Agreement. Services under this Agreement may be requested by U.T. System or any U.T. institution; therefore, it is possible the value may exceed \$2,000,000 over the five-year term.

Period: January 1, 2025 through December 31, 2029

Description: This nonexclusive Systemwide Agreement allows U.T. System and each U.T. institution to request the Contractor to provide environmental 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.

7. Contract (funds going out) - **U.T. System:** Disaster Recovery Services, LLC, to assist with FEMA documentation during and after a federally declared disaster for U.T. System and all U.T. institutions

Agency: Disaster Recovery Services, LLC

Funds: To be paid by U.T. System or the U.T. institutions that request services under this Agreement. Services under this Agreement may be requested by U.T. System or any U.T. institution; therefore, it is possible the value may exceed \$2,000,000 over the five-year term.

Period: October 1, 2024 through September 30, 2029

Description: This nonexclusive Systemwide Agreement allows U.T. System and each U.T. institution to request the Contractor to collect, handle, transport, and dispose of medical waste. 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**: AC Disaster Consulting, LLC, to assist with FEMA documentation during and after a federally declared disaster for U.T. System and all U.T. institutions

Agency: AC Disaster Consulting, LLC

Funds: To be paid by U.T. System or the U.T. institutions that request services under this Agreement. Services under this Agreement may be requested by U.T. System or any U.T. institution; therefore, it is possible the value may exceed \$2,000,000 over the five-year term.

Period: October 1, 2024 through September 30, 2029

Description: This nonexclusive Systemwide Agreement allows U.T. System and each U.T. institution to request the Contractor to assist with FEMA documentation during and after a federally declared disaster. This Agreement was competitively bid. The U.T. System Office of Risk Management will closely monitor the spend over the life of the Agreement.

#### **FINANCE AND PLANNING COMMITTEE**

9. Request for Budget Change - **U.T. System**: Transfer \$60,000,000 from Available University Fund revenue to Permanent University Fund Bond Debt Service to adjust budget to permit retirement of outstanding taxable commercial paper (RBC No. 14340) -- amendment to the FY 2025 budget

## ACADEMIC AFFAIRS COMMITTEE

### 10. Report - U.T. System Academic Institutions: Fiscal Year 2024 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 2024 post-tenure review for the U.T. System academic institutions is provided by the Executive Vice Chancellor for Academic Affairs.

During Fiscal Year 2024, 448 tenured faculty members at the nine academic institutions were subject to post-tenure review. Of the 448 faculty members subject to review, 244 or 54% were evaluated as Exceeds Expectations; 187 or 42% received Meets Expectations; 11 or 2% received Does Not Meet Expectations; and 6 or 1% received Unsatisfactory evaluations. Twenty-one 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 2023-2024.

**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	34	18	15	0	1	1
UT AUS	171	92	75	3	1	6
UTD	36	17	16	3	0	0
UTEP	42	24	18	0	0	0
UTPB	7	0	7	0	0	0
UTRGV	66	43	19	3	1	1
UTSA	57	39	16	1	1	8
SFA	19	0	18	0	1	0
UTT	16	11	3	1	1	5
Total	448	244	187	11	6	21
		54.46%	41.74%	2.46%	1.34%	4.48%

**PRESENT STATUS OF EACH REVIEW THAT DOES NOT MEET EXPECTATIONS:**

**U.T. Austin:** Two of the faculty members have development plans in place through AY 2024-2025 and one retired effective August 15, 2024.

**U.T. Dallas:** The deans created a development plan for the faculty members.

**U.T. Rio Grande Valley:** Two of the three faculty members retired at the end of the academic year. The remaining faculty member has a development plan in place and is being monitored by the chair.

**U.T. San Antonio:** Development plans in place with progress monitored by the dean and chair.

**U.T. Tyler:** The department chair created a professional development plan.

**PRESENT STATUS OF EACH UNSATISFACTORY PERFORMANCE:**

**U.T. Arlington:** A performance improvement plan has been created and implemented in AY 2024-2025.

**U.T. Austin:** Development plans in place for AY 2024-2025.

**U.T. Rio Grande Valley:** Development plan in place for AY 2024-2025 and the faculty member will undergo another comprehensive review in AY 2026-2027.

**U.T. San Antonio:** A development plan is in place with progress monitored by the dean and department chair and the faculty member's workload has been decreased.

**Stephen F. Austin:** A Plan for Assisted Development was successfully completed.

**U.T. Tyler:** The faculty member is on administrative leave while going through UTS 198 process for good cause.

\* "Total Actually Reviewed" does not include those who decided to retire or resign before review.

11. Contract (funds coming in) - **U.T. Arlington**: City of Fort Worth to provide funding for infrastructure improvements on the north parcel of UTA West campus

Agency: City of Fort Worth

Funds: \$4,000,000

Period: March 4, 2025 through March 1, 2028

Description: The City of Fort Worth will provide U.T. Arlington with \$4,000,000 as reimbursement for the infrastructure improvements for the new UTA West campus in Fort Worth. The infrastructure includes water lines, domestic water meters, and sanitary sewer lines, construction of an inner campus road, street lighting, frontage road approaches and acceleration/deceleration lanes, and installation of all franchise utilities including electric, gas, and telecom. \$2,000,000 will be provided within 90 days of the contract being signed, and the remaining \$2,000,000 within 90 days of U.T. Arlington providing a copy of the Final Completion Report showing the infrastructure work has been completed.

12. Contract (funds coming in) - **U.T. Austin**: Agreement with The Gatorade Company to provide isotonic beverages and Gatorade products for Athletics teams

Agency: The Gatorade Company

Funds: \$6,697,500 over the potential ten-year term

Period: July 1, 2024 through June 30, 2031; with option to renew for one additional three-year term

Description: The Gatorade Company will provide isotonic beverages and Gatorade products to U.T. Austin and U.T. Austin will provide The Gatorade Company with the exclusive right to display and place visibility presence for Gatorade products on U.T. Austin team courtside, sideline bench areas at intercollegiate home events, and U.T. Austin strength and conditioning areas.

This Agreement was obtained through a competitive procurement process, specifically a request for proposal.

13. Contract (funds coming in) - **U.T. Austin:** Vending Machine Services Contract with Rito Foods, Inc., to supply and maintain prepared meals in vending machines

Agency: Rito Foods, Inc.

Funds: \$600 over the term of the Agreement, including renewals

Period: June 1, 2025 through May 31, 2026; with option to renew for three additional one-year terms

Description: Rito Foods, Inc., will supply and maintain prepared meals for vending machines at the Engineering Education and Research Center, for which U.T. Austin will receive 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.

Pursuant to *Texas Education Code* Section 51.945, students were provided an opportunity to comment prior to determination that this vending machine provider should be selected.

14. Contract (funds coming in) - **U.T. Austin:** Agreement to allow The Coca-Cola Company and Coca-Cola Southwest Beverages LLC to obtain the exclusive pouring rights for Athletic facilities

Agency: The Coca-Cola Company and Coca-Cola Southwest Beverages LLC

Funds: \$13,000,000

Period: September 1, 2024 through June 30, 2031; with option to renew for one additional three-year term

Description: Under the Agreement, The Coca-Cola Company and Coca-Cola Southwest Beverages LLC will be granted the exclusive pouring rights for their Company Beverages at U.T. Austin Athletic facilities.

The Agreement was obtained through a competitive procurement process, specifically a request for proposal.

15. Contract (funds coming in) - **U.T. Austin:** Agreement with Sodexo Operations, LLC, to provide concessions and catering services for Texas Performing Arts facilities

Agency: Sodexo Operations, LLC

Funds: \$11,000,000

Period: January 1, 2025 through June 30, 2031; with option to renew for one three-year term

Description: Sodexo Operations, LLC, will provide concessions, catering, and premium hospitality services for Texas Performing Arts. The Agreement was procured pursuant to a request for proposal.

16. Contract (funds going out) - **U.T. Austin:** Mechanical & Process Systems, LLC, to provide job order contracting services to campus facilities

Agency: Mechanical & Process Systems, LLC

Funds: Total costs are now expected to exceed \$5,000,000, over the maximum five-year contract period.

Period: July 1, 2022 through June 30, 2023; with option to extend four additional one-year periods, two of which have been exercised

Description: Mechanical & Process Systems, LLC, provides mechanical systems (including HVAC, mechanical, plumbing, sheet metal and process systems [wet and dry]) and related job order contracting services, with projects varying in scope and size. Separate service agreements have and will be executed for individual projects. Services were competitively procured. Contract is being brought forward for Board approval as expenditures are now expected to exceed the institution's \$5,000,000 delegated authority threshold.

17. Request for Budget Change - **U.T. Austin**: Tenure Appointment(s) -- amendment to the FY 2025 budget

The following Requests for Budget Change (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:

College, Department, and Name	From	To	RBC #
<b>School of Law</b>			
Law			
Paul Gugliuzza	New Hire	Professor (T)	14348
Rachel Rebouche	New Hire	Professor (T)	14345
<b>College of Liberal Arts</b>			
Economics			
Sandra Black	New Hire	Professor (T)	14346
<b>College of Natural Sciences</b>			
Chemistry			
Michael Marty	New Hire	Associate Professor (T)	14347

18. Employment Agreement - **U.T. Austin**: Approval of terms of Employment Agreement with James E. Davis, as *Interim* President of The University of Texas at Austin

The following agreement has been approved by the Chancellor, has been signed by James E. Davis, 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:	<i>Interim</i> President
Funds:	\$977,500 annually
Period:	Beginning February 19, 2025
Description:	Agreement for employment of James E. Davis, as <i>Interim</i> President of The University of Texas at Austin. The <i>Interim</i> 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. The employment agreement is on the following page.

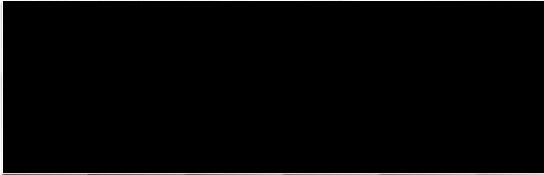


The University of  
Texas System

OFFICE OF THE CHANCELLOR  
210 WEST SEVENTH STREET  
AUSTIN, TX 78701  
512.499.4201  
UTSYSTEM.EDU

March 4, 2025

Mr. James E. Davis



Dear Mr. Davis:

I am writing to express my gratitude that you have agreed to serve as *interim* President of The University of Texas at Austin, effective February 19, 2025. Your annual salary rate during this interim appointment will be \$977,500 and will be paid monthly.

The duties are outlined in the [Regents' Rule 20201 \(Presidents\)](#) related to the responsibilities of an institutional President. While serving in this capacity, you will have general authority and responsibility for the administration of the institution. This is an at-will position in which you serve at the pleasure of the Chancellor and the Board of Regents.

Please sign below to indicate your agreement to the terms of your service and return a signed copy to me. If you have any questions, please feel free to contact me or Executive Vice Chancellor Archie Holmes. I look forward to working with you as *Interim* President of UT Austin.

Sincerely,

James B. Milliken  
Chancellor

cc: Dr. Archie Holmes, Executive Vice Chancellor for Academic Affairs  
Mr. Jonathan Pruitt, Executive Vice Chancellor for Business Affairs  
Mr. Brian Smith, Senior Vice President and Chief Financial Officer  
Ms. Stacey Napier, General Counsel to the Board of Regents

Accepted:

 3/5/25  
James E. Davis Date

THE UNIVERSITY OF TEXAS AT ARLINGTON • THE UNIVERSITY OF TEXAS AT AUSTIN • THE UNIVERSITY OF TEXAS AT DALLAS • THE UNIVERSITY OF TEXAS AT EL PASO  
THE UNIVERSITY OF TEXAS PERMAN BASIN • THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY • THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
STEPHEN F. AUSTIN STATE UNIVERSITY • THE UNIVERSITY OF TEXAS AT TYLER • THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON • THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO • THE UNIVERSITY OF TEXAS MD ANDERSON CANCER CENTER



19. Employment Agreement - **U.T. Austin**: Approval of terms of Employment Agreement for new Head Men's Basketball Coach Sean Miller and related Professional Services and License Agreement with Lambert Remington LLC and Short, Inc.

The following terms of the Employment Agreement for new Head Men's Basketball Coach Sean Miller and related Professional Services and License Agreement with Lambert Remington LLC and Short, Inc., have been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and are recommended for approval by the U.T. System Board of Regents. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the terms are approved, total annual compensation will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed:                    **Guaranteed compensation:**

Annual Salary:

FY 2025-2026: \$4,800,000

FY 2026-2027: \$5,000,000

FY 2027-2028: \$5,200,000

FY 2028-2029: \$5,400,000

FY 2029-2030: \$5,600,000

FY 2030-2031: \$5,800,000

Automobile: two dealer cars

Club memberships: Club memberships in accordance with the Athletics Department's policies and procedures

Tickets:

20 tickets for all home basketball games

Eight tickets for all away basketball games

12 tickets for all post-season basketball team games

Six tickets to home games for all other University sports

Private Airplane: 20 hours personal use per year

Nike Elite Allowance: \$5,000 per year

Relocation: one-time payment of \$250,000

**Nonguaranteed compensation:**

Sports Camps and Clinics: In accordance with the decision of the Athletics Director to determine fair and reasonable amount

Incentives (not to exceed \$850,000 per season):

Regular Season Conference Championship: \$100,000 and

Conference Tournament Championship: \$100,000 and

Participates in NCAA Division I Basketball Tournament: \$100,000 or

Round of 32 of NCAA Division I Basketball Tournament: \$150,000 or

Round of 16 of NCAA Division I Basketball Tournament: \$200,000 or

Round of 8 of NCAA Division I Basketball Tournament: \$250,000 or

Round of 4 of NCAA Division I Basketball Tournament: \$300,000 or

Round of 2 of NCAA Division I Basketball Tournament: \$350,000 or

NCAA Division I Basketball Tournament Championship: \$500,000 and

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

Conference Coach of the Year: \$50,000

Source of Funds: Intercollegiate Athletics

Period: March 24, 2025 through March 31, 2031

20. Lease - U.T. Austin: Authorization to sublease approximately 23,162 square feet of space at 9753 Katy Freeway, Houston, Harris County, Texas, from Callon Petroleum Company, and/or to directly lease the space from Blex Exchange GP VII, LLC, for mission uses, including academic use by the McCombs School of Business Weekend MBA program

Description: Authorization to sublease approximately 23,162 rentable square feet of space located at 9753 Katy Freeway, Houston, Texas, from Callon Petroleum (as sublessor), or alternatively to enter into a direct lease with Blex Exchange GP VII, LLC (as lessor), for mission uses, including initially academic use by the McCombs School of Business Weekend MBA program in Houston (Houston McCombs).

U.T. Austin is relocating its Houston McCombs program from a U.T. Health Science Center - Houston facility in the Texas Medical Center area to a building located on Interstate Highway 10 near Memorial City Mall, near the Beltway 8 toll road. The proposed facility offers easier access and proximity to numerous nearby amenities, including a quality hotel.

Lessor: Blex Exchange GP VII, LLC, a Texas limited liability company, or related entities, successors, or assigns; and/or Callon Petroleum, or related entities, successors, or assigns

**Term:** Initial term of approximately nine years, beginning at the completion of construction of tenant improvements in the Summer of 2026, but no later than August 1, 2026, through July 31, 2035. Lessor may grant one or more renewal options to U.T. Austin and has offered two renewal periods of five years each, subject to further negotiations between the parties. In addition, it is possible the sublease may during its term be converted to a direct lease with Lessor.

**Lease Cost:** Gross rent shall be abated during the initial eight months of the first Lease Year, after which the base rent will be \$26.50 per rentable square foot and will increase by \$0.50 per rentable square foot during each successive lease year. In addition to base rent the institution will also pay for its share of operating expenses; for the first lease year operating expenses are estimated at approximately \$20.93 per rentable square foot.

U.T. Austin will receive a tenant improvement allowance of \$110 per rentable square foot, equal to \$2,547,820. Lessor or sublessor shall also be responsible at their sole cost and expense to design, engineer, and construct base building improvements required to accommodate classroom use by the institution in its sublease space.

U.T. Austin will be responsible for construction, permitting and design costs in excess of the tenant improvement allowance, which are preliminarily estimated at \$1,195,261. In addition, the institution will also be responsible for providing its own furniture, fixtures, and equipment, branded signage, and digital networking systems.

The cumulative estimated lease cost of the initial term to U.T. Austin, inclusive of base rent, operating expenses, and tenant improvements costs above the allowance, but excluding furniture, equipment, signage, and networking, is approximately \$11,410,402.

21. Contract (funds coming in) - U.T. Permian Basin: Sunshine Vending and Coffee Services, LLC, to provide snack and beverage vending machines to U.T. Permian Basin

Agency: Sunshine Vending and Coffee Services, LLC

Funds: Royalty payments in the amount of 25% of total monthly gross sales from all beverage/snack vending machines during the contract period

Period: February 5, 2025 through February 4, 2026; which may be extended for up to one additional year, by written agreement

Description: Exclusive snack and beverage vending machine agreement for Sunshine Vending and Coffee Services, LLC, to sell products through its machines on campus.

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. 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 the U.T. Systemwide Policy UTS 130 pertaining to Vending Machine Contracts.

22. Request for Budget Change - U.T. Permian Basin: Tenure Appointment -- amendment to the FY 2025 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:

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>	<u>RBC #</u>
<b>College of Arts and Humanities</b>			
Dean			
Christopher Morrow	New Hire	Professor (T)	14349

23. Purchase - **U.T. Rio Grande Valley**: Authorization to purchase approximately 10.02 acres of land and improvements, including an approximately 88,970 square foot office and warehouse/production building and surface parking lot, located at 1400 East Nolana Avenue, McAllen, Hidalgo County, Texas, from AIM Media Texas Operating, LLC, or successors or assigns, for mission purposes; and resolution regarding parity debt

Description: Authorization to purchase approximately 10.02 acres of land and improvements, including an approximately 88,970 square foot office and warehouse/production building and surface parking lot, located at 1400 East Nolana Avenue, McAllen, Hidalgo County, Texas, from AIM Media Texas Operating, LLC, or successors or assigns, for mission purposes.

The property is currently occupied and utilized as office and warehouse/production space for printing and distributing the Monitor newspaper and other publications in the region. As online news has become more prevalent, the Seller has decided to downsize and relocate. The property is approximately 1.5 miles from the 495 Commerce Center mixed-use development where U.T. Rio Grande Valley is building a cancer/surgery center. The institution will utilize the office space for mission purposes including academic and health affairs program purposes. U.T. Rio Grande Valley also has need for the additional warehouse space for possible use for research activities for various academic programs, in addition to allowing for future relocation of warehouse operations.

The institution intends that the relocation of the Seller's existing personnel and removal of the printing press, production equipment, and office furniture will occur prior to acquiring the property. However, as an alternative, a short-term lease back to the Seller at a fair market value lease rate may be negotiated to accommodate the Seller's relocation needs in conjunction with removal of the printing press, production equipment, and office furniture.

Seller: AIM Media Texas Operating, LLC, or successors or assigns

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

Source of Funds: Revenue Financing System debt to be repaid out of institutional funds. The institution's Scorecard Rating of 3.4 at fiscal year-end 2024 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. 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. Rio Grande Valley 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*.

24. Interagency Agreement (funds coming in) - U.T. San Antonio: Interagency Agreement between Texas Department of Transportation (TxDOT) and U.T. San Antonio for construction of sidewalks and shared use path

Agency: Texas Department of Transportation

Funds: \$11,800,000

Period: November 2024 through June 2027

Description: The Advanced Funding Agreement (APA) formalizes this grant to be received by U.T. San Antonio from TxDOT for U.T. San Antonio to construct a sidewalk and trails enhancement on the Main Campus. The scope of work for the project consists of the construction of portions of shared-use-path and portions of sidewalks around U.T. San Antonio's Main Campus. The project will include crosswalks, ADA ramps, and lighting. The purpose is to provide infrastructure improvements that enhance safety for cyclists and pedestrians.

25. Logo - U.T. San Antonio: Approval of Proposed Logo and Visual Identity System for the Newly Integrated University

In accordance with *Regents' Rules and Regulations*, Rule 40801, the proposed logo and visual identity system for the newly integrated university formed by The University of Texas at San Antonio and The University of Texas Health Science Center at San Antonio is submitted for approval by the U.T. System Board of Regents.

The design has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor for External Relations, Communications and Advancement Services. Developed by brand agency Prophet, selected through a joint Request for Proposal process by both institutions, the logo represents a key element of a broader, unified brand strategy. The process was highly collaborative, with more than 45 stakeholder meetings in February and March 2025, and over 1,000 participants, including faculty, staff, students, alumni, donors, and community leaders, whose insights shaped the brand's narrative and visual identity. The resulting logo and brand system reflect the combined strengths and aspirations of both legacy institutions and will serve as a cornerstone of the new university's public identity.

The proposed primary Pantone Marketing System colors are PMS 289 (same as current UTSA) and PMS 021.



26. Gift - U.T. San Antonio: Authorization to accept the gift of a statue entitled "Carlos Alvarez" to be placed outside of the Business Building

Description:

U.T. San Antonio (UTSA) is requesting approval to accept a gift from Harvey Najim of a statue of Carlos Alvarez to be placed outside of the Business Building. Current locations under discussion with the Alvarez family are:

- UTSA Business Building Second Floor Split-Level Entrance
- UTSA Business Building First Floor Entrance
- UTSA Business Building Garden

The late, Carlos Alvarez, was a San Antonio businessman and philanthropist. Mr. Alvarez founded the Gambrinus Company, which became the U.S. importer of the Grupo Modelo beer brands. In 1989, Alvarez acquired the Spoetzl Brewery in Shiner, revitalizing it into a leading independent craft brewery in the U.S.

A prominent community leader, Mr. Alvarez served on the boards of Cullen/Frost Bankers Inc., United Way of San Antonio, the World Affairs Council of San Antonio, and was a member of Haven for Hope's Leadership Advisory Council. At the national level, he served on the boards of National Public Radio and the World Affairs Council of America, both in Washington, D.C. Mr. Alvarez was a member of The University of Texas System's Chancellor's Council and served as Co-Chair of U.T. San Antonio's Be Bold Campaign Leadership Council.

Mr. Alvarez was inducted into the Texas Business Hall of Fame in 2010. In 2011, he received the Ellis Island Medal of Honor, which celebrates inspiring immigrants to the United States whose philanthropy works for the betterment of their communities.

The U.T. San Antonio Alvarez College of Business was named after him in recognition of his \$20,000,000 gift to the college. Mr. Alvarez passed away in 2024.

The statue, to be sculpted by artist Armando Hinojosa, will be a life-size representation of Mr. Alvarez standing. The statue is currently in the modeling phase and is anticipated to be completed by the fall of 2025.



This piece of art will honor Carlos Alvarez for his passionate support of business education and student success. This statue will honor his legacy of giving and allow students the opportunity to be reminded of his impact both in the business world and the San Antonio community.

Armando Hinojosa is a Laredo artist, known for his stone and bronze monuments across the state of Texas. He has been painting and sculpting professionally for over 55 years. Armando has created over 40 monumental sculptures, including works for Texas A&M University, Sea World San Antonio, the Boy Scouts, the city of Corpus Christi, and the Laredo International Airport. His most cherished work is "The Tejano Monument sculpture, located on the grounds of the Texas Capitol in Austin.

Donor:

Harvey Najim is a prominent San Antonio businessman and philanthropist. He is the Founder and Chairman of the Board of the Harvey E. Najim Charitable Foundation and the Founder and Chairman Emeritus of Sirius Computer Solutions, Inc. Mr. Najim was inducted into the San Antonio Business Hall of Fame in 2009 and was inducted into the Texas Business Hall of Fame in November 2010. Mr. Najim and his foundation support numerous causes, including gifts and pledges to U.T. San Antonio totaling over \$15,000,000.

Value:

The artist anticipates the value of preliminary design work, the statute and the installation to be \$175,000. Mr. Najim will donate the cost of the design work, statue, and installation on campus to U.T. San Antonio, who will then pay the artist and manage the installation. If further resources are needed, departmental funds will be made available.

## Alvarez Statue In Process Images



## HEALTH AFFAIRS COMMITTEE

### 27. Report - U.T. System Health Institutions: Fiscal Year 2024 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 2024 post-tenure review for the U.T. System health institutions is provided by the Executive Vice Chancellor for Health Affairs.

During Fiscal Year 2024, 187 tenured faculty members at the five health institutions with tenured faculty were subject to post-tenure review. Of the 187 faculty members subject to review, 15 or 8.02% retired or resigned before their review; 84 or 48.84% were evaluated as Exceed Expectations; 83 or 48.26% received Meet Expectations; 4 or 2.33% received Does Not Meet Expectations; and 1 or 0.58% received Unsatisfactory evaluations.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2023-2024.

**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	58	37	14	1	1	5
UTMB	18	7	7	1	0	3
UTHSC-H	37	28	7	0	0	2
UTHSC-SA	22	7	8	2	0	5
UTMDACC	52	5	47	0	0	0
Total	187	84	83	4	1	15
		48.84%	48.26%	2.33%	0.58%	8.02%

**PERFORMANCE THAT DOES NOT MEET EXPECTATIONS:**

**U.T. Southwestern Medical Center:** The one faculty member was provided an action plan; and will be reviewed again in FY 2026.

**U.T. Medical Branch - Galveston:** A faculty development plan has been created for one faculty member. Upon completion of the development plan timeline, the faculty member will be reassessed.

**U.T. Health Science Center - San Antonio:** Faculty members will undergo a reevaluation plan in 6-month intervals, with a full reassessment in FY 2026.

**UNSATISFACTORY PERFORMANCE:**

**U.T. Southwestern Medical Center:** The one faculty member was provided an action plan and re-reviewed from prior year. The faculty member will be reviewed again in FY 2026.

28. Contract (funds going out) - **U.T. Austin**: Agreement with Rackspace US, Inc., to provide hosting services for Dell Medical School's electronic records

Agency: Rackspace US, Inc.

Funds: \$20,000,000

Period: February 13, 2025 through February 12, 2031

Description: Rackspace US, Inc., will enhance data protection and storage capacities for Dell Medical School's electronic records by providing hosting services and medical records (EMR) integration. This service will provide backup servers for redundancy of data in case of a power outage or other issues.

The Agreement was procured pursuant to Best Value Determination.

29. Request for Budget Change - **U.T. Austin**: Tenure Appointment(s) -- amendment to the FY 2025 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:

College, Department, and Name	From	To	RBC #
<b>Dell Medical School</b>			
Medicine			
Charles Taylor	New Hire	Professor (T)	14344

30. Contract (funds coming in) - U.T. Rio Grande Valley: Amendment to Agreement with Knapp Medical Center to provide financial support for the Internal Medicine Graduate Medical Education Program

Agency: Knapp Medical Center

Funds: Approximately \$4,500,000

Period: July 1, 2024 through June 30, 2025

Description: This is a Fourth Amendment and Extension to a Graduate Medical Education (GME) Program Funding Agreement for the internal medicine residency program at U.T. Rio Grande Valley's (UTRGV) School of Medicine. The program support payments from Knapp Medical Center (Knapp) to UTRGV's School of Medicine supports GME programs and describes the commitment of the parties related to educational, clinical, structural, financial, and administrative needs of the GME program and other collaboration efforts. The initial Agreement, as well as the First, Second, and Third Amendments, did not require Board approval as each were within the institution's delegated contractual authority. This Fourth Amendment extends the term of the Agreement and provides a new funding support schedule that requires Board approval as the total contract value exceeds the institution's delegated contractual authority.

31. Contract (funds coming in) - U.T. Rio Grande Valley: Payment and Release of Claims Agreement with Knapp Medical Center

Agency: Knapp Medical Center

Funds: Approximately \$8,098,139 over the entire term

Period: February 1, 2025 through June 30, 2027

Description: The Payment and Release of Claims Agreement documents the termination of the Affiliation Agreement and Amended and Restated Agreement between Knapp Medical Center (Knapp) and U.T. Rio Grande Valley's (UTRGV) School of Medicine. The dissolution of the Agreement resulted in the termination of the UTRGV School of Medicine graduate medical education (GME) programs at Knapp. The Parties agree to continue funding the GME programs through the completion of the current residency training.

32. Contract (funds coming in) - **U.T. Tyler:** Health Science Center Agreement for medical provider services with TeamHealth

Agency: TeamHealth

Funds: Approximately \$7,500,000 annually

Period: July 1, 2025 through June 30, 2026, with two additional 12-month automatic renewal options

Description: TeamHealth is the current management group for all emergency departments located within UT Health East Texas. This Provider Services Agreement (PSA) will allow Health Science Center at U.T. Tyler emergency medicine physician faculty to provide services at each UT Health East Texas emergency department. Health Science Center at U.T. Tyler is actively planning an emergency medicine residency program and it is imperative that its physician faculty lead the clinical services for the training program. The proposed \$7,500,000 annual payment is based on the current number of physicians working under the Agreement and is subject to change depending on the number of physicians working under the Agreement.

33. Interagency Agreement (funds coming in) - **U.T. Medical Branch - Galveston:** Agreement with Texas Health and Human Services to administer the Women, Infants, and Children's Nutrition Program

Agency: Texas Health and Human Services

Funds: \$82,603,402

Period: October 1, 2025 through September 30, 2030

Description: U.T. Medical Branch - Galveston's Regional Women's Services and Pediatrics Program will continue to administer the Texas Health and Human Services' Women, Infants, and Children's (WIC) Nutrition Program to provide supplemental food benefits, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants, and children identified to be at nutritional risk.

34. Request for Budget Change - **U.T. Medical Branch - Galveston**: Tenure Appointments -- amendment to the FY 2025 budget

The following Requests for Budget Change (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:

College, Department, and Name	From	To	RBC #
<b>School of Medicine</b>			
Anesthesiology			
Marcos Vidal Melo	New Hire	Professor (T)	14323
Psychiatry and Behavioral Sciences			
Amanda Persons	New Hire	Professor (T)	14324

35. Employment Agreement - **U.T. Health Science Center - Houston**: Approval of terms of Employment Agreement with LaTanya J. Love, M.D., as *Interim* President

The following agreement has been approved by the Chancellor, has been signed by Dr. LaTanya J. Love, 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:	<i>Interim</i> President
Funds:	\$845,770 annually
Period:	Beginning March 1, 2025
Description:	Agreement for employment of LaTanya J. Love, M.D. as <i>Interim</i> President of The U.T. Health Science Center - Houston. The <i>Interim</i> 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 Health Affairs and approval by the Board of Regents. The employment agreement is on the following page.



The University of  
Texas System

OFFICE OF THE CHANCELLOR  
210 WEST SEVENTH STREET  
AUSTIN, TX 78701  
512.499.4201  
[UTSYSTEM.EDU](http://UTSYSTEM.EDU)

February 13, 2025

LaTanya J. Love, MD  
Executive Vice President, Student and University Affairs  
Dean of Education, McGovern Medical School  
The University of Texas Health Science Center at Houston  
6431 Fannin, MSB 3.151  
Houston, Texas 77030  
[LaTanya.D.Jones@uth.tmc.edu](mailto:LaTanya.D.Jones@uth.tmc.edu)

Dear Dr. Love:

I am writing to express my gratitude that you have agreed to serve as *interim* President of The University of Texas Health Science Center at Houston, effective March 1, 2025. Your annual salary rate during this interim appointment will be \$845,770 and will be paid monthly.

The duties are outlined in the [Regents' Rule 20201 \(Presidents\)](#) related to the responsibilities of an institutional President. While serving in this capacity, you will have general authority and responsibility for the administration of the institution. This is an at-will position in which you serve at the pleasure of the Chancellor.

Please sign below to indicate your agreement to the terms of your service and return a signed copy to [chancellor@utsystem.edu](mailto:chancellor@utsystem.edu). If you have any questions, please feel free to contact me or Executive Vice Chancellor [John Zerwas](#). I look forward to the opportunity to work with you as *Interim* President of UTHSC-Houston.

Sincerely,

A handwritten signature in black ink, appearing to read "James B. Milliken".

James B. Milliken  
Chancellor

cc: Dr. John Zerwas, Executive Vice Chancellor for Health Affairs  
Mr. Jonathan Pruitt, Executive Vice Chancellor for Business Affairs  
Ms. Julie Goonewardene, Chief Talent and Innovation Officer  
Ms. Stacey Napier, General Counsel to the Board of Regents

Accepted:

A handwritten signature in black ink, appearing to read "LaTanya J. Love".

LaTanya J. Love, MD

2/14/2025

Date



36. Lease - U.T. Health Science Center - Houston: Authorization to expand the lease of space to U.T. Physicians from approximately 139,243 square feet to approximately 308,931 square feet, and to lease or sublease available space in the building to SCA-UTH Holdings, LLC, at an office building located at 6500 West Loop South, Bellaire, Harris County, Texas, for clinical and other mission uses

Description: Expansion of the lease of space to U.T. Physicians from approximately 139,243 square feet to approximately 308,931 square feet and to lease or sublease available space in the building to SCA-UTH Holdings, LLC, for clinical and other mission uses at an office building located at 6500 West Loop South, Bellaire, Harris County, Texas.

Leased Area: Expansion of space by approximately 169,688 square feet to a total of approximately 308,931 square feet of space on four floors. U.T. Physicians will then be leasing approximately 71% of the building. In addition, U.T. Physicians may license up to its prorata share of parking spaces in an attached parking structure, estimated at 777 parking spaces. A portion of the leased space and related parking rights may be subleased by U.T. Physicians or directly leased by the Board to SCA-UTH Holdings, LLC.

Location: 6500 West Loop South, Bellaire, Harris County, Texas. The building, known as Bellaire Station, was acquired on August 30, 2024, on behalf of U.T. Health Science Center - Houston pursuant to Board authorization dated August 22, 2024.

Lessee: U.T. Physicians, a Texas nonprofit corporation affiliated with the institution; SCA-UTH Holdings, LLC, a joint entity composed of U.T. Health Science Center - Houston and Surgical Care Affiliates, LLC, and its successors or assigns

Term: The term for each suite commences on substantial completion of construction, currently estimated to range from early to late Summer 2025, and continues through October 31, 2032, coterminous with Lessee's existing lease space in the building. In addition, Lessee has two 10-year renewal options.

- Lease Rents:** U.T. Health Science Center - Houston will abate Lessee's rent through March 31, 2025, related to a prior premises expansion, at a cost of approximately \$514,565. The initial base rent for the subject expansion suites ranges from \$15.00 per square foot with \$.50 annual increases, to \$30.00 per square foot, with 2% annual increases, for a weighted average initial base rent of approximately \$29.24 per square foot (approximately \$4,961,861 annually). In addition, base rent and concessions for the renewal terms, if exercised, shall be at current fair market value at the time of such renewal. Lessee will pay its pro-rata share of actual operating expenses. Lessee will be responsible for its share of property taxes; however, the parties expect that this lease may be exempt from property taxes. Lessee may pay certain parking fees. Total base rent and parking revenue over the primary lease term from this lease expansion, net of the abated rent, is estimated at approximately \$38,403,500. The above estimates include space that will be leased to U.T. Physicians and space that may be subleased or leased directly to SCA-UTH Holdings, LLC.
- Tenant Improvements:** Lessee will construct tenant improvements at its cost, of which U.T. Health Science Center - Houston is providing a tenant allowance of \$50 per square foot (approximately \$8,484,400). In addition, the institution estimates that it will spend roughly \$5,000,000 upgrading certain building systems to allow for intensive clinical uses, including an ambulatory surgical center (ASC).
- Net Revenue:** Total net revenue is approximately \$24,919,200 during the balance of the initial lease term, including estimated rents, less the cost of the tenant improvement allowance and planned building system upgrade expenditures. In addition, if exercised, Lessee's renewal options may provide additional revenue of roughly \$150,000,000, less leasing costs, the cost of future improvements, and concessions.
- Sublease for ASC:** The parties anticipate that U.T. Physicians will sublease or the Board will lease under similar terms certain space for use as an ASC to SCA-UTH Holdings, LLC, a joint entity composed of U.T. Health Science Center - Houston and Surgical Care Affiliates, LLC. This sublease or lease will be in furtherance of authorization granted February 23, 2023, and August 21, 2024, for the institution to enter in a joint arrangement to develop and operate the ASC. U.T. Health Science Center - Houston may spend up to \$54,200,000 for its share of tenant finish, equipment, and other costs.

37. Contract (funds going out) - U.T.M.D. Anderson Cancer Center: Amendment to Agreement with JB York Construction, Inc., dba York Construction, Inc., to provide maintenance repair and related services

Agency: JB York Construction, Inc., dba York Construction, Inc.

Funds: The total contract value, including the renewal periods, is estimated to be \$10,000,000, although the maximum amount is indeterminable at this time.

Period: May 7, 2025 through September 14, 2027; with one remaining two-year renewal option

Description: York Construction, Inc. (York), will act as a general contractor to provide general and specific facility maintenance repair and related services for projects on a per-project basis. York 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.

The First Amendment, effective May 7, 2025, extends the term to September 14, 2027. There is one remaining two-year renewal option. The initial Agreement was competitively bid. The initial Agreement, effective as of September 15, 2023, did not require Board approval as the estimated value was within the institution's delegated approval threshold.

38. Request for Budget Change - U.T.M.D. Anderson Cancer Center: Tenure Appointment -- amendment to the FY 2025 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:

<u>College, Department, and Name</u>	<u>From</u>	<u>To</u>	<u>RBC #</u>
<b>Discovery Science Division</b>			
Department of Comparative Medicine			
Chair and Director			
Francois Villinger	New Hire	Professor (T)	14351

**FACILITIES PLANNING AND CONSTRUCTION COMMITTEE**

No items for Consent Agenda