

**MINUTES OF A SPECIAL MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
DECEMBER 28, 1994**

A special meeting of the Board of Regents governing The University of Oklahoma and Cameron University was called to order in Room 308 at Will Rogers Airport in Oklahoma City beginning at 8:00 a.m. on Wednesday, December 28, 1994.

The following Regents were present: Regent E. Murray Gullatt, Chairman of the Board, presiding; Regents G. T. Blankenship, J. Cooper West, Stephen F. Bentley, Melvin C. Hall, Donald B. Halverstadt, M.D., and C. S. Lewis III (arrived after the meeting began).

Others attending all or a part of the meeting included Vice Presidents Jerry B. Farley, and Mark E. Lemons, Interim Vice President Richard E. Hall, Mr. Fred Gipson, Chief Legal Counsel, and Dr. Chris Purcell, Executive Secretary of the Board of Regents.

Notice of the time, date, and place of this meeting was submitted to the Secretary of State, and the agenda was posted in the Office of the Board of Regents on or before 8:00 a.m. on Friday, December 23, 1994, both as required by 25 O.S. 1981, Section 301-314.

Regent Halverstadt moved the Board meet in executive session to discuss the appointment of Howard Schnellenberger as Head Football Coach and authorizing the President and Athletic Director to approve the appointment of assistant football coaches. The executive session began at 8:05 a.m. in Room 308.

The Regents reconvened in regular session at 8:20 a.m. in the same location.

Regent Halverstadt moved the Board of Regents appoint Howard Schnellenberger as Head Football Coach at a salary of \$125,000 for 12 months, paid from State funds, and the right to pursue additional compensation from private sources of approximately \$375,000. This appointment is effective December 16, 1994 and is for a five-year term. The following voted yes on the motion: Regents Gullatt, Blankenship, West, Bentley, Hall, Halverstadt, and Lewis. The Chair declared the motion unanimously approved.

Regent Bentley moved the Board of Regents authorize the President and Athletic Director to approve the appointment of assistant football coaches. The following voted yes on the motion: Regents Gullatt, Blankenship, West, Bentley, Hall, Halverstadt, and Lewis. The Chair declared the motion unanimously approved.

AGREEMENT ON JUSTICE CENTER, COLLEGE OF MEDICINE, TULSA

Information was provided to the Board of Regents by Mr. Fred Gipson on this item. A copy of the proposed agreement is attached herein as Exhibit A.

Regent Lewis moved approval of an agreement between the Board of Regents and The Dr. Karl Jurak Foundation on the Justice Center at the Health Sciences Center, College of Medicine, Tulsa Campus. The following voted yes on the motion: Regents Gullatt, Blankenship, West, Bentley, Hall, Halverstadt, and Lewis. The Chair declared the motion unanimously approved.

There being no further business, the meeting adjourned at 8:22 a.m.

A handwritten signature in black ink, appearing to read "Chris A. Purcell", written over a horizontal line.

Chris A. Purcell
Executive Secretary of the Board of Regents

AGREEMENT

This Agreement is entered into this 28 day of December, 1994, by and between the Board of Regents of the University of Oklahoma, hereinafter "Regents," and The Dr. Karl Jurak Foundation, hereinafter "Foundation," and their respective successors and assigns.

WHEREAS, The Regents operate the University of Oklahoma College of Medicine-Tulsa, hereinafter "COM-T," for the education of third and fourth year medical students and medical residents; and,

WHEREAS, the Foundation has constructed certain improvements known as the Jurak University Site To Improve Children's Environment or JUSTICE Center, "Children's JUSTICE Center™ - Tulsa," or "the Center," on land on the COM-T campus which it has leased from the Regents the legal description of which is attached hereto as Exhibit A; and,

WHEREAS, the goals of JUSTICE are:

1. To provide expert medical evaluation to the community, state, and region;
2. To provide social service case coordination with the Oklahoma Department of Human Services;
3. To provide experts to the community for staffing, case management and training;
4. To provide ongoing medical training for medical students, residents, and for continuing medical education;
5. To provide medical expertise for prevention programs;
6. To provide a replicable model for medical and coordinated services in the area of child abuse;
7. To provide a base for research in child abuse and neglect; and,

WHEREAS, Foundation desires to deed its interest in the improvements to Regents,

NOW THEREFORE, in consideration of the above recitals and the covenants and agreements contained in this Agreement, the parties agree as follows:

1. JUSTICE shall deed through a quit claim deed to Regents its right, title, and interest in and to the improvements known as the **Children's JUSTICE Center™ - Tulsa** it has erected on property leased from and owned by the Regents.

2. The Regents will use JUSTICE in accordance with the purpose for which the Foundation built it; as a model center for the multidisciplinary team approach to case

management of suspected child abuse, with particular emphasis on the evaluation, investigations and prosecution of such cases and on medical evaluations of suspected child sexual abuse and the education of medical professionals in this field.

3. The Regents shall provide office and/or clinical space at JUSTICE for the pursuit of this purpose by the member agencies of the multidisciplinary team. Current team members include: the Regents through the COM-T, the Child Abuse Network, Inc., the State of Oklahoma Department of Human Services, the District Attorney for Tulsa County, the City of Tulsa Police Department and such other law enforcement agencies as may from time to time be involved in a particular case.

4. The Regents shall set aside for the exclusive use of the Foundation and/or the Children's JUSTICE Centers, Inc., its successors and assigns ("CJCI"), a non-profit corporation to which the Foundation has transferred all rights to the Children's JUSTICE Center's identity, for any lawful purpose, the space including areas marked as Office 148, 149 and 150, Waiting 151 and the respective doors 141, 148, 149, 150 and 151 on Exhibit B, annexed hereto and made a part hereof. The Regents shall also allow the Foundation the non-exclusive use of those areas of Exhibit A marked as "Common Areas," in common with others allowed to use them.

5. In recognition of the conveyance to it of the JUSTICE Center building worth approximately \$1,000,000 (one million dollars), and of the valuable intangible asset of having a central facility in which it has established its child abuse evaluation clinic and in which it can pursue its intent to educate physicians not only in the clinical aspects of child abuse, but also regarding the role of other agencies which integrate the psychological, social and legal aspects of each abused child's case and to enable it to educate physicians as to how the process can impact the child and affect the possible prosecution of a perpetrator, the Regents shall not charge the team members, the Foundation or the CJCI, or any of their respective successors or assigns which are performing the role of team members rent for the use of the Center, except for rent not exceeding a sum equal to the pass through of any actual and direct out-of-pocket expenses for operation and maintenance of the physical plant, for which Foundation and/or CJCI does not reimbursement Regents.

6. The building shall continue to be known as the **Children's JUSTICE Center™ - Tulsa**. The Regents will not unreasonably withhold its approval at the request of CJCI to rename the building in connection with fundraising or to place appropriate and reasonable exterior and interior signage on or in the building.

7. Nothing in this Agreement shall be construed to grant to Regents any right or interest to the name(s), logo(s), trademarks or copyrighted materials of the Foundation or of CJCI.

8. Because the Center is a specially designed model and is intended to be replicated in other cities nationally, the Foundation and/or CJCI shall have access to the Center to give tours to potential major donors and/or representatives of team member agencies of potential new

Centers, with reasonable advance notice and at reasonable times and dates in keeping the need of this Center's team members to render services to abused children paramount.

9. Because the building was designed specifically to maximize the benefits of the team approach in working with suspected victims of child abuse and to minimize discomfort to the child, Regents shall discuss with Foundation any planned changes in the the exterior or interior design of the building, including the color scheme, and shall comply with Foundation's wishes when reasonable and practicable.

10. Nothing in this Agreement shall obligate the Regents to perform the functions of other team members or to seek legal redress, if any, as may be available to enjoin them to perform their functions if they fail or refuse to do so. If, despite the Regents' good faith efforts, the multidisciplinary team approach to case management of suspected child abuse fails in Tulsa, the Regents' shall continue to use the Center for the provision of services for children, with preference to services for abused children. Further, in such event, the Foundation shall not seek to enforce the covenants contained in paragraphs 2, 3, 5, and 6 insofar as any breach does not relate to the Foundation or CJCI.

11. This Agreement supersedes and terminates the Agreement entered into between the Regents and Matol Botanical International, Ltd. on March 11, 1992, and the sublease agreement entered into between the Regents and the Foundation on May 1, 1992.

12. This Agreement shall be for a term commencing the date on which the Agreement is signed and ending June 30, 2011. Notwithstanding this term the parties agree and understand that the Regents is a agency of the State of Oklahoma created by the Constitution of the State of Oklahoma and that as a public body, it cannot contract to encumber assets beyond the end of the fiscal year. Accordingly, the parties acknowledge that the Agreement is for an initial term through June 30, 1995, and will automatically renew on an annual basis for sixteen (16) years thereafter, except that Regents may terminate this Agreement at the expiration of any renewal term, upon 90 days prior written notice. It is the current intent of Regents to renew the Agreement, and it will do so on an annual basis unless Regents, in its sole discretion and judgment, determines that it does not have sufficient assets to do so.

13. As JUSTICE is part of the academic program of the College of Medicine-Tulsa, neither the Foundation nor CJCI will control or attempt to control its organization or operation.

14. In the event of default in the performance of any covenant to be performed by either party, the other party may enforce performance of this Agreement in any manner provided by law.

15. Should any clause or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, void or voidable for any reasons, such invalid, void or voidable clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

16. The parties understand that neither this Agreement nor any deed conveying the building to the Regents will be effective until approved by the Regents in keeping with the law of the State of Oklahoma.

17. All notices required hereunder shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the addresses shown below until notification in writing changes such address.

REGENTS:

University of Oklahoma
Executive Secretary of the Board of Regents
660 Parrington Oval, Room 119
Norman, Oklahoma 73019

FOUNDATION:

The Dr. Karl Jurak Foundation
2829 S. Sheridan Road
Tulsa, Oklahoma 74129
Attention: R. Spencer Wood

18. This Agreement shall be construed according to the laws of the State of Oklahoma.

19. Regents and Foundation agree that this Agreement may be recorded in Tulsa County.

20. Anything contained in this Agreement to the contrary notwithstanding, in the event Regents elect to terminate it pursuant to paragraph 12 hereof, and subsequent thereto sell JUSTICE at any time prior to June 30, 2011, Regents will pay Foundation the then value of JUSTICE as determined by averaging the value placed on the building in comparison with the sale price of the entire sale property by an appraiser chosen by Regents with the value placed on the building in comparison with the sale price of the entire sale property by an appraiser chosen by JUSTICE.

21. This Agreement constitutes the entire agreement between Regents and Foundation, and there are no agreements, understandings, restrictions, warranties or representations between them other than those set forth herein. This Agreement cannot be amended except in writing executed by both parties.

IN WITNESS WHEREOF, this Agreement was executed this ___ day of December, 1994.

EXHIBIT A

The Foundation is a sublessee (ground lease) of a portion of the property that Regents leases from the Tulsa Industrial Authority ("the Land"), which portion is more particularly bounded and described as follows:

"A tract of land in the SW/1-4 of the SW/1-4 of section 14, township 19N, in the City of Tulsa, County of Tulsa and State of Oklahoma, being also known as 2829 S. Sheridan Road, Tulsa, OK 74129."

