

**THE UNIVERSITY OF WYOMING**  
**MINUTES OF THE TRUSTEES**

**December 16, 1983**

**For the confidential information**  
**of the Board of Trustee**

THE UNIVERSITY OF WYOMING

Minutes of the Trustees  
December 16, 1983

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THE UNIVERSITY OF WYOMING

Minutes of the Trustees  
December 16, 1983

A meeting of the Trustees of the University of Wyoming was called to order by President McCue at 9:30 a.m. on December 16, 1983, in the Board Room of Old Main.

ROLL CALL

The following Trustees were in attendance: Chapin, Gillaspie, Hinckley, McCue, Mickelson, Miracle, Rochelle, Sawyer, Smith, Updike, and ex officio members Simons, Veal, and Rissler. Trustee members Quealy, Coulter, and ex officio member Herschler were absent. On December 15, Trustee Coulter attended all committee meetings.

APPROVAL OF MINUTES

President McCue asked if there were any corrections or additions to the minutes of the meeting of November 19, 1983. There were no corrections or additions and Mr. Sawyer moved that the minutes of November 19, 1983, be approved as circulated. The motion was seconded by Mr. Hinckley, and it carried.

ACADEMIC ISSUES COMMITTEE

President McCue called on Acting Chairman Updike for a report from the Academic Issues Committee meeting held on

December 15, 1983. Committee members Miracle, Updike, Sawyer, Simons, and ex officio member Veal attended the committee meeting, along with other Trustees. Committee members Chapin, Hinckley, and McCue were absent. Based on discussions and recommendations from the Academic Issues Committee, the following actions were taken by the full Board.

#### APPROVAL OF DEGREES

Mr. Updike moved,

Mr. Hinckley seconded,

and it carried that the award of degrees be approved for those individuals recommended by the faculty and deans for the 1983 Fall semester, with a record of such degree awards to be maintained in the Registrar's Office after authentication by the President of the University.

Although final degree checks have not been completed at this time, it appears that there will be approximately 766 fall candidates for degrees at the end of the Fall semester: 499 for the Baccalaureate degree, 1 for the Juris Doctor degree, and 266 for other advanced degrees.

This concluded the report and recommendations from the Academic Issues Committee.

#### BUDGET COMMITTEE

President McCue called

on Acting Chairman

Mickelson for a report of the Budget Committee meeting held on December 15, 1983. Committee members Mickelson,

Miracle, Gillaspie, and ex officio member Veal attended the committee meeting, along with other Trustees.

Committee members Chapin, Quealy, and McCue were absent.

Based on discussions and recommendations from the Budget Committee, the following actions were taken by the full Board.

APPROVAL OF REVISED  
BUDGET REQUEST

Mr. Mickelson moved approval  
of the revised 1985-86

Biennium Budget Request as presented in Enclosure 1.

The motion was seconded by Mr. Gillaspie, and it carried.

GOLF ACTIVITY FEE

Mr. Mickelson moved that a  
golf activity fee of \$2.00

per nine holes be established for students enrolled in golf instruction by the Department of Physical Education, effective January 1, 1984, for the Spring semester, and that the internal distribution of the fee between appropriate University organizations and the Jacoby Golf Course be determined by the President. Mr. Gillaspie seconded the motion, and it carried.

HIGH SCHOOL AND COMMUNITY  
COLLEGE HONOR SCHOLARSHIP  
MODIFICATION

Mr. Mickelson moved approval  
of the following modifications

to the High School and Community College Honor Scholarship program:

1. Minimum grade point average necessary to maintain the scholarship will be elevated from 2.0 to 2.5, effective Fall semester, 1984.



2. The number of scholarships awarded per graduating class will be changed from two per 50 graduates to the following, effective January 1, 1984:

<u>Graduates</u>	<u>Scholarships</u>
1-25	1
26-50	2
51-75	3
76-100 etc.	4

3. A time limit will be established effective Fall semester, 1984, that requires recipients to use their scholarship within six years from the date of initial enrollment in a Wyoming post-secondary educational institution. After six years the unused portion of the award will be forfeited.
4. A time limit will be established on all past awards requiring recipients either to use their scholarships by fall 1990 or to forfeit the unused portion of the award.

Notification of these changes to affected recipients would begin no later than February 6, 1984.

The motion was seconded by Mr. Updike. Then Mr. Miracle moved that the motion be amended to show that the award had originally been granted to one boy and one girl and further, that the last sentence in 3. above be amended to read as follows: "After six years the unused portion of the award will be forfeited unless extenuating circumstances prevent the utilization of the scholarship." The amended motion was seconded by Mr. Rochelle, and it carried.

FACULTY COMPENSATION FOR  
SUPPLEMENTARY INSTRUCTIONAL  
ASSIGNMENT IN NONCREDIT  
PROGRAMS

Mr. Mickelson moved that the  
maximum compensation per day  
for supplementary instruction

in University sponsored noncredit programs be established at one percent of a faculty member's previous academic year salary, that one-sixth of the daily rate be established as the maximum hourly compensation for such service, and that

days of supplementary instruction in noncredit programs be considered equivalent to extracurricular consulting and vice-versa so that the maximum days allowed in combination does not exceed the number allowed under University policy for outside consulting. The motion was seconded by Mr. Gillaspie, and it carried.

AUTHORIZATION FOR  
STOCK TRANSFERS

Upon a motion by Mr. Mickelson,  
second by Mr. Chapin, it

carried to adopt the following resolution:

RESOLVED that the Treasurer of the Board of Trustees and the President of The University of Wyoming representing the Trustees of The University of Wyoming, a body corporate, are hereby authorized to sell, assign and transfer stocks, bonds, evidences of interest, evidences of indebtedness and/or other obligation, and all other securities, corporate or otherwise, now or hereafter held by this corporation in its own right or in any fiduciary capacity, and to execute any and all instruments necessary, proper or desirable for the purpose; further that any past action in accordance herewith is hereby ratified and confirmed; and further, that any officer of this corporation is hereby authorized to certify this Resolution to whom it may concern.

ACCEPTANCE OF CONTRACTS,  
GRANTS, GIFTS, AND  
SCHOLARSHIPS

Mr. Mickelson moved acceptance  
of contracts and grants in

the amount of \$934,879. The motion was seconded by Mr. Smith, and it carried.

Mr. Mickelson moved acceptance of the gifts and scholarships in the amount of \$396,813. The motion was seconded by Mr. Gillaspie, and it carried.

This concluded the report and recommendations from the Budget Committee.



PERSONNEL COMMITTEE

President McCue called on Acting Chairman Smith for a report from the Personnel Committee meeting held on December 15, 1983. Committee members Miracle, Gillaspie, Updike, Sawyer, Smith, and ex officio member Veal attended the Personnel Committee meeting, along with other Trustees. Committee members McCue and Quealy were absent.

Based on recommendations from the Personnel Committee, Mr. Smith moved that the appointments as listed in the Personnel Committee minutes be approved. The motion was seconded by Mr. Rochelle, and it carried. Mr. Miracle moved that the motion on appointments be amended to include approval of reappointments, continuation of probationary appointments, administrative appointment, change in assignment, leave of absence, cancellation of leave of absence, retirement, reappointments, salary adjustments for football coaching staff, salary adjustment for head football coach, resignations, retirement, and part-time appointments. The amended motion was seconded by Mr. Rochelle, and it carried.

APPOINTMENTS

The following appointments were approved under the conditions cited.

In the College of Agriculture

1. Victor M. Becerra as Assistant Professor of Microbiology and Veterinary Medicine for the 1983-84 fiscal year, effective December 1, 1983, at an annual (11-month) salary rate. This is a tenure track appointment.

2. Nancy Sue Petersen as Assistant Professor of Biochemistry for the 1983-84 fiscal year, effective December 1, 1983, at an annual (11-month) salary rate. This is a tenure track appointment.

3. Nammalwar Sriranganathan as Assistant Professor of Microbiology and Veterinary Medicine for the 1983-84 fiscal year, effective November 11, 1983, at an annual (11-month) salary rate.

In the College of Arts and Sciences

4. Steven W. Buskirk as Assistant Professor of Zoology and Physiology for the 1984 Spring semester, effective January 9, 1984, at an annual (9-month) salary rate. This is a tenure track appointment.

In the College of Engineering

5. Thaddeus Englert as Supply Assistant Professor of Electrical Engineering for the 1984 Spring semester, effective January 9, 1984, at an annual (9-month) salary rate. This is a non-tenure track appointment.

In the College of Human Medicine

6. Steven Borin as Temporary Assistant Professor of Family Practice/Cheyenne for the 1983-84 fiscal year, effective November 23, 1983, at an annual (11-month) salary rate. This is a non-tenure track appointment.

In the School of Extended Studies

7. Kathleen A. Munson as Supply Assistant Professor in the University of Wyoming-Casper Library, for the 1983-84 fiscal year, effective November 7, 1983, at an annual (11-month) salary rate. This is a non-tenure track appointment.

# REAPPOINTMENTS

The following faculty members were approved for reappointment for the 1983-84 academic year.

<u>Name</u>	<u>Department</u>	<u>Academic Rank</u>
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## In the College of Commerce and Industry

Frank T. Griggs	Business Administration	Lecturer
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## In the College of Law

Mary Dee Pridgen	Law	Associate Professor
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# CONTINUATION ON PROBATIONARY APPOINTMENTS

The following faculty members were approved for continuation on probationary appointment for the 1984-85 year.

<u>Name</u>	<u>Department</u>	<u>Academic Rank</u>
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## In the College of Agriculture

Robert R. Dahlgren	Microbiology and Veterinary Medicine	Associate Professor
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Larry E. Gholson	Plant Science	Assistant Professor
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Douglas L. Hixon	Animal Science	Assistant Professor
------------------	----------------	---------------------

John J. McGlone	Animal Science	Assistant Professor
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Jeff Powell	Range Management	Professor
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Judith A. Powell	Home Economics	Associate Professor
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Elizabeth S. Williams	Microbiology and Veterinary Medicine	Assistant Professor
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## In the College of Arts and Sciences

Charles E. Davis	Political Science	Associate Professor
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Norman J. Dovichi	Chemistry	Assistant Professor
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David M. Fountain	Geology	Associate Professor
Joe D. Hagan	Political Science	Assistant Professor
Madonne Miner	English	Assistant Professor
William E. Riebsame	Geography	Assistant Professor
Eric J. Sandeen	American Studies	Assistant Professor
Susan L. Sharpe	Communication	Assistant Professor
Mary J. Smith	Communication	Associate Professor

In the College of Commerce and Industry

H.P. Garsombke	Accounting	Associate Professor
Charles F. Mason	Economics	Assistant Professor
Francis L. Stevenson	Accounting	Instructor

In the College of Education

Joseph A. Braun	Curriculum & Instruction	Assistant Professor
Barbara A. Chatton	Education Foundations & Instructional Technology	Assistant Professor
Mary J. Cowles	University School	Assistant Professor
Michael J. Day	Educational Administration	Assistant Professor

In the College of Engineering

Keith J. Barton	Mechanical Engineering	Associate Professor
Bruce R. Dewey	Mechanical Engineering	Professor
Henry W. Haynes, Jr.	Chemical Engineering	Professor

Alfred R. Rodi	Atmospheric Science	Assistant Professor
James O. Rose	Civil Engineering	Assistant Professor
Wayne R. Sand	Atmospheric Science	Assistant Professor

In the College of Health Sciences

Donald S. North	Pharmacy	Assistant Professor
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In the College of Human Medicine

Arnold N. Krause	Family Practice/Casper	Associate Professor
Jay A. Swedberg	Family Practice/Casper	Assistant Professor
Dennis P. Zoller	Family Practice/Cheyenne	Assistant Professor

In the School of Extended Studies

Gary Benson	Business Administration/ Casper	Assistant Professor
Edwin D. Maberly	Business/Casper	Assistant Professor

In the University Library

Barbara L. Wagner	Library	Assistant Professor
James M. Walsh	Library	Assistant Professor

ADMINISTRATIVE APPOINTMENT      Wayne Lanning, Professor of  
Counselor Education, was  
appointed as Head of the Department of Counselor Education,  
effective for the period July 1, 1984 through June 30, 1987.

CHANGE IN ASSIGNMENT      Arden White, Professor of  
Counselor Education and Head



of the Department of Counselor Education, was reassigned as Professor of Counselor Education only, effective June 30, 1984.

LEAVE OF ABSENCE--  
Edwin G. Flittie

Edwin G. Flittie, Professor of Sociology, was granted a leave of absence without pay for the 1984 Spring semester.

CANCELLATION OF  
LEAVE OF ABSENCE--  
Garth M. Massey

The leave of absence granted Garth M. Massey, Associate Professor of Sociology, was cancelled. The cancellation was at Dr. Massey's request.

RETIREMENT--  
Robert J. McColloch

Robert J. McColloch, Professor of Biochemistry, was granted retirement January 9, 1984, with the designation as Emeritus.

REAPPOINTMENTS AND SALARY  
ADJUSTMENTS FOR  
FOOTBALL COACHING STAFF

The policy established by the Trustees on January 15, 1971, and amended on May 15, 1981, states that all appointments and reappointments to the football coaching staff be for the annual periods commencing on February 1 of each year, with notice of termination, reappointment, and salary adjustments to be given on or before January 1. The following reappointments and salary adjustments for the annual period beginning February 1, 1984, were approved.

<u>Name and Title</u>	<u>Salary for 2/1/84 to 1/31/85</u>
James House Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$30,648
James King Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$35,148
Warren Koegel Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$27,960
James R. Lawrence Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$28,560
Roderick Long Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$40,104
Jay Schaaake Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$24,636
Thomas Vaughn Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$32,712
Charlie Weatherbie Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$26,496
Ardell Wiegandt Assistant Football Coach and Lecturer in Intercollegiate Athletics	\$35,184

It was pointed out that the salary increases all are two percent or less, the same rate applied to all the other University of Wyoming faculty and staff in July. Because of their contract period, the football staff salary increases are delayed from July to February of the following year.

SALARY ADJUSTMENT FOR  
HEAD FOOTBALL COACH

The Trustees approved a salary  
rate of \$58,248 for Alan P.

Kincaid, Head Football Coach and Lecturer in Intercollegiate Athletics, for the period February 1, 1984 to March 31, 1985.

Trustee Smith asked that consideration be given to changing the appointment sequence for football and basketball coaching staffs so that reappointment and salary decisions can be made at the same time for both staffs. President Veal will make recommendations at a future meeting of Trustees.

#### RESIGNATIONS

As a matter of information only, the following

resignations were reported to the Trustees.

1. Lawrence A. Klein, Assistant Professor of Accounting, August 28, 1984.
2. JoAnne M. McNeal, Temporary Assistant Professor of Nursing, December 17, 1983.
3. Anthony Palmieri III, Associate Professor of Pharmacy, January 26, 1984.
4. Sheila Weibert, Temporary Assistant Professor of Nursing, December 17, 1983.

#### RETIREMENT--Josephine Ruud

As a matter of information only, the retirement of

Josephine Ruud, State Program Leader for Home Economics Extension, effective December 31, 1983, was reported to the Trustees.

#### PART-TIME APPOINTMENTS

As a matter of information only, the part-time appointments

were reported to the Trustees.

This concluded the report and recommendations from the Personnel Committee.

ATHLETIC COMMITTEE

President McCue called on

Chairman Smith for a report

from the Athletic Committee meeting held on December 15, 1983. Committee members Smith, Rochelle, Coulter, Mickelson, Updike, Miracle, and ex officio member Veal attended the committee meeting, along with other Trustees. Committee member McCue was absent. Based on the Athletic Committee report, the following actions were taken by the full Board.

DRAFT BID SPECIFICATIONS  
FOR EXCLUSIVE RADIO AND  
TELEVISION BROADCAST RIGHTS  
FOR INTERCOLLEGIATE  
ATHLETIC EVENTS

Gary Cunningham and Bill

Solomon presented to the

Athletic Committee the draft

bid specifications for exclusive radio and television

broadcast rights for Intercollegiate Athletic events.

After considerable discussion, Mr. Smith moved that the draft bid specifications, as contained in Enclosure 2, be approved.

The motion was seconded by Mr. Rochelle, and it carried.

Mr. Solomon advised that the call for bids will be issued on December 19, 1983. When bids are received on February 1, 1984, pertinent details relating to each bid will be circulated to all members of the Board. At that time, the award of the contract may be made by the Executive Committee of the Trustees, subject to the approval of the full Board.

STATUS REPORT ON NEW  
WEIGHT TRAINING FACILITY

Dale Wheeler, Assistant

Athletic Director and

Executive Director of the Cowboy Joe Club, Inc., and Tom



Richardson, UW Strength Coach, presented a report to the Committee on the status of the new weight training facility project.

The Committee confirmed the retention of the architectural firm of Dehnert and Richardson, Lander, as project architects for the construction of the new weight training facility, with the understanding that any additional fees or other costs to be paid for the performance of these professional services would be met by the Cowboy Joe Club.

The Committee also endorsed in principle several incentive concepts to assist in the fund-raising effort for the facility, including the possibility of naming the new weight room for a major donor, or creating an annual award or other memorials in honor of individuals who might make significant financial contributions to the cost of the project.

This concluded the report and recommendations from the Athletic Committee.

PHYSICAL PLANT AND  
EQUIPMENT COMMITTEE

President McCue called on Chairman Sawyer for a report of the Physical Plant and Equipment Committee meeting held on December 15, 1983. Committee members Sawyer, Coulter, Gillaspie, Rochelle, Smith, Updike, and ex officio members McCue and Veal attended the committee meeting, along with other Trustees. Chairman Sawyer gave the following report from the Physical Plant and Equipment Committee.



## PROGRESS REPORTS

Progress reports on the capital construction projects were reviewed. On the Central Energy Plant and Utilities Extensions project, it was called to the Trustees' attention that there exists a need to focus responsibility among the owner's representative, Bridgers and Paxton, and the contractor, John W. Cowper Company, Inc., in the design, construction, and completion of the plant, especially as it relates to additional costs to the University because of deficiencies in the plant's operation.

This concluded the report from the Physical Plant Committee.

## DEVELOPMENT COMMITTEE

President McCue called on Chairman Mickelson for a report of the Development Committee meeting held on December 16, 1983. Committee members Mickelson, Gillaspie, Miracle, Sawyer, and ex officio members Veal and McCue attended the committee meeting, along with other Trustees. Chairman Mickelson gave the following report on the Development Committee meeting.

## CENTENNIAL CAPITAL CAMPAIGN

Dr. Scott presented a report to the Development Committee on the status of planning for the Centennial Capital Campaign.

For purposes of background, Dr. Scott reminded the Committee that in October 1983, President Veal had

charged an Ad Hoc Development Committee with conducting internal planning leading to the formulation of a conceptual framework for a University of Wyoming Centennial Capital Campaign. This committee has consulted widely across the University community, and has solicited advice and proposals for a Centennial Campaign from all organizational units. Dr. Scott stated that, following lengthy and intensive deliberations, the Committee had recommended the following program elements:

AD HOC DEVELOPMENT COMMITTEE RECOMMENDATIONS  
UNIVERSITY OF WYOMING CENTENNIAL CAPITAL CAMPAIGN

I. FOR PERMANENT ENDOWMENT

Endowed Professorships  
Distinguished and Visiting Professorships  
Coe Library Endowment  
Centennial Scholarship and Fellowship Fund  
University Scholars Program  
    Outstanding Masters and  
    Doctoral Students  
    National Merit Scholars  
    Awards (10/year)  
    Donor Designated Fellowships  
    Wyoming Superior Student  
    Scholarships (10/year)  
Faculty, Staff, Student Development Awards  
Excellence in the Fine Arts  
Unique Wyoming Needs  
    Excellence in American Studies and  
    Western Traditions  
    Indian Education Programs Office & Services  
    Natural Resource Programs (Energy, Water,  
    Environment)  
    Observatory and Atmospheric Programs

II. FOR NEW FACILITIES, RENOVATION, EQUIPMENT

Statewide Coverage for KUWR-FM (95% of  
residents)  
UW Art Museum Expansion  
American Heritage Center Manuscript and  
Special Collections Wing  
Improvement & Expansion of Athletic Facilities  
    Fieldhouse Lighting  
    War Memorial Stadium Enclosed  
    Seating

Life-Long Learning & Continuing Education  
Center  
Special and Scientific Research Equipment  
Mountain Conference Center (Summer Science  
Camp, etc.)

III. GIFTS FOR SPECIAL CENTENNIAL COMMEMORATIVE PROJECTS

American Heritage Center Centennial Monograph  
Statewide Centennial Celebration News Coverage  
Retrospective of University of Wyoming Artists  
1886-1986  
Commissioned Prints Depicting History  
of the University  
Publication of the Centennial History of the  
University by Professor Deborah Hardy  
Musical Recording by the University Chorus,  
Band, and Orchestra

IV. GIFTS FOR CURRENT SUPPORT

Annual Funds  
Donor Restricted and Designated Items  
Undesignated Items

Dr. Douglass Hawes then reported to the Committee on the mechanics of conducting a major capital campaign. Among other points, he stressed the importance of experienced professional advice and leadership in such an effort, and highlighted a number of essential elements that have characterized successful campaigns at other major public universities. The first major step to be taken in this process would be a feasibility study to be conducted by a fund-raising consultant.

Based on the Development Committee's recommendation, Mr. Chapin moved approval of the Ad Hoc Committee's recommendations and moved that the Board authorize the administration to proceed with planning for a feasibility

study. The motion was seconded by Mr. Miracle, and it carried.

This concluded the report and recommendations from the Development Committee.

ADJOURNMENT AND DATE OF  
NEXT MEETING

There being no further business  
to come before the Trustees,

Mr. Mickelson moved that the meeting be adjourned. The motion was seconded by Mr. Rochelle, and it carried. The next meeting of the Trustees will be January 19-21, 1984.

Respectfully submitted,

*Karleen B. Anderson*

Karleen B. Anderson  
Deputy Secretary

## UNIVERSITY OF WYOMING

Recommended Fiscal Year 1985-86

## Section I Budget Request

	<u>STANDARD Budget</u>	<u>Recommended EXPANDED Budget</u>	<u>Recommended EXCEPTION Budget</u>	<u>TOTAL Recommended Request</u>
General Administration	\$ 5,755,636	\$ 68,000	\$ 30,000	\$ 5,853,636
Instruction and Research	104,168,076	3,540,638	1,305,188	109,013,902
Extension and Public Service	11,833,300	50,000	-0-	11,883,300
Intercollegiate Athletics	8,919,536	104,753	(166,802)	8,857,487
Maintenance, Operation and Repair of Plant	21,433,625	379,800	100,000	21,913,425
Student Services and Student Aid	9,811,864	387,538	66,695	10,266,097
General Services	9,260,098	133,263	68,042	9,461,403
College of Human Medicine	16,817,488	12,078	(89,697)	16,739,869
Wyoming Water Research Center	1,362,951	-0-	-0-	1,362,951
Total - Section I	\$189,362,574	\$4,676,070	\$1,313,426	\$195,352,070
FUNDING				
General Funds	\$135,107,966	\$3,445,861	\$ 3,504	\$138,557,331
Federal Funds	5,104,175			5,104,175
University Funds	49,150,433	1,230,209	1,309,922	51,690,564
	<u>\$189,362,574</u>	<u>\$4,676,070</u>	<u>\$1,313,426</u>	<u>\$195,352,070</u>



# UNIVERSITY OF WYOMING

Recommended Fiscal Years 1985-86

## Section II Budget Request

	<u>STANDARD Budget</u>	<u>Recommended EXPANDED Budget</u>	<u>Recommended EXCEPTION Budget</u>	<u>TOTAL Recommended Request</u>
Instruction and Research	\$39,398,522	\$4,881,507	\$ -0-	\$ 44,280,029
Extension and Public Service	3,044,311	65,028	-0-	3,109,339
Intercollegiate Athletics	898,625	39,286	-0-	937,911
Maintenance, Operation and Repair of Plant	250,302	12,531	-0-	262,833
General Services	3,532,684	604,110	(66,316)	4,070,478
Student Services and Student Aid	37,863,369	862,897	-0-	38,726,266
Capital Improvements	1,400,000	-0-	-0-	1,400,000
Debt Service	7,432,954	-0-	-0-	7,432,954
Total - Section II	\$93,820,767	\$6,465,359	(66,316)	\$100,219,810

## FUNDING

Federal Funds	\$37,972,834	\$6,465,359	\$ -0-	\$ 41,553,012
University Funds	55,847,933	2,885,181	(66,316)	58,666,798
	<u>\$93,820,767</u>	<u>\$6,465,359</u>	<u>\$ (66,316)</u>	<u>\$100,219,810</u>

EW  
2

The University of Wyoming  
Purchasing Manager  
P.O. Box 3314, University Station  
Laramie, Wyoming 82071

December 19, 1983

INVITATION TO BID FOR THE EXCLUSIVE RIGHTS TO  
TELEVISION BROADCAST OF FOOTBALL AND BASKETBALL  
GAMES OF THE UNIVERSITY OF WYOMING

Three Regular Seasons - Football and Basketball Only

A. SCOPE: The Trustees of The University of Wyoming, Laramie, Wyoming, (hereinafter referred to as the "University") invite bids on the exclusive rights to technically produce, privately promote, and commercially broadcast on television certain specified men's varsity intercollegiate football and basketball events, occurring during three regular seasons of competition, as provided for in this invitation. Sealed bids must be received by the Purchasing Manager no later than 2:00 p.m. MST, February 1, 1984, at which time bids will be opened in Room 206, Board Room, Old Main, University of Wyoming.

B. BIDDER'S RESPONSIBILITY: If, prior to the submission of a bid in response to this invitation, a bidder becomes aware of information which will affect the proper execution of the services specified herein, or if any condition

or specification of this invitation will hamper said service or is not consistent with the general practice of the television broadcasting industry, then it shall be the responsibility of such bidder to inform the Purchasing Manager in writing fourteen (14) calendar days prior to the bid opening date. Interpretations or additions to this invitation shall be issued by the Purchasing Manager in writing in the form of an addendum to this invitation.

C. INSPECTION: Bidders who wish to visit the University and inspect the existing facilities may do so during normal working hours by calling at the Office of the Director of Intercollegiate Athletics.

D. METHOD OF BIDDING: Bids must be submitted in the spaces provided on the bid sheets of this invitation (Attachment A), in accordance with the requests stated herein. Primary consideration will be provided to complete bids, and a bid will not be considered to be complete unless all spaces have been filled in properly. Exceptions or alternatives to the Annual Rights Fee mechanism of payment will not be accepted. If a bidder wishes, additional information may be included with the bid in the sealed bid envelope.

E. METHOD OF AWARD: The University reserves the right to consider the relative qualifications of all bidders, and to exercise its judgment as to such qualifications in

the process of selecting a broadcast contractor hereunder. The University further retains the right to waive any informality or irregularity in any bid received, or to reject any or all submitted bids.

Subject to the above stated reservations, it is the intention of the University to accept the proposal of the most qualified bidder offering the highest payment to the University for exclusive television broadcast rights, as represented by an Annual Rights Fee consisting of a percentage of gross revenues from the telecast production or a minimum guaranteed dollar amount, whichever is greater.

The evaluation by the University as to which bidder is most qualified to perform the professional services described hereunder, and as to which combination of percentages of gross revenues and minimum guaranteed dollar amounts represents the best bid, shall be final. The University may also consider in the award of this contract the proposal of each bidder with respect to its independent arrangements with the football and basketball head coaches for the coaches' participation in a televised "coach's show".

Award of the bid shall be evidenced by the offer and acceptance by the bidder of a contract in the form set forth in Attachment B. Submission of a bid constitutes a representation that such bid shall remain in effect for

a period of thirty (30) calendar days following the opening of bids.

F. BIDDER QUALIFICATION: Each "bidder" (this term to include, if applicable, each entity comprising a joint venture which submits a bid hereunder) must furnish proof of experience and ability to promote and distribute quality television broadcast productions to the satisfaction of the University. Each bidder should list complete biographical background of principal personnel, including experience in formulating networks in the past, if any. Each bidder also should demonstrate the ability through its firms, stations, or agencies to understand the technical requirements required of a major sports television network, including quality of network, quality of equipment, ordering of lines, hiring of talent, provision of feeds, etc. In describing its technical abilities, each bidder should demonstrate how it plans to effectively format the play-by-play and halftime portions of the telecast, and what, if any, pregame and postgame recapitulation shows it intends to utilize. In addition, promotion of the network and distribution of the transmissions are important considerations in the award of the bid; each bidder should include, therefore, a list of all proposed affiliates who are committed to involvement in the bidder's television network, contingent upon award of bid. The University may request additional information



in order to substantiate any of the foregoing professional, financial, and/or technical qualifications of bidders.

G. PERFORMANCE BOND: The successful bidder (hereinafter referred to as the "contractor") shall furnish to the University a performance bond in an amount equal to one hundred percent (100%) of the sum of the three minimum guaranteed dollar portions of the proposed Annual Rights Fee, as surety for contract performance and settlement of account with the University. This surety must be maintained in force throughout the term of the contract. The performance bond must be issued by a company licensed to do business in the State of Wyoming and countersigned by a resident agent thereof.

The apparent highest and best qualified bidder will be notified in writing of the intent of the University to accept its bid. No later than ten (10) calendar days after effective notice of this intent, the successful bidder shall cause the performance bond to be in force and delivered to the office of the University Purchasing Manager prior to award of the contract. Provision of suitable bond shall be at the expense of the contractor, and failure to submit and to maintain same shall be deemed cause for cancellation of the contract and recovery under the bond.

H. INSURANCE AND INDEMNIFICATION:

(1) Concurrent with the furnishing of the performance bond, the contractor shall furnish evidence by certificate

of insurance that it has and will maintain during the term of the contract the minimum insurance coverages as set forth below:

Public Liability Insurance

Bodily Injury, one person \$100,000

aggregate \$300,000

Property Damage \$100,000

Libel (Content of Telecast) \$1,000,000

Said insurance coverages shall be by a company qualified to do business in the State of Wyoming, registered and in good standing with the State Insurance Department.

(2) By submitting a bid in response to this invitation, the contractor agrees that it will indemnify and hold harmless the State of Wyoming, the Trustees of the University of Wyoming, The University of Wyoming, and all of the members, agents, officers, and employees of the foregoing, against any and all claims arising from the activities of the contractor or its agents, from program content, or occasioned by the promotion, production, origination, transmission, distribution, or program telecast, whether in the State of Wyoming or elsewhere.

I. LICENSES AND TAXES: The contractor shall obtain and maintain, at its own expense, all necessary licenses and permits, and shall assume the responsibility for and pay all applicable fees and all other taxes incurred in conducting the operations encompassed herein, whether within or outside the State of Wyoming.

J. TERM OF CONTRACT: The contract provided for by this invitation shall be in effect for three (3) full men's varsity football and basketball regular seasons, encompassing the academic years 1984-85, 1985-86, and 1986-87, and expiring April 30, 1987. At the sole option of the University, the contract provided for hereunder may be extended for a period not exceeding two (2) additional academic years, upon such terms and conditions as may be negotiated between the University and the contractor.

K. ADMINISTRATION: After award of contract, the Director of Intercollegiate Athletics shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract. All matters of interpretation, approval, or scheduling shall be directed to the Director of Intercollegiate Athletics.

L. RECORDS TO BE MAINTAINED: The contractor must maintain complete and accurate records of income and value received under this broadcast contract from any source. During the term of the contract, such records shall be made available for inspection or audit by representatives of The University of Wyoming at any time during the contractor's normal business hours.

M. ACCESS AND ADMISSION TO ATHLETIC EVENTS HELD OFF CAMPUS: The University will assist the contractor in making arrangements for necessary access and admission of

the contractor's broadcast personnel for games held on premises other than those owned by The University of Wyoming.

N. DEFINITIONS: For purposes of this invitation and the resulting award of contract:

(1) The term "regular season" shall encompass the time period of August 15 through April 30 of each academic year. Certain athletic events during the regular season may be held under the auspices and management of other sponsors, in which event the University cannot guarantee the contractor the right to telecast such events, but will nominate the contractor to telecast such events as provided in sections O.(14) and (15) hereof.

(2) The terms "game" and "athletic event" shall mean regular-season intercollegiate men's varsity football and basketball events in which The University of Wyoming participates, including invitational tournaments held during the regular season, and the Spring intra-varsity contest held in Laramie each year. Scrimmages, other Spring intra-varsity contests, junior-varsity contests, and exhibition games outside of the regular season are not "games" or "athletic events," and the contractor is not bound to telecast such events and acquires no exclusive broadcast rights thereto. The contractor shall have, however, first right of refusal to telecast such events. Certain athletic events within the scope of this contract



may be scheduled on other public premises within the boundaries of the State of Wyoming, and these events shall be defined as "games" and "athletic events" under this contract for purposes of television broadcasting rights and accountability of revenues.

(3) The term "live television broadcast" means a telecast transmission simultaneous with the live action of the scheduled game.

(4) The term "delayed television broadcast" means a telecast transmission in at least one primary viewing area of Wyoming of an entire video-taped men's varsity football or basketball game, showing all of the action as it occurred, to be telecast no sooner than 10:30 p.m. MST on the date the live action took place.

O. STIPULATIONS, REQUIREMENTS AND RESERVATIONS: The University reserves rights and makes stipulations and requirements, binding on the contractor during the term of the contract and incorporated therein by this reference, as follows:

(1) It shall be the responsibility of the contractor to provide a live and/or delayed telecast, utilizing the broadcast talent designated and approved hereunder, of such men's varsity football or basketball games as are mutually agreed upon by the contractor and the Director of Intercollegiate Athletics prior to June 1 of each year for the following football season, and September 1 of each year for the following basketball season. In accordance with



previously stated University policy, the contractor will not be authorized, under normal circumstances, to initiate live and/or delayed telecasts of men's varsity football or basketball events which are held on the University campus (i.e., "home games"). In certain exceptional cases, however, (e.g., an anticipated sellout of spectator facilities), circumstances may warrant a departure from this general policy, and authorization to telecast a specific home game may be granted after prior consultation with and approval by the Trustees of the University.

Each telecast provided by the contractor shall include such announcements, program material, or report of activities concerning the event or The University of Wyoming in general as may be reasonably supplied or requested by the Sports Information Director of the University. The contractor shall guarantee the inclusion of a minimum of four (4) such announcements, not exceeding thirty (30) seconds in length, during the play-by-play and half-time segments of each telecast.

(2) Unless justified by pre-emption of circuits due to national emergencies or public interest network telecasts, technical difficulties beyond the control of the contractor, or the selection of an athletic event by a national or cable television network for national or regional broadcast, the failure of the contractor to telecast any athletic event as identified above will constitute cause for cancellation of this contract at the option of the University, with liquidated damages equal

to, one-fourth of the Annual Rights Fee to be paid to the University.

(3) In addition to providing the live and/or delayed telecast of those men's varsity football and basketball games which are identified in accordance with section 0.(1) hereof, the contractor shall also provide a televised "coach's show" for both football and basketball, as specified below.

For football, the "coach's show" shall be televised on a weekly basis during the entire regular season of competition. For basketball, the "coach's show" shall be televised on a weekly basis during the Western Athletic Conference (WAC) regular league season only (generally commencing after January 1 of each year).

Each weekly show shall be thirty (30) minutes in length, and shall be aired on all network affiliate stations at the best times available. Each show shall feature videotaped "highlights" of the previous week's game(s), and commentary thereon from the respective head coach. The coaches' interview segments for each show shall be taped and produced at their respective offices on the University campus. All other details as to the format for each "coach's show" shall be agreed upon independently between the contractor and the respective head coach.

Any agreement governing the compensation to be paid to each coach and/or other arrangements relating to the weekly televised "coach's show" shall not be a part of this contract, but shall be negotiated directly and

independently between the contractor and each coach. The University reserves the right to consider in the award of this contract, however, the proposal of each bidder with respect to anticipated offers and/or other arrangements for the televised "coaches' shows".

The contractor shall have no other exclusive right, by virtue of this contract, to produce any additional telecast involving a coach, nor otherwise to interview any coach.

All independent arrangements between the contractor and each coach shall conform to the policies, rules, and regulations of the University, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA). Copies of all agreements between the contractor and each coach shall be provided to the Director of Intercollegiate Athletics, and shall be a matter of public record.

(4) The contractor shall comply with all telecast policies and regulations of The University of Wyoming, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA), all of which are hereby made a part of the contract by this reference.

(5) The University reserves the right to amend or cancel this contract in the event that changes in the policies or regulations of either the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA) should necessitate such action to assure

University conformity with those policies or regulations.

(6) The contractor shall agree that it will not willingly do anything to prejudice the status of the University under the rules and regulations of the Western Athletic Conference (WAC) and the National Collegiate Athletic Association (NCAA) as the same pertain to the television broadcast of football and basketball games, and that the contractor will not detrimentally affect the ability or eligibility of the University to participate in regional or national telecasts of live football or basketball games. The contractor shall require any television station which it allows to carry its broadcasts to comply with the aforementioned rules and regulations.

(7) The University reserves the right to approve in advance the play-by-play announcer and color analyst for all athletic events within the scope of this contract.

(8) The University reserves the right to review and approve at the conclusion of each regular season during the term of the contract the overall technical and production quality of the contractor's telecasts; the half-time content of the contractor's telecasts; and the advertising and schedule of telecasts published in connection with the promotion of each telecast event.

(9) All subcontracts, arrangements, and publicity shall identify the contractor by name as a third party originator of the telecast (i.e., "presented by"; "presenting"; "produced by"; or other such terminology)



to disassociate the University from any responsibility to other parties as to the arrangements, content, or financial obligation for telecasting activities.

(10) The contractor shall assume all responsibility for obtaining the consent, as necessary, of all institutions of higher education or other entities which are competing against the University in football or basketball games prior to the production of any live and/or delayed telecast of such games.

(11) The contractor shall produce video-tape recordings of all football games occurring within the regular season of competition, and all basketball games occurring within the Western Athletic Conference (WAC) regular league season only (generally commencing after January 1 of each year). These video-tape recordings shall be used by the contractor for the purpose of providing "high-light" segments for the "coaches' shows". In addition, the University shall have the right to free access and use of such recordings for any other purpose, on a royalty-free basis.

(12) The exclusive rights covered by this invitation to bid and the resulting contract are for commercial live and/or delayed telecast of such men's varsity football or basketball games as are mutually agreed upon by the contractor and the Director of Intercollegiate Athletics, as specified in section O.(1) hereof. The licensed television stations within the State of Wyoming and/or other markets to which the transmissions or recordings are



distributed as required in the contract may use "high-light" excerpts in sportscasts or promotional spots (such excerpts not to exceed two (2) minutes in length) without requiring the specific permission of either the contractor or the University.

(13) The University reserves the right to grant telecasting outlets to parties designated by the visiting team as the licensed telecasters whose purpose is to provide on a regular and seasonal basis television broadcasts to the visiting team's home audience. Any rights fees collected from visiting broadcasters shall be paid to the University of Wyoming.

(14) The contractor shall be the party officially nominated by the University to telecast any University appearance in those playoff, tournament, or bowl games held under the auspices and management of the Western Athletic Conference (WAC), the National Collegiate Athletic Association (NCAA), or other independent sponsor(s) of such competition.

(15) Once nominated by the University to the entity sponsoring a playoff, tournament, or bowl game, it shall be the option of the contractor to enter into any telecast agreement made available by such sponsor(s), and, if accepted, to comply with all conditions and rates of the agreement entered into between the contractor and said sponsor(s).

(16) The contractor may not sell or assign its rights under this broadcast contract with the University, except with the prior written approval of the University.

P. REQUIREMENTS RELATING TO PROGRAM FEED TO TELEVISION NETWORK AFFILIATES:

(1) All program feeds furnished by the contractor to television network affiliates shall be cued for a reasonable number of commercial interruptions, and all stations receiving the feed shall be furnished the cues.

(2) The contractor shall require, as a condition precedent to furnishing feeds to any station, the receiving station to commit contractually that it will not sell the program to any sponsor not allowed under the policies or regulations of the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA).

Q. GROSS REVENUES OF TELECAST: For purposes of bidding a percentage of gross revenues upon which to calculate the Annual Rights Fee to be paid the University, gross revenues shall be defined as all sums of money paid, or due, the contractor from advertising sales, telecast feed fees, or other sources of income derived by the contractor from the telecasting of the play-by-play and half-time segments of men's varsity football and basketball events. Income derived by the contractor from the telecast of pregame and postgame recapitulation programs, if any, shall not be included in gross revenues as defined hereunder.

The contractor shall establish and maintain records to account for gross revenues, a copy of which shall be provided the University at the time of the contractor's final payment of each Annual Rights Fee.

R. SCHEDULE FOR PAYMENT OF RIGHTS FEES: The following payment schedule shall be maintained for each year during the term of the contract. Failure to make payments shall, at the option of the University, constitute cause for cancellation of the contract. Modifications to this payment schedule may be requested in writing by either party for stated reasons. Such modifications shall not be recognized or effective unless made in writing as a specific amendment to the contract, and approved by the contractor and the Director of Intercollegiate Athletics of the University.

Payment 1: On or before December 1, annually.

Amount: One-half of minimum guaranteed  
Annual Rights Fee.

Payment 2: On or before April 1, annually.

Amount: One-half of minimum guaranteed  
Annual Rights Fee.

Payment 3: On or before June 1, annually.

Amount: Any additional Annual Rights  
Fee payments due as a percentage of  
gross revenues, if applicable.

ATTACHMENT A

BID FOR EXCLUSIVE RIGHTS TO  
TELEVISION BROADCAST OF  
REGULAR SEASON FOOTBALL AND BASKETBALL GAMES OF  
THE UNIVERSITY OF WYOMING

In consideration for the grant of exclusive rights to produce, promote, originate, and transmit commercial television broadcasts of certain specified University of Wyoming varsity men's football and basketball games played during the regular seasons of the academic years 1984-85, 1985-86, and 1986-87, under the terms and conditions of the invitation to bid for said exclusive rights, dated December 19, 1983, the below named bidder offers and promises to pay to the Trustees of The University of Wyoming for each academic year during the three-year term, an Annual Rights Fee in the amount of:

1984-85: \_\_\_\_\_% of gross revenues, or the minimum amount of \$\_\_\_\_\_, whichever is greater;

1985-86: \_\_\_\_\_% of gross revenues, or the minimum amount of \$\_\_\_\_\_, whichever is greater;

1986-87: \_\_\_\_\_% of gross revenues, or the minimum amount of \$\_\_\_\_\_, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract.

Compensation and/or other arrangements with Football and Basketball Head Coaches for participation in televised "coaches' shows."

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\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

BY \_\_\_\_\_  
Signature of Bidder

Note 1 - Signature of individual or officer empowered to submit this proposal must appear on this page of this Invitation to Bid.

Note 2 - Proposals constituting a joint venture (to be undertaken by two or more parties) must be signed below by an individual or officer of each party included in that joint venture, with complete "bidder" participation disclosed below.

BIDDER IS A "JOINT VENTURE"

Party A - Name \_\_\_\_\_ s/ \_\_\_\_\_

Address \_\_\_\_\_

Party B - Name \_\_\_\_\_ s/ \_\_\_\_\_

Address \_\_\_\_\_

Party C - Name \_\_\_\_\_ s/ \_\_\_\_\_

Address \_\_\_\_\_



1984  
ATTACHMENT B

1983  
CONTRACT BETWEEN THE TRUSTEES OF THE UNIVERSITY OF WYOMING  
AND CONTRACTOR FOR TELEVISION  
1980  
BROADCASTS OF ATHLETIC EVENTS

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the Trustees of The University of Wyoming, Laramie, Wyoming, hereinafter called the "University," and \_\_\_\_\_, hereinafter called the "Contractor."

Witnesseth, that the University and Contractor, for the considerations hereinafter named, agree as follows:

1. The Contractor shall perform all work and provide all services and materials necessary and/or incident to the exclusive television broadcast of University athletic events, in accordance with all terms and conditions of the "Invitation to Bid for the Exclusive Rights to Television Broadcast of Football and Basketball games of The University of Wyoming, dated December 19, 1983," which Invitation to Bid, attachments thereto, and any addenda thereto issued prior to acceptance of bids, form the Contract and are incorporated herein as fully as if hereto attached or herein repeated.

2. The Contractor shall pay the University for the acquisition of said exclusive television broadcast rights an Annual Rights Fee in the amount of:

1984-85: \_\_\_\_\_% of gross revenues, or the minimum amount of  
\$ \_\_\_\_\_, whichever is greater;

1985-86: \_\_\_\_\_% of gross revenues, or the minimum amount of  
\$ \_\_\_\_\_, whichever is greater;

1986-87: \_\_\_\_\_% of gross revenues, or the minimum amount of  
\$ \_\_\_\_\_, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract. Payments shall be made in accordance with the Contract documents referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

University: The Trustees of The University of Wyoming

By \_\_\_\_\_  
Leo P. McCue, Jr., President

Attest: \_\_\_\_\_  
Gordon M. Mickelson, Secretary

Contractor: \_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_

Attest: \_\_\_\_\_

The University of Wyoming  
Purchasing Manager  
P.O. Box 3314, University Station  
Laramie, Wyoming 82071

December 19, 1983

INVITATION TO BID FOR THE EXCLUSIVE RIGHTS TO  
RADIO BROADCAST OF FOOTBALL AND BASKETBALL  
GAMES OF THE UNIVERSITY OF WYOMING

Three Regular Seasons - Football and Basketball Only

A. SCOPE: The Trustees of The University of Wyoming, Laramie, Wyoming, (hereinafter referred to as the "University") invite bids on the exclusive rights to technically produce, privately promote, and commercially broadcast on radio three regular seasons of men's varsity intercollegiate football and basketball events only, as provided for in this invitation. Sealed bids must be received by the Purchasing Manager no later than 2:00 p.m. MST, February 1, 1984, at which time bids will be opened in Room 206, Board Room, Old Main, University of Wyoming.

B. BIDDER'S RESPONSIBILITY: If, prior to the submission of a bid in response to this invitation, a bidder becomes aware of information which will affect the proper execution of the services specified herein, or if any condition or specification of this invitation will hamper said service or is not consistent with the general practice

of the radio broadcasting industry, then it shall be the responsibility of such bidder to inform the Purchasing Manager in writing fourteen (14) calendar days prior to the bid opening date. Interpretations or additions to this invitation shall be issued by the Purchasing Manager in writing in the form of an addendum to this invitation.

C. INSPECTION: Bidders who wish to visit the University and inspect the existing facilities may do so during normal working hours by calling at the Office of the Director of Intercollegiate Athletics.

D. METHOD OF BIDDING: Bids must be submitted in the spaces provided on the bid sheets of this invitation (Attachment A), in accordance with the requests stated herein. Primary consideration will be provided to complete bids, and a bid will not be considered to be complete unless all spaces have been filled in properly. Exceptions or alternatives to the Annual Rights Fee mechanism of payment will not be accepted. If a bidder wishes, additional information may be included with the bid in the sealed bid envelope.

E. METHOD OF AWARD: The University reserves the right to consider the relative qualifications of all bidders, and to exercise its judgment as to such qualifications in the process of selecting a broadcast contractor hereunder. The University further retains the right to waive any informality or irregularity in any bid received, or to reject any or all submitted bids.

Subject to the above-stated reservations, it is the intention of the University to accept the proposal of the most qualified bidder offering the highest payment to the University for exclusive radio broadcast rights, as represented by an Annual Rights Fee consisting of a percentage of gross revenues from the broadcast production or a minimum guaranteed dollar amount, whichever is greater.

The evaluation by the University as to which bidder is most qualified to perform the professional services described hereunder, and as to which combination of percentages of gross revenues and minimum guaranteed dollar amounts represents the best bid, shall be final. The University may also consider in the award of this contract the proposal of each bidder with respect to its independent arrangements with the football and basketball head coaches for the coaches' participation in pregame and postgame broadcasts.

Award of the bid shall be evidenced by the offer and acceptance by the bidder of a contract in the form set forth in Attachment B. Submission of a bid constitutes a representation that such bid shall remain in effect for a period of thirty (30) calendar days following the opening of bids.

F. BIDDER QUALIFICATION: Each "bidder" (this term to include, if applicable, each entity comprising a joint



venture which submits a bid hereunder) must furnish proof of experience and ability to promote and distribute quality radio broadcast productions to the satisfaction of the University. Each bidder should list complete biographical background of principal personnel, including experience in formulating networks in the past, if any. Each bidder also should demonstrate the ability through its firms, stations, or agencies to understand the technical requirements required of a major sports network, including quality of network, quality of equipment, ordering of lines, hiring of talent, provision of feeds, etc. In describing its technical abilities, each bidder should demonstrate how it plans to effectively format the pregame, play-by-play, halftime, and postgame recapitulation broadcasts. In addition, promotion of the network and distribution of the transmissions and recordings are important considerations in the award of the bid; each bidder should include, therefore, a list of all proposed affiliates who are committed to involvement in the bidder's network, contingent upon award of bid. The University may request additional information in order to substantiate any of the foregoing professional, financial, and/or technical qualifications of bidders.

G. PERFORMANCE BOND: The successful bidder (hereinafter referred to as the "contractor") shall furnish to the University a performance bond in an amount equal to one hundred percent (100%) of the sum of the three minimum

guaranteed dollar portions of the proposed Annual Rights Fee, as surety for contract performance and settlement of account with the University. This surety must be maintained in force throughout the term of the contract. The performance bond must be issued by a company licensed to do business in the State of Wyoming and countersigned by a resident agent thereof.

The apparent highest and best qualified bidder will be notified in writing of the intent of the University to accept its bid. No later than ten (10) calendar days after effective notice of this intent, the successful bidder shall cause the performance bond to be in force and delivered to the office of the University Purchasing Manager prior to award of the contract. Provision of suitable bond shall be at the expense of the contractor, and failure to submit and to maintain same shall be deemed cause for cancellation of the contract and recovery under the bond.

#### H. INSURANCE AND INDEMNIFICATION:

(1) Concurrent with the furnishing of the performance bond, the contractor shall furnish evidence by certificate of insurance that it has and will maintain during the term of the contract the minimum insurance coverages as set forth below:

##### Public Liability Insurance

Bodily Injury, one person	\$100,000
aggregate	\$300,000
Property Damage	\$100,000
<u>Libel (Content of Broadcast)</u>	\$1,000,000

said insurance coverages shall be by a company qualified to do business in the State of Wyoming, registered and in good standing with the State Insurance Department.

(2) By submitting a bid in response to this invitation, the contractor agrees that it will indemnify and hold harmless the State of Wyoming, the Trustees of the University of Wyoming, The University of Wyoming, and all of the members, agents, officers, and employees of the foregoing, against any and all claims arising from the activities of the contractor or its agents, from program content, or occasioned by the promotion, production, origination, transmission, distribution, or program broadcast, whether in the State of Wyoming or elsewhere.

I. LICENSES AND TAXES: The contractor shall obtain and maintain, at its own expense, all necessary licenses and permits, and shall assume the responsibility for and pay all applicable fees and all other taxes incurred in conducting the operations encompassed herein, whether within or outside the State of Wyoming.

J. TERM OF CONTRACT: The contract provided for by this invitation shall be in effect for three (3) full men's varsity football and basketball regular seasons, encompassing the academic years 1984-85, 1985-86, and 1986-87, and expiring April 30, 1987. At the sole option of the University, the contract provided for hereunder may be extended for a period not exceeding two (2) additional

academic years, upon such terms and conditions as may be negotiated between the University and the contractor.

K. ADMINISTRATION: After award of contract, the Director of Intercollegiate Athletics shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract. All matters of interpretation, approval, or scheduling shall be directed to the Director of Intercollegiate Athletics.

L. RECORDS TO BE MAINTAINED: The contractor must maintain complete and accurate records of income and value received under this broadcast contract from any source. During the term of the contract, such records shall be made available for inspection or audit by representatives of The University of Wyoming at any time during the contractor's normal business hours.

M. ACCESS AND ADMISSION TO EVENTS HELD ON UNIVERSITY OF WYOMING PREMISES: The University of Wyoming will furnish the contractor specific parking privileges necessary for personnel and equipment involved in the production and broadcast of all events originating on premises owned by The University of Wyoming. The University will furnish on a no-charge basis non-transferable special parking and entry passes for each event for the contractor's working personnel. It will be the responsibility of the contractor to obtain and control these passes. All of the



contractor's personnel shall conduct themselves in accordance with the rules and regulations of the University applicable to conduct upon and utilization of University facilities.

N. ACCESS AND ADMISSION TO EVENTS HELD ELSEWHERE: The University will assist the contractor in making arrangements for necessary access and admission of the contractor's broadcast personnel for games held on premises other than those owned by The University of Wyoming.

O. DEFINITIONS: For purposes of this invitation and the resulting award of contract:

(1) The term "regular season" shall encompass the time period of August 15 through April 30 of each academic year. Certain athletic events during the regular season may be held under the auspices and management of other sponsors, in which event the University cannot guarantee the contractor the right to broadcast such events, but will nominate the contractor to broadcast such events as provided in section Q(2)(c) and (d) hereof.

(2) The terms "game" and "athletic event" shall mean regular-season intercollegiate men's varsity football and basketball events in which The University of Wyoming participates, including any home invitational tournaments held during the regular season, and the Spring intra-varsity contest held in Laramie each year. Scrimmages, other Spring intra-varsity contests, junior-varsity contests, and exhibition games outside of



the regular season are not "games" or "athletic events," and the contractor is not bound to broadcast such events and acquires no exclusive broadcast rights thereto. The contractor shall have, however, first right of refusal to broadcast such events. Certain athletic events within the scope of this contract may be scheduled on other public premises within the boundaries of the State of Wyoming, and these events shall be defined as "games" and "athletic events" under this contract for purposes of radio broadcasting rights and accountability of revenues.

(3) The term "radio broadcast" means broadcast transmission of radio signals simultaneous with the live action of the scheduled game at licensed and regulated commercial frequencies.

P. FACILITIES AND SERVICES TO BE FURNISHED BY THE UNIVERSITY: For games on University premises, the University shall provide available facilities and services reasonably required by the contractor to originate radio broadcasts. All contractor requests for facility availability or related services must allow reasonable time for response and compliance. The University reserves the right to provide non-exclusive access for interviews of coaches or athletes upon University premises at reasonable times prior to and following games.

Q. STIPULATIONS, REQUIREMENTS AND RESERVATIONS:

(1) The University reserves rights and makes stipulations and requirements, binding on the contractor

during the term of the contract and incorporated therein by this reference, as follows:

(a) The contractor shall provide, utilizing the broadcast talent designated and approved hereunder, on-site pregame, play-by-play, half-time, and postgame recapitulation programs for every game within the scope of this contract, and shall include such announcements, program material, or report of activities concerning the event or The University of Wyoming in general as may be reasonably supplied or requested by the Sports Information Director of the University. The contractor shall guarantee the inclusion of a minimum of four (4) such announcements, not exceeding thirty (30) seconds in length, during the play-by-play and half-time segments of each broadcast.

(b) The required on-site pregame and postgame recapitulation programs shall include interviews with the head coach of the sport involved in the broadcast. The agreements governing the compensation to be paid to each coach for such involvement in the pregame and postgame broadcasts shall not be a part of this contract, but shall be negotiated directly between the contractor and each coach. The University reserves the right to consider in the award of this contract, however, the proposal of each bidder with respect to anticipated agreements as to compensation and/or other arrangements for the coaches' participation in the pregame and postgame broadcasts.

The contractor shall have no other exclusive right, by virtue of this contract, to produce any

additional broadcast involving a coach, nor otherwise to interview any coach.

All independent arrangements between the contractor and each coach shall conform to the policies, rules, and regulations of the University, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA). Copies of all agreements between the contractor and each coach shall be provided to the Director of Intercollegiate Athletics, and shall be a matter of public record.

(c) The contractor shall comply with all broadcast policies and regulations of The University of Wyoming, the Western Athletic Conference (WAC), and the National Collegiate Athletic Association (NCAA), all of which are hereby made a part of the contract by this reference.

(d) The University reserves the right to amend or cancel this contract in the event that changes in the policies or regulations of either the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA) should necessitate such action to assure University conformity with those policies or regulations.

(e) The contractor shall agree that it will not willingly do anything to prejudice the status of the University under the rules and regulations of the Western Athletic Conference (WAC) and the National Collegiate Athletic Association (NCAA) as the same pertain to the radio broadcast of football and basketball games, and that

the contractor will not detrimentally affect the eligibility of the University to participate in regional or national broadcasts of live football or basketball games. The contractor shall require any radio station or broadcaster which it allows to carry its broadcasts to comply with the aforementioned rules and regulations.

(f) The University reserves the right to approve in advance the play-by-play announcer and color analyst for all athletic events within the scope of this contract.

(g) The University reserves the right to review and approve at the conclusion of each regular season during the term of the contract the overall technical and production quality of the contractor's broadcasts; the pregame, half-time, and postgame content of the contractor's broadcasts; and the advertising and schedule of broadcasts published in connection with the promotion of each broadcast event.

As a result of this periodic review, the contractor shall agree to make such modifications in the foregoing areas as may be reasonably required, so as to insure the continued production of all broadcasts in a manner acceptable to the University.

(h) All subcontracts, arrangements, and publicity shall identify the contractor by name as a third party originator of the broadcast (i.e., "presented by"; "presenting"; "produced by"; or other such terminology) to disassociate the University from any responsibility to



other parties as to the arrangements, content, or financial obligation for broadcasting activities.

(i) The contractor shall assume all responsibility for obtaining the consent, as necessary, of all institutions of higher education or other entities which are competing against the University in football or basketball games prior to broadcasting or recording such games.

(j) The contractor shall produce broadcast-quality audio recordings of all games required to be broadcast hereunder. The University shall have the right to free access and use of such recordings for any purpose, on a royalty-free basis.

(k) The exclusive rights covered by this invitation to bid and the resulting contract are for commercial live radio broadcast of the specified athletic events. The licensed radio stations within the State of Wyoming and/or other markets to which the transmissions or recordings are distributed as required in the contract may use "high-light" excerpts in sportscasts or promotional spots (such excerpts not to exceed two (2) minutes in length) without requiring the specific permission of either the contractor or the University.

(2) Recognizing that the University and the contractor may have interests in other broadcast activities not included in those exclusive broadcast rights covered by this invitation to bid, the parties stipulate to the following provisions establishing the relationship between



The University of Wyoming and the contractor in other broadcast activities of specified athletic events.

(a) The University reserves the rights for its own noncommercial radio station to originate local broadcasts of University athletic events within the scope of this contract.

(b) The University reserves the right to grant broadcasting outlets to parties designated by the visiting team as the licensed broadcasters whose purpose is to provide on a regular and seasonal basis radio broadcasts to the visiting team's home audience.

(c) The contractor shall be the party officially nominated by the University to broadcast any University appearance in those playoff, tournament, or bowl games held under the auspices and management of the Western Athletic Conference (WAC), the National Collegiate Athletic Association (NCAA), or other independent sponsor(s) of such competition.

(d) Once nominated by the University to the entity sponsoring a playoff, tournament, or bowl game, it shall be the option of the contractor to enter into any broadcast agreement proposed by such sponsor(s), and, if accepted, to comply with all conditions and rates of the agreement entered into between the contractor and sponsor(s).

(e) The contractor may not sell or assign its rights under this broadcast contract with the University, except with the prior written approval of the University.

(3) (a) It shall be the responsibility of the contractor to provide a live radio broadcast of every men's varsity football or basketball game within the scope of this contract.

(b) Unless justified by pre-emption of circuits due to national emergencies or public interest network broadcasts, or technical difficulties beyond the control of the contractor, the failure of the contractor to broadcast any athletic event as identified above will constitute cause for cancellation of this contract at the option of the University, with liquidated damages equal to one-fourth of the Annual Rights Fee to be paid to the University.

R. REQUIREMENT FOR CONTRACTOR TO FEED STATE OR MARKET STATIONS:

(1) During the term of this contract, the contractor shall provide a high quality direct radio broadcast feed to every Wyoming city, town, or community having a licensed commercial radio station. The charge assessed each network affiliate for such service shall not exceed the actual cost of the radio broadcast feed provided.

(2) The program feeds so furnished shall be cued for a reasonable number of commercial interruptions, and all stations receiving the feed shall be furnished the cues.

(3) The contractor shall require, as a condition precedent to furnishing feeds to any station, the receiving

station to commit contractually that it will not sell the program to any sponsor not allowed under the policies or regulations of the Western Athletic Conference (WAC) or the National Collegiate Athletic Association (NCAA).

S. GROSS REVENUES OF BROADCAST: For purposes of bidding a percentage of gross revenues upon which to calculate the Annual Rights Fee to be paid the University, gross revenues shall be defined as all sums of money paid, or due, the contractor from advertising sales, broadcast feed fees, or other sources of income derived by the contractor from the broadcasting of the play-by-play and half-time segments of men's varsity football and basketball events. Income derived by the contractor from the broadcast of pregame and postgame recapitulation programs shall not be included in gross revenues as defined hereunder.

The contractor shall establish and maintain records to account for gross revenues, a copy of which shall be provided the University at the time of the contractor's final payment of each Annual Rights Fee.

T. SCHEDULE FOR PAYMENT OF RIGHTS FEES: The following payment schedule shall be maintained for each year during the term of the contract. Failure to make payments shall, at the option of the University, constitute cause for cancellation of the contract. Modifications to this payment schedule may be requested in writing by either party for stated reasons. Such modifications shall not be recognized or effective unless made in writing as a

specific amendment to the contract, and approved by the contractor and the Director of Intercollegiate Athletics of the University.

Payment 1: On or before December 1, annually.

Amount: One-half of minimum guaranteed Annual Rights Fee.

Payment 2: On or before April 1, annually.

Amount: One-half of minimum guaranteed Annual Rights Fee.

Payment 3: On or before June 1, annually.

Amount: Any additional Annual Rights Fee payments due as a percentage of gross revenues, if applicable.

ATTACHMENT A

BID FOR EXCLUSIVE RIGHTS TO  
RADIO BROADCAST OF  
REGULAR SEASON FOOTBALL AND BASKETBALL GAMES OF  
THE UNIVERSITY OF WYOMING

In consideration for the grant of exclusive rights to produce, promote, originate, and transmit commercial radio broadcasts of The University of Wyoming varsity men's football and basketball games played during the regular seasons of the academic years 1984-85, 1985-86, and 1986-87, under the terms and conditions of the invitation to bid for said exclusive rights, dated December 19, 1983, the below named bidder offers and promises to pay to the Trustees of The University of Wyoming for each academic year during the three-year term, an Annual Rights Fee in the amount of:

1984-85: \_\_\_\_\_% of gross revenues, or the minimum amount of \$\_\_\_\_\_, whichever is greater;

1985-86: \_\_\_\_\_% of gross revenues, or the minimum amount of \$\_\_\_\_\_, whichever is greater;

1986-87: \_\_\_\_\_% of gross revenues, or the minimum amount of \$\_\_\_\_\_, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract.



Compensation and/or other arrangements with Football and Basketball  
Head Coaches for participation in pregame and postgame  
recapitulation programs:

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\_\_\_\_\_  
Name of Bidder

BY \_\_\_\_\_  
Signature of Bidder

Note 1 - Signature of individual or officer empowered to submit  
this proposal must appear on this page of this Invitation to  
Bid.

Note 2 - Proposals constituting a joint venture (to be  
undertaken by two or more parties) must be signed below by an  
individual or officer of each party included in that joint  
venture, with complete "bidder" participation disclosed below.

BIDDER IS A "JOINT VENTURE"

Party A - Name \_\_\_\_\_ s/ \_\_\_\_\_

Address \_\_\_\_\_

Party B - Name \_\_\_\_\_ s/ \_\_\_\_\_

Address \_\_\_\_\_

Party C - Name \_\_\_\_\_ s/ \_\_\_\_\_

Address \_\_\_\_\_

ATTACHMENT B

CONTRACT BETWEEN THE TRUSTEES OF THE UNIVERSITY OF WYOMING  
AND CONTRACTOR FOR RADIO  
BROADCASTS OF ATHLETIC EVENTS

This Contract made this \_\_\_\_ day of \_\_\_\_\_, 1984, by and between the Trustees of The University of Wyoming, Laramie, Wyoming, hereinafter called the "University," and \_\_\_\_\_, hereinafter called the "Contractor."

Witnesseth, that the University and Contractor, for the considerations hereinafter named, agree as follows:

1. The Contractor shall perform all work and provide all services and materials necessary and/or incident to the exclusive radio broadcast of University athletic events, in accordance with all terms and conditions of the "Invitation to Bid for the Exclusive Rights to Radio Broadcast of Football and Basketball games of The University of Wyoming, dated December 19, 1983," which Invitation to Bid, attachments thereto, and any addenda thereto issued prior to acceptance of bids, form the Contract and are incorporated herein as fully as if hereto attached or herein repeated.

2. The Contractor shall pay the University for the acquisition of said exclusive broadcast rights an Annual Rights Fee in the amount of:

1984-85: \_\_\_\_\_% of gross revenues, or the minimum amount of  
\$ \_\_\_\_\_, whichever is greater;

1985-86: \_\_\_\_\_% of gross revenues, or the minimum amount of  
\$ \_\_\_\_\_, whichever is greater;

1986-87: \_\_\_\_\_% of gross revenues, or the minimum amount of  
\$ \_\_\_\_\_, whichever is greater;

The total amount to be paid by the Contractor to the University shall be the sum of the percentages of gross revenues for each year, or the sum of the minimum dollar amount bid for each year, or any combination thereof, utilizing the greater amount in each year of the contract. Payments shall be made in accordance with the Contract documents referred to above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

University: The Trustees of The University of Wyoming

By \_\_\_\_\_  
Leo P. McCue, Jr., President

Attest: \_\_\_\_\_  
Gordon M. Mickelson, Secretary

Contractor: \_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_

Attest: \_\_\_\_\_