

MINUTES OF
BOARD OF REGENTS MEETING
AUGUST 5, 1977

TEXAS TECH UNIVERSITY
AND
TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE
Lubbock, Texas

Board of Regents meeting
August 5, 1977

M199. The Board of Regents of Texas Tech University and Texas Tech University School of Medicine met in regular session August 5, 1977 at 8:40 a.m. in the Board of Regents Suite on campus. The following Regents were present: Dr. Judson F. Williams, Chairman, Mr. Robert L. Pfluger, Vice Chairman, Mr. Clint Formby, Mr. Roy K. Furr, Mr. A. J. Kemp, Jr., Mr. Charles G. Scruggs, Mr. James L. Snyder, and Mr. Don R. Workman. Regent J. Fred Bucy was absent. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Executive Vice President; Mr. Kenneth Thompson, Vice President for Administration; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Bill J. Parsley, Director of Public Affairs; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; Dr. Richard A. Lockwood, Vice President for the Health Sciences Centers; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Monty E. Davenport, Senior Associate Vice President; Mr. Fred J. Wehmeyer, Associate Vice President for Administrative Services; Mrs. Freda Pierce, Secretary of the Board; Mr. Carlton Dodson, Resident Legal Counsel; Mr. Norman Igo, Director of New Construction; Mr. Mike Sanders, Assistant Director of Public Affairs; Mr. John Taylor, Contracting and Purchasing Officer; Dr. Magne Kristiansen, Professor, Electrical Engineering; Mrs. Magne Kristiansen; Dr. Russell Seacat, Chairman, Electrical Engineering; Mr. Clyde H. Westbrook, Jr., Budget Officer; Mr. Clyde Morganti, Assistant to the President; Dr. W. F. Bennett, Associate Dean, Agricultural Sciences; Dr. Robert Albin, Professor, Animal Science; Dr. Rex P. Kennedy, Associate Professor, Agricultural Economics; Mr. Mike Hunter, Landscape Architect; Mr. Joe Verdoorn, Landscape Architect; Mr. Max Tomlinson, Director of Accounting and Finance; Mr. Nelson Terry, Director, Internal Audit; Mr. Joe MacLean, Director, Recreational Sports; Ms. Jane Brandenberger, Director of University News and Publications; and Ms. Jane Ann Cummings, Secretary, Office of the President.

Others present were: Mr. Jerry Bosworth, Administrator, Lubbock County Hospital District; Mr. Robert L. King, Langwith, Wilson, King Associates, Architects; Mr. Dewayne Jarvis and Mr. Don Jarvis, Jarvis, Putty and Jarvis, Architects; Ms. Candy Sagon, Avalanche-Journal; Mr. Jay Rosser, Editor, University Daily; Mr. Abner Euresti and Mr. Joe Gilbert, KCBT-TV; Mr. Jeff Klotzman, KMCC-TV; Mr. Don Hase, President, Residence Halls Association; Mr. Chuck Campbell, President and Mr. Ronnie Bobbitt, External Vice President, Student Association; Ms. Ruth Williams, Mr. Stuart Carter, Mr. Dan Martin, Mr. Alan Zeman and Mr. Ted Young, students.

M200. Dr. Williams called the meeting to order, and asked Dr. Robert Ewalt to give the invocation. Dr. Williams called Dr. Magne Kristiansen, Professor of Electrical Engineering to come to the front, and presented to him a certificate of his designation as Horn Professor. (Dr. Kristiansen was not able to attend the last Board meeting when the appointment was made.)

M201. Dr. Williams then announced an Executive Session, and made the following statement: "The Board of Regents of Texas Tech University and Texas Tech University School of Medicine now having been duly convened in open session, and statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G of the Statute." The Board of Regents of Texas Tech University reconvened in open session at 10:05 a.m., with the School of Medicine meeting recessed until the conclusion of the present session.

M202. Upon motion made by Mr. Furr, seconded by Mr. Pfluger, the Board by unanimous vote approved the Minutes of the Special Board meeting of July 8, 1977.

M203. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved items for Board approval, being Items 1 a through 2 b.

M204. Mr. Workman gave the report for the Finance Committee. The following five items (M205 through M209) constitute action taken upon the committee recommendations.

M205. Upon motion made by Mr. Workman, seconded by Mr. Pfluger, the Board by unanimous vote authorized the Chairman of the Board of Regents to sign the attached Interagency Cooperation Contract between Texas Tech University and Texas Tech University School of Medicine covering continued use of a portion of Drane Hall for the year 1977-78; Attachment No. 1.

M206. Upon motion made by Mr. Workman, seconded by Mr. Snyder, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University authorizes increasing the Revolving Fund from \$200,000.00 to \$400,000.00 effective September 1, 1977.

M207. Upon motion made by Mr. Workman, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University approves the attached policy of exemption from payment of the Student Use Fee, Student Services Fee, University Center Fee, and Student Health Services Fee; Attachment No. 2.

M208. Upon motion made by Mr. Workman, seconded by Mr. Furr, the Board by unanimous vote approved the following: In accordance with applicable State laws, employees of the University or Medical School may purchase surplus property from the University or Medical School only through public sale.

The University or Medical School may purchase property from employees of either institution only through public competitive bidding.

M209. Upon motion made by Mr. Workman, seconded by Mr. Formby, the Board by unanimous vote approved the following Resolution: BE IT RESOLVED, that the Board of Regents of Texas Tech University approves the FY 1978 Budget for Texas Tech University and Texas Tech University Museum as presented. Prior to the motion Dr. Mackey explained a slide presentation of the budget processes, comparative graphs, and the formulas employed. Mr. Scruggs urged the administration to be diligent in exercising interaction through shared services between the University and the School of Medicine. He suggested that a report be given at some future meeting concerning examples of utilization of such shared services. Mr. Workman was complimentary of the administration and staff on the thorough presentation, and stated that it was easily understood.

M210. Mr. Kemp gave the report for the Campus and Building Committee. The following thirteen items (M211 through M223) constitute action taken upon the committee recommendations.

M211. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that the bid of W. G. McMillan Construction Company in the amount of \$711,691.00 is accepted for the construction of the Agricultural Pavilion, and that a contract be duly executed.

M212. Upon motion made by Mr. Kemp, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that the bid of Page & Wirtz Construction Company in the amount of \$2,495,000.00 is accepted for the General Construction work for Phase II, Texas Tech University Agricultural Field Laboratories, Lubbock County, and that a construction contract be duly executed. Prior to the motion, Dr. Mackey enumerated adjustments which were necessary in order to keep within the budget. Mr. Workman commented that Texas Tech has become one of the leading agriculture schools, and has the greatest leadership in the state.

M213. Upon motion made by Mr. Kemp, seconded by Mr. Furr, the Board by unanimous vote approved the following: RESOLVED that the schematic design for the Recreation Center is approved in concept, and that Jarvis, Putty and Jarvis is given authority to proceed with the specifications, and the Board is to review the revised documents at a subsequent meeting. Mr. Kemp commented that the Board wants to look at the project again in more detail before the bid is taken. Prior to the motion, drawings and a model of the building were exhibited, along with explanations from Mr. Jarvis, the architect, and comments by Chuck Campbell, President of the Student Association. Mr. Kemp was complimentary of the concerted efforts and interest by students, architects and staff in arriving at a very workable plan.

M214. Upon motion made by Mr. Kemp, seconded by Mr. Workman, the Board by unanimous vote approved the following: RESOLVED, that the schematic design for a warehouse to be located in that triangular area northwest of Loop 289 and South of Erskine Avenue is approved, and that the President is given authority to proceed with contract documents and receipt of bids.

M215. Upon motion made by Mr. Kemp, seconded by Mr. Snyder, the Board by unanimous vote denied the request of Pioneer Natural Gas Company for an easement, and requested the utility company to present a different plan, or their next best plan, and it would be considered.

M216. Upon motion made by Mr. Workman, seconded by Mr. Kemp, the Board by unanimous vote approved the following: RESOLVED, that the President is given authority to receive bids and award a construction contract for upgrading and renovation of the feedmill at the Killgore Center provided the total cost does not exceed \$175,000.00.

M217. Upon motion made by Mr. Kemp, seconded by Mr. Workman, the Board by unanimous vote approved the following: RESOLVED, that the firm of Shivert/Megert and Associates, Architects and Engineers is retained as Project Architect to develop plans and specifications and provide supervision of construction at the standard fee for the renovation of the Texas Tech University Killgore Beef Cattle Center located at Pantex, Texas.

M218. Upon motion made by Mr. Kemp, seconded by Mr. Formby, the Board by unanimous vote approved the following: RESOLVED, that the President is authorized to conclude a mutually satisfactory agreement with the Lubbock County Hospital District pursuant to the Board's action of May 31, 1974 making parking spaces available to LCHD (recorded as M189 in the official minutes) providing for a lease of Tract B, D and/or a tract east of the Hospital and west of the Interloop Drive including but not limited to the following terms:

1. The term of the agreement is to be 45 years.
2. Either party has the right to terminate such agreement with 1 year's notice
3. In the event the agreement is terminated by Texas Tech University it will on request provide other space for an equal number of cars and will compensate for the relocation of and amount based on the normal amortization of the affected facilities.
4. Either party shall have the option to request a renegotiation of the agreement for good cause (for example, when the Hospital District is faced with large capital outlay costs for the parking area or when the University needs the space for other uses).
5. The exact location of the parking east of the Hospital will be confirmed by a survey of both the location and the size of the parking area will be at the option of Texas Tech University.
6. The landscaping and care of the areas shall be the responsibility of the Lubbock County Hospital District and must be acceptable to Texas Tech University.

7. All areas covered by the agreement shall be used for parking only. The parking in the areas B and D shall be at the discretion of the Lubbock County Hospital District but the area east of the Hospital shall be restricted to parking by physicians and by persons in emergency situations and the areas for each will be appropriately marked.
8. Should the Lubbock County Hospital District not use any of the areas as described above, decisions on further use of the area will lie with the University.

M219. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that President Mackey is authorized to accept bids and award a contract for the construction of the ticket office and lettermen's lounge at Jones Stadium if such bid does not exceed \$600,000.00. Mr. Pfluger commented that the Athletic Committee had studied the drawings of the building, and recommended the authorization.

M220. Upon motion made by Mr. Kemp, seconded by Mr. Workman, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University designates Mr. Carlton Dodson and Mr. Fredric Weymeyer as its representatives to hear bidders on construction contracts pursuant to House Bill 1110.

M221. Upon motion made by Mr. Kemp, seconded by Mr. Formby, the Board by unanimous vote authorized the President of Texas Tech University to investigate the exact measurements of the right-of-way that is being requested along Quaker Avenue, and that the President contact the Chairman of the Board and the Chairman of the Campus and Building Committee, and if these three people concur that the request is reasonable, the Chairman of the Board be authorized to make the conveyance; if not, the decision be deferred to a subsequent meeting. Mr. Kemp requested a report at the next meeting concerning the study made by the engineering firm of Carter and Burgess of the inner loop system around the campus on Quaker Avenue and Fourth Street. He explained that this report was being studied by the Texas State Highway Department, and the city has a study committee working, and the Board would like to hear a report concerning the outcome of these studies regarding completing the loop system from the Brownfield Highway, to eventually close the Tech Freeway to heavy traffic.

M222. In response to a request by the Regents, Dr. Mackey gave a report on the campus loop system, and the various steps which were taken to implement the system.

M223. Dr. Mackey reported concerning regulations from the Department of Health, Education and Welfare regarding accessibility to all buildings and programs for the handicapped. He explained that buildings would have to be changed, programs made available, work schedules adjusted, and job descriptions rewritten in order to comply -- that he was unable to speculate concerning the cost.

M224. Mr. Formby gave the report for the Academic and Student Affairs Committee. The following seven items (M225 through M231) constitute action taken upon the committee recommendations.

M225. Upon motion made by Mr. Formby, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents adopts the attached admission policy statement; Attachment No. 3.

M226. Upon motion made by Mr. Formby, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents approves the appointments of Dr. Samuel B. Trickey, Professor and Chairman of Physics, and Dr. David K. Davies, Professor and Chairman of Geosciences, with tenure at Texas Tech University.

M227. Upon motion made by Mr. Formby, seconded by Mr. Pfluger, the Board by unanimous vote authorized the President to recommend to the Coordinating Board, Texas College and University System, the following graduate programs for inclusion in the Academic Common Market of the Southern Regional Education Compact: Master of Agriculture; M.A. in Classical Humanities; Ph.D. in Fine Arts; Ph.D. in Home Economics; M.A. and M.S. in Interdisciplinary Studies; Ph.D. in Land Use Planning, Management, and Design; M.A. in Museum Science; Master of Public Administration; M.S. and Ph.D. in Range Science.

M228. Upon motion made by Mr. Formby, seconded by Mr. Pfluger, the Board by unanimous vote approved the following: RESOLVED, that the Code of Student Affairs for 1977-1978 be approved effective at the beginning of the fall semester 1977.

M229. Mr. Formby stated as information that to promote a better awareness and communication between the Board of Regents and students, his committee will propose a type of awareness program that will have one or two Board members come on campus and visit with students at a coffee, and that final details on this plan will be announced at the next Board meeting.

M230. Dr. Mackey handed out a plan for Review of Tenured Faculty, and summarized the methods and processes to be employed in evaluating tenured faculty.

M231. In response to a previous request by the Board, Dr. Mackey handed out a report on Textile Engineering Education and commented that there were surprisingly few students pursuing degree programs in this subject.

M232. Mr. Pfluger gave the report for the Committee of the Whole. The two following items (M233 and M234) constitute action taken upon the committee recommendations.

M233. Upon motion made by Mr. Pfluger, seconded by Mr. Snyder, the Board by unanimous vote approved the following: RESOLVED, that the term Texas Tech University Complex no longer be used in the official documents of the University effective immediately, and the President is authorized to take

appropriate action to discontinue use of the term in all documents, publications and other such material.

M234. Upon motion made by Mr. Scruggs, seconded by Mr. Formby, the Board by unanimous vote approved that the Board of Regents requests the Administration to develop a three to five year long-range plan for operation of the Museum and Ranching Heritage Center, including financial plans and in consultation with appropriate interested publics, and report such plan or plans back to the Board at the first meeting in 1978. Mr. Scruggs prefaced the motion by explaining that funding for museums was difficult to generate, but these two operations were assets of great value, and he felt that with the Board's interest and that of concerned citizens, some unique and special plans were necessary for continued operations.

M235. Mr. Formby gave the report for the Nominating Committee. Upon motion made by Mr. Formby, seconded by Mr. Kemp, the Board by unanimous vote reelected Dr. Judson F. Williams, as Chairman, and Mr. Robert L. Pfluger as Vice Chairman for the coming year.

M236. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:rc

Attachments (August 5, 1977)

1. Interagency Cooperation Contract, Texas Tech University and Texas Tech University School of Medicine, Drane Hall; Item M205.
2. Student Fee Exemption Policy; Item M207.
3. Freshman Admission Policy; Item M225

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University Board of Regents meeting on August 5, 1977.

(Mrs.) Freda Pierce, Secretary

SEAL

August 5, 1977

Contract Number _____
(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University School of Medicine

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency does by these presents rent and demise unto the Receiving Agency 14,685 square feet of Office, Laboratory, Classroom, General Use and Storage Space in Drane Hall.

The Receiving Agency agrees to make no improvements or alterations to the rented space without prior written consent and approval of the Performing Agency.

The Performing Agency shall furnish custodial and maintenance service and all required utilities.

The Agreement may be terminated by either party by giving thirty (30) days written notice directed to the Chairman of the Board of Regents of the respective institutions at Lubbock, Texas.

This Agreement may be extended by mutual consent of the parties, on a year to year basis from and after August 31, 1978, on the same terms, conditions, and stipulations contained herein.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

TWO DOLLARS AND TWENTY CENTS (\$2.20) per square foot of floor space, including maintenance and custodial service and utilities.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Thirty two thousand three hundred seven dollars. (\$32,307).

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1978 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110 of Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109 of Texas Education Code.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS TECH UNIVERSITY
SCHOOL OF MEDICINE

TEXAS TECH UNIVERSITY

Name of Agency

Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Judson F. Williams
Chairman, Board of Regents

Title

Judson F. Williams
Chairman, Board of Regents

Title

Date: _____

Date: _____

EXAMINED and APPROVED this the _____ day of _____, A.D., 19__.

ATTEST:

STATE BOARD OF CONTROL

Secretary of the Board

Executive Director

Exemption of Certain Students From
Student Use Fee, Student Services Fee,
University Center Fee and Student Health Services Fee

It is the policy of Texas Tech University to exempt certain students from the payment of Student Use Fee, Student Services Fee, University Center Fee and Student Health Services Fee as follows and provided that students request such exemption at the time of registration on the form provided for that purpose and that the student not be eligible for the services provided.

STUDENT USE FEE

1. Students who, on or before the twelfth (12th) day of the fall or spring semester, applicable, or the fourth (4th) class day of a summer term, applicable, were employees of Texas Tech University or Texas Tech University School of Medicine eligible as defined in Chapter 3, Texas Education Code and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas."
2. Students who, on or before the twelfth (12) day of the fall or spring semester, applicable, or the fourth (4th) class day of a summer term, applicable, were appointed at least one half time as a part-time instructor, teaching assistant or research assistant and remunerated at rates as established by the Vice President for Academic Affairs.
3. Students specifically excluded by legislative enactment.

STUDENT SERVICES FEE

1. Students who, on or before the twelfth (12th) day of the fall or spring semester, applicable, or the fourth (4th) class day of a summer term, applicable, were employees of Texas Tech University or Texas Tech University School of Medicine eligible as defined in Chapter 3, Texas Education Code and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas."
2. Students who, on or before the twelfth (12th) day of the fall or spring semester, applicable, or the fourth (4th) class day of a summer term, applicable, were appointed at least one half time as a part-time instructor, teaching assistant or research assistant and remunerated at rates as established by the Vice President for Academic Affairs.
3. Students who register only for those courses which, because of the nature of such will not permit the student to avail himself of the services, and such courses have been approved prior to each registration by the Vice President for Academic Affairs.

4. Students specifically excluded by legislative enactment.

UNIVERSITY CENTER FEE

Same as 1. - 4. listed above

5. Students enrolled for two or fewer hours.

STUDENT HEALTH SERVICES FEE

Same as 1. - 4. listed above

5. Students enrolled for three or fewer hours.

Freshman Admission Policy

Unconditional Admission. To be admitted unconditionally for the first time to Texas Tech University, a student must meet certain admission standards. Both the applicant's legal residence and rank in a high school graduating class determine the minimum scores acceptable on the Scholastic Aptitude Test (SAT) of the College Entrance Examination Board or on the American College Testing (ACT) Program.

High School Class Rank	Minimum Test Score	
	SAT*	ACT**
Texas Residents		
Upper 25%	No Minimum	No Minimum
Second 25%	800	19
Third 25%	900	21
Fourth 25%	1,000	23
Nonresidents		
Upper 50%	900	21
Lower 50%	1,000	23

* Sum of Verbal (V) and Mathematics (M) scores.

** Composite (C) score.

Provisional Admission. A Texas resident who does not qualify for unconditional admission to the University may be considered for provisional admission regardless of high school rank and admission test scores if the applicant has graduated from an accredited high school with the required credit. Nonresidents may also be considered for provisional admission. Students so admitted will be enrolled on a one-time basis only in the undergraduate college of their choice after careful review of their academic records. A student who has been admitted provisionally must complete one of the following requirements during a long semester or summer session:

1. Receive a minimum 1.50 grade-point average for 9-12 semester hours taken during either the fall or spring semester.
2. Receive a minimum 1.50 grade-point average for at least 9 semester hours taken during both terms of a summer session.

In either case, the courses must satisfy freshman requirements of the student's college and be approved by an official of that college. Students who fail to satisfy these requirements will be ineligible to continue enrollment or re-enrollment in the University. Continued enrollment or re-enrollment beyond the provisional periods outlined above will be determined by the appropriate academic retention policies of the University for the student's grade-point average and classification.

Students admitted provisionally will be expected to avail themselves of academic counseling services furnished by each college.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

FOR BOARD ACTION OR RATIFICATION

Personnel Matters

Sale of Surplus Property to Employees

1. a. Approve the sale of a surplus Ford pickup to University employee, Mr. Otto F. Zeck, who submitted the highest bid.

Other Authorizations, Approvals
and Ratifications

Student Service Fee Schedule - 1977-1978

2. a. Approve the following Student Service Fee Schedule effective beginning the fall semester 1977.

STUDENT SERVICE FEE SCHEDULE

Effective Fall 1977

Credit Hours Enrolled	Required Fee	For Service of
1	\$ 2.17	Campus Transportation System
2	4.34	KTXT-FM <u>University Daily</u> Student I. D. System Student Senate
3	6.51	(All of the above)
4	8.68	Student Organizations
5	10.85	University Counseling Service
6	13.02	Texas Tech Chorus
7	15.19	Texas Tech Symphony Orchestra
8	17.36	
9	19.53	(All of the above)
10	21.70	Cultural Events
11	23.87	University Theatre Productions Music Theatre Productions Recreational Services (Intramurals, Facilities, Pool)
12 or more	26.00	(All of the above) Texas Tech Band Women's Intercollegiate Athletics Men's Intercollegiate Athletics

Out of Country Leaves

2. b. Approve leave for Dr. John K. Morrow, Associate Professor of Biochemistry, from 8:00 a.m. August 27, 1977 to 11:00 p.m. October 7, 1977, for the purpose of spending five weeks at the Histologisch-Embryologisches Institute of the University of Vienna, Vienna, Austria. There he will learn new methods of chromosome banding and staining in the laboratory of Dr. H. G. Schwarzacher, who is a recognized authority in the field of human cytogenetics. This trip will enable him to learn the latest techniques in this important field and to confer with colleagues and present seminars in this area, which will aid both his teaching and research efforts. (Estimated cost \$500.00, Account No. 12-0515-200000)

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Professorial Appointments
April through June, 1977

3.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Cartagenova, Gonzalo Visiting Associate Professor	Class. and Rom. Lang.	6/1/77 8/20/77	\$ 2,986 Both Sum. Sess.
Clark, James R. Assistant Professor	Animal Science	7/11/77 8/20/77	2,625 2nd Sum. Sess.
Coufal, Jeanette D. Visiting Assistant Professor	Home and Family Life	9/1/77 5/31/78	8,000 9 Months
Elliott, Frank W. Professor	Law	6/1/77 8/31/77	12,000 Both Sum. Sess.
Galyean, Ronald D. Assistant Professor	Food Technology	6/1/77 8/20/77	5,500 Both Sum. Sess.
Hoffman, Barbara A. Visiting Assistant Professor	History	9/1/77 5/31/78	11,000 9 Months
Hora, Stephen C. Associate Professor	Business Administration	7/1/77 8/31/77	4,550 2 Months
Joehnk, Michael D. Professor	Business Administration	7/11/77 8/20/77	4,667 2nd Sum. Sess.
Johnston, Joyce D. Visiting Lecturer	Education	6/1/77 7/9/77	3,000 1st Sum. Sess.
McKown, Cora Associate Professor	Home and Family Life	9/1/77 5/31/78	21,000 9 Months
Perrin, Janis Visiting Assistant Professor	Education	7/11/77 8/20/77	2,500 2nd Sum. Sess.
Raiborn, Mitchell H. Professor	Business Administration	6/1/77 7/9/77	4,000 1st Sum. Sess.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Randolph, Ronnie H. Lecturer Part-time	Business Administration	7/11/77 8/31/77	\$ 1,200 2nd Sum. Sess.
Read, Donald A. Visiting Professor	Health, Physical Education and Recreation	6/27/77 7/8/77	1,250 2 Weeks
Scoles, Eugene F. Disting. Visiting Professor	Law	7/11/77 8/20/77	5,500 2nd Sum. Sess.
Wood, Nolan Earl Visiting Associate Professor	Education	6/1/77 7/9/77	3,100 1st Sum. Sess.

TEXAS TECH UNIVERSITY
Lubbock, Texas

4. For Information Only: Resignations and/or Terminations of
Professorial Personnel, April through June, 1977

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Bray, Mary Kay Visiting Assistant Professor	English	8/20/77
Davis, Emory G. Assistant Professor	Sociology	7/9/77
Davis, Vivian Imogene Assistant Professor	English	7/9/77
Fink, Robert A. Lecturer	English	8/31/77
Gleason, John M. Associate Professor	Business Administration	8/25/77
* Hargrave, Levi Marlin Professor	Agricultural Education	8/31/77
Nix, Gary Associate Professor	Speech & Theatre Arts	7/11/77
* O'Brien, Coleman A. Associate Professor	Animal Science	8/20/77
Pearce, William Leon Assistant Professor	Business Administration	7/9/77
Pinkerton, John M. Assistant Professor	Business Administration	7/9/77
Reynolds, Stephen J. Associate Professor	Art	8/20/77
Stevens, Robert G. Assistant Professor	Plant and Soil Science	8/21/77

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Whetstone, George A. Professor	Civil Engineering	8/31/77
Williams, Jan R. Associate Dean and Professor	Business Administration	7/9/77
Williams, Maynette Derr Professor	Home Economics	8/31/77
Yairi, Ehud Associate Professor	Speech & Theatre Arts	7/11/77

* RETIRING FACULTY

TEXAS TECH UNIVERSITY
Lubbock, Texas

Summary of Faculty Appointments other than Professorial Ranks
April through June, 1977

5.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4½ months or under</u>
1. Instructor -----	1	4
2. Instructor (Part-time, non-student) -----	1	1
3. Part-time Instructor (Grad. Student) -----	-0-	-0-
4. Teaching Assistant -----	<u>-0-</u>	<u>11</u>
Total -----	<u>2</u>	<u>16</u>

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Employment and Termination of
Classified Personnel

6.

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	72	34	66
2. Equipment Operators -----	5	4	7
3. Building, Grounds Services -----	67	5	62
4. Engineering, Trades Technical -----	8	1	14
5. Personnel Services, Residence Halls & Public Relations -----	15	9	15
6. Agricultural Services -----	5	-0-	2
7. Stores & Purchasing -----	4	2	7
8. Miscellaneous Groups -----	78	8	17
9. Food Services -----	<u>3</u>	<u>5</u>	<u>11</u>
Total -----	<u>257</u>	<u>68</u>	<u>201</u>

Office of Statistics and Reports
Summary of Official Travel Leaves
Texas Tech University
April 1, 1977 through June 30, 1977

TEXAS TECH UNIVERSITY
Lubbock, Texas

7. For Information Only: Official Travel

Out-of-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>
a. To Present an Original Paper -----	29
b. To Attend a Professional Meeting -----	296
c. Trip in Conjunction with Research Project -----	57
d. Trip Required in Performance of University Duties ----	<u>70</u>
Total -----	<u>452</u>

2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	205	\$ 68,780.23
b. From Auxiliary Accounts -----	16	3,554.50
c. Gifts, Grants and/or Contract Research -----	223	73,837.54
d. From Museum -----	8	<u>3,591.00</u>
Total -----	<u>452</u>	<u>\$149,763.27</u>

* Federal
** Private

TEXAS TECH UNIVERSITY
Lubbock, Texas

(12-State Appropriated Funds
(22-Sponsored Funds from Federal,
Private and Other Sources

8. For Information Only: Research Budgets

RESEARCH SUPPORT
PERIOD: April, May, and June, 1977

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C617 *	ERDA	Faculty Institute for High School Science Teachers	T. O'Brien	Chemistry	1/01/77 12/31/77	\$14,355
22-E139 *	AF	Design Study to Determine Methods for Establishing Criteria for Assigning...	M. Ayoub	Ind. Eng.	3/01/77 8/31/77	24,009
22-A147 **	Texas Pork Producers	Feeding Level During Gestation and Chemical Laxative at Farrowing for Sows	L. Tribble	Ani. Sci.	5/01/77 8/31/77	2,200
22-C152	City of Odessa	Archeological Survey Required for State Historical Commission Clearance....	Mayer-Oakes	Anthro.	4/01/77 3/31/78	550
22-A543	TEA	Special Workshop in General Agricultural Mechanics.....	Eggenberger	Ag. Ed.	5/01/77 6/30/77	14,613
22-A544	"	Special Workshop in Meat Processing for Vocational Agriculture Teachers.....	B. Ramsey	Ani. Sci.	" " "	14,033
22-E054 **	Texas Power & Light	Power System Studies	J. Craig	Elec. Eng.	1/01/77 12/31/77	8,000
22-E077 *	AFOSR	Resolution Space, Networks & Non-Self-Adjoint Spectral Theory	R. Saeks	" "	4/01/77 3/31/78	23,129

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E547 *	NSF	Undergraduate Research Participation	J. Reichert	Elec. Eng.	3/04/77 5/31/78	\$19,480
22-C154 *	NIH	Ionophoric Stabilization of Carcinogen Intermediates	R. Bartsch	Chem	6/01/77 5/31/78	15,454
22-C153 **	Lilly Research	Effect of Dietary Fats on Enzymes Metabolizing the Chemical.....	I. Felkner	Biol. Sci.	5/01/77 4/30/78	5,000
22-C619 *	NPS	A Workshop on Management Techniques Applied to Archeology	Mayer-Oakes	Anthro.	5/01/77 8/01/77	7,500
22-0014 *	Nat'l Geographic	Systematics & Evolutionary Strategy of the Moles of America	R. Baker	Museum	5/01/77 4/30/78	7,520
22-0015	Texas Historical Commission	Lubbock Lake Project - Analysis	E. Johnson	"	4/16/77 3/31/78	15,000
12-T556	12-T508-200000	Review of Research	J. Cornett	Ed.	9/01/76 8/31/77	331
12-530B	12-530B-200014	Gelation Parameters of Soybean Protein Isolates	M. Peeples	Food Tech.	5/15/77 8/31/77	2,600
12-C591	12-C546-200000	Age and Happiness	G. Lowe	Sociology	9/01/76 8/31/77	200
12-C590	12-C546-200000	Research on the History of the Kansas Beef Industry, 1890 to 1950	C. Wood	History	" " "	1,100
22-A148 *	USDA	Project to Identify Legal & Administrative Effects on the Planning.....	F. Skillern J. Mertes	Law PA	4/08/77 9/30/77	44,299

Account No.	Source	Short Title	FEAR, INV. or Institute Director	Dept.	Period	Amount
22-H536 *	Public Welfare	Home Care Provider Training	D. Longworth G. House	Home Eco.	1/01/77 4/30/77	\$ 1,802
22-E141 *	Sandia Laboratories	A Three Dimensional Aerodynamic Vortex Model for the Darrieus Turbine	J. Strickland	Mech. Eng.	5/17/77 1/01/79	36,514
22-E142 *	AFOSR	Studies of Transient Discharges	M. Gundersen P. Williams	Elec. Eng.	6/15/77 6/14/78	34,936
22-E089 *	ONR	Statistical Performance Analysis for Adaptive Control & Estimating Systems	S. Liberty	" "	3/01/77 2/28/78	30,000
22-C158 *	NIH	Trash Analysis in the Cotton Ginning Industry	P. Morey	Biol. Sci.	6/01/77 5/31/78	25,325
22-C120 *	NIH	C.A. of the Electronic Excitation in Biomolecules	P.S. Song	Chemistry	7/01/77 6/30/78	24,881
22-A150 **	ICI	Effects of Application of Certain Pesticides on the Quality of Tomato..	R. Miller	Food Tech.	1/01/77 12/31/77	900
22-A149 *	USDA	Development of an Action Program to Meet the Objectives of the Eisenhower.....	J. Mertes	Park Admin	6/01/77 9/15/77	7,865
22-E092 *	ONR	Fault Analysis in Electronic Circuits and Systems	R. Saeks D. Gustafson	Elec. Eng.	1/01/77 12/31/77	30,000
22-E144 *	SCEEE	Analysis of Pulse Power Loading	T. Burkes	" "	4/01/77 12/01/78	29,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C126 **	R. A. Welch	Robert A. Welch Chair in Chemistry	G. Robinson	Chemistry	6/01/77 5/31/78	95,793
22-C155 **	" " "	Recognition Mechanisms of Specific DNA Ligands	J. Sevall	"	" " "	12,000
22-C156 *	NSF	Terrestrial Arthropods of Marie Byrd Land, Antarctica	R. Strandtmann	Biol. Sci.	6/01/77 11/30/78	1,400
22-C620	Coordinating Board	Texas Statewide Corrections Intern Program	J. Matthews	Sociology	6/01/77 8/20/77	3,871
22-0016 **	Center for Field Research	Lubbock Lake Project - Excavation	E. Johnson	Museum	5/01/77 10/31/77	9,000
22-E140 *	Army	Review & Summary of State Environmental Laws Regarding the Disposal...	L. Urban	Civil Eng.	5/04/77 11/30/77	17,954
22-C094 *	PHS	Interactions Between DNA and Skin Sensitizing Coumarins	P.S. Song	Chemistry	6/01/77 5/31/78	16,479
22-C157	TWDB	Precipitation Climatology for the HIP-LEX Southern Region	D. Haragan	Geosci.	5/05/77 8/31/77	18,419
12-E023	OR 12-E006-200000	Resolution Space, Networks & Non-Self Adjoint Spectral Theory	R. Saeks	Elec. Eng.	4/01/77 3/31/78	500
12-C597	OR 12-C546-200000	Microwave Spectra of Ethyl Alcohol	R. Quade	Physics	9/01/76 8/31/77	1,100

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C072 **	R. A. Welch	Spectoscopy & Photobiology of Biological Molecules	P.S. Song	Chemistry	6/01/77 5/31/78	18,000
22-C081 **	" " "	Synthetic Routes to Sesquiterpenes	J. Marx	"	" " "	15,000
22-C082 **	" " "	A Theoretical Study of the Chemistry of the Upper Atmosphere	T. O'Brien	"	" " "	16,000
22-C084 **	" " "	Stereochemistry & Coordination Chemistry of Group Va Compounds	J. Mill	"	" " "	15,000
22-C085 **	" " "	Aromatic Rearrangements: Studies of Radical & Cation Radical Intermediates	H. Shine	"	" " "	24,000
22-C086 **	" " "	Reaction Dynamics in Bioinorganic Model Systems	G. Blackmer	"	" " "	17,000
22-C087 **	" " "	The Behavior of Lightly Doped Semi-conductors at Low Temperatures	H. Thomas	Physics	" " "	15,000
22-C088 **	" " "	Solid State Studies	R. Wilde	Chemistry	" " "	17,000
22-C089 **	" " "	The Effects of Valency on the Elastic & Superconducting Properties of Metals..	B.Marshall	Physics	" " "	18,000
22-C090 **	" " "	Nature of the Chemical Bond by Soft X-Ray Spectroscopy	K.Das Gupta	"	" " "	18,000
22-C118 **	" " "	Elimination Reactions Forming Carbon-Heteroatom Multiple Bonds	R. Bartsch	Chemistry	" " "	15,000
22-C122 **	" " "	Mechanisms of Reactions of Organic	J. Kice	"	" " "	24,000

Account No.	Source	Short Title	Fin. Inv. or Institute Director	Dept	Period	Amount
22-E143 *	AFOSR	Radio Propagation via Transponder	T. Trost	Elec. Eng.	3/01/77 11/30/77	\$ 9,950
22-E118 **	Cotton, Inc.	Optimum Systems for Cotton Harvesting, Storage and Handling	M. Smith	Ind. Eng.	4/15/77 12/31/77	25,000
12-E538	OR 12-E508-200000	Studies of Transient Discharges	M. Gunderson F. Williams	Elec. Eng.	6/15/77 6/14/78	8,000
12-C594	OR 12-C702-200000	The Relative Effectiveness of Three Forms of Behaviorally Oriented Marital..	D. Baucom	Psychology	6/01/77 8/31/77	1,500
12-C595	OR 12-C546-200000	A Bibliography of Theses & Dissertat- ions in Southern Literature	W. Andrews J. Wages	English	9/01/76 8/31/77	500
12-510D	12-510D-200000	An Economic Engineering Analysis of Methods for Utilizing Mesquite	T. Owens	Ag. Sci.	" " "	6,655
12-C592	OR 12-C546-200000	Social Aspects of Female Alcoholism	P. Chalfant B. Roper	Sociology	5/31/77 8/31/77	1,100
12-C593	OR 12-C546-200000	Lower Court Reactions to Supreme Court Decisions	C. Johnson	Pol. Sci.	9/01/76 8/31/77	1,100
22-A051 **	P. H. Welder Found.	Range & Wildlife Management Research in South Texas	B. Dahl	R&WL	6/01/77 8/31/78	4,800
22-A151 **	Hoffman La-Roche	Evaluation of Lasalocid as a Feed Additive for Finishing Steers	W. Mies	Ani. Sci.	5/01/77 10/31/77	3,000
22-T527 *	HEW	Upward Bound	Julio Llanas	Upward Bound	6/01/77 7/31/77	124,588

Account No.	Source	Short Title	or Institute Director	Dept.	Period	Amount
22-T522 *	HEW	Preparation of Professional Personnel in the Education of the Handicapped Children	B. Mattson	Ed.	6/01/77 5/31/78	\$35,000
22-C161	TWDB	High Plains Cooperative Program, HIPLEX	G. Jurica	Geosci.	5/26/77 8/31/77	14,573
22-A157 *	NPS	Vistor Use Survey Guadalupe Mountains National Park	J. Mertes	PA	6/23/77 5/30/78	12,169
22-C094 *	NIH	Interactions Between DNA and Skin-Sensi- tizing Coumarins	P.S. Song	Chem.	6/01/77 5/31/78	5,372
22-C117 *	NIH	Analysis of DNA Binding Nonhistone Chromosomal Proteins	J. Sevall	"	4/01/77 3/31/78	5,632
22-C154 *	NIH	Ionophoric Stabilization of Carcinogen Intermediates	R. Bartsch	"	6/01/77 5/31/78	3,739
22-C163 *	Dept. of Interior	Cultural Resource Investigation Arch- eological & Historical, Phase I	W. Mayer- Oakes	Anthro.	6/28/77 6/27/78	75,845
22-C164 *	NIH	Subnanosecond Primary Events in Biology	W. Robinson	Chemistry	7/01/77 6/30/78	33,849
22-C165 *	Navy	Development of an Underwater Test Bat- tery to Measure Gross Motor Performance	C. Halcomb	Psy.	7/06/77 10/10/77	3,561
22-C603 *	HEW	Rehabilitation Counselor Training Program	L. James	"	7/01/77 6/30/78	70,116

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-C160 **	El Paso Products	An Investigation of Some Quinacridone Pigments	J. Marx A. Draper	Chemistry	6/01/77 5/31/78	\$15,572
22-C159 **	Cotton, Inc.	Anatomical Analysis of Cotton Wasties	P. Morey	Biol. Sci.	6/01/77 12/31/77	10,000
22-A156 **	Southwestern Public Service Co.	Irrigation Quantity & Quality at Jones Station	R. Zartman	P&S Sci.	6/20/77 12/31/79	4,000
12-E539	OR 12-E507	Opening Switch Technology	M. Kristiansen	Elec. Eng.	6/07/77 8/31/77	4,500
12-T557	OR 12-T508	A Study of Shifts in Jungian Personality Preferences During Student Teaching..	D. Roberts	Education	6/10/77 8/31/77	1,200
22-Z541 *	HEW	Research & Training Center in Mental Retardation	G. Bensberg	R&TC	6/01/77 5/31/78	277,286
22-A530 *	USDA	Foreign Training Program-Senior Agronomic Specialists	H. Dregne	Agronomy	7/01/76 8/31/78	4,995
22-A152 **	Eli Lilly	Rumensin & Liquid Trace Mineral for Finishing Steers	W. Mies	Ani. Sci.	5/05/77 5/04/78	6,000
22-A154 **	W. R. Grace & Co.	Microbial Inoculant for Improving Productive Performance of Feedlot Cattle	R. Albin	" "	6/01/77 12/31/77	7,800
22-A153 **	American Seed Delinters	Evaluation of the MSS-110 Seed Vigor Analyzer in Determining Seed Quality in Cotton	N. Hopper	Pl. & Soil Sci.	6/01/77 5/31/78	4,500
22-A155 **	Pfizer Co.	Evaluation of Selected Antimicrobial/Anthelmintic Programs for Nursery....	D. Orr	Ani. Sci.	5/01/76 8/31/77	2,712

Account No.	Source	Short Title	or Institute Director	Dept.	Period	Amount
22-E123 *	ERDA	Crosbyton Solar Power Project	J. Reichert S. Liberty	EE	3/01/77 12/31/77	350,000
22-E145 *	ERDA	Surface Flashover Mechanism	Kristiansen	"	6/01/77 5/31/78	59,459
22-E146 *	NSF	Research Initiation & Support	J. Dunn	Mech. Eng.	5/13/77 2/28/81	110,500
22-E147 *	ERDA	Research & Development	J. Minor	Civil Eng.	5/01/77 4/30/78	31,000
22-E148 *	Naval Air Station	Update Military Standard 1472-B	M. Ayoub	Ind. Eng.	5/13/77 12/16/77	9,952
22-H012 *	NIH	Gender of Child as a Determinant of Adult Reactions	N. Bell	Home Eco.	6/15/77 5/31/78	7,095
22-H517	TEA	Operation of a Center for the Development of Home Economics Inst. Material	C. Bell	" "	7/01/77 9/30/77	24,720
22-H527 *	HEW	Head Start Training & Technical Assistance in the State of Texas	M.T. Riley	" "	7/01/77 6/30/78	264,000
22-H537	TEA	Coordinated VAE & Home Economics Vocational Education for the Handicapped	C. Bell	" "	7/01/77 9/30/77	34,101
22-Z552	TDMH&MR	Interdisciplinary Training of Specialized Personnel in DD	G. Bensberg	R&TC	7/01/77 6/30/78	80,000
22-Z541 *	HEW	Research & Training Center in Mental Retardation	" "	"	6/01/77 5/31/78	115,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-0010 *	NSF	Cultural Adaptation to Ecological Change on the Llano Estacado	E. Johnson	Museum	6/01/77 10/31/78	53,100
12-C598	OR 12-C702-200000	Photonuclear Reaction	M. Lodhi	Physics	9/01/76 8/31/77	675

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

9.

UNDERGRADUATE ENROLLMENT
FIRST SUMMER SESSION, 1977

COLLEGE	FRESHMEN			SOPHOMORES			JUNIORS			SENIORS			TOTAL UNDERGRADUATE		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	30	12	42	45	13	58	80	30	110	154	28	182	309	83	392
A & S	181	217	398	176	190	366	271	258	529	377	356	733	1005	1021	2026
Bus Adm	112	83	195	135	79	214	259	100	359	350	129	479	856	391	1247
Engr	64	7	71	106	11	117	158	5	163	348	17	365	676	40	716
Home Eco	7	81	88	5	103	108	10	153	163	2	138	140	24	475	499
Edu	9	91	100	12	108	120	24	179	203	38	291	329	83	669	752
TOTALS	403	491	894	479	504	983	802	725	1527	1269	959	2228	2953	2679	5632

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

GRADUATE ENROLLMENT
FIRST SUMMER SEMESTER, 1977

COLLEGE	MASTERS			DOCTORS			GRADUATE TOTALS			LAW			UNIVERSITY TOTALS		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	93	14	107	16	1	17	109	15	124	-0-	-0-	-0-	418	98	516
A & S	285	290	575	200	96	296	485	386	871	-0-	-0-	-0-	1490	1407	2897
Bus Adm	87	24	111	26	4	30	113	28	141	-0-	-0-	-0-	969	419	1388
Engr	83	5	88	36	1	37	119	6	125	-0-	-0-	-0-	795	46	841
Home Eco	3	76	79	4	16	20	7	92	99	-0-	-0-	-0-	31	567	598
Edu	93	371	464	98	87	185	191	458	649	-0-	-0-	-0-	274	1127	1401
Law	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	125	27	152	125	27	152
TOTALS	644	780	1424	380	205	585	1024	985	2009	125	27	152	4102	3691	7793

Contracts

H. C. Lewis - Jones Stadium Pressbox Alterations

10. a. The following Agreement with H. C. Lewis, Building Contractor, to perform the work required for the Jones Stadium Pressbox alterations is entered for recording purposes. Execution of this Agreement was authorized in the Board meeting of April 7, 1977, Item M127.

Contract No. 185

AGREEMENT

made this twenty-third of May in the year Nineteen Hundred and Seventy-seven
BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and H. C. Lewis, Building Contractor, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Jones Stadium Pressbox Alterations.

ARTICLE 3

ARCHITECT

Brasher, Goyette & Rapier, Lubbock, Texas.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed on or before July 29, 1977.

The Contractor further agrees to pay, as liquidated damages, the sum of \$105 for each consecutive calendar day after date shown above.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

Seventy thousand, five hundred thirty-six dollars (\$70,536.00).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>Pages</u>
Table of Contents	2
Notice to Bidders	1
Information to Bidders	3
Proposal	2
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	1
Uniform General Conditions	12
Supplementary General Conditions	18
Specifications, Divisions	1 thru 16
Drawings: Dated April 4, 1977	
Architectural	5
Mechanical	2
Electrical	1
Addenda No.	1 & 2

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$45,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

CONTRACTOR
H. C. LEWIS, BUILDING CONTRACTOR

/s/ Judson F. Williams
Judson F. Williams, Chairman

By /s/ H. C. Lewis

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

Depository Contract - First National Bank at Lubbock

10. b. The following Depository Contract with First National Bank at Lubbock for the period September 1, 1977 through August 31, 1979 is entered for recording purposes. Execution of this agreement was authorized in the Board of Regents meetings of May 20, 1977, Items M143 and MS104.

Contract No. 184

STATE OF TEXAS

DEPOSITORY CONTRACT

COUNTY OF LUBBOCK

This Agreement made and entered into by and between the BOARD OF REGENTS of TEXAS TECH UNIVERSITY and of TEXAS TECH UNIVERSITY SCHOOL OF MEDICINE, hereinafter referred to as "UNIVERSITY", the FIRST NATIONAL BANK AT LUBBOCK a banking corporation duly incorporated under the laws of the United States and authorized to do a banking business in the State of Texas and with its place of business in Lubbock, Lubbock County, Texas, hereinafter called "BANK", and the FIRST NATIONAL BANK IN DALLAS, Dallas County, Texas, a national banking corporation incorporated under the laws of the United States and authorized to do a banking business in the State of Texas, with its principal place of business in Dallas, Texas, hereinafter called "TRUSTEE".

WITNESSETH:

WHEREAS, the FIRST NATIONAL BANK AT LUBBOCK has been designated as the primary depository for funds and accounts of the University for a period beginning September 1, 1977, and ending August 31, 1979, and

WHEREAS, the parties have agreed that all funds deposited by the University will be secured in full at all times by a pledge with a trustee bank of bonds or other evidence of direct indebtedness issued by the United States, or bonds of any state, county, city, town, independent school district, common school district, or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof. A pledge of direct obligations of the United States Government will be made in an amount sufficient to cover all residence halls, Bookstore and University Center funds in keeping with existing agreements between the Board of Regents of Texas Tech University and the Housing and Home Finance Agency, and Department of Health, Education and Welfare, and other federal agencies.

WHEREAS, the FIRST NATIONAL BANK IN DALLAS has agreed to act as Trustee hereunder for said bonds and other indebtedness and to hold same in trust in accordance with this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

I.

DEPOSITS OF THE UNIVERSITY

a. That funds of the University for the period beginning September 1, 1977, and ending August 31, 1979, shall be deposited in the First National Bank at Lubbock, in such accounts as may be designated by the University.

b. Demand deposit accounts holding funds of the University shall be subject to withdrawal at any time by the University and will bear no interest. The University will maintain balances in each individual demand deposit account established in the bank sufficient to cover all withdrawals executed against the account. Notwithstanding the intent of this paragraph Bank may, at its option, pay any item which would result in an overdraft. In that event Bank reserves the right to assess its ordinary handling charge of \$3.50 for each individual item so paid.

c. Time deposits will bear interest at the following rates per annum:

1. A variable rate of interest per annum will be paid through the period of the contract on deposits of less than \$100,000 and \$100,000 or more up to an aggregate total of \$70,000,000. These variable rates are to be developed as follows:

Interest will be paid each month as it accrues on all time deposits at a rate to be determined as of the date of deposit in accordance with the following schedule:

- a. Deposits with maturity dates of 366 days up to and including 730 days -

The rate to be determined as of the date of deposit by multiplying the numerical average of the twelve (12) most recent "average returns to investors" on the weekly auctions of 26-week U.S. Treasury Bills (as reported by The Wall Street Journal) by a factor of 1.25.

- b. Deposits with maturity dates of 180 days up to and including 365 days -

The rate to be determined as of the date of deposit by multiplying the numerical average of the twelve (12) most recent "average returns to investors" on the weekly auctions of 26-week U.S. Treasury bills (as reported by The Wall Street Journal) by a factor of 1.25.

- c. Deposits with maturity dates of 90 days to 179 days -

The rate to be determined as of the date of deposit by multiplying the numerical average of the twelve (12) most recent "average returns to investors" on the weekly auctions of 13-week U. S. Treasury Bills (as reported by The Wall Street Journal) by a factor of 1.25.

d. Deposits with maturity dates of 30 days to 89 days -

The rate to be determined as of the date of deposit by multiplying the numerical average of the twelve (12) most recent "average returns to investors" on the weekly auctions of 13-week U.S. Treasury Bills (as reported in The Wall Street Journal) by a factor of 1.25.

2. Time deposits above an aggregate total of \$70,000,000 will bear interest at a negotiated rate per annum which, will be not less than a rate equal to the numerical average of the twelve (12) most recent "average returns to investors" on the weekly auctions of 13-week U.S. Treasury Bills (as reported by The Wall Street Journal) on date of deposit.

The maturity dates of time deposits above an aggregate total of \$70,000,000 will be not less than 30 days and will not, unless otherwise agreed to by the Bank, extend past the maturity date of this contract with interest payable monthly as it accrues.

The rates thus resulting are to be rounded, up or down, to the nearest tenth of one percent but not to exceed the rates of such deposits as authorized from time to time by regulations of the Board of Governors of the Federal Reserve System or other governmental agencies, or in no event will the variable rate be more than $7\frac{1}{2}\%$ per annum payable monthly.

d. At the time deposits are made, the University agrees that they will notify the Bank as to the accounts in which same shall be placed; provided, however, that such funds so designated as time deposits are subject to withdrawal only on the required notice. In the event of an emergency as provided for in banking regulations, the University may comply with such bank regulations and withdraw funds so deposited on time deposits prior to the end of the period specified, but in such event no interest will be paid by the Bank to the University. The depository shall not pay interest on time deposits that are withdrawn without giving the required notice as above set out.

e. At the termination of this Depository contract, the University may leave with the Bank any such funds until maturity date of such deposit, or the required written notice may be given.

f. There is no warranty as to the amount of money that will be either in demand deposits or time deposit-open account at any time. The University reserves the right to invest any of its funds on hand at September 1, 1977, and any new funds received on or subsequent to September 1, 1977, at its discretion with any financial institution either in Certificates of Deposit, Federal Obligations or other securities as permitted by law and authorized by the Board of Regents.

II.

SERVICES TO BE RENDERED BY THE BANK TO UNIVERSITY WITHOUT CHARGE:

1. No service charge for handling any accounts of the University, or any accounts of any organization directly connected with the University except as provided in Section I.b.
2. The Bank will act as paying agent without charge on any and all bonds now existing or hereafter issued by the University.
3. Federal obligations investment service.
4. The Bank will handle all foreign and domestic exchange without charge.
5. The Bank will furnish the University a suitable lock box or boxes in the bank vault.
6. The Bank will furnish night depository service to the University.
7. The Bank will furnish printed checks on their regular stock form or magnetic ink imprinting on checks satisfactory to the University.
8. Bank supplies for making deposits by mail will be furnished the University.
9. The Bank will issue its Cashier's Checks when necessary with no exchange or service charge.
10. The Bank will prepare a statement on each account as of the last day of each month, with the supporting checks arranged in sequential, numerical order providing the checks have the necessary magnetic ink encoding to do so. Further, the Bank will record these checks on magnetic tape furnished by the University so that reconcilements of the statements may be made by the University on its electronic data processing equipment.
11. Any other services which the Bank normally renders to their customers will be furnished the University without charge.
12. Notwithstanding any provisions of this section the Bank will not provide any service without charge if such action should be or should become, during the term of this contract, in violation of any federal, state, or other municipal statute or any regulation or ruling of any legally instituted supervisory authority applicable to a national bank operating in the County of Lubbock in the State of Texas.

III.

BONDS AND OTHER SECURITIES TO BE DEPOSITED WITH TRUSTEE FOR COLLECTION:

- a. The First National Bank at Lubbock agrees to deliver to the First National Bank in Dallas, Dallas County, Texas, as Trustee, bonds, notes, bills,

certificates of obligations issued by the United States or by instrumentalities, agents, or corporations of the United States, or bonds of any state, county, city, town, independent school district, common school district or any state college or university obligations issued in compliance with and by authority of the Statutes of the State of Texas and the Constitution thereof, in any amount, exclusive of accrued interest, based on current market value to secure all funds of the University. The market value of said bonds and other securities deposited with the Trustee shall at all times equal or exceed the amount of funds of the University on deposit with the Bank. The bonds or other securities mentioned above shall be kept and retained by said Trustee in trust so long as the depository relationship between the Bank and University shall exist and thereafter so long as said deposits made by the University with the Bank or any portion thereof shall not have been paid by the Bank.

b. It is agreed and understood by all parties hereto that the Trustee hereunder will not be required to ascertain the amount of funds on deposit to the credit of the University with the Bank, nor the validity, authenticity, genuineness or negotiability of the securities deposited hereunder in trust by the Bank and shall not be liable to any one hereunder except for the safekeeping of the securities delivered to it.

c. Should the Bank fail at any time to immediately pay and satisfy upon presentation, any check, draft or voucher lawfully drawn upon any demand deposit, or fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any time deposit and the interest on such time deposit, or in case the bank becomes insolvent or in any manner breaches its contract with the University, it shall be the duty of the Trustee, upon proper demand of the University to sell such bonds, and out of the proceeds therefrom pay the University all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds.

d. Any sale by the Trustee herein made of such bonds, or any part thereof, will be a public sale. Provided, however, that said Trustee shall give notice to the University and Bank of at least ten (10) days prior to the date of sale naming in said notice the time and place of such sale, and such sale shall be to the highest bidder for cash; and the University shall have the right to bid at such sale.

e. If the bank shall desire to sell or otherwise dispose of any one or more of such bonds deposited with Trustee, it may substitute for any one or more of such bonds other bonds of the same character and amount, which said right of substitution shall remain in full force and be exercised by the Bank as often as it may desire to sell or otherwise dispose of such original bonds or substitute bonds; provided, however, that at all times the aggregate amount of such bonds deposited with Trustee shall always be such that the aggregate market value thereof, exclusive of accrued interest, shall be at least equal to the sum of University's funds or deposits in all accounts; if any time the

aggregate amount of such bonds so deposited with the Trustee be less than the total sum of the University's funds on deposit with said Bank, then in that event, Bank shall, upon demand in writing by University immediately deposit with Trustee such additional bonds as may be necessary to equal the total sum of said deposits.

f. Trustee shall furnish to both the University and the Bank an itemized receipt describing the securities in detail, and upon written request of the University, shall furnish as of any date requested, a completely itemized list of the bonds held as security for the University.

g. If at any time the bonds in the hands of Trustee shall have a market value in excess of the sum of balances due University by the Bank, then on the written authorization of the Vice President for Administration of Texas Tech University and Texas Tech University School of Medicine authorizing the withdrawal of a specified amount of bonds, Trustee shall deliver this amount of bonds and no more to Bank, taking its receipt therefor, and Trustee shall have no further liability for bonds so redelivered to Bank.

IV.

When the relationship of depositor and depository between University and Bank shall have ceased to exist, and when Bank shall have properly paid out all of such present and future deposits of University, it shall be the duty of University to give Trustee a certificate to that effect, whereupon Trustee shall, with the approval of University, redeliver to Bank all bonds then in its possession belonging to Bank, taking its receipt therefor, and an order on said Trustee by University and receipt for such bonds by Bank shall be a full and final release of Trustee of all duties and obligations undertaken by it by virtue of these presents and it shall stand fully and finally acquitted of all liability of any kind and character whatsoever to both said University and said Bank.

IN WITNESS of the foregoing, parties hereto have signed their names by and through their respective undersigned officers hereunto duly authorized this
1st day of June, A.D., 1977.

ATTEST:

/s/ Freda Pierce
Secretary, Board of Regents

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

/s/ Judson F. Williams
Chairman

ATTEST:

/s/ Freda Pierce
Secretary, Board of Regents

BOARD OF REGENTS
TEXAS TECH UNIVERSITY
SCHOOL OF MEDICINE

/s/ Judson F. Williams
Chairman

ATTEST:

/s/ E. C. Goodman, Jr.
Cashier

ATTEST:

/s/ Tommy M. Turner

FIRST NATIONAL BANK AT LUBBOCK
LUBBOCK, TEXAS

/s/ A. C. Verner
President

FIRST NATIONAL BANK IN DALLAS
DALLAS, TEXAS

/s/ Dan E. Hergenroether
Operations Officer

- Goodyear Sprinkler Systems - Landscape Irrigation System, Indiana Avenue
10. c. The following agreement with Goodyear Sprinkler Systems for the purpose of installing landscape irrigation on Indiana Avenue is entered for recording purposes. Execution of this contract was authorized in the Board meeting of May 20, 1977, Item M149.

Contract No. 186

AGREEMENT

made this twenty-third day of May in the year nineteen hundred and seventy-seven

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Goodyear Sprinkler Systems, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Landscape Irrigation System for Indiana Avenue from 4th Street to 19th Street.

ARTICLE 3

ENGINEER AND LANDSCAPE ARCHITECT

Carter and Burgess, Inc., Fort Worth, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 150 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

One hundred thirteen thousand, four hundred ninety-five dollars and forty-five cents (\$113,495.45).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>Pages</u>
Table of Contents	1
Notice to Bidders	1
Information to Bidders	3
Proposal	6
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	1
Uniform General Conditions	19
Supplementary General Conditions	16
Specifications, Divisions	1, 2, & 3
Drawings: Dated May, 1977	24 sheets
Addenda No.	1 & 2

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$49,500 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

CONTRACTOR
GOODYEAR SPRINKLER
SYSTEMS

/s/ Judson F. Williams
Judson F. Williams, Chairman

By /s/ Les Hill, Jr.

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

* * * * *

Food Service Equipment and Supply, Inc. - University Center Dining Room
Remodeling

10. d. The following Agreement with Food Service Equipment and Supply, Inc. in the amount of \$14,957.25 for the remodeling of the dining room in the University Center is entered for recording purposes. Execution of this contract was authorized in the Board of Regents meeting of May 20, 1977, Item M150.

Contract No. 187

AGREEMENT

made this Twenty-Third day of May in the year Nineteen Hundred and Seventy-Seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Food Service Equipment and Supply, Inc., Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the furnishing of Food Service Equipment for the Remodeling of the Dining Room in the University Center Building.

ARTICLE 3

ARCHITECT

Atkinson, Atkinson and Associates, Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 60 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$42 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

Fourteen thousand, nine hundred fifty-seven dollars and twenty-five cents (\$14,957.25).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>Pages</u>
Table of Contents	3
Notice to Bidders	1
Information to Bidders	3
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	2
Wage Scale	1
Uniform General Conditions	15
Supplementary General Conditions	18
Specifications, Divisions	1 thru 16
Drawings: Dated Feb. 14, 1977	
Architectural	9
Kitchen	1
Mechanical	1
Electrical	2
Addenda No.	1, 2, & 3

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$13,871.00 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

/s/ Judson F. Williams
Judson F. Williams, Chairman

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

CONTRACTOR
FOOD SERVICE EQUIPMENT
AND SUPPLY, INC.

By /s/ B. W. Snell

ATTEST:

By /s/ Orland Harger

* * * * *

- Jerry Gailey Construction Co. - Renovation of old portions of University Center
10. e. The following Agreement with Jerry Gailey Construction Company to perform renovation of the older areas in the University Center is entered for recording purposes. Execution of this Agreement was authorized in the Board meeting of May 20, 1977, Item M150.

Contract No. 188

AGREEMENT

made this Twenty-third day of May in the year Nineteen Hundred and Seventy-Seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Jerry Gailey Construction Company, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for General Construction, Mechanical, Electrical and Plumbing work for the remodeling of the Dining Room, Concession Area and Ballroom Stage in the University Center Building.

ARTICLE 3

ARCHITECT

Atkinson, Atkinson and Associates, Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 210 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

One hundred forty-nine thousand, nine hundred ninety dollars
(\$149,990).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

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Supplementary General Conditions	18
Specifications, Divisions	1 thru 16
Drawings: Dated Feb 14, 1977	
Architectural	9
Kitchen	1
Mechanical	1
Electrical	2
Addenda No.	1, 2, & 3

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$92,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

CONTRACTOR
JERRY GAILEY CONSTRUCTION
COMPANY

/s/ Judson F. Williams
Judson F. Williams, Chairman

By /s/ Jerry Gailey

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

* * * * *

- Luke Hagood and Hagood's, Inc. - Study Hall and Maintenance Building
10. f. The following Agreement with Luke Hagood individually, and Hagoods, Inc. in the amount of \$182,299.30 for the renovation of study hall and maintenance building at the Texas Tech Center at Junction is entered for recording purposes. Execution of this contract was authorized in the Board of Regents meeting of May 20, 1977, Item M151.

Contract No. 189

AGREEMENT

made this Twenty-Third day of May in the year Nineteen Hundred Seventy-Seven,
BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Luke Hagood, individually, and Hagoods, Inc., Junction, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Renovation work at Texas Tech Center at Junction consisting of work on Study Hall and Maintenance Building described in contract documents as Items A and C.

ARTICLE 3

ARCHITECT

Director of New Construction, Texas Tech University, Lubbock, Texas.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 210 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of:

One hundred eighty-two thousand, two hundred ninety-nine dollars and thirty cents (\$182,299.30.)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	<u>Pages</u>
Table of Contents	3
Notice to Bidders	1
Information to Bidders	3
Proposal	2
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	2
Wage Scale	2
Uniform General Conditions	18
Supplementary General Conditions	7
Special Conditions	7
Specifications, Divisions	1 thru 16
Drawings: Dated 4/25/77	
Architectural	7
Structural	0
Mechanical & Electrical	1
Mechanical	4
Electrical	3

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$108,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER
BOARD OF REGENTS
TEXAS TECH UNIVERSITY

CONTRACTOR
LUKE HAGOOD AND
HAGOODS, INC.

/s/ Judson F. Williams
Judson F. Williams, Chairman

/s/ Luke Hagood
Luke Hagood, Individual

/s/ Luke Hagood
Luke Hagood, Chairman of the Board

ATTEST:

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

By /s/ Charles Hagood, Pres.

* * * * *

Amendment to Interagency Contract - Texas Water Development Board

10. g. The following Amendment No. 2 to Interagency Contract No. IAC(76-77)-1109 with the Texas Water Development Board, is entered for recording purposes.

THE STATE OF TEXAS X
 X
 COUNTY OF TRAVIS X

AMENDMENT NO. 2 TO INTERAGENCY CONTRACT NO. IAC(76-77)-1109
 TWDB Contract No. 14-6002

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Interagency Contract to amend said contract as follows:

Article III, BASES FOR CALCULATING REIMBURSABLE COSTS,

Page 5, Items E, G, H, is amended to read as follows:

E. Color Contour Monitor Maintenance	-0-	-0-
G. Publication Costs	\$ 100	\$ 550
H. Computer Costs	\$ 500	\$ 650

This Amendment shall become effective on the date of approval by the State Board of Control. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

Texas Water Development Board

Texas Tech University

Name of Agency

Name of Agency

By: /s/ James M. Rose
Authorized Signature

By: /s/ J. Knox Jones, Jr.
Authorized Signature

James M. Rose
Executive Director

Vice President for Research
and Graduate Studies

Title

Title

EXAMINED and APPROVED this the 4 day of May, A. D., 1977.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin
Chief, Centralized Services
Division.

* * * * *

Interagency Cooperation Contract - Texas Water Development Board

10. h. The following Interagency Cooperation Contract with the Texas Water Development Board, No. IAC(76-77)-2033 for the purpose of research and development in the field of weather modification, is entered for recording purposes.

Contract Number IAC(76-77)-2033
(Assigned by Board of Control)

TWDB Contract No. 14-70029

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Water Development Board

The Performing Agency: Department of Geosciences, Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

RECITALS

- (1) The Texas Water Development Board, hereinafter termed the Board, has been charged with responsibility for research and development in the field of weather modification by the Legislature of the State of Texas.
- (2) The Board and the United States Department of the Interior, Bureau of Reclamation, hereinafter termed the Bureau, find it desirable to facilitate research and development of precipitation management technology and are cooperating in a comprehensive atmospheric research and weather modification development program known as the High Plains Cooperative Program.
- (3) The Board and the Bureau have entered into a Contract (Contract No. 14-06-D-7587, as amended by Amendatory Agreements 1, 2, 3, 4 and 5 attached) funded by the Bureau, the goal of which agreement is to establish a verified, working technology and operational management framework capable of producing additional rain from cumulus clouds in the semi-arid Plains States.

- (4) The said Contract (Sec. II.A.1.) provides that the Board may contract with third parties for certain services required under the terms thereof.

SERVICES TO BE PERFORMED

The Performing Agency agrees to perform the following tasks:

TASK 1 - Mean Annual and Monthly Precipitation Distribution

The objective of this task will be to describe the spatial variations which characterize "natural" precipitation variability. Annual and monthly mean precipitation will be computed for each station in the southern region for the period 1944-1970. The resulting analysis will illustrate mean precipitation patterns based on all available data and will provide the basis for a detailed rainfall climatology.

TASK 2 - Space Autocorrelation of Mean Monthly Precipitation

Correlation coefficients will be computed for each pair of stations for each month. By using rainfall total for a month one is averaging the magnitudes and paths of the storms that cover the area. Correlations will be below these for individual storms, but the results will provide information on the average sizes and paths of the storms. Results will also provide statistical information useful in the development of prediction models and in the design of seeding evaluation criteria.

TASK 3 - Summary of Weather Events in the Area

A ten year climatology of weather events (including cloud types and amounts) will be computed for the Southern Region. Daily precipitation for the entire period of record will be analyzed to determine both the frequency of rainfall periods and the expected precipitation during a given period. Hourly records will be used to establish the diurnal variation of weather events including rain, rain showers, thunderstorms, drizzle, snow, sleet, hail, fog and blowing dust and sand.

TASK 4 - Rainfall Cell Climatology

Data from the mesoscale precipitation network will be utilized in conjunction with radar data to provide a precipitation climatology for storms passing over the network. This portion of the analysis will be coordinated with the radar-echo climatology being developed by Texas A&M University.

The selection and analysis of the data which will be collected during the course of the study will be in strict accordance with the plan of work

contained in Attachment No. I entitled Precipitation Climatology for the HIPLEX Southern Region, which is incorporated as a part of this Contract in the same manner and to the same extent as though it were copied at length herein.

The collection and reduction of all data will be done in a standard format compatible with the Bureau of Reclamation's High Plains Cooperative Experiment (HIPLEX) archive system. The Bureau of Reclamation is referred to hereinafter as the "Bureau."

In addition to the above described services to be performed by the Performing Agency, the Performing Agency further agrees to prepare and submit to the Receiving Agency the following reports:

- (1) Five (5) copies of a letter-type progress report due on the fifth day of each calendar month during the Contract period. The reports shall describe, in a manner acceptable to the Receiving Agency, all substantial work performed, travel, and personnel changes during the preceding month. Reports shall include a brief summary of the work performed as described in Attachment No. I.
- (2) All data, analyses, results, and conclusions obtained during the period of this Contract will be retained by the Performing Agency and reported in interim and final reports in accordance with a contract for the continuation of the Performing Agency's portion of the Texas-HIPLEX program.
- (3) In the event funds are available to extend the Performing Agency's portion of the High Plains Cooperative Program, the Performing Agency agrees to provide ten (10) copies of a biennial report due December 15, 1978 or in accordance with a contract for the extension of the Texas-HIPLEX program.

The report shall be prepared as follows:

The report is written primarily for people with an interest in weather modification but not necessarily a strong background in atmospheric sciences. Therefore, your report should be written in simple terms, avoiding (or defining in simple terms) scientific and engineering jargon. It should contain a one-paragraph presentation of the purpose of your program, a summary of the work performed during the 24-month period, the accomplishments (including negative results as well as positive), a concise statement of the program areas that need further work before the objective of your program can be achieved, and a list of technical reports prepared and papers presented in connection with the contract. (Do not include monthly or interim reports; these are used by the Bureau

for evaluation and planning). Do not include detailed data tabulations in your report. Do not include a title page, a table of contents, or list figures as part of the report.

Your reports will be edited and retyped in uniform format. Manuscripts should be double spaced with wide margin on one side only of 8-1/2- by 11-inch or 8- by 10-1/2-inch paper.

Send 4- by 5-inch or 8- by 10-inch glossy prints of any photographs used, and 8- by 10-inch glossy prints of figures if the original cannot be provided. Each figure and table must have a suitable caption.

- (4) Submit thirty (30) copies of a technical report for each element or individual part of the work that can be readily singled out, including general or specific aspects of each individual part or element. Subjects of reports shall include, but not be limited to, unique ideas that may develop during performance of the work, discussions of application of concepts from other disciplines, plans to accomplish special tasks, and other important achievements. Technical reports shall be submitted as these elements of the research program are completed, or as requested by the Receiving Agency.
- (5) Use of Metric Units in Contract Reports. Scientific work performed under contract for the Receiving Agency, within the Atmospheric Water Research Programs, will be conducted and reported on in metric units insofar as reasonably possible. Preference will be given to the meter-kilogram-second system where this does not result in clumsy expressions. The Performing Agency's scientific and technical reports and products submitted to the Receiving Agency or the Bureau, including computer programs, shall use appropriate metric units.

Material furnished the Receiving Agency for input to the Skywater Annual Report will show significant values in metric units, followed in parentheses by the same values in the conventional engineering units for which the most significant end use is anticipated. For example, where the most significant end use is to be irrigation technology, the value might be 120 million m³ (97,000 acre-feet). In making conversions, significant figures giving a spurious impression of precision will not be used. For example, 15 m (49 feet), not 15 m (49.212 feet).

The Performing Agency is authorized to begin performing its responsibilities under this Contract upon approval by the State Board of Control. The Performing Agency shall complete the above described services, and submit its billings for the same, not later than August 31, 1977, which is the termination date of this Contract.

This Contract may be altered, amended or terminated only by mutual written agreement.

The Performing Agency agrees that the representatives and employees of the Board and the Bureau shall at all times have access to basic data, computations, worksheets, and any other tangible or examinable results of the Performing Agency's efforts pursuant to this Contract while such data, computations, worksheets, and/or results are in preparation or progress or at any time prior to delivery of the completion report to the Board. The Performing Agency agrees to provide adequate facilities for inspection of said data, computations, worksheets, or results.

The Performing Agency further agrees that the contents, findings, conclusions, results, and products of the Performing Agency's services hereunder shall be the sole property of the Board and the Bureau and will not be published or released to any individual, firm, association, political subdivision, or other entity except by or through the Board unless prior written approval by the Board or its authorized representatives has been obtained. Release, use, or republication by the Performing Agency, upon Board approval, is conditioned on the Performing Agency's acknowledgment in the release, use, or republication that the report was developed pursuant to Board and Bureau sponsorship.

The Performing Agency agrees to acknowledge the Board and the Bureau in any news releases or other publications relating to the work performed under this Contract. The cover of any reports and acknowledgment section must be approved by the Executive Director of the Board within fourteen (14) days before final publication. The Board and the Bureau shall have unlimited rights in technical data resulting directly from the performance of services to the Board under this Contract. Reports or other documents produced under this Contract shall not be the subject of an application for copyright by the Performing Agency.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

A.	Salaries and Wages	
1)	Principal Investigator	\$ 6,805
2)	Graduate Research Assistant (3 months full time, 4 months ½ time)	3,269
3)	Undergraduate Assistant (3 months ½ time)	<u>662</u>
	Subtotal	\$10,736
B.	Staff Benefits (8%)	\$ 859
C.	Total Salaries, Wages & Benefits	11,595
D.	Expendable Supplies	600
E.	Domestic Travel	600
F.	Computer Cost	900
G.	Publication Cost	<u>-</u>

H.	Total Direct Cost	\$13,695
I.	Indirect Cost (44% of A)	<u>4,724</u>
J.	Total Project Cost	\$18,419

The budget is not intended to be so restrictive that it interferes with the cooperative effort, itself indicative of the scope and kinds of services required in this project. Shifts may be made among the budgeted items so long as the total budget is not exceeded, the overhead not increased, and the objectives of the project are vigorously pursued.

The Performing Agency shall submit a final voucher which shall show all costs incurred by the Performing Agency in the performance of this Contract. All invoices and/or vouchers submitted by the Performing Agency shall comply with either subpart 1-15.2, 1-15.3, or 1-15.7 of the Federal Procurement Regulations, as applicable, which were in effect on October 30, 1974, a correct copy of which the Performing Agency acknowledges having received prior to its execution of this Contract.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Eighteen Thousand Four Hundred Nineteen Dollars (\$18,419).

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for services performed shall be billed monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin Upon approval by the State Board of Control, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Section 11.069 Texas Water Code, Senate Bill 52, 64th Legislature Article III, Line Item 5, Page III-155 .

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code and Article 4413 (32), V.A.T.S.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Water Development Board
Name of Agency

By: /s/ James M. Rose
Authorized Signature

Executive Director
Title

Date: _____

PERFORMING AGENCY

Department of Geosciences
Texas Tech University
Name of Agency

By: /s/ J. Knox Jones, Jr.
Authorized Signature

Vice President for Research & Graduate Studies
Title

Date: _____

EXAMINED and APPROVED this the 5 day of May, A.D., 1977.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin
Chief, Centralized Services

* * * * *

Interagency Cooperation Contract - Vocational Rehabilitation Division Texas
Rehabilitation Commission

10. i. The following Interagency Cooperation Contract with Vocational Rehabilitation Division Texas Rehabilitation Commission, No. IAC(78-79)-0005, is entered for recording purposes for the services to be performed as described.

Contract Number IAC (78-79)-0005
(Assigned by Board of Control)

STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Vocational Rehabilitation Division Texas
Rehabilitation Commission

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

Texas Tech University will provide two (2) offices for professional and secretarial staff of the Commission in West Hall under the following provisions:

1. The Commission will pay no rent for the space but agrees that its staff occupying this space will provide exclusive services for Texas Tech University students or prospective students.
2. The Commission's professional and secretarial staff will be full-time and be paid by the Commission.
3. The Commission will furnish the offices with furniture and equipment.
4. The University will furnish custodial services and utilities (heat, light, and water) and the Commission will be billed \$40 monthly for these services.
5. Commission personnel assigned to the office space will be eligible for parking permits in appropriate areas on the same basis as the staff of Auxiliary Enterprises.
6. Any refurbishing, remodeling or other changes of the space must have prior approval of the University.

7. Commission personnel assigned to the space will be subject to all university rules and regulations and specifically those which apply to the units housed in West Hall, i.e. Dean of Admissions, Registrar, Student Life, Testing and Counseling.
8. It is understood and agreed that this agreement is not intended by the parties as a lease or rental agreement for specific space, and the University reserves the right to assign, reassign, designate or determine the use of this space or discontinue the use of the same at its sole discretion.
9. Either the Commission or Texas Tech University may terminate this contract upon one hundred twenty (120) days written notice.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Monthly utility charges estimated from historical data.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Nine Hundred Sixty Dollars (\$960).

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1979 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 30, Education Code, Vernon's Texas Codes Annotated

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code, Vernon's Texas Codes Annotated .

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Rehabilitation Commission
Name of Agency

By: /s/ Doyle Wheeler
Authorized Signature

Deputy Commissioner
Title

Date: 4-25-77

PERFORMING AGENCY

Texas Tech University
Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Executive Vice President
Title

Date: _____

EXAMINED and APPROVED this the 1st day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin 4/28/77

Interagency Cooperation Contract - The University of Texas at Austin

10. j. The following Interagency Cooperation Contract with The University of Texas at Austin No. IAC(78-79)-0008 is entered for recording purposes, for the services to be performed as described.

Contract Number IAC (78-79)-0008
(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: The University of Texas at Austin

II. STATEMENT OF SERVICES TO BE PERFORMED:

Visual instructional films and other Instructional aids, to be furnished by the Visual Instruction Bureau.

Also, books and periodicals.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Prices shall be determined by the Performing Agency's standard price list.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Ten thousand dollars and no cents (\$10,000).

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1979 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Education Code, Section 65.31, and Current Appropriation Act.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

TEXAS TECH UNIVERSITY

Name of Agency

By: /s/ Glenn E. Barnett

Authorized Signature

Glenn E. Barnett

Executive Vice President

Title

Date: _____

PERFORMING AGENCY

THE UNIVERSITY OF TEXAS AT AUSTIN

Name of Agency

By: /s/ James Colvin

Authorized Signature

VICE PRESIDENT FOR BUSINESS AFFAIRS

Title

Date: _____

EXAMINED and APPROVED this the 1 day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

5/12/77

* * * * *

Interagency Cooperation Contract - Attorney General's Office

10. k. The following Interagency Cooperation Contract with the Attorney General's office No. IAC(78-79)-0010 for the purpose of receiving Attorney General Opinions, is entered for recording purposes.

Contract Number IAC(78-79)-0010
(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: Attorney General's Office

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency agrees to furnish a subscription to all Attorney General Opinions and other documents and items which may be requested by the Law School or other departments of the Receiving Agency.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Prices shall be determined by the Performing Agency's standard price list.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One thousand Dollars (1,000.00) for two year period.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed as required.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1979 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Senate Bill 52, 64th Legislature.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University
Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: _____

PERFORMING AGENCY

Attorney General's Office
Name of Agency

By: /s/ David M. Kendall
Authorized Signature

DAVID M. KENDALL
First Assistant Attorney General
Title

Date: May 11, 1977

EXAMINED and APPROVED this the 1st day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

* * * * *

Interagency Cooperation Contract - State Bar of Texas

10. 1. The following Interagency Cooperation Contract with the State Bar of Texas, No. IAC(78-79)-0011 for the purchase of law books and other materials, is entered for recording purposes.

Contract No. IAC(78-79)-0011
(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY

The Performing Agency: STATE BAR OF TEXAS

II. STATEMENT OF SERVICES TO BE PERFORMED:

Purchase of Law books and other materials.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Cost of each item.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Two thousand dollars (\$2,000) for two year period .

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly .

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1979 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in V.A.C.S. 320A-1.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

TEXAS TECH UNIVERSITY
Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: _____

PERFORMING AGENCY

STATE BAR OF TEXAS
Name of Agency

By: /s/ Jack L. Reynolds
Authorized Signature

Jack L. Reynolds
Associate Executive Director
Title

Date: _____

EXAMINED and APPROVED this the 1st day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin 5/17/77

* * * * *

Interagency Cooperation Contract - The University of Texas Health Science Center at Houston

10. m. The following Interagency Cooperation Contract with The University of Texas Health Science Center at Houston, No. IAC(78-79)-0013, for the services to be performed as described, is entered for recording purposes.

Contract Number IAC(78-79)-0013
(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413(32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY

The Performing Agency: THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER
AT HOUSTON

II. STATEMENT OF SERVICES TO BE PERFORMED:

Production of Audio Visual and other specialized teaching materials.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Actual Cost of Materials and Labor as indicated on Supplier's Voucher(s).

IV. The total amount of this Contract shall not exceed: Two thousand dollars (\$2000) for a two year period .

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed As required .

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1979 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Article 2585 et. seq., V.T.C.S. and Current Appropriations Act.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

TEXAS TECH UNIVERSITY

Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: May 9, 1977

PERFORMING AGENCY

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON

Name of Agency

By: /s/ G. C. Franklin
Authorized Signature

G. C. Franklin
Vice President for Business Affairs
Title

Date: May 17, 1977

EXAMINED and APPROVED this the 1st day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

Interagency Cooperation Contract - Secretary of State, State of Texas

10. n. The following Interagency Cooperation Contract with the Secretary of State, State of Texas, No. IAC(78-79)-0017, for the purpose of the purchase of books, materials, publications, etc., is entered for recording purposes.

Contract Number IAC(78-79)-0017
(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY

The Performing Agency: SECRETARY OF STATE, STATE OF TEXAS

II. STATEMENT OF SERVICES TO BE PERFORMED:

Purchase of books, materials, publications, documents, etc.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Cost of each item.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Six hundred dollars (\$600) for two year period.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed as needed.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1977, and shall terminate August 31, 1979 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Article 4413 (32) VCS and Appropriation Bill.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

TEXAS TECH UNIVERSITY

Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: _____

PERFORMING AGENCY

SECRETARY OF STATE, STATE OF TEXAS

Name of Agency

By: /s/ John F. Pettit
Authorized Signature

Title

Date: _____

EXAMINED and APPROVED this the 1st day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin 6/2/77

* * * * *

GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

11. a. Gifts and grants from private sources in the amount of \$714,082.17 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the period of April 1, 1977, through May 31, 1977. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) Gifts-in-Kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
334	351	\$ 692,650.57

2. Gifts-in-Kind to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
0	0	-0-

3. Gifts to athletic scholarship fund from Red Raider Club:

<u>Total</u>
\$ 21,431.60

Texas Tech University
 11. b. Gifts and Grants by Type of Donor and Geographic Area
 April 1, 1977 - May 31, 1977

	LUBBOCK		TEXAS		NATIONAL		TOTALS	
Type	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	170	\$ 545,385.21	71	\$ 12,674.50	24	\$ 18,096.74	265	\$ 576,156.45
B. Business and Industry	19	6,601.00	28	21,605.00	4	7,845.00	51	\$ 36,051.00
C. Foundations	1	50.00	2	200.00	9	11,735.00	12	\$ 11,985.00
D. Associations	18	66,543.00	2	1,200.00	2	140.00	22	\$ 67,883.00
E. Bequests	1	575.12	0	-0-	0	-0-	1	\$ 575.12
Totals	209	\$ 619,154.33	103	\$ 35,679.50	39	\$ 37,816.74	351	\$ 692,650.57
Year to Date 9/1/76 - 5/31/77	752	\$ 2,084,746.56	366	\$ 655,460.88	150	\$ 744,839.72	1,268	\$ 3,485,047.16
Fiscal Year Comparison 9/1/75 - 5/31/76	1,351	\$ 634,812.35	642	\$ 476,936.31	203	\$ 307,307.59	2,196	\$ 1,419,056.25

TEXAS TECH UNIVERSITY
 Gifts and Grants
 11. c. Fiscal Year/Monthly Comparison
 1974-75/1975-76/1976-77

<u>MONTH</u>	<u>NUMBER OF GIFTS</u>			<u>\$ AMOUNT</u>		
	1974-1975	1975-1976	1976-1977	1974-1975	1975-1976	1976-1977
SEPTEMBER	81	151	125	\$ 105,333.50	\$ 148,993.65	\$ 180,289.96
OCTOBER	200	163	147	94,172.91	100,724.47	1,273,139.03
NOVEMBER	86	179	198	149,854.66	129,225.05	211,404.39
DECEMBER	334	146	146	471,434.75	626,564.76	483,078.75
JANUARY	79	85	107	60,828.80	54,416.90	336,592.05
FEBRUARY	97	47	78	68,855.31	34,657.81	165,443.07
MARCH	390	831	116	50,078.07	158,349.17	142,449.34
APRIL	426	350	195	70,801.58	59,961.12	391,409.14
MAY	193	244	156	340,126.63	106,163.32	301,241.43
JUNE	87	106		74,217.00	328,053.64	
JULY	127	84		230,941.26	83,662.07	
AUGUST	<u>155</u>	<u>131</u>		<u>67,686.23</u>	<u>206,809.24</u>	
Totals	2,255	2,517		\$ 1,784,330.70	\$ 2,037,581.20	

11. d. Official Graduation List, May 13, 1977

11. e. Code of Student Affairs, Reference, Item M228, August 5, 1977.