

MEETING OF THE BOARD OF TRUSTEES OF
NEW FOUR YEAR STATE COLLEGE

ORIGINAL

Senate Committee Room 6, Senate Chamber
Olympia, Washington - October 11, 1967

Chairman Schmidt called the meeting to order at 3:15 p.m., and the Secretary called the roll; all members were present.

Others present were B. B. Brodin, Central Budget Agency; Robert Tjossem, Assistant Attorney General; Ralph Bowen, Deputy State Auditor; and Senator Harry B. Lewis, Liaison with the Temporary Advisory Council for Public Higher Education.

Members of the press: Leroy Hittle; Dale Nelson, Associated Press; Mike Layton, The Daily Olympian; Gordon Schultz, United Press International and The Lacey Leader.

7-25 On motion of Mr. Saunders, seconded by Mr. Camp, the reading of the minutes of the previous meeting was deferred.

Mr. Camp, reporting for the Personnel Selection Committee, recommended that Ward Bowden be engaged on a temporary part-time basis as the Interim Executive Director of the Board of Trustees with the understanding that his services are to be used when his time is not otherwise obligated in his position as Secretary of the Washington State Senate.

7-10 Mr. Camp moved the adoption of the report of the committee. The motion was seconded by Mr. Saunders and carried.

Mr. Camp reported further that he wished the whole Board to act as a Committee of the Whole to interview academic and administrative personnel.

Mr. Halvorson reporting for the Site Selection Committee said that the committee including all Board members had interviewed nine firms interested in doing a site selection study for the Board, and the character of the firms interviewed ranged in background from engineers, architects, researchers and educational planners. The recommendation of his committee was that Stanford Research Institute be employed.

He said that among the reasons for the committee's conclusion had been the long experience in this field of the Stanford Research Institute, its ability to do the job within the time-frame, and that it would be able to approach the study from a completely unbiased viewpoint.

He also pointed out that architectural firms would be reviewed soon again in reference to actual campus planning and building.

7-17 Mr. Halvorson moved that the report of the committee be adopted, that the Board authorize the submission of a contract in the amount of \$13,900, not including architecture, engineering or soil tests, to Stanford Research Institute, that the chairman and secretary be authorized to sign such a contract, and that payments for this work be made from operational funds appropriated to the Board of Trustees. The motion was seconded by Mr. Camp and carried.

Mr. Robert Tjossem, Assistant Attorney General assigned to the Board of Trustees, explained the reimbursement for expenses of Board members and recommended purchase of services of the State Personnel Board until such time as the Board of Trustees established personnel hiring and procedures.

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Mr. Tjossem also reported work being done on By-Laws for the use of the Board.

18 On motion of Mrs. Tourtellotte, seconded by Mr. Halvorson, Mr. Tjossem was asked to present a draft of By-Laws at the next meeting.

19 On motion of Mr. Saunders, seconded by Mr. Halvorson, the Interim Executive Director was authorized to hire necessary secretarial help with the understanding that any person hired would be notified in writing of the temporary nature of such position.

Mr. Ralph Bowen, Deputy State Auditor, outlined the benefits that the Board could derive from the Office of the State Auditor. In addition to post audit, which is required by law annually, his office offered pre audit counsel and advice. He also explained the new Audit of Management Performance.

The Executive Director was requested to consult with the Department of Personnel regarding hiring and to secure copies of audits of other state colleges for the information of the Board.

Chairman Schmidt reported that the Board had been assigned the use of Senate Committee Room 6 in the Senate Chamber until December 1, 1968. He also read a letter from the Grays Harbor Chamber of Commerce regarding site selection. *(Referenced)*

20 On motion of Mr. Camp, seconded by Mr. Halvorson, the Executive Director was asked to write a letter to the Grays Harbor Chamber of Commerce telling them of the actions of the Board of Trustees in respect to site selection.

21 On motion of Mr. Halvorson, seconded by Mr. Saunders, the Personnel Committee was instructed to hire a ^{physical} fiscal planning coordinator and a curriculum planner.

22 On motion of Mr. Saunders, seconded by Mr. Halvorson, the Personnel Committee was directed to proceed to survey the field of possible presidents for recommendation to the Board.

23 On motion of Mr. Camp, seconded by Mr. Halvorson, a Budget and Finance Committee was established with Mr. Saunders to serve as chairman.

24 On motion of Mr. Camp, seconded by Mrs. Tourtellotte, the Executive Director was instructed to secure a clipping service.

The Chairman reported on the meeting of the Joint Board of the State Colleges held September 23, 1967, in Seattle, which was attended by three members of this Board. The Joint Board is made up of the members of the Boards of Trustees of the four State Colleges (not the two Universities). They meet quarterly for exchange of views, and the next meeting will be December 2, 1967.

It was announced that Dr. William Gorman had been selected by the Stanford Research Institute to head up the study on site selection.

The Chairman expressed the thanks of the Board to Mr. Halvorson for his leadership in the matter of the site. It was recognized that his background and experience in this field had been invaluable.

The next meeting of the Board will be held on October 25, 1967, at 3:00 p.m. at the Hyatt House or Hilton Inn, with arrangements to be made by the Executive Director. Stanford Research Institute will present a preliminary report at that time.

The meeting adjourned at 4:22 p.m.

Approved:

Trueman L. Schmidt
TRUEMAN L. SCHMIDT, Chairman

Mrs. Neal Tourtellotte
MRS. NEAL TOURTELLOTTE, Secretary

file: Chem., Oct, 1967

A G R E E M E N T

Between the

Board of Trustees of the
NEW FOUR YEAR STATE COLLEGE

(hereinafter referred to as the board of trustees)

and

STANFORD RESEARCH INSTITUTE

(hereinafter referred to as the consultant)

WHEREAS, the 1967 legislature established a new four year state college; and

WHEREAS, the board of trustees of the new four year state college is required by section 4, chapter 47, Laws of 1967, to study, examine and select prior to December 1, 1967, a site in Thurston County within a radius of approximately ten miles of the city limits of the city of Olympia for the permanent location of the new four year state college;

NOW, THEREFORE, the parties mutually agree as follows:

I.

DUTIES OF CONSULTANT

The consultant agrees:

- (1) To undertake the preparation and development of a study and written report in accordance with the plan attached hereto, marked and referred to as Exhibit A. The study shall commence immediately and the consultant will present to the board not later than November 29, 1967, a preliminary report of their findings and recommendations.

The criteria for determining the best permanent location of the new four year state college shall include, but not be limited to:

(a) The legal requirements of section 4, chapter 47, Laws of 1967, which are namely that:

(i) The site must be within a radius of approximately ten miles of the city of Olympia; and

(ii) That the site cannot contain less than approximately 600 acres;

(b) Topography;

(c) Cost of obtaining utilities;

(d) Cost of site development (for access and capital projects);

(e) Shape;

(f) Transportation;

(g) Cost of the land;

(h) Ease of acquisition;

(i) Drainage;

(j) Fire protection;

(k) Factors noted in Exhibit A attached hereto; and

(l) Any other pertinent factor.

PROVIDED, That the cost of investigating, engineering and/or site soil tests to determine the relative cost of site development and the drainage characteristics of each site which the consultant deems otherwise suitable as a candidate for the permanent location of the new four year state college shall be born by the board of trustees and shall be utilized by the consultant in its evaluations; PROVIDED, FURTHER, That the final written report by the consultant shall include any such engineering reports and/or soil tests;

PROVIDED, FURTHER, That the consultant will not be in breach of this agreement if such investigation and/or work, which is authorized by the board of trustees, cannot be completed in time to be utilized by the consultant in making its preliminary report by November 29, 1967;

(3) To contract with and/or employ any individuals or companies which are necessary to make the aforesaid study and report;

(4) To attend all meetings and conferences which are called by the board of trustees on or before December 15, 1967, in regard to the selection of a site for the new four year state college;

(5) To submit a final written report, as called for by Exhibit A and this agreement on or before the 23rd day of December, 1967;

(6) Not to disclose any of its findings or recommendations without the written consent of the board of trustees.

II.

DUTIES OF THE BOARD OF TRUSTEES

For the performance of the service outlined in section I, supra, the board of trustees agrees to pay the consultant \$13,900 in the following manner:

(1) Twenty-five percent to be paid on November 1, 1967;

(2) Fifty percent to be paid upon the presentation of the preliminary report by the consultant; and

(3) Twenty-five percent to be paid upon the completion and submission of the written report.

The board of trustees agrees to provide the consultant with all information available in the form of programs and projections, maps and other surveys necessary to facilitate the studies hereinabove described.

III.

TERMINATION

It is mutually agreed that this agreement may be terminated by either party upon giving thirty days' notice in writing to the other party. If the contract is terminated for any reason, all reports and data gathered by the consultant prior to termination shall, at the option of the board of trustees, become its property.

If the board of trustees terminates this agreement due to a breach of the agreement by the consultant, the consultant shall remain liable to the board of trustees for all damages sustained by it and the board may withhold any payments to the consultant for the purposes of set-off until the exact amount of damages is determined.

IV.

INDEMNIFICATION

The consultant shall perform all services as an independent contractor and it shall not be considered an agent or agency of the board of trustees.

Any and all claims that might arise under the Workmen's Compensation Act on behalf of the consultant or other persons while engaged in the performance of the duties and services contemplated, and any and all claims that might be made by any third person as a result of any act or failure to act, shall be the consultant's sole obligation and the consultant shall indemnify the board of trustees and college and hold them harmless from any liability for any act or failure to act on the part of the consultant.

V.


VERBAL AGREEMENTS

It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be

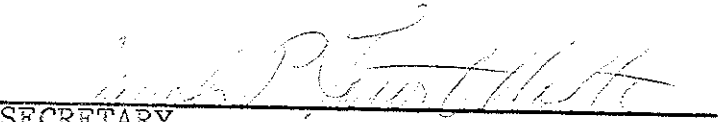
valid unless made in writing and signed by the parties thereto and that no oral understandings or agreements not incorporated herein, or no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding.

IN WITNESS WHEREOF, the board of trustees and the consultant have executed this agreement of five pages as of October 25th, 1967.

DATED at Washington, D.C., Washington, this 25th day of October, 1967.


STANFORD RESEARCH INSTITUTE
C. F. Hilly, Jr.
Director, Contract Relations


CHAIRMAN


SECRETARY