

MEETING OF THE BOARD OF TRUSTEES
OF THE EVERGREEN STATE COLLEGE

Friday, July 30, 1971 - 10:30 AM
The Evergreen State College Campus

The meeting of the Board of Trustees was called to order by Chairman Tourtellotte at 10:40 AM.

Trustees Present: Herbert D. Hadley
Halvor M. Halvorson
Al E. Saunders
Trueman L. Schmidt
Janet P. Tourtellotte

Staff Present: Dean E. Clabaugh, Vice President for Business
David G. Barry, Vice President and Provost
Donald G. Humphrey, Dean of Natural Sciences and
Mathematics
Jerry L. Schillinger, Director of Facilities Planning
Charles B. Teske, Dean of Humanities and Arts

Others Present: Phillip Brown, The Bumgardner Partnership
A. O. Bumgardner, The Bumgardner Partnership
Al Dreyer, The Bumgardner Partnership
D. E. Thomas, Zesbaugh Inc.
Robert L. Zesbaugh, Zesbaugh Inc.

Motions

71-53 Mr. Saunders moved approval of the minutes of the June 25, 1971, meeting as submitted. Seconded by Mr. Schmidt and passed.

71-54 Mr. Schmidt moved approval of the minutes of the July 2, 1971, meeting as distributed. Seconded by Mr. Saunders and passed.

A. O. Bumgardner presented the design development of the Seminar Building.

71-55 Mr. Halvorson moved approval of design development presented by the Bumgardner Partnership for the Seminar Building, and direction for the architect to proceed to working drawings subject to approval by and further input of the Division of Engineering and Architecture and the college staff. Seconded by Mr. Saunders and passed.

The staff recommended acceptance of the low bid by Sellen Construction Company for the Science Laboratories, Phase I. Mr. Halvorson asked that the staff prepare a report for the trustees outlining reasons for disqualification of Montgomery elevators.

71-56 Mr. Halvorson moved that, following the formal withdrawal of Jones and Roberts, low bidder on Science Laboratories, Phase I, the college accept the following second low bid by Sellen Construction Company of Seattle for Science Laboratories, Phase I:

Base bid	\$2,710,000
Alternate A-2-c (Westinghouse elevators)	82,500
Alternate M-1-b (Johnson Service temperature controls)	43,000
Alternate E-1 (TV and audio cable)	15,500
Total	\$2,851,000

Seconded by Mr. Saunders and passed.

Mr. Clabaugh reported that Quinton-Budlong and the college staff recommended acceptance of the Air Structure base bid and alternate I. Mr. D. E. Thomas and Mr. R. L. Zesbaugh, both of Zesbaugh, Inc., were present to express their concerns regarding selection of alternate I.

71-57 Mr. Halvorson moved acceptance of the base bid only by Lincoln Construction Company, Spanaway, Washington, for the Air Structure (plastic bubble) for \$144,566 and that Quinton-Budlong thoroughly study and prepare a written report, with recommendations, prior to the next Board meeting regarding the material to be used for the Air Structure. Seconded by Mr. Schmidt and passed.

Mr. D. E. Thomas requested that the report be made available to Zesbaugh, Inc.

Mr. Clabaugh advised the Trustees that three recently passed motions needed amending: (1) refund to veterans of a prorata portion of tuition and fees - amended to include child, wife or widow of veteran; (2) realignment of parkway - amended to eliminate limitation that college be authorized to pay only half of necessary expenditures and to include approval of change orders; (3) interim financing for fall 1971 supplemental housing - change in language in security agreement required by the National Bank of Commerce legal counsel.

71-58 Mr. Hadley moved that motion 71-48, adopted by the Board of Trustees at its July 2, 1971, meeting be amended to read as follows:

The Evergreen State College hereby adopts and maintains a policy, applicable only for that quarter or those quarters at the beginning of which the college has not received notice of its recognition by the Commission on Higher Schools of the Northwest Association of Secondary and Higher Schools as a "candidate for accreditation," for the refund of the unused portion of tuition, fees, and other charges in the event a Veterans Administration beneficiary attending the college fails to enter the educational program or withdraws or is discontinued therefrom at any time prior to completion and should this contingency happen, the amount charged to the such beneficiary for tuition, fees, and other charges for a portion of the educational program shall not exceed the approximate prorata portion of the total charges for tuition, fees, and other charges that the length of the completed portion of the educational program bears to its total length. For the purposes of this resolution,

the term "Veterans Administration beneficiary" means only a person who is or has been on active federal service as a member of the armed military or naval forces of the United States, or the child, wife or widow of such person, for whom the college must meet the requirements of Veterans Administration Regulation 14254 in order to qualify him for educational assistance by the Veterans Administration.

Seconded by Mr. Halvorson and passed.

71-59

Mr. Halvorson moved to amend motion 71-41, passed at the June 25, 1971, meeting to read as follows: That the Board approve the necessary change orders to realign "A" Road to interact with the Kaiser Road to the north, which Kaiser Road will be widened to four lanes by Thurston County, at an estimated cost to the college of \$56,000. Seconded by Mr. Hadley and passed.

71-60

Mr. Saunders moved that motion 71-52, passed at the July 2, 1971, meeting be rescinded and that the attached resolution, entitled "A Resolution of the Board of Trustees of The Evergreen State College authorizing interim financing for Fall 1971 Supplemental Housing and accepting an offer therefor" be adopted. Seconded by Mr. Halvorson. Motion as amended passed.

Mr. Clabaugh recommended approval of the contract between Thurston County Fire District No. 9 and the college.

71-61

Mr. Saunders moved that the Board of Trustees approve the Inter-local Cooperation Act agreement between the college and Thurston County Fire District No. 9 for college fire protection, and that the chairman and secretary of the Board of Trustees be authorized to execute the agreement on behalf of the college. Seconded by Mr. Halvorson and passed.

Mr. Humphrey discussed the background of the ten-year lease agreement with the Department of Game which was before the Board. Mr. Barry endorsed the project fully.

71-62

Mr. Hadley moved approval of the agreement attached to these minutes by and between the State Department of Game and the college and that the chairman and secretary of the Board be authorized to sign the agreement on behalf of the college. Seconded by Mr. Saunders and passed. (Luh House)

Mr. Clabaugh proposed amendments to the Board of Trustees' bylaws. Mr. Hadley asked for a report as to what procedures other institutions follow with regard to delegation of day-to-day contracts.

71-63

Mr. Saunders moved that, in accordance with the procedures for amendment to Board of Trustees' bylaws as set out in Article VI thereof, the following amendments to the bylaws be proposed at this July 30, 1971, meeting for final adoption at the next regular meeting of the Board:

Article II, Section 3. Public Meetings; Executive Sessions. Meetings of the Board of Trustees shall be open to the public except in executive sessions. Executive sessions shall be

held only for the following purposes: selection of a site or the purchase of real estate, when publicity regarding such consideration would cause a likelihood of increased price; and appointment, employment or dismissal of an employee or hearing complaints or charges brought against an employee by another person unless such employee requests a public hearing.

Article IV, Sec. 1. Chairman and Vice-Chairman. The Chairman of the Board of Trustees shall preside at meetings of the Board of Trustees. In the event of his absence or inability to act, the Vice-Chairman shall preside.

In case of the absence of the Chairman and Vice-Chairman from any meeting of the Board of Trustees, the Chairman shall appoint a Board member to preside at the meeting.

The Chairman of the Board and the Vice-Chairman are severally authorized with the Secretary, on behalf of the Board of Trustees, to execute, and except where express authority has been elsewhere conferred by law, or by rule, order or resolution of the Board of Trustees, shall execute, on behalf of the Board of Trustees, all deeds, real property leases, notes, mortgages, deeds of trust, bonds indentures, warrants, undertakings, powers of attorney, releases and satisfactions of mortgages and indebtednesses, reconveyances under deeds of trust and all other releases, when the same have been authorized to be executed by the Board of Trustees.

Except when specifically authorized by the Board of Trustees, no Trustee may make or enter into any contract on behalf of The Evergreen State College.

Article IV, Sec. 2. The Secretary shall record and keep the minutes of the meetings and proceedings of the Board of Trustees. The Secretary is authorized, with the Chairman or Vice-Chairman of the Board of Trustees, on behalf of the Board of Trustees, to execute or to attest all deeds, real property leases, notes, mortgages, deeds of trust, bond indentures, warrants, undertakings, powers of attorney, releases and satisfactions of mortgages and indebtednesses, reconveyances under deeds of trust, and all other releases, when the same have been authorized to be executed by order of the Board of Trustees.

Article IV, Sec. 5. Claims and Expenses. All valid claims against and expenses of The Evergreen State College shall be paid on vouchers approved by the President or his designee in accordance with budgets approved by the Board of Trustees.

Article IV, Sec. 7. Delegation of Powers and Duties to President. Except as limited by law, these bylaws, or specific actions of the Board of Trustees to the contrary, the Board of Trustees may, by resolution, delegate powers and duties to the President or his designee or to other employees of the College.

Seconded by Mr. Schmidt and passed.

Mr. Clabaugh reported a need for formal action to approve a change in scope to the Site Improvements project.

71-64

Mr. Halvorson moved approval of a change in scope to the Site Improvements project to reshape and provide erosion control on the cut slopes of the drainage ditch north of Road "A," such change in scope not to exceed a total cost of \$32,285. Seconded by Mr. Schmidt and passed.

Mr. Clabaugh reported that a financial consultant representative will be in attendance at the next Board meeting.

An agreement between The Evergreen State College and the Department of Social and Health Services was presented to the Board for information, followed by discussion.

Mrs. Tourtellotte reminded the Board that it is Evergreen's turn to take leadership of the Joint Boards of Trustees meetings for a two-year period and suggested a possible meeting in the fall.

Mr. Schillinger introduced a letter from the State Fire Marshal regarding use and occupancy of the Air Structure.


71-65

Mr. Halvorson moved that the award of the entire Air Structure bid be withheld pending further input and investigation. Seconded by Mr. Hadley and passed.

The next meeting is set for August 26. Mr. Hadley asked that an Assistant Attorney General be present at this meeting.

Meeting adjourned at 1:35 PM.


MRS. NEAL TOURTELLOTTE, Chairman


AL E. SAUNDERS, Secretary

Attachment

A RESOLUTION of the Board of Trustees of The Evergreen State College
authorizing interim financing for Fall 1971 Supplemental Housing
and accepting an offer therefor.

WHEREAS, The Evergreen State College, an institution of higher learning of the State of Washington, hereinafter referred to as the "College", is undertaking a construction project at its Olympia, Washington campus consisting of nineteen duplex residential units and a laundry building to house approximately 152 students, and the appurtenant furnishing, equipment and facilities thereof, which residential units and laundry building are hereinafter referred to as "Fall 1971 Supplemental Housing" or "this project"; and

WHEREAS, Application has been filed by the College with the United States of America, acting through the Department of Housing and Urban Development, for a loan or interest subsidy to provide financing for this project, but it is not known at this time whether the federal loan or interest subsidy will be obtained, and in any event because of federal practice, it will not produce funds until the construction of this project is substantially or totally completed, and since if financing assistance from the federal government is not obtained, it will be necessary for the college to obtain long term financing of this project without federal assistance, and in order to initiate construction and to have the project ready for occupancy and use beginning with the fall term of 1971, as is necessary, the college now requires interim financing and has received the offer which is set forth below:

NOW, THEREFORE, BE IT RESOLVED, By the Board of Trustees of The
Evergreen State College:

1. In order to provide interim financing to pay the cost of construction, equipping and betterment of Fall 1971 Supplemental Housing and any cost of other appurtenances necessary for the construction and equipping of this project, the college will borrow the sum of \$792,000.00 through the issuance of a note or notes in accordance with the terms of the offer set forth below. The College agrees to go forward with the construction and equipping of this project as soon as practicable, and to complete it as soon as reasonably practicable. The note or notes issued shall be paid from the proceeds of the sale of bonds issued for long term financing, or, if long term bond financing is not available at the maturity of the note or notes now to be issued, from the proceeds of the sale of another series of notes or from issuance of other evidences of indebtedness, which series of notes or other evidences of indebtedness may be secured by and payments thereon made from the net revenues or receivables of The Evergreen State College Housing Fund.

2. The offer submitted by the National Bank of Commerce of Seattle, Olympia Branch, as follows, is hereby accepted; Provided, however, that upon mutual agreement of the College and the National Bank of Commerce, Olympia Branch, unused loan proceeds may be invested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government, rather than in time certificates of deposit issued by the bank.

The National Bank of Commerce of Seattle hereby offers to provide interim construction and equipment funds for Fall 1971 Supplemental College Housing for The Evergreen State College in an amount not exceeding \$792,000.00.

The debt must be evidenced by proper legal documents, satisfying requirements for tax exempt status of debt, approved by the Board of Trustees of The Evergreen State College and signed by the chairman and secretary thereof with evidence of the borrower's authority to incur such obligation. All documentation subject to approval by bank's legal counsel. The maturity of such evidences of debt will not be later than December 31, 1971. The debt may be paid at any time prior to December 31, 1971, and the rate on the moneys advanced will be at 3.75 percent per annum true interest.

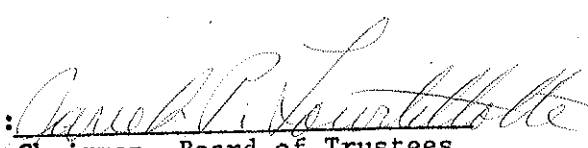
It is understood that the unused loan proceeds will be invested in this bank in time certificates of deposit, maturing in accordance with the present or any revised schedule of contractor disbursements. This bank will satisfy all requirements as a depository of state funds for time certificates of deposit issued by it.

3. The Chairman and the Secretary of the Board of Trustees of the College are hereby authorized on behalf of the College to execute loan agreements and notes or other obligations which are necessary or desirable to consummate and implement the interim borrowing and to secure the same by granting a security interest in The Evergreen State College ^{Housing} 1971 Construction Account and in The Evergreen State College Housing Fund and any and all moneys now or hereafter deposited therein or received therefor. Such loan agreements, notes or other obligations shall be consistent with the above-described offer and its acceptance. The Chairman and the Secretary of the Board of Trustees of the College are also authorized to take any other action required or desirable under the terms of the offer including the directing of the College Controller to invest the loan proceeds not immediately used, where the moneys are in excess of immediate requirements, in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government; Provided, that

such investments are subject to liquidation on or near the dates estimated disbursements on account of this project are to be made and in such amounts as are estimated to be required on such dates; it being understood that the National Bank of Commerce of Seattle, Olympia Branch, will satisfy all requirements of law as a depository of these state funds.

ADOPTED at a meeting of the Board of Trustees of The Evergreen State College after notice thereof duly and regularly given as required by law at Olympia, Washington, this 30th day of July, 1971.

THE EVERGREEN STATE COLLEGE

By: 
Chairman, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

AGREEMENT

(INTERLOCAL COOPERATION ACT AGREEMENT)

AGREEMENT, made and entered into this 30th day of July, 1971
and between THE EVERGREEN STATE COLLEGE, Olympia, Washington, hereinafter referred
as the "College" and THURSTON COUNTY FIRE DISTRICT NO. 9, Thurston County,
Washington, hereinafter referred to as the "District",

WITNESSETH:

THAT, the College desires to engage the District, because of its professional
abilities and experience in fire protection and the location of the College
therein, to provide fire protection services to the College; and

THAT, The State of Washington has, through Chapter 24, Laws of 1969, provided for
contracting by state colleges for fire protection services:

THEREFORE,

PARTIES HERETO do mutually agree as follows:

I. SCOPE OF SERVICE AND RESPONSIBILITIES OF THE DISTRICT

District shall:

1. Provide professional personnel employed by the District to organize, supervise and operate a fire protection service on the campus of the College staffed by a full-time fireman and/or officer twenty-four hours per day.
2. Provide satisfactory training in fire protection as required by the State Board of Vocational Education Fire Training Program and first aid to volunteer firemen assigned to protection of the College.
3. Inspect and test College building fire protection facilities and equipment as required.
4. Provide a 1,500 gallons per minute pumper fire truck apparatus to be purchased from L. N. Curtis, Inc., Seattle, Washington.
5. Cooperate with officials of the College in all aspects of fire protection.
6. Make reports and recommendations to the College concerning fire protection.
7. Provide back-up facilities and personnel as required to assist in response to fire alarms.
8. Enter into or extend mutual aid agreements with the fire departments of Olympia and Tumwater and other fire protection districts for the protection of the College.
9. Determine the extent of off-campus use of fire protection equipment and personnel assigned to the College.
10. Select, properly train as noted in item 2 above, supervise and compensate ten students from the College to act as firemen for the District.

II. SCOPE OF SERVICE AND RESPONSIBILITIES OF THE COLLEGE

College shall:

1. Provide office, living and equipment storage space for District operations on the College campus.
2. Provide tools, materials, clothing and miscellaneous equipment for District fire protection of the College.
3. Provide College alarm and building protection systems as needed.
4. Provide transportation and travel within Thurston County for business related to College fire protection.
5. Provide travel outside the Thurston County for business related to College fire protection when prior written approval is obtained from the College Director of Plant Operations.
6. Review with the District the backgrounds and capabilities of full-time District employees to be assigned to the College prior to actual assignment.
7. Cooperate with officials of the District in all aspects of fire protection.
8. Provide secretarial services to District personnel assigned for College fire protection.

III. COMPENSATION

consideration of the District's performance of the scope of service and responsibilities,

The College agrees to pay the District \$118,000.00 for the period beginning the effective date of this agreement and ending June 30, 1972, and \$67,000.00 for the year beginning July 1, 1972, and ending June 30, 1973, for the following:

1. Fire equipment and apparatus, including a 1500 gpm pumper fire truck.
2. Compensation of and benefits for volunteer firemen.
3. Compensation of and benefits for full-time district firemen assigned to the College.
4. One-third of the Fire Chief's salary.
5. Travel in accordance with section II, paragraphs 4 and 5, above.

B. Expenses incurred by the District in performance of its responsibilities shall be paid for each period specified in A above, at the beginning of the respective period. Detailed description of expenses incurred shall be submitted each quarter by the District to the College.

IV. TERMINATION

It is mutually agreed that this agreement may be terminated by either party upon thirty days notice in writing to the other party, but in any event, this agreement shall terminate automatically on June 30, 1973, but may be extended by mutual agreement. If the contract is terminated for any reason prior to June 30, (1) all reports and data gathered and equipment purchased by the District under this contract prior to termination shall, at the option of the College, become the property of the College, and (2) the District shall return to the College the balance of unexpended funds paid to it under section III, above.

V. STATUS OF THE COLLEGE AND THE DISTRICT

The College and the District shall each perform all services and carry out responsibilities under the terms of this agreement as independent agencies and neither shall by virtue of this agreement be considered an agent or agency of the other.

VI. JOINT BOARD FOR ADMINISTRATION

The College and the District shall each designate one person, both of which then shall constitute the joint board for implementation and proper administration of this agreement for the accomplishment of the purposes set forth herein.

VII. 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 hereto 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.

WITNESS WHEREOF, The College and the District have executed this agreement on this 30th day of July, 1971.

Leon E. Duvall
Commissioner, Thurston County Fire District No. 9

Ben H. Roesch
Commissioner, Thurston County Fire District No. 9

Morris L. Payne
Commissioner, Thurston County Fire District No. 9

Charles P. Tourbillotte
Chairman, Board of Trustees
The Evergreen State College

Attest:

[Signature]
Secretary, Board of Trustees
The Evergreen State College

A G R E E M E N T

THIS INDENTURE, made and entered into this 30th day of July, 1971, by and between THE STATE OF WASHINGTON, THE DEPARTMENT OF GAME, hereinafter referred to as "the Department", and EVERGREEN STATE COLLEGE, hereinafter referred to as "the College",

WITNESSETH

That for and in consideration of the covenants and agreements contained herein, and for rentals reserved herein, the Department does hereby permit the College use of the following described premises, situate in THURSTON County, State of Washington, to-wit:

Township 19 North, Range 1 East W. M., Section 30 *(Luhr House + Property*

Beginning at the Northwest corner of Government Lot 3; thence South 87°35'27" East along the North boundary of said Government Lot 3 a distance of 1205.0 feet to the TRUE POINT OF BEGINNING; thence continuing South 87°35'27" East along the North boundary of said Government Lot 3 a distance of 360 feet, more or less, to the Government Meander Line; thence Southerly along said Government Meander Line to a point which bears South 87°35'27" East from the Southeast corner of a tract conveyed to James H. Sutton et ux by deed dated December 6, 1962 and recorded under Auditor's File No. 669845; thence North 87°35'27" West to the Southeast corner of said Sutton tract; thence North 43°41'37" East along the Easterly line of said Sutton tract a distance of 133.06 feet; thence North 15°48'41" East a distance of 395.64 feet; thence North 9°58'52" West a distance of 81.15 feet; thence North 87°35'27" West a distance of 223.42 feet; thence South 2°22'04" West a distance of 220.0 feet; thence North 87°35'27" West a distance of 55.0 feet; thence North 2°22'04" East a distance of 60.0 feet; thence North 14°27'55" East a distance of 71.58 feet; thence North 2°22'04" East a distance of 90.0 feet; thence North 87°35'27" West a distance of 60.0 feet; thence North 69°09'21" West a distance of 94.87 feet to the Southerly margin of the county road known as D'Milluhr road; thence East along said Southerly margin a distance of 90.0 feet; thence North 30 feet to the TRUE POINT OF BEGINNING.

ALSO, all tidelands of the second class situated in front of, adjacent to, or abutting upon the North 450 feet of Government Lot 3, Section 30, Township 19 North, Range 1 East W. M. owned by the Grantors.

SUBJECT TO THE FOLLOWING MUTUALLY AGREED TERMS AND CONDITIONS:

1. TERM: The term of this agreement shall be Ten (10) years, beginning July 1, 1971 and ending June 30, 1981, provided that the Department may cancel this agreement after the first Four (4) years by giving the College One (1) year's written notice.

2. RENEWAL: Following the initial Ten (10) year period, the Department will consider renewal subject to review of past use. Based thereon, the Department reserves the right to renegotiate the terms and conditions of a new agreement with the College.
3. RENTAL: As rental for use of the premises, the College shall maintain the existing structures, and improvements it makes to said structures, as hereinafter provided for, to a standard it normally maintains its educational facilities and shall guarantee the security of said buildings and structures. Further, the College shall reserve and maintain one office space with a minimum of One Hundred (100) square feet of floor space for use by the Department.
4. PURPOSE OF AGREEMENT: The College is granted the right to use the premises (land and improvements) for purposes of educational and related activities, to include but not be limited to the following:
 - a. To maintain research facilities for undergraduate, graduate, faculty, and guest scientist study of ecological aspects of the Nisqually river delta region,
 - b. To develop an interpretive center on the site to be opened at specified times to inform the public about the natural history of the Nisqually river and its delta, and
 - c. The College may utilize the premises as a base for development and accomplishment of similar programs with public school districts in the College's service area.
5. RIGHT TO IMPROVE PREMISES: The College shall have the right to alter, remodel, and improve the existing buildings to the extent the College's purposes are served. Any such structural alterations and improvements shall attach to the buildings and, in the event of cancellation of this agreement, shall become property of the Department. The College may make improvements to the ground, such as leveling and grading. The College shall construct a chain-link fence and gate to separate the building area from the remaining property to the north. The fence shall be located on a line not more than Five (5) feet northerly of the house. All vehicles associated with College use shall be parked southerly of said fence. The College shall remove and salvage or destroy

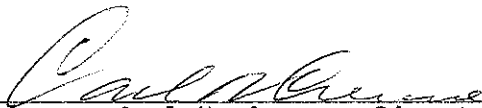
5. RIGHT TO IMPROVE PREMISES, continued
the two cabins on the property. The College shall repair and maintain the log and concrete bulkheads. The College shall submit plans and/or designs for all structural alterations and improvements to the buildings and grounds to the Department and shall not proceed with such developments until written approval is given by the Department. The investment made by the College in capital improvement of the facility during the first year of this agreement shall be prorated over the ten-year use period and, in the event of cancellation, the College shall be reimbursed for the remaining years following such cancellation.
6. RIGHT TO IMPOSE AND COLLECT FEES: The College may impose and collect fees, as it does for other educational activities that are related to the premises, for administration and operation costs and to defray improvement and maintenance costs of the facility. If such collections exceed capital investment and operating and maintenance expense, the surplus of such funds shall be conveyed to the Department as follows:
 - a. The College shall report to the Department on the first anniversary of this agreement and on the fourth, seventh, and tenth anniversaries thereafter the record of revenues and expenditures experienced.
 - b. The College shall transmit any surplus of funds to the Department on the tenth and final anniversary of this agreement.
7. RESTRICTIONS OF USE: The College shall pay all the utility charges incurred in use and occupancy of the premises and shall suffer or permit no liens or assessments of any kind or nature to attach to the premises. The College shall not cut or remove any trees except those necessary in construction of ground improvements. The College shall not permit commercial use of any kind.
8. COMPLIANCE - OTHER AGENCIES AND LAWS: The College shall comply with all laws and all rules and regulations made thereunder by other agencies and government jurisdictions pertaining to public safety, health and sanitation, fire, fire abatement, and building codes. The College shall

8. COMPLIANCE - OTHER AGENCIES AND LAWS, continued
permit no unlawful acts or activities to be committed on the premises by its agents, licensees, or permittees.
9. ASSIGNMENT: The College may assign to third parties all or any part of the rights and privileges set forth in this agreement, provided such assignments are in consonance with the intent and purpose of this agreement. Any other assignment shall be with written approval of the Department.
10. SURRENDER OF PREMISES: In the event of cancellation of this agreement by either party, as herein provided, and at termination of this agreement, the College shall vacate and deliver up the premises in as good or better condition as at time of occupancy, reasonable wear and tear and damage by the elements excepted. Upon cancellation or termination, the College shall have the right for a period of One (1) year from date of notice of cancellation or termination to remove all furnishings, attachments, and fixtures from the premises, except improvements made to structures or grounds. Any such furnishings, attachments, and fixtures not removed by the College at end of the removal period become the property of the Department without further process.
11. RESERVATION OF PUBLIC USE: Public use of the premises lying north-erly of the area separation fence for access to the beach and the launching of boats is reserved. The College agrees to cooperate with the State to provide that this use is not hindered.
12. CANCELLATION: The College shall have the right to cancel this agree-ment at any time by giving notice of cancellation, in writing, to the Department. The Department reserves the right to cancel this agreement as set forth in paragraph 1.

IN WITNESS WHEREOF, the College and the Department have signed this agreement
this 30th day of July, 1971.

THE STATE OF WASHINGTON, THE DEPARTMENT OF GAME

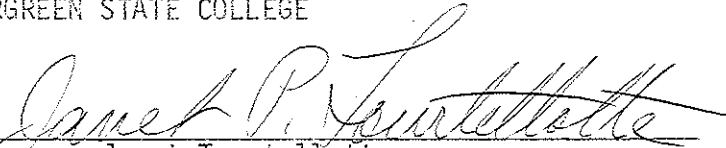
By



Carl N. Crouse, Director


EVERGREEN STATE COLLEGE

By



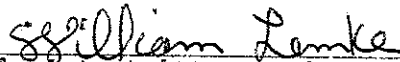
Janet Tourtellotte
Chairman, Board of Trustees

ATTEST



Al E. Saunders
Secretary, Board of Trustees
Evergreen State College

APPROVED AS TO FORM:



Assistant Attorney General