

MEETING OF THE BOARD OF TRUSTEES
OF THE EVERGREEN STATE COLLEGE

Thursday, May 18, 1972 - 10 AM
The Evergreen State College campus
Daniel J. Evans Library

The meeting was called to order by Chairman Tourtellotte at 10:05 AM.

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

Staff Present: Charles J. McCann, President
Edward Joseph Shoben, Jr., Executive Vice President
Dean E. Clabaugh, Vice President for Business
Richard Q. Nichols, Director of Information Services
& Publications
Mervyn L. Cadwallader, Academic Dean
Kenneth M. Winkley, Controller
James F. Holly, Dean of Library Services
David J. Carnahan, Associate Dean of Library Services
R. A. Hoffman, Director of Business Services
William A. Phipps, Administrative Architect
Rita M. Brackenbush, Secretary

Others: William D. Kenworthy, ARA Slater
Richard M. Montecucco, Assistant Attorney General
Alice Watts, The Daily Olympian
Charlotte Withrow, Secretary
See Permanent record for list of students attending

Motions

72-34

Mr. Schmidt moved correction as follows and approval of the minutes of the April 13, 1972 meeting. Seconded by Mr. Halvorson and passed.

Motion No. 72-24 - delete: "with Mr. Hadley abstaining."

Motion No. 72-30 - change "directed" to "moved that".

President McCann reported regarding faculty and student recruitment for fall 1972.

Charlie Stephens presented background information on a bussing proposal for next year for a bus from the College to Olympia. He explained problems encountered this quarter; outlined some of the proposals the group is considering for next year; and asked the Board members for suggestions and recommendations. The bussing group will present its formal request to the Board next month.

Dean Cadwallader reported on plans for evaluation of Evergreen's first year during the week of June 9 - 15.

Controller Winkley presented the financial status report as of April 30, 1972, and outlined the interrelationship among the funds, programs, and other elements.

President McCann requested Board approval of an addendum to the agreement with the Thurston County Fire District # 9.

12-35 Mr. Hadley moved that the attached addendum to the June 30, 1971 agreement between The Evergreen State College and Thurston County Fire District No. 9 be approved and that the Chairman and Secretary be authorized to sign the addendum. Seconded by Mr. Schmidt and passed.

Dean Holly explained the library circulation policy that will be brought to the next meeting for a public hearing under the Administrative Procedures Act.

Director of Business Services Hoffman requested Board approval of the lease between the College and the South Sound National Bank.

12-36 Mr. Hadley moved that the attached lease between The Evergreen State College and the South Sound National Bank be approved and that the Vice President for Business be authorized to sign the lease on behalf of the college. Seconded by Mr. Schmidt and carried.

Meeting was recessed at 11:55 AM until 2:10 PM.

Mr. Hoffman presented the report of the DTF on Food Services, and recommended that the College negotiate an amendment to ARA Slater's present contract incorporating the items in the report and extend the contract for one year. The DTF will have a firm contract for Board's approval and review at the next meeting.

Mr. Hadley made several motions for the record: To advertise locally and in King, Thurston, and Pierce counties to see if anyone is interested in the food service contract at Evergreen; to give ARA Slater 60 days termination notice; and to direct that staff immediately solicit new bids for next year. Each motion died for lack of a second.

Mrs. Tourtellotte and Mr. Hadley reported on the meeting of the Association of Governing Boards of Colleges and Universities held in Boston April 23 - 25.

A discussion was held regarding the liability insurance for Board members.

Mr. Phipps reviewed the building progress.

Mr. Clabaugh informed the Board regarding Adult Student Housing, Inc. developments.

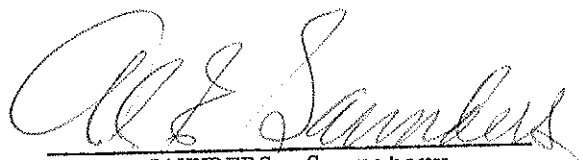
The Board requested that recommendations and plans for permanent housing be brought to the next meeting.

President McCann advised that graduation ceremonies will be Friday, June 2 at 7 PM with 21 students graduating.

The next meeting was set for June 8, 1972.

Meeting adjourned at 3:50 PM.


MRS. NEAL TOURTELLOTTE, Chairman


AL E. SAUNDERS, Secretary

Attachments

ADDENDUM TO AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 1972, by and between THE EVERGREEN STATE COLLEGE, Olympia, Washington, hereinafter referred to as the "College" and THURSTON COUNTY FIRE DISTRICT NO. 9, Thurston County, Washington, hereinafter referred to as the "District",

WITNESSETH:

WHEREAS, on July 30, 1971, Thurston County Fire Protection District No. 9, entered into an agreement with The Evergreen State College whereby the district agreed to furnish fire protection to the college and the college agreed to pay for said protection, and WHEREAS, as a part of said agreement the district agreed to

"select, properly train, supervise and compensate ten students from the college to act as firemen for the district," and

WHEREAS, Thurston County Fire Protection District No. 9 has adopted its resolution No. 48, supplementing the terms of said agreement, NOW, THEREFORE,

IT IS HEREBY AGREED:

1. The terms of resolution No. 48 adopted by Thurston County Fire Protection District No. 9 are hereby adopted.

2. The district will provide to the students from The Evergreen State College who serve as firemen for the district pursuant to the terms of the above-stated agreement, while on duty and in lieu of compensation, necessary meals not exceeding three meals per fireman per day. If the district at any time for any reason cannot supply such meal service, the district will make an equivalent cash reimbursement to each such fireman for his actual and necessary cost of said meal not exceeding \$3.00 per meal, and not exceeding a total of \$30.00 per week per fireman, to be reimbursed on individual vouchers submitted by each such fireman.

3. The district will continue to cause said meals to be furnished through the facilities of The Evergreen State College whenever possible, and will pay for said service at

the regularly established rates charged by the college for such food service furnished to students, up to a maximum total of nineteen such meals per week for all such student firemen.

IN WITNESS WHEREOF the college and the district have executed this Addendum to Agreement this 18th day of May, 1972.

Commissioner, Thurston County Fire
Protection District No. 9

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Protection District No. 9

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Protection District No. 9

James P. Lantto
Chairman, Board of Trustees
The Evergreen State College

Attest:

R. J. Saunders
Secretary, Board of Trustees
The Evergreen State College

Approved as to Form Only

11th day of April 1972

SLADE GOBTON
Attorney General

(By Richard H. M. [unclear])
Assistant Attorney General

THE EVERGREEN STATE COLLEGE
Olympia, Washington 98505

SOUTH SOUND NATIONAL BANK
701 South Sound Boulevard
Lacey, Washington 98501

LEASE

THIS LEASE, made and entered into this 1st day of December, 1971, by and between THE EVERGREEN STATE COLLEGE, organized and operated under the laws of the State of Washington, hereinafter called Lessor, and the SOUTH SOUND NATIONAL BANK, a banking corporation hereinafter called Lessee,

WITNESSETH:

For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. PREMISES: Lessor hereby leases to Lessee that portion of a building known as Room 205 of the College Activities Building located within the campus of The Evergreen State College, Olympia, Thurston County, Washington.

Lessee and Lessee's agents shall have reasonable ingress and egress in said premises along the normal traveled routes across Lessor's campus, but shall have no right to use campus parking lots without paying the usual and customary fee therefor.

2. TERM: The term of this lease shall be for a period of Nineteen (19) months, from December 1, 1971 until July 1, 1973. All terms of this lease shall remain in force and effect during the term of the lease except that either party may reopen negotiations with regard to the monthly rental for the last 12 months of this lease by giving sixty (60) days' written notice to the other party prior to July 1, 1972. Immediately upon receipt of said notice the parties shall enter into negotiations with regard to the rental for the balance of the term. If after thirty (30) days they have not reached an agreement both parties will meet daily until a mutually agreeable rate is determined. The agreement reached by the parties as to the rental shall be binding as to the balance of the term unless the monthly rental is again made subject to negotiations under the terms of this paragraph.

3. TERMINATION: 120 days prior to July 1, 1973, Lessee shall send written notice to Lessor indicating whether or not Lessee desires to continue or terminate lease agreement as of July 1, 1973. If both Lessee and Lessor agree to continue, this lease shall remain in effect beyond July 1, 1973, until either party terminates by giving 120 days' written notice to the other party. The monthly rental shall be open for negotiation on July 1 of each year the lease continues in effect, following the provisions set forth in Paragraph 2.

4. RENT: Lessee shall pay to Lessor a monthly rental for these premises in the sum of TWO HUNDRED TWENTY-TWO AND NO/100 (\$222.00) DOLLARS payable not later than the fifth of each calendar month, commencing with the month of December 1971, at Lessor's business office, The Evergreen State College.

5. PURPOSE: The primary purpose of this lease is to provide personal banking services for the faculty, staff and students of The Evergreen State College, and Lessee shall use said premises for the purpose of operating a branch bank offering checking, savings, deposit box and personal loan services.

6. UTILITIES: Lessor will provide electricity and heat to the demised premises, but shall not be liable for any failure to provide such utilities through causes beyond its control, including interruptions due to strikes or natural causes.

7. TAXES: Lessee shall be liable for any personal property taxes levied on its property located on the demised premises and for all excise taxes, obligations and other fees in connection with the business conducted on said premises.

8. ALTERATIONS: Lessee shall not permit anything to be done or placed on or about said premises that adds to the cost of insurance on said leased premises, shall not make any alterations, additions or improvements in or to said premises without the written consent of Lessor first had and obtained. Any such alterations, additions and improvements consented to by Lessor shall be at Lessee's expense. The Lessee will allow the Lessor to review and approve selection of all interior furnishings. Lessee shall secure any and all governmental permits required in connection with any such work, and shall hold Lessor harmless from any and all liability and any and all liens resulting therefrom. All alterations, additions and improvements, except trade fixtures, appliances and equipment which do not become a part of the building, shall immediately become the property of Lessor without any obligation to pay therefor. Upon removal of the trade fixtures, appliances

and equipment which do not become a part of the leased premises, Lessee shall restore the leased premises to the same condition that it was prior to the installation of said items.

9. MAINTENANCE: At the expiration or sooner termination of this lease, Lessee shall return the leased premises to Lessor in the same condition in which received (or, if altered by Lessor or by Lessee with Lessor's consent, then the leased premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or other casualty excepted. Lessee shall at all times, keep the leased premises, in a neat, clean, safe and sanitary condition, keep the glass of all windows and doors thereof clean and presentable and shall maintain and keep the leased premises in a good state of repair, and, without limiting the generalities thereof, shall replace all broken glass in the leased premises, make any necessary repairs to, or replacements of, all door closure apparatus and mechanisms. Routine custodial work will be provided by the Lessor.

If Lessee shall fail to keep and preserve the leased premises in said condition and state of repair, Lessor may at its option put or cause the same to be put into the condition and state of repair agreed upon and, in such case, Lessee, on demand, shall pay the cost thereof.

10. SURRENDER OF PREMISES: Lessee shall yield and deliver to Lessor possession of the leased premises herein at the termination of this lease at the expiration date or any prior termination date promptly and, in the event Lessor is required to bring any action for the enforcement of any of the covenants, terms and conditions of this lease, and shall be successful in such action, Lessee shall, in addition

to all other payments required herein, pay the costs and reasonable attorneys' fees for any actions brought by Lessor.

11. QUIET ENJOYMENT: Lessee upon fully complying with, and promptly performing all the terms, covenants and conditions of this lease on their part to be performed, shall have and quietly enjoy the leased premises for the term set forth herein.

12. ASSIGNMENT OR SUBLEASE: Lessee shall not assign or transfer this lease or any interest therein nor sublet the whole or any part of the leased premises, nor shall this lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the written consent of Lessor first had and obtained. Lessor shall not unreasonably withhold its consent.

13. INDEMNIFICATION:

A. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the leased premises from any cause resulting from Lessee or its agent or employee. Lessee will hold and save Lessor harmless from all loss, damage, liability or expense (including expense of litigation) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property caused by or resulting from any act or occurrence on or about the leased premises howsoever caused by Lessee, its agent or employee. Lessee shall, at its own expense, maintain proper liability insurance with a reputable insurance company or companies in the minimum amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS for property

damage, and in the minimum amounts of \$100,000.00 per individual and \$300,000.00 per accident for personal injuries. Lessor shall be furnished with a copy of such policy or policies of insurance.

B. Both parties will cause their insurance policies covering the subject matter of this lease, to contain or be endorsed with a standard waiver of subrogation endorsement in favor of the other party to the extent that such provisions or endorsements are available. Both parties do hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto as to which such standard waiver of subrogation provisions or endorsements are available.

C. Lessee shall not be liable for any loss or damage to the demised premises or any premises of which they are a part, resulting from fire or other perils insurable under the standard form of fire and extended coverage insurance policy in use in the state of Washington due to any cause whatsoever except intentional damage by lessee, whether or not such insurance is in effect on the premises. Lessor shall not be liable for any loss or damage to the property of the lessee located in, upon or about the premises, resulting from fire or other perils insurable under the standard form of fire and extended coverage insurance policy in use in the state of Washington due to any cause whatsoever except intentional damage by lessor, whether or not such insurance is in effect on the premises.

D. Both parties shall cause their insurance carriers for fire and extended coverage perils to waive all rights of subrogation against the other party.

E. Lessee shall indemnify lessor and save him harmless from any and all claims, actions, damages, liabilities, and expense in connection with damage to person or property arising from any occurrence in, upon or at the leased premises or the sidewalks or areas adjoining same, or the occupancy or use by lessee, its invitees or licensee of the leased premises or commonways or occasioned wholly or in part by any act or omission for which lessee, his agent, contractors, employees, servants, lessees, concessionaires or invitees shall be legally liable. In case lessor shall, without any fault on its part, be made a party to any litigation commenced by or against lessee, lessee shall proceed to hold lessor harmless and pay all costs, expenses and attorneys' fees incurred or paid by lessor in connection with such litigation

14. UNLAWFUL USE: Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal ordinance or law. Lessee agrees to comply with all applicable regulations of The Evergreen State College unless the same are specifically waived in writing.

15. SIGNS: No signs or other advertising matter, canopies or awnings shall be attached to or painted on the leased premises or on or in the windows thereof without the approval of Lessor first had and obtained.

16. INSPECTION: Lessor and its agents shall have the right to inspect said premises at all reasonable times and the right to enter the same whenever it is reasonably necessary for the exercise of any right or privilege of Lessor under this lease.

17. DESTRUCTION: In the event the leased premises should be damaged by fire or other casualties so as to render them untenable, Lessor shall have the option to repair and restore the leased premises or to terminate this lease by giving Lessee written notice within thirty (30) days after the happening of such damage at its business office in Lacey, Washington. If Lessor shall elect to restore and repair the premises, it shall commence and prosecute the work with due diligence. If Lessor shall fail to notify Lessee of its election within said thirty (30) day period, Lessor shall be deemed to have elected to terminate this lease and this lease and all rights thereunder shall terminate automatically on the first day of the calendar month occurring after said damage. If the Lessor elects to repair, the rent shall be abated in the same proportion as the untenable portion of the premises bears to the whole of said premises and in the event the premises is wholly untenable, the entire rent shall abate.

18. DEFAULT: Time is the essence hereof, and in the event Lessee shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this lease, and if such default or violation shall continue or shall not be remedied within three (3) days (or, if no default in the rental is involved, within ten (10) days) after notice in writing thereof given by Lessor to Lessee, specifying the matter claimed to be in default, Lessor, at its option, may

immediately declare Lessee's rights under this lease terminated, and re-enter the leased premises, using such force as may be necessary, and repossess itself thereof, as of its former estate, removing all persons and effects therefrom. Notwithstanding any such re-entry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this lease and Lessee shall make good to Lessor any deficiency arising from a reletting of the leased premises at a lesser rental than that hereinbefore agreed upon, plus the costs of renovating said premises for the new tenant. In addition to all other remedies of Lessor herein, any delinquent rent shall draw interest at twelve (12%) per cent per annum.

19. LIENS AND ENCUMBRANCES: Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the leased premises by Lessee hereunder.

20. WAIVER: Neither the acceptance of rental nor any other act or omission of Lessor at any time or times after the happening of any event authorizing the cancellation or forfeiture of this lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of its right to cancel or forfeit this lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to at any future time estop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this lease.

21. NOTICES: Any notices required in accordance with any of the provisions herein may be delivered directly to the party involved, or, if mailed, shall be sent by registered or certified mail addressed to Lessor, Vice President for Business, The Evergreen State College, Olympia, Washington, or at such other place as Lessor may, in writing, direct; and addressed to Lessee at the South Sound National Bank, Lacey, Washington, or such other address as Lessee may, in writing, direct.

22. SECURITY: It is understood that Lessor provide no other than the normal routine security provided by Lessor to its other property, and it specifically agrees that Lessor shall not be responsible to Lessee for any loss by theft or otherwise.

23. EXTENSION: Lessor agrees that while Lessee is operating a banking facility on Lessor's campus, that Lessor will not lease facilities to any competitive banking facility. It is Lessor's judgment that a banking facility on Lessor's campus is desirable.

24. ATTORNEYS' FEES: All costs, expenses and reasonable attorneys' fees that may be incurred or paid by either party in enforcing the covenants and agreements of this lease shall be recovered by the prevailing party from the other.

THE EVERGREEN STATE COLLEGE

BY

Vice President for Business

SOUTH SOUND NATIONAL BANK

BY

its President

STATE OF WASHINGTON)
COUNTY OF THURSTON)^{SS}

On this 18th day of May, 1973, before
me personally appeared Dean E. Clabaugh, to me known to be the Vice
President for Business for The Evergreen State College that executed
the within and foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said State
College, for the uses and purposes therein mentioned; and on oath
stated that he is authorized to execute said instrument on behalf
of said State College.

IN WITNESS WHEREOF, I have hereunto set my hand and affix
my official seal the day and year first above written.

Rita Brackenbush
NOTARY PUBLIC in and for the State
of Washington, residing at Olympia