

**COLLEGE OF SOUTHERN IDAHO
BOARD OF TRUSTEES MEETING
MONDAY, MARCH 22, 1993**

PRESIDENT'S BOARD ROOM

5:30 p.m.

AGENDA

MINUTES

TREASURER'S REPORT:

Dormitory Housing Commission
Quality Assurance Lab Lease

OLD AND NEW BUSINESS:

Nursing Department
Legislative Update
Review Expo Center Rental Policy

COLLEGE OF SOUTHERN IDAHO
JUNIOR COLLEGE DISTRICT
BOARD OF TRUSTEES MEETING
March 22, 1993

CALL TO ORDER: 5:30 p.m. PRESIDING: LeRoy Craig

ATTENDING: Trustees: LeRoy Craig, Dr. Charles Lehrman, Bill Babcock, Dr. Thad Scholes and Donna Brizee

College Administration: Gerald Meyerhoeffer, President
John M. Mason, Secretary/Treasurer
Robert Alexander, College Attorney
Dr. Michael Glenn, Executive Vice President
Dr. Jerry Beck, Vice President of Instruction
Dr. Orval Bradley, Vocational Dean
Dr. Joan Edwards, Vice President of Planning,
Research and Development
Ron Shopbell, Director of Continuing Education
Dick Sterling, Physical Plant Director
Annette Jenkins, Public Information Officer

Visitors: CSI Staff: John Martin, Ken Campbell, Rick Parker, Dave White, Graydon Stanley, Jeff Dugan, Carissa Miller, Mark Sugden
Dormitory Housing Commission: Eldon Evans and Sondra McDermott

MINUTES OF FEBRUARY 22, 1993, were approved as written on MOTION by Bill Babcock. Affirmative vote was unanimous.

TREASURERS REPORT: Acceptance of the Treasurer's report was approved on MOTION by Dr. Thad Scholes. Affirmative vote was unanimous.

PRESIDENT'S REPORT: President Jerry Meyerhoeffer reported the following:

1. The Board discussed proceeding with the construction of a new dormitory with Dormitory Housing Commission members Eldon Evans and Sondra McDermott. College Attorney Bob Alexander recommended that we not consider a lease agreement due to increased liability exposure for the College. He also was concerned about the College losing control over the construction. Based upon these concerns and the availability of funding at low interest rates through revenue bonding, the Board decided against a lease/purchase arrangement for the dormitory project.

The College of Southern Idaho Board of Trustees directed the administration to proceed with the issuance of revenue bonds in the approximate amount of 2.7 million dollars, subject to the approval of the Dormitory Housing Commission, on MOTION by Dr. Thad Scholes. Donna Brizee seconded and the affirmative vote was unanimous.

2. Dr. Orval Bradley, Dr. Rick Parker and Dave White spoke to the Board concerning the outstanding successes of our vocational students at statewide and national competitions. Jim Wilson was commended for his involvement in the programs.

3. Dick Sterling presented recommendations for changes in operations and pricing policies for the Expo Center. Concerns were raised about the impact of a policy change on 4-H groups, youth groups and groups that assist our students.

The Board asked for information concerning how many College clubs were involved in co-sponsorship events and how much money they made from these events.

The Board will review the proposed policy and make a decision at the next Board meeting.

4. The President presented a letter to the Board from a disabled student concerning access to campus facilities. The letter provided positive input on areas that needed to be improved. Dick Sterling listed projects in process to address the concerns of the student.

5. It appears that the College will receive an increase in its General Fund appropriation from the State of approximately 5.5%. The quarterly tax payment plan that would have funded our new library did not pass. The President said that although it was a down year when our expectations were considered, we were treated fairly by the Legislature.

6. The President advised the Board that we were putting revenue projections together for Fy 94. Although we cannot add all the teaching positions we need, we are adding Math/Engineering and Biology professors. A contract package for the staff that will take into consideration our increased revenues is being developed.

7. The Board approved giving the President authority to sign the Quality Assurance Lab lease upon favorable review by College Attorney Robert Alexander on MOTION by Dr. Charles Lehrman. Affirmative vote was unanimous.

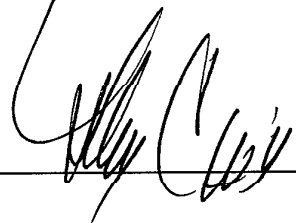
CSI Trustees
March 22, 1993
Page 3

ADJOURNMENT was declared at 6:28 p.m.



John M. Mason, Secretary-Treasurer

APPROVED April 19, 1993



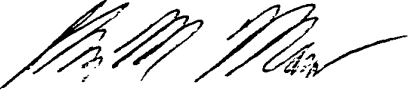
Chairman



COLLEGE OF
SOUTHERN
IDAHO
BUSINESS OFFICE

March 16, 1993

To: President Meyerhoeffer, Eldon Evans, Sondra McDermott and Roy Prescott

From: Mike Mason 

Re: Dormitory Housing Commission Meeting and Dorm Project

We have received a financing plan from First Security Bank that would allow us to utilize Student Union Fees as security for the new dormitory. The proposal calls for the issuance of \$2,660,000 in current bonds. Of the proceeds, \$581,100 would be invested in Securities of Limited Units of Governments. This escrow account will qualify with HUD as adequate security to allow them to release our pledged Student Union Fees.

This would leave us with construction funds of approximately \$2,000,000. We could leave the current reserve fund intact and add the required amount to it for the new bond. The annual debt service on the new bond would run between \$219,000 and \$222,000 per year on a 20 year bond at a 5.6% interest rate.

Projected revenue on the Student Union Fees is approximately \$125,000 per year. At \$675 per bed, net housing operating income from the existing dorm is estimated to run approximately \$74,500. The new dorm should generate approximately \$79,000 at the same \$675 per bed. Total dorm operating revenues with 100% occupancy would generate approximately \$153,500.

The remaining balance of the \$222,000 payments would have to come from the pledged Student Union Fees. Given dorm revenues of \$153,500, we would have to take approximately \$68,500 out of Student Union Fees. As dorm rates rise over the years, the dorm will eventually become self supporting.

We are at a point where a decision needs to be made concerning construction of a new dormitory. Based upon current projections, we can raise the funds to cover the cost of construction of a new dorm. Bond interest rates at the present time are extremely favorable. If they start to move upward, it may be in our best interest to move quickly.

At the request of President Meyerhoeffer, I would like to invite the Dormitory Housing Commission to discuss the dormitory project at the CSI Board of Trustees meeting at 5:30 p.m. on Monday, March 22nd in the Boardroom of the Taylor Administration Building. Dinner will be served after the meeting.

**COLLEGE OF SOUTHERN IDAHO
VOCATIONAL-TECHNICAL DIVISION**

Students placing in the state postsecondary competitions for their student organizations in 1993 are as follows:

BUSINESS PROFESSIONALS OF AMERICA: (Computer Applications, Office Technology, and Medical Assistant)

1ST PLACE:	Liane Taylor, Twin Falls Sariah Knight, Filer Becky William, Twin Falls	Computer Aided Graphics Desktop Publishing Computerized Accounting
2ND PLACE:	Linda Roberts, Twin Falls Linda Roberts, Twin Falls Crystal Boyer, Jerome JoAnn Smith, Rupert	Computer-Aided Graphics Desktop Publishing Computerized Accounting Data Specialist
3RD PLACE:	Sariah Knoght, Filer Liane Taylor, Twin Falls Rachelle Gibson, Twin Falls JoAnn Smith, Rupert Julia Stephens, Twin Falls Sherry Pearce Wendell	Computer-Aided Graphics Desktop Publishing Computerized Accounting Information Processing Specialist Keyboarding Medical Concepts
4TH PLACE:	Warren Gossett, Twin Falls Kathy Green, Jerome Kelly Owen, Wendell	Computer-Aided Graphics Compterized Accounting Employment Skills A
5TH PLACE:	Per Naslund, Uppsala, Sweden Per Naslund, Uppsala, Sweden	Computer-Aided Graphics Desktop Publishing
6TH PLACE:	Warren Gossett, Twin Falls D'Rese Gilbert, Filer Orista Babcock, Twin Falls Marrilee Platt, New Castle, UT	Desktop Publishing Medical Concepts Office Specialist Proofreading

**NATIONAL DELTA EPSILON CHI QUALIFIERS
(Marketing, Management and Hotel/Restaurant Management)**

1ST PLACE	Kent Christensen Paschal Rochat Victor Graybeal Shika S.	Entrepreneurship Sales Manager Meeting Hospitality & Tourism Sales Representative
2ND PLACE	Don Canine Coren Blackmon Colton Bartlett Edith Faude	Sales Manager Meeting Industrial Marketing Industrial Marketing Sales Representative
3RD PLACE:	Lauree Evans Warren Sturgeon	Finance & Credit Hospitality and Tourism
5TH PLACE:	Rene Malle Carina Wikstroem Melody Cramer	Finance and Credit Full Service Restaurant Full Service Restaurant

VICA - VOCATIONAL INDUSTRIAL CLUBS OF AMERICA
(Automotive Technology, Autobody Technology, Electronics Technology, Welding Technology, Cabinetmaking, Practical Nursing)

GOLD MEDALS:	Eric Gallegos Ben Hopkins Ray Aufderhiede Brad Watkins Cindy Shutte (Nursing) Ann Martin (Nursing) Taci Boyd (Nursing) Jackie Kennedy (Nursing)	Automotive Service Technology Cabinet Making Carpentry Job Skill Demonstrations Job Interview Extemporaneous Speech CNA Skills P.N. Skills
SILVER MEDALS:	Chad Holen Nancy Bolton David Church Cindy Shutte (Nursing) April Southworth	Cabinet Making Prepared Speech Carpentry CNA Skills PN Skills
BRONZE MEDALS:	Kent Parkinson Hedie Steffler Wayne Beebe Annette Frazier (Nursing) Ebera Larkin (Nursing) Margie Neff (Nursing)	Auto Body Repair Cabinet Making Job Skill Demonstration Extemporaneous Speech PN Skills CNA Skills

POSTSECONDARY AG STUDENTS OF IDAHO

WINNERS:	Frances Adona Nancy Hoobler	<u>Employment Interview</u> Agribusiness Sales <u>Career Planning</u> Natural Resources
1ST PLACE TEAM:	Peggy Graves Crystal Miller	Crops Crops
HIGH INDIVIDUAL:	Peggy Graves Crystal Miller	Crops Crops Team
TEAM #1:	Dani Ostolasa Peggy Graves Crystal Miller Jarrod Jackson Stephanie Mahlberg	College Bowl
TEAM #2:	Judy Woody Hermalinda Leija Esperanza Leija Dan Reichel Richard Larsen	College Bowl

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A. Travis Schied
833 Shoshone St. N. Apt. 106
Twin Falls, Idaho 83301

March 17, 1993

Gerald Meyerhoffer
CSI President
PO Box 1238
Twin Falls, Idaho
83303-1238

Dear Gerald Meyerhoffer.

In the fall of 1990 I was in an auto accident that left me paralyzed from the waist down. I have been in a wheelchair from that time on. I was a laborer before that, so I needed to learn a new trade. I started attending CSI in the fall of 1991 to become a drafter. Since I started attending CSI, I have admired your awareness of the need to be accessible to everyone. I think it is commendable that CSI is so accommodating to those with disabilities. This is one reason I enjoy attending.

The reason I am writing this letter is that I have found some things that could be improved upon. Also, I did not want this based purely on my personal experience, so I asked others with disabilities for their input. This letter is for us all.

To begin with I would like to say that after talking with some of the disabled people on campus, I have put together a list of things that we thought needed improving. I then took this list to Jim Palmer, the Counselor for people with disabilities. Jim brought up an idea that I'd like to pursue. I plan on establishing an Advisory Committee for the people with disabilities. I intend on having people with a wide variety of handicaps on it. In this Committee we will discuss what works, what could be changed, and what needs to be changed. I thought Jim Palmer could be our facilitator, to advise us on School policy, the feasibility of ideas, and the best way to go about things. I think it would be a good idea if Dick Sterling could be there too. I am also giving both Jim Palmer and Dick Sterling a copy of this letter. So far there will be about five to seven people on this committee with differing abilities, or disabilities.

First I'll mention the parking. The parking lot between the Taylor Building and the Shields Building is crowded at times but would be better if people without stickers didn't park there. That could be remedied with more checking or patrolling by security. Handicapped parking almost every where else is not enough, particularly by the canyon and Evergreen buildings, and is non-existent by the Aspen and Security building. There are a number of people that need parking by the Canyon, but only four places. there should be **at least** four more. More than once I've

had to park at the very end of the lot, like today for example. At the Evergreen Building there is only one parking place reserved for the handicapped. This should be increased also. The reason parking is so important is that I cannot get out of my car if my door doesn't open all the way, or back into my car if someone parks too close. The same goes for the people with van lifts. They need an extra five feet next to them. It might be a good idea if there are two or three spaces reserved especially for vans with lifts.

The next thing is curb cuts. There's one in particular that needs work. The one on the driveway behind the Taylor. It's so steep I have almost fallen out of my wheelchair several times. There are other places that don't have them that need them. The sidewalk at the same driveway that is mentioned above, doesn't have curb cuts at all. This means I would have to go out into the street, which I usually do, or go a different route. Another place for a curb cut is where you turn from Falls Ave. into CSI. There is an art major in a wheelchair that goes that way to the Art Complex. It is dangerous for her to go out into the street to get enough of a run to jump up onto the curb, if she can, or why doesn't CSI make a sidewalk between the dorms and the art complex? It would be a nice route to walk. If that is the city's jurisdiction, maybe you could tell them that the curb cut is needed and why.

Once inside the buildings there are a few things that could be changed. In the whole time I've attended CSI the only water fountain I've been able to drink out of is in the Evergreen Building. The only reason I can drink out of that one is that I have upper body strength. If someone had limited use of his hands, or little upper body strength, there is no water fountain to drink out of. Most of the telephones are mounted too high for us in wheelchairs to use. For example: The one in the Shields Building by the men's restroom. Also, the doors on some restrooms are hard to open, so hard some people would need help to open them. Now inside the restroom in the shields, the handicapped stall should be wider. The optimum width is like the Evergreen or Canyon Buildings. The final thing inside is the elevators. I know of at least two people that have trouble with their elevator keys. With limited use of your hands it's hard to put a key in and turn it. What they have suggested to me is push buttons for the elevators.

In conclusion, I'd like to list most of the things that I've found, both from talking to others and from my personal experience. There are others, but I think these are the most important.

1. Parking, not enough by the Canyon or Evergreen, none by the Aspen or Security.
2. Curb Cuts
3. Water Fountains
4. Telephones

5. Restroom Stalls. should be wider. some main doors to restrooms are hard to open.
6. Elevator Buttons.

I would like to thank you for reading this letter. and listening to our needs.

SINCERLY

A. Travis Schied
A. TRAVIS SCHIED

TO: President Meyerhoeffer

FROM: Shawn Davis, Rodeo Director
Dick Sterling, Physical Plant Director
Bill Turner, Expo Building Custodian
Daryl Cameron, Director of Security
Janice Beal, Administrative Secretary

DATE: March 17, 1993

RE: Recommendation for rental of the Expo Building and the Outdoor Arena

A meeting of this group has resulted in making this recommendation to you in an attempt to set-up more specific guidelines for scheduling of the Expo Center and the Outdoor Arena. The daily expense of operating the Expo Building; heat, water, waste removal, electricity, labor and equipment depreciation is approximated at \$4,000 a day when a scheduled activities is in progress. In consideration of rising inflationary rates we feel that this recommendation is in order to supplement the costs of operating the expo for special events. We are now renting the Expo Building for the maximum of \$1,500 per day/per event. There is now no additional rate for set-ups or tear-downs. We are not charging for the Outdoor Arena.

Here are two options we submit for consideration:

Fees will be assessed according to the following schedule. The user will pay these recommended amounts as rent for use of the CSI Expo Building/Outdoor Arena.

1. Expo Bldg. with Arena/October 1 through April 30
\$2,000/day of activity
\$1,000/day of set-up or occupancy

Expo Bldg.
\$480/Add per event to set up or take out bleachers
\$300 to tear-down arena

2. Expo Bldg. with arena/May 1 through September 30
\$1,500/day of activity
\$ 750/day of set-up or occupancy

Expo Bldg.
\$480/Add per event to set up or take out bleachers
\$300 to tear-down arena

We would like to recommend the following terms for the rental of the Outdoor Arena:

That the Outdoor Arena be rented with two options:

1. Use of the arena including work-up and water \$50.
2. Use of arena including work-up, watered down and lights. An additional \$75.

Recommendations:

That charges be established for co-sponsored events.

That CSI employees only be allowed to operate the equipment. This being for liability reasons as well as breakage and depreciation.

Our cost for one employee to work-up the arena is \$20 an hour. The local rental cost for a forklift is \$55.00 an hour.

That the user supply dumpsters for the disposal of waste products. The charge locally for a large dumpster is \$104 a day.

That if the event is large enough to require traffic control it will be the financial responsibility of the user under the direction of CSI Security.

That the fire and ambulance exits be painted and be observed by traffic control.

That our smoking and alcoholic beverage policy on campus be enforced.

That the user supply CSI with a \$1,000,000 liability insurance policy in advance of the event.

That the original application form or an attachment contain a complete description of special needs including arena, bleachers, special power access, water need, etc.

That a Percentage of the revenue generated by the use of the Expo facility be deposited into a special fund for facility up grade and equipment replacement including bleachers, panels, sound and furnishings.

We are submitting this recommendation based on the sound estimates of our actual costs to operate this facility. It is our concern that the college is substantially subsidizing non-college activities. We have not increased fees for many years and perhaps not since the Expo was completed.

DEPOSITED FROM
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ADDRESS FACILITY
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INVEST THROUGH THE
NEEDS
ADDRESS (0)

Our recommendations are supported by the following data:

1. The regular use of the Expo Building is with the arena in place to handle livestock. Any event not using the arena make it necessary for the college to devote many man hours of labor and equipment when the arena is removed or bleachers are moved in or out.

a) To move the arena requires about forty-eight man hours labor plus eight hours fork lift and operator time.

Man hour cost: \$480
Fork Lift (if rented) \$150.

b) To move bleachers requires about twenty hours to move in and twenty hours to move out plus the use of a tractor and fork lift for four hours.

Man hour cost \$400
Equipment \$ 80

c) To work up arena and water ground requires a minimum of four hours. If the ground needs to be rolled or dragged then the time doubles.

Man hour cost \$ 80 to \$160
Equipment \$ 80 to \$160

d) Energy use will vary dependent upon the time of the year and the weather. Operation of the Expo from May 1 through August or September requires minimal heat and lighting. Beginning in September activities require heat and that continues through April. With a Thirty-three per cent of capacity heating used as a base, our energy cost for a three day event can cost a one time fee of \$650 to \$700 plus a \$3 hour cost for lighting.

e) All of our bleachers need to be replaced or extensively upgraded in the near future to be in compliance with health and safety requirements. A total replacement could easily cost us \$100,000. Continual moving of these fixtures causes rapid deterioration. If not moved they would last until they rusted out.

f) All of the arena panels suffer the same kind of deterioration. These are repaired and replaced on a continual basis.

g) The Expo sound system is not adequate and should be replaced.
The cost of replacement will depend on the quality of the new system.

h) The lobby and the mezzanine need extensive upgrading.
The north side of the building (entrance) needs to have something
done for condensation problems. The stairs and mezzanine need new
floor covering but I do not recommend carpet.

jb

MAINTENANCE AGREEMENT

This Maintenance Agreement is made and executed on this _____ day of _____, 1993, by and between the College of Southern Idaho, a public body organized and existing under the laws of the state of Idaho, having its principal office at 315 Falls Avenue, Twin Falls, Idaho 83303-1238, herein referred to as College, and the state of Idaho acting through its Department of Agriculture, having its principal office at 2270 Old Penitentiary Road, Boise, Idaho 83712, herein referred to as the State.

SECTION 1 SCOPE OF AGREEMENT

State is occupying and operating a Quality Assurance Laboratory located upon the College of Southern Idaho campus in Twin Falls, Idaho under the terms of a separate Ground Lease entered into by the state of Idaho, as Lessee through its Department of Administration. College has staff available to maintain its facilities and campus. It is recognized that certain advantages and savings to both State and College exist and it is hereby agreed that College will provide to State and will perform the following services and maintenance: Fill all boxes yes or no.

A. Utilities:

- | | | |
|----|--------------|------------------|
| 1. | <u>/no/</u> | Domestic water |
| 2. | <u>/yes/</u> | Irrigation water |
| 3. | <u>/no/</u> | Electricity |
| 4. | <u>/no/</u> | Gas |

B. General facility repair and maintenance: General facility repair and maintenance means day-to-day minor repairs and replacements. Remodeling, renovation, or new construction will be State's responsibility. College will provide the following general facility repair and maintenance.

- | | | |
|----|--------------|---|
| 1. | <u>/yes/</u> | General building structure and related equipment
<u>/yes/</u> Interior <u>/yes/</u> Exterior |
| 2. | <u>/yes/</u> | Heating system and related equipment |
| 3. | <u>/yes/</u> | Cooling and air handling system and related equipment |

- 4. /yes / Electrical system and related equipment
- 5. /yes / Sewer and plumbing systems and related equipment

C. Custodial services provided by College:

- 1. /yes / Waste removal from premises - domestic trash only. Regulated or hazardous materials to be properly disposed of by State.
 /yes / Weekly / / _____ Other
- 2. /yes / Lawn and shrubbery care
 /yes / Weekly / / _____ Other
- 3. /yes / Cleaning grounds and parking area of debris
 / / Monthly /yes / Weekly Other
- 4. /yes / Ice and snow removal, as needed
- 5. /yes / Complete janitorial service
 /yes / Daily / / _____ Other
- 6. /yes / Window cleaning
 /yes / Monthly / / _____ Other
- 7. /yes / Carpet cleaning - vacuuming, daily - shampooing as needed
- 8. Washroom materials furnished
 /yes / Hand soap /yes / Hand towels
 /yes / Toilet tissue / / _____ Other
 /yes / All cleaning supplies and equipment - domestic use only
- 9. /yes / Light bulb and fluorescent tube replacement

OF SPACES -
THEY SEE
THEY
GET

D. Adequate automobile parking: Adequate automobile parking spaces will be constructed by State as set forth in the Ground Lease. College will take care of general maintenance, such as sweeping, etc. All major repairs, replacements, top coatings, or sealing will be State's responsibility and cost.

E. Security: College will provide normal campus and building security services as part of this agreement. Normal campus and building security services include checking the building at least twice per night, every night, as demonstrated by a sign-in sheet within the building.

F. Special Provisions: College agrees to provide the following:

THEY
SCHEDULE

- 1. Food Service - to schedule meetings with meal service through the food service provider and individual meals at the cafeteria at normal faculty rates.
- 2. Library Services - full use of the library.
- 3. Gymnasium - full use of the gymnasium facilities. Minimum towel charge only.
- 4. Fine Arts Productions and Museum - open attendance at faculty rates.

- COLLEGE RATES*
5. Print Shop - all services available at cost plus labor rates.
 6. Credit Classes - may take for credit any credit course offered at no charge, if space in class is available.
 7. Postal Service - all postal services available at regular faculty rates.
 8. Athletic Events - open attendance at faculty rates.

SAME AS EMPLOYEES - MUST BE ON BENEFITS IN PAST WE LIMITED TO PEOPLE ON OUR PAY ROLL

SECTION 2
TERM

The initial term of this agreement shall be for two (2) years, commencing on the date of substantial occupancy and ending two (2) years from said date. State shall have the option to renew the agreement in accordance with terms hereof throughout the entire ground lease term and any renewal thereof upon providing written notice to College within thirty (30) calendar days of the termination of each term of this agreement.

SECTION 3
PAYMENT

The total cost for maintenance service for the first year shall be two dollars and cents (\$2.00) per gross square foot; the Quality Assurance Lab has ten thousand, seven hundred (10,700) gross square feet, for a total of twenty-one thousand, four hundred dollars (\$21,400) which State shall pay to College, in quarterly installments or on other terms as agreed to by both parties upon receipt of an invoice, at such place or places as may be designated from time to time by College. The total cost for maintenance service for the second year shall be two dollars and fifty cents (\$2.50) per gross square foot; the Quality Assurance Lab has ten thousand seven hundred (10,700) gross square feet, for a total of twenty-six thousand, seven hundred and fifty dollars (\$26,750) which State shall pay to College, in quarterly installments or on other terms as agreed to by both parties upon receipt of an invoice and at such place or places as may be designated from time to time by College. Thereafter, total maintenance service costs will be negotiated and be incorporated as amendments to

QUARTERLY INVOICE SENT BY BUS OFF

this section. Should State wish to terminate such service, it may do so upon providing written notice within thirty (30) calendar days of the date of termination of this agreement.

SECTION 4
ANNUAL APPROPRIATION REQUIRED

In the event that appropriated funds are not legally available for payment of any services provided herein, or other obligations hereunder for any term, then this agreement shall be terminated and have no further force and effect. State reserves the right to terminate this agreement if, in its judgment, the legislature of the state of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required by State to occupy and maintain the Quality Assurance Laboratory facilities. All future rights and liabilities of the party hereto shall thereupon cease within thirty (30) calendar days' notice to College of such termination for lack of sufficient legislative appropriation.

SECTION 5
ASSIGNMENT AND TRANSFER

The parties shall not assign or transfer this agreement or any interest herein, without the prior written consent of the other party.

SECTION 6
NOTICES

All notices, demands or other writings in this agreement which are to be given, made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been fully given, made or sent when made in writing

and deposited in the United States Mail, registered, postage prepaid, and addressed as follows:

**TO: The State Director
Department of Agriculture
2270 Old Penitentiary Road
P. O. Box 790
Boise, Idaho 83701**

**TO: The College President
College of Southern Idaho
315 Falls Avenue
P. O. Box 1238
Twin Falls, Idaho 83303-1238**

The address to which any notice, demand or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as provided above. Notice may also be given by personal delivery of a written notice letter if to State by serving the written notice upon the Director of the Department of Agriculture, or if to College by serving the written notice upon the President of the College of Southern Idaho.

SECTION 7 INDEMNIFICATION

State agrees to indemnify and save harmless College, its agents, representatives, and employees from any and all claims or causes of action by third persons, including but not limited to agents, representatives, employees, and visitors of the state, based upon or arising out of any damages, losses, expenses, charges, costs, injuries, illnesses or negligence resulting directly or indirectly from State's performance under this agreement. College agrees to indemnify and save harmless State, its agents, representatives, employees, and visitors from any and all claims or causes of action by third persons including, but not limited to agents, representatives, employees, and visitors of the college, based upon or arising out of any damages,

losses, expenses, charges, costs, injuries, illnesses or negligence resulting directly or indirectly from College's performance under this agreement.

SECTION 8
TERMINATION

This agreement may be terminated by either party for no fault upon thirty (30) calendar days' written notice to the other party. In the event of termination, College shall be paid its prorated fees incurred to date of termination.

SECTION 9
EXTENT OF AGREEMENT

This agreement represents the entire agreement between State and College and supersedes all prior negotiations, representations or agreements, either written or oral pertaining to maintenance services. This agreement may be amended only by written instrument signed by State and College.

SECTION 10
GOVERNING LAW

This agreement shall be governed by the laws of the state of Idaho.

IN WITNESS WHEREOF, the parties have entered into this agreement effective as of the day and year first herein above written.

**STATE OF IDAHO
DEPARTMENT OF AGRICULTURE**

COLLEGE OF SOUTHERN IDAHO

By _____
W. G. Nelson
Director
Department of Agriculture

By _____
Gerald R. Meyerhoeffer
President
College of Southern Idaho

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared W. G. Nelson, known to me to be the Director of the Department of Agriculture, who acknowledged to me that he executed the within Agreement on behalf of the state of Idaho in his representative capacity.

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

Notary Public for Idaho
Residing at _____, Idaho
Commission Expires: _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Gerald R. Meyerhoeffer, known to me to be the President of the College of Southern Idaho, who acknowledged to me that he executed the within Agreement on behalf of the state of Idaho in his representative capacity.

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

Notary Public for Idaho
Residing at _____, Idaho
Commission Expires: _____