

**CONSENT AGENDA
DECEMBER 13, 2012**

TAB	DESCRIPTION	ACTION
1	AUDIT - Audit Contract – 6 th Amendment	Motion to approve
2	AUDIT - Audit Committee: Mark Heil Reappointment	Motion to approve
3	AUDIT - Boise State University Foundation Operating Agreement	Motion to approve
4	BAHR – SECTION II - University of Idaho – Renewal of Lease to the US Geological Survey at the UI Research Park	Motion to approve
5	IRSA – Quarterly Report: Programs and changes Approved by the Executive Director	Motion to approve
6	PPGA – Idaho State University – Facility Naming	Motion to approve
7	PPGA – Eastern Idaho Technical College – Facility Naming	Motion to approve

BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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CONSENT
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SUBJECT

Audit Contract – Costing of Additional Major Programs

REFERENCE

December 2004	Board ratified the Audit Committee's selection of Moss Adams for the contractor for auditing services
October 2009	Board ratified the Audit Committee's first 3-year extension to the contract for auditing services with Moss Adams
June 2012	Board ratified the Audit Committee's second 3-year extension to the contract for auditing services with Moss Adams

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education, Policies and Procedures, Section V.H.

BACKGROUND/DISCUSSION

In July of this year during discussions to extend the audit contract, Moss Adams presented the Audit Committee with a new methodology for costing additional major programs which includes a three (3) tier structure: 1st tier is an additional major program for Research and Development (R&D) generally regarded to require twice the amount of audit time as a standard major program and would cost twice as much as a standard major program; 2nd tier is a standard major program which would cost \$6,382 for FY 2012; 3rd tier is an additional major program with 10 or fewer transactions and would cost one-half the cost of a standard major program. The Committee unanimously approved this tier system for costing additional major programs and directed staff to add it as an addendum to the contract.

Subsequently Moss Adams requested language be included which would provide for a scope increase in the rare time when both the R&D and Student Financial Aid (SFA) major programs were audited in the same year at the University of Idaho.

IMPACT

Staff worked with Moss Adams and the University of Idaho to draft the 6th amendment to the audit contract which would include the tier system for costing major programs at all four institutions and to allow for a scope change when both the R&D and SFA major programs were audited in the same year at the University of Idaho. The Audit Committee approved the 6th amendment.

ATTACHMENTS

Attachment 1 – 6th amendment to audit contract

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the 6th amendment to the audit contract between the State Board of Education and Moss Adams, LLP, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
DECEMBER 13, 2012**

Attachment 1

**SIXTH AMENDMENT TO
AGREEMENT FOR AUDIT SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT FOR AUDIT SERVICES ("Sixth Amendment") is made and entered as of the _____, by and between **THE STATE OF IDAHO**, by and through the Department of Administration on behalf of the State Board of Education generally and in its capacity as the Regents of the University of Idaho, the Trustees of the Lewis-Clark State College, the Trustees of Boise State University, the Trustees of Idaho State University and the State Board for Professional -Technical Education, and **MOSS ADAMS LLP**, a Washington limited liability partnership.

RECITALS

- A. The Department of Administration, Division of Purchasing issued a Request for Proposal for Auditing Services Contract on July 21, 2004 as Request for Proposal number 01522 (the "RFP");
- B. Moss Adams LLP (the "Contractor") submitted the successful proposal in response to the RFP;
- C. The parties entered into an Agreement for Audit Services, which was issued under cover of Contract Purchase Order CPO01850 dated as of March 25, 2005 (collectively, the Contract Purchase Order and the Agreement for Audit Services are hereinafter called the "Agreement");
- D. The parties amended the Agreement on October 21, 2005, which was issued under cover of Contract Purchase Order CPO01850-01, again on August 4, 2006, which was issued under cover of Contract Purchase Order CP01850-02, again on May 26, 2008, which was issued under cover of Contract Purchase Order CP01850-03; again on October 29, 2009, which was issued under cover of Contract Purchase Order CPO-1850-04; and again on June 28, 2012, which was issued under cover of Contract Purchase Order CPO-1850-05
- E. The parties desire to further amend the Agreement under the Conditions more particularly set forth in this Sixth Amendment.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference and the mutual covenants contained herein, the parties agree as follows:

- 1. *Definitions.* Except as modified herein or where the context clearly requires otherwise, the definitions set forth in the Agreement, as amended, shall apply to the terms used in this Sixth Amendment.
- 2. *Costing of Major Programs – Boise State University, Idaho State University, Lewis-Clark State College.* The methodology used to cost an additional major program includes a 3 tier structure: 1st tier is an additional major program for Research and Development (R&D) generally regarded to require twice the amount of audit time as a standard major program and would cost twice as much as a standard major program; 2nd tier is a standard major program which would cost \$6,382 for FY 2012; 3rd tier is an additional major program with 10 or fewer transactions and would cost one-half the cost of a standard major program.

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3. *Costing of Major Programs – University of Idaho:* Given the current size and complexity of the Research and Development (R&D) division at the University of Idaho, the cost to audit an additional major program will be consistent with the methodology used for Boise State University, Idaho State University, and Lewis-Clark State College. However, if circumstances warrant requirement for an audit of both the Student Financial Aid system (SFA) and R&D major programs in the same fiscal year, additional discussions between the University of Idaho, Moss Adams, and the Audit Committee will be required to ensure the proper audit scope is thoroughly outlined and additional audit services provided by Moss Adams will be fairly compensated.
4. *Agreement Remains in Effect.* Except as modified herein, the terms of the Agreement, as previously amended, remain enforceable and effective. The Agreement as modified by this Sixth Amendment supersedes all prior negotiations, understandings, and agreements between the parties, whether oral or written, and all such negotiations, understandings, and agreements are evidenced by the terms of the Agreement, as amended. The Agreement may not be further amended in any manner except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

Reviewed and Approved

State of Idaho, State Board of Education

By: _____

Its _____

Moss Adams LLP

By: _____

Its _____

State of Idaho, Department of Administration

Division of Purchasing

By: _____

Mark Little, CPPO, State Purchasing

CONSENT
DECEMBER 13, 2012

SUBJECT

Audit Committee Reappointment of Mark Heil

REFERENCE

December 2008

Board appointed Mark Heil to Audit Committee

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures V.H.

Board Bylaws H.4.b

Idaho Committee Charter, Appendix C

BACKGROUND/DISCUSSION

Board Bylaws H.4.b, Composition, provides that the Audit Committee members shall be appointed by the Board and shall consist of six or more members. Three members of the Committee shall be current Board members and three members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. Appointments shall be for a three-year term. Terms will be staggered such that two members exit and two new members are added each year. There are no limitations on the number of terms a committee member may serve.

Mark Heil is an outside member of the Audit Committee. He was originally appointed to a two-year term through December 31, 2010. The Audit Committee approved his recommendation for reappointment at its March 2010 meeting for a new three-year term through December 31, 2013. This reappointment was not previously brought before the Board for approval and is coming forward at this time to correct the oversight.

IMPACT

Mr. Heil has expressed his interest on continuing to serve the Board on the Audit Committee. Staff requests the Board renew his appointment through December 31, 2013. Staff is also working to bring other outside members to the Audit Committee and Board for approval. When new outside members are approved, their terms will be staggered.

The current Audit Committee members are the following:

Emma Atchley, Chair

Rod Lewis

Milford Terrell

Mark Heil

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends renewing the appointment of Mr. Heil as an outside member of the Audit Committee.

CONSENT
DECEMBER 13, 2012

BOARD ACTION

I move to renew the appointment of Mark Heil as an outside member of the Audit Committee with a term expiring December 31, 2013.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
DECEMBER 13, 2012**

BOISE STATE UNIVERSITY

SUBJECT

Board approval of Boise State University memorandum of understanding with Boise State University Foundation, Inc.

REFERENCE

April 2009	Board approved original memorandum of understanding
October 2012	Audit Committee reviewed and recommended Board approval of the revised memorandum of understanding

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.

BACKGROUND/DISCUSSION

Board policy requires a foundation of an institution be brought before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho. Each foundation shall be brought into substantial conformance with these policies and upon recognition by the Board, the foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. The operating agreement addresses the topics outlined in Policy V.E.

Boise State University (BSU) worked with the Boise State University Foundation to prepare the attached memorandum of understanding (MOU). The Audit Committee has reviewed and recommended approval of the MOU with edits shown in Attachment 1 as submitted.

IMPACT

Once approved, the BSU Foundation will have met Board policy requirements in relation to having its operating agreement approved by the Board every three years. There was only one minor revision to the operating agreement as highlighted in section IV.F. which clarifies that "a University employee may be permitted to make recommendations to the Foundation related to, among other things, the Foundation's policy making, strategic direction and fundraising activities."

ATTACHMENTS

Attachment 1 – BSU/Bronco Athletic Association MOU

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STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

CONSENT
DECEMBER 13, 2012

BOARD ACTION

I move to approve the memorandum of understanding between the Boise State University Foundation, Inc. and Boise State University as presented.

Motion by _____ Seconded by _____ Carried Yes ___No___

**Memorandum of Understanding
Between
Boise State University Foundation
and
Boise State University**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of this ___ day of _____, 2012, by and between Boise State University ("University") and Boise State University Foundation, Inc., an Idaho nonprofit corporation ("Foundation").

RECITALS

- A. The Foundation was organized and incorporated in 1964 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.
- B. The Foundation exists independent from the University to advance the educational opportunities and environment at the University by raising and managing private resources supporting the mission and priorities of the University, and by providing opportunities for students and a margin of institutional excellence unavailable with state funds.
- C. The Foundation accomplishes its work by funding University priorities, which includes, among other things, funding positions and programs which appeal to long-term, trust-based relationships with prospective donors and friends of the University.
- D. The Foundation is dedicated to assisting the University in the building of the endowment and in addressing, through financial support, the long-term academic and other priorities of the University.
- E. As stated in its articles of incorporation, the Foundation is a separately incorporated 501 (c) (3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.
- F. In connection with its fund-raising and asset-management activities, the Foundation may require expertise in planning for and managing private contributions and works with both the University and outside consultants to assist and advise in such activities.

- G. This MOU is intended to further define the relationship between the University and the Foundation and to set forth policies and procedures that will contribute to the coordination of their collaborative activities.
- H. This MOU has been reviewed and approved by the State Board of Education.

AGREEMENT

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. Acknowledgment of University Governance

- A. The parties acknowledge that the State Board of Education is responsible for the governance of the University to include overseeing the mission, leadership, and operations; setting priorities and long-term plans; is legally responsible for the performance and oversight; and is responsible for the employment, compensation, and evaluation of all employees, including the President. The University President is the Chief Executive Officer of the University and is authorized to act on behalf of the University by the State Board of Education.
- B. The parties agree that all actions taken pursuant to this MOU shall be in accordance with all University and State Board of Education policies and procedures governing the University. It shall be the duty of the University to obtain and communicate to the Foundation any approval by the State Board of Education that is required by any provision of this MOU or any State Board of Education policy.

II. Acknowledgment of Foundation Governance

- A. The parties acknowledge that the Foundation is a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources to support the various missions of the University.
- B. The parties acknowledge that the Foundation's board of directors is responsible for the operations, control and management of the Foundation including assets of the Foundation and the prudent management of gifts consistent with donor intent.
- C. The parties acknowledge that the Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary

responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

- D. The parties agree that all actions taken pursuant to this MOU shall be in accordance with the Foundation's articles and bylaws. In carrying out its purposes, the Foundation shall not engage in activities that conflict with federal or state laws, rules and regulations (including, but not limited to all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations), applicable policies of the State Board of Education, or the role and mission of the University.
- E. All Foundation organizational documents, including but not limited to the articles of incorporation and bylaws, shall be provided to the University. To the extent practicable, the Foundation shall provide the University with copies of any proposed amendments or changes to such documents.

III. The Foundation's General Relationship to the University

- A. The Foundation shall continue to develop its own strategic plan in collaboration with University leadership. This plan will serve to shape the focus of the Foundation board and inform the University and staff working for or on behalf of the Foundation of Foundation objectives.
- B. The Foundation shall work with University personnel to identify, cultivate, solicit and steward donor support of University priorities.
- C. The Foundation may provide resources and distribute gifts to the University in support of its programs and mission.
- D. The Foundation shall maintain its own directors and officers liability insurance.
- E. No Foundation employee shall receive direct payments, compensation, or other benefits from the University, provided, however, that Foundation employees may be subject to a form of employee loaning arrangement with the University as set forth in Section IX below.
- F. For informational purposes, the Foundation shall provide the University President with an annual report regarding the Foundation's programs, as well as the Foundation's audited financial statement and other such other reasonable information as requested.
 - 1. Not less than annually, the Foundation shall provide a written report to the University President setting forth the following items:
 - a) the annual financial audit report;

- b) an annual report of Foundation transfers made to the University, summarized by department;
- c) an annual report of unrestricted funds received by the Foundation;
- d) an annual report of unrestricted funds available for use during the current fiscal year;
- e) a list of all of the Foundation's officers, directors, and employees;
- f) a list of University employees to whom the Foundation made direct payments for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g) a list of all state and federal contracts and grants managed by the Foundation;
- h) an annual report of the Foundation's major activities;
- i) an annual report of each real estate purchase or material capital lease, real estate investment, or real estate financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j) an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation; provided, however, that the Foundation may withhold such information in its discretion to protect the attorney-client privilege concerning any such matters.

Notwithstanding the obligation to provide the information above, the Foundation shall not be obligated by this Agreement to disclose any confidential or proprietary information concerning any of its donors, including, without limitation, the identification of its donors or any information that is the subject of any confidentiality agreement with any donor, nor shall the Foundation be obligated to disclose any information that is protected or protectable by the attorney-client privilege.

- G. The Foundation may make restricted donations to the University. Such donated funds will only be expended by the University pursuant to the

terms of such restrictions. The Foundation may also make unrestricted donations to the University. Such donated funds will be expended under the oversight of the University President in compliance with state law and University policies. All expenditures noted in this section must comply with the I.R.S. 501 (c) (3) code and be consistent with the Foundation's sole mission to support the University.

- H. The Foundation shall not enter into any contract that would impose a financial or contractual obligation on the University without first obtaining the prior written approval of the University and, if required by applicable law or policy, the State Board of Education.

IV. The University's General Relationship to the Foundation

- A. The University President shall be responsible for communicating University priorities and long-term plans to the Foundation.
- B. The University recognizes that the Foundation is a private, nonprofit corporation with the authority to keep all records and data confidential consistent with the law.
- C. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University.
- D. The University President shall work closely with the Foundation board and shall assume a prominent role in fund-raising activities. The President shall also attend Foundation board meetings by invitation, but shall not serve as a Foundation board member and shall not vote at such meetings.
- E. The University shall establish and enforce policies that support the Foundation's ability to respect the privacy and preserve the confidentiality of donor records.
- F. The Foundation board of directors shall have sole responsibility and authority for Foundation policy-making, financial oversight, spending authority, investment decisions, or supervision of Foundation employees.
 - 1. No University employee who functions in a key administrative or policy making capacity for the University (including, but not limited to, any University Vice-President or equivalent position) shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of Foundation employees, including Loaned Employees-; provided, however, a University employee may be permitted to make recommendations to the Foundation

related to, among other things, the Foundation's policy making, strategic direction and fundraising activities.

- G. No University employee shall receive direct payments, compensation, or other benefits from the Foundation, provided that the Foundation may pay for those benefits which are necessary for its normal course of operation, including, but not limited to, travel and continuing professional education.
 - H. The University shall continue to require all of its affiliated foundations and nonprofit organizations to direct revenue, including gift and membership dues, to the Foundation for management. Each separate affiliated nonprofit organization or foundation has as its corporate or organizational purpose the enhancement and improvement of the University or its parts. As such, the parties acknowledge that it is proper and prudent for the Foundation to manage the funds of those affiliated foundations or nonprofit organizations.
 - I. The University and the Foundation acknowledge that the Foundation, as an independent entity, carries out functions for the benefit of the University. As such, the University shall share certain information with regard to donors, alumni and other such information needed by the Foundation to carry out its beneficial functions for the University. All such information shall be held by the Foundation as confidential and shall only be used in a manner that benefits the University.
 - J. The University will, on a regular basis and no less than once a year, transfer duplicate graduate (alumni) records to include all demographic and relationship data that might assist the Foundation in carrying out its mission. The University shall retain for its own purposes, student and graduate data to fulfill its service mission. Such transfer shall be accomplished via separate agreement between the parties.
- V. Foundation Name, Seal and Logotype
- Consistent with its mission to help to advance the plans and objectives of the University, the University grants the Foundation the limited, non-exclusive use of the name, Boise State University, for use in advancement purposes; however, the Foundation shall operate under its own seal and logotype and shall not use the University seal, logo or other identifying marks in the promotion of its own organizational business and activities.
- VI. Foundation Responsibilities
- A. Fund-Raising

1. The Foundation shall endeavor to create a relationship of trust, understanding and confidence conducive to increasing levels of private support for the mission and priorities of the University and shall accept gifts on behalf of the University.
2. The Foundation, in consultation with the University President, shall plan and execute comprehensive fund-raising and donor acquisition programs in support of the University's mission. These activities and any related services shall be provided by the Foundation as an independent organization.
3. The Foundation shall establish, adhere to, and periodically assess its gift and grant management and acceptance policies. It shall promptly acknowledge and issue receipts for all gifts and grants on behalf of the Foundation and the University and provide appropriate recognition and stewardship of such gifts and grants. No gifts, grants or transfers of real or personal property will be accepted by the Foundation which do not comply with state law, State Board of education policy, and University policy.
4. The Foundation shall not accept gifts or grants containing a condition committing the University contractually without prior written approval of the University President or Vice President for Finance and Administration.
5. The University shall coordinate fund-raising initiatives through the Foundation.
6. The University leadership shall work in conjunction with the Foundation board to identify, cultivate, and solicit prospects for private gifts.
7. The Foundation shall establish and enforce policies to protect donor confidentiality and rights. The donor database, as well as other data, materials and information of the Foundation pertaining to past, current or prospective donors, are proprietary to the Foundation and constitute its confidential information and trade secrets. The University shall not access Foundation information except in compliance with the Foundation's donor confidentiality policies. The Foundation and University shall take the steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.
8. The Foundation's board of directors shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of

its business. The parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code and the Idaho Open Meeting Law and Access to public records statutes. Nothing in this MOU shall be construed as a waiver of the Foundation's right to assert exemption from these statutes.

9. The Foundation shall maintain and enforce a conflict of interest policy.

B. Asset Management

1. The Foundation shall establish asset-allocation, disbursement, and spending policies in accordance with applicable federal and state laws including the Uniform Prudent Investor Act (UPIA) and the Uniform Prudent Management of Institutional Funds Act (UPMIFA).
2. The Foundation shall receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.
3. The Foundation shall engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records.
4. As part of the Foundation's fund management, all other University affiliated organizations shall utilize an accounting and database management system that is compatible with the Foundation. The Foundation shall have access to such information for purposes of fund and data management and the continued enhancement of the University.

C. Foundation Flexibility

1. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board of Education. In the event of a proposed purchase of real estate for such purposes by the Foundation, the University shall notify the State Board of Education at the earliest possible date of such proposed purchase for such purposes. Furthermore, any such proposed purchase of real estate for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board of Education required pursuant to

this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho law.

2. The Foundation shall conduct reasonable due diligence on all gifts of real property that it receives, and the Foundation may rely on various reports, studies, and inquiries conducted by the University in connection with the Foundation's due diligence. All gifts of real property intended to be held and used by the University shall be approved by the State Board of Education before acceptance by the University and the Foundation. In cases where the real property is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property
3. The Foundation may serve as an instrument for entrepreneurial activities for the University and engage in such activities to further University purposes. Provided, however, that the University must receive the required approval of the State Board of Education in advance of any such action or commitment.
4. The Foundation may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt issued by their parties, or engage in other activities to increase Foundation revenue. The terms of any agreements related to these purposes shall clearly delineate the Foundation's independence from the University. Provided, however, that the University must receive approval of the State Board of Education in advance of any action or commitment by the University that requires such Board approval.
5. When distributing gift funds to the University, the Foundation will disclose any terms, conditions, or limitations imposed by donors or by law on the gift. The University will abide by such restrictions and provide appropriate documentation of such compliance to the Foundation.

D. Transfer of Funds

1. The Foundation is the primary depository of private gifts and will transfer funds to the designated entity within the University in compliance with applicable laws, University policies, and gift agreements.
2. Foundation funds shall be kept separate from University funds.

3. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board of Education except when:
 - a) A donor inadvertently directs a contribution to the University that is intended for the Foundation; or
 - b) The University has gift funds that were transferred from and originated in the Foundation and the University wishes to return a portion of funds to the Foundation for reinvestment consistent with the original intent of the gift; or
 - c) The University has raised dedicated scholarship funds through an University activity and the University wishes to deposit the funds with the Foundation for investment and distribution consistent with the scholarship nature of the funds; or
 - d) Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general University support purposes. This exception shall not be interpreted to allow the transfer of any appropriated funds nor apply to payments by the University to the Foundation for approved obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
4. The Foundation's disbursements on behalf of the University shall be reasonable business expenses that support the University, are consistent with donor intent, and do not conflict with the law.
5. The Foundation retains the right to disburse funds to other not-for-profit 501(c) (3) organizations under agreements it might have with donors.

VII. Foundation Funding and Administration

- A. The Foundation shall be responsible for establishing a financial plan to underwrite the cost of Foundation programs, operations, and services.
- B. The Foundation shall have the right to use a reasonable percentage of the annual unrestricted funds, assess fees for services, or impose gift taxes, to support its operations.

- C. The University may provide to the Foundation office space, equipment, computer and telephone systems, utilities, and office supplies that may be necessary or required to fulfill its responsibilities and obligations pursuant to the terms of a written agreement described in Section IX below.
- D. The Foundation shall maintain an annual operating budget and will provide a copy of the budget to the University President for informational purposes. Oversight of Foundation expenditures rests with the Foundation Audit Committee under review no less than once a quarter.
- E. The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The University shall, at any time, have access to the financial records of the Foundation. The scope of this right of the University shall be construed as broadly as needed to conduct a complete audit of the Foundation as such an audit would be conducted under generally accepted accounting procedures if the University should so require. The University need not conduct an actual audit to be afforded such access and shall be given such access at any time.
 - 1. The University's access shall not include any confidential or proprietary information concerning any of its donors, including, without limitation, the identification of its donors or any information that is the subject of any confidentiality agreement with any donor, nor shall the University's access include any information that is protected or protectable by the attorney-client privilege.
- F. The Foundation shall maintain a provision in its corporate documents for dissolution consistent with the State Board of Education Policy and applicable law.

VIII. University Responsibilities

- A. The University will work with the Foundation to ensure that the University and its affiliated organizations comply with all of the terms of MOU.
- B. The University will develop and report fund-raising goals to the Foundation regarding the development activities of University employees.
- C. The University may provide administrative and other support for development activities of the Foundation so long as such services are provided in accordance with Section IX below.
- D. University leadership will participate as spokespersons for the University and in donor solicitation as appropriate in support of the Foundation. The University shall educate its spokespersons regarding the independence of

the Foundation from the University and instruct its spokespersons to communicate the Foundation's independence from the University.

IX. Services, Facilities, and Resources Provided by the Foundation and the University to One Another

A. The Foundation and University agree that in consideration for services, office space, equipment, computer and telephone systems, utilities, and offices supplies provided to one another, each party shall provide the other with fair and reasonable consideration to be negotiated annually by June 1 of the preceding fiscal year pursuant to a written agreement that specifies the nature of such services, facilities, and resources and the compensation that will be paid for such services by each of the parties. The rate assessed for the use of either party's services, facilities, and resources shall be at fair market value.

1. It is the intent of the parties that the University provide as little such support as reasonably necessary to support the Foundation's operation pursuant to this Section IX. A. The parties agree that the long-term goal is that the Foundation become self sufficient.

B. The Foundation and the University shall enter into a written agreement establishing that certain identified employees of the University are subject to the direction and control of the Foundation (generally a "Loaned Employee Agreement"). The Loaned Employee Agreement shall also set forth the relative rights and responsibilities of the Foundation and the University with respect to such employees, including the following:

1. The Foundation shall have the right to choose to terminate the Loaned Employee Agreement in accordance with Foundation Procedures and applicable law, such termination may include election by the Foundation for non-renewal of the Loaned Employee Agreement.
2. Termination of the Loaned Employee Agreement in accordance with the Foundation procedures and applicable law shall result in a termination of the Loaned Employees' employment with the University, or non-renewal of the Loaned Employee's contract with the University, if any.
3. Loaned Employees shall be subject to the supervision, direction and control of the Foundation board of directors and shall report directly to the Foundation chair or her/his designee.
4. The Loaned Employees shall be entitled to the fringe benefits of employment offered by the University. The Foundation shall be

responsible for the cost of all compensation and benefit costs of the Loaned Employees working for the Foundation.

- C. The Foundation agrees to provide a safe and proper working environment for the Loaned Employees. Since the Foundation has the right to control the employees, the Foundation (in addition to other indemnifications herein granted) hereby agrees to defend and indemnify the University from and against all claims that arise within the course and scope of the employment of such Loaned Employees and to act as the employer for all purposes under *respondeat superior*. The Foundation shall ensure that its employees do not represent themselves as agents or employees of the University. All employees covered by the Loaned Employee Agreement shall, for all practical purposes, be Foundation employees and shall not be considered employees of the University.

X. Meetings and Continued Communications Regarding MOU

To ensure effective achievement of the items of this MOU, the University and Foundation officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

XI. Miscellaneous

- A. Indemnification. The University and the Foundation each agree to indemnify, defend and hold the other party, their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the party, its employees, contractors, or agents in performing its obligations under this MOU. This indemnification shall include, but not be limited to, any and all claims arising from an employee of one party who is working for the benefit of the other party. Nothing in this MOU shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 et seq.

B. Term and Termination.

1. The term of this MOU shall terminate upon the mutual written agreement of both parties.
2. As a prerequisite to any other termination of this MOU by either party, the parties agree to first follow and complete the mandatory process, in sequence, set forth in Section XI. C. (Dispute Resolution). If and only if all the mandatory steps in section XI. C.

are followed in sequence, then, either party may, upon 90 days prior written notice to the other, terminate this MOU, and either party may terminate this MOU in the event the other party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting part specifying the nature of the default. Should the University choose to terminate this MOU by providing 90 days written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this MOU by providing 90 days written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt the University holds on behalf of the Foundation in like manner. The parties agree that in the event this MOU shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. If a new agreement is not reached in such time and Section XI. C. (Dispute Resolution) has been followed, the parties shall refer the matter to the State Board of Education for assistance in reaching a resolution.

3. Termination of this MOU shall not constitute or cause dissolution of the Foundation.
- C. Dispute Resolution. The parties agree that in the event of any dispute arising from this MOU, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Chair of the Foundation and the University President. If the Foundation Chair and University President cannot resolve the dispute, then the dispute will be referred to the Foundation Chair and the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the parties.
 - D. Litigation. As a prerequisite to any litigation filed between the Foundation and the University on any matter whatsoever, the parties agree to first follow the process set forth in Section XI. C. (Dispute Resolution), unless the dispute concerns a written agreement between the parties that provides for an alternative means of dispute resolution, in which case the terms of such alternate means of dispute resolution contained in the separate agreement shall apply. If and only if all the mandatory steps in

section XI. C. are followed in sequence and a dispute remains unresolved, then, in such case, either party shall have the right to initiate litigation on issues arising from this MOU. In the event of litigation, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

- E. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's bylaws and its articles of incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501(c) (3) organization, the Foundation shall transfer its assets and property to the State Board of Education to be held for the use of the University, to the University, to a reincorporated successor Foundation in accordance with the law and donor intent.
- F. Headings. Headings are for reference only and do not affect the interpretation of this MOU.
- G. Governing Law. This MOU shall be governed by the laws of the state of Idaho.
- H. Legal Representation. The parties acknowledge that they have retained separate legal counsel to draft and review this MOU on behalf of each party.
- I. No Third Party Beneficiaries. This MOU shall not be construed to create any rights, remedies, or benefits upon any third party.
- J. Separate Entities. At all times and for all purposes of this Memorandum of Understanding, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other party. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members or employees.
- K. Non-Assignability. This Agreement is not assignable by either party, in whole or in part.
- L. Severability. If any provision, term, or part of this MOU, except for the provisions of this MOU requiring prior appropriation, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Idaho, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers as of the date first above written.

UNIVERSITY:

FOUNDATION:

President,
Boise State University

Chair,
Boise State University Foundation, Inc.

Date: _____

Date: _____

Secretary,
Boise State University Foundation

Date: _____

CONSENT
DECEMBER 13, 2012

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing lease to the US Geological Survey at the UI Research Park in Post Falls

REFERENCE

December 2002

Board approved original lease

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.(1)

BACKGROUND/DISCUSSION

In 2002, the University of Idaho (UI) leased 3,786 square feet of office and laboratory space (and some additional exterior storage area) at the Jacklin Science and Technology Building to the US Geological Survey. The lease has accommodated USGS water resource science and research programs at this UI facility. That original lease and a short extension will expire December 31, 2012. The USGS has asked to enter into a new lease for an additional ten years with an option for early termination after five years. The USGS has agreed to an annual lease amount in the first year of \$72,388 with annual escalations. The operational terms of the lease will remain essentially the same as the original lease.

IMPACT

No tenant improvements are required from this renewal, and lease revenue will be used to cover remaining building financing costs and ongoing operational costs for the UI Research Park.

ATTACHMENTS

Attachment 1 – Federal Lease Renewal Documents

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This is a request from the UI for approval to extend a real property lease to the U.S. Geological Survey for ten years. Staff recommends approval.

CONSENT
DECEMBER 13, 2012

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with the US Geological Survey in substantial conformance to the form submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

 1. LEASE NUMBER
MP-509

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)
A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 1,800 rentable square feet of office and related space, 2,000 rentable square feet of warehouse space and 4,000 square feet of outside (fenced) wareyard space located in Post Falls, ID for occupancy not later than October 1, 2012 for a term of 10 years, five-years, firm. Rentable office space must yield 1,800 rentable square feet of ANSI/BOMA Office Area (ABOA) for use by United States Geological Survey (USGS) for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS June 21, 2012.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, Life Safety Code or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|--|--|---|---|---|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL: M,W,F | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> UTILITIES - GAS |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | <input checked="" type="checkbox"/> UTILITIES - ELECTRICITY |
| <input type="checkbox"/> POWER (Special Equip.) n/a | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency: Twice annually | Space: Every five years | <input checked="" type="checkbox"/> UTILITIES - WATER/SEWER |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | | <input type="checkbox"/> OTHER (SPECIFY BELOW) |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV & SUPP:
M,W,F | Frequency: Twice annually | | |

6. OTHER REQUIREMENTS

- a) USGS Space Requirements - Enclosed
- b) Janitorial Requirements - Enclosed

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
 - ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - ☐ APPROXIMATELY EQUAL TO PRICE
 - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - ☐ (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remains open until lease award)**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Jacklin Science & Technology Building University of Idaho Research Park 721 Lochsa Street, Suite 7 Post Falls, ID 83854	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) One	b. ROOM NUMBER(S) Suite 7, Room 201
	c. SQ. FT. RENTABLE 3,786 ABOA 3,786	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE 1,766 Office <input checked="" type="checkbox"/> OTHER (Wareyard) Vehicle Storage Corral (4,000sf) <input checked="" type="checkbox"/> INDUSTRIAL/WAREHOUSE 2,000 sf

B. TERM

3. To have and to hold, for the term commencing on October 1, 2012 and continuing through September 30, 2022 inclusive. USGS may terminate this lease in whole or in part at any time on or after September 30, 2017, by giving at least 120 days-notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$72,338.32	7. HVAC OVERTIME RATE PER HOUR NA	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO: (Name and address) Wells Fargo Northwest NA Account: University of Idaho, Moscow Eastside Office Account No: 0280802612 1313 S. Blaine St Routing No: 121000248 Moscow ID 83843 BIC/SWIFT No: WFBIUS6S ATTN: Ashleigh Bright, abright@uidaho.edu , (208) 885-7447, -9209 FAX - include department or name of person sending invoice to ensure payment notification
6. RATE PER MONTH \$6,032.36		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Charles Buck
Jacklin Science and Technology Center
University of Idaho Research Park
721 Lochsa Street
Post Falls, ID 83854

9b. TELEPHONE NUMBER OF OWNER 208.777.4700	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)		
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Ron Smith		11b. TITLE OF PERSON SIGNING Vice President for Finance and Administration	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT			11d. DATE

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents:

- (a) GSA Form 3626,
- (b) Representations and Certifications
- (c) Government's General Clauses
- (d) TEN YEAR PAYMENT CHART ATTACHED AS PAGE 3.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print)	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
---	--------------------------------------	----------

Addendum to Form 3626, Page 1, Paragraph 6. Other Requirements:

b) Janitorial Requirements:

4.9 JANITORIAL SERVICES (SEP 2000)

A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at www.gsa.gov/p2products.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

Janitorial Service: Monday, Wednesday and Friday:

- Empty Trash
- Vacuum Carpeted Areas
- Sanitize Restrooms, Replace Paper Supplies and Soap – All Supplies Included

Two Times per year:

- Clean Carpet
- Clean Windows
- Clean Blinds

Initials: _____ & _____
Lessor Government

SPACE REQUIREMENTS

Idaho Water Science Center, Post Falls, Idaho Field Office

Revised January 18, 2012

Contiguous office, water field preparation area, shop, warehouse and secured outside storage is requested.

Normal working hours: 5:30 a.m. to 5:30 p.m.; however, 24-hour access to the facility is required.

Area for consideration: Space must be located in an office, research, technology, light industrial or business park with an attractively landscaped site with surrounding development well-maintained and in consonance with a professional image. The delineated area is in Post Falls, Idaho between the listed locations. S Pleasant View Road would be the East boundary. West boundary will be Clearwater loop. Clearwater loop also acts as Southern boundary. The North boundary is W Selway AV. This location meets the needs of Idaho Water Science Center geographically and also lets us utilize the University of Idaho Research facilities for furthering our scientific goals.

The USGS field office in Post Falls, Idaho – Conducts water data collections throughout northern Idaho.

See Appendix I for more a detailed description of the delineated area.

Space Requirements: A total of 3,786 rentable square feet of office and office support space together with approximately 1,300 usable square feet of enclosed warehouse space and 4,000 usable square feet of secured, uncovered outside storage space. All office space and office support space must be on the same floor and contiguous. All of the warehouse space, fenced parking space, and outside storage space must be on one level. A minimum of 12 public parking spaces must be available for employee and visitor parking within 300 ft of the buildings.

The space shall consist of the following:

Office and Office Support -	1,740 usable square feet
Library	360 usable square feet
Sample Prep Room -	385 usable square feet
SUB-TOTAL	2,485 usable square feet
 Shop (Lt Industrial)/Warehouse	 1,300 usable square feet

Secured Outside Storage -	4,000 usable square feet
SUB-TOTAL	5,300 usable square feet

GRAND TOTAL	7,785 usable square feet
--------------------	---------------------------------

Each office or workstation shall contain at least 1 "computer" (IG) outlet (isolated-ground) duplex receptacle. Said receptacles shall not exceed 4 in number per 20-amp circuit, and shall be installed in accordance with the most recent, edition of Federal Information Processing Standards pub. 94.

Install at least two (2) standard 110/120V receptacles in private or semi-private office, each on separate walls.

DEFINITION

Standard work area telecommunications cabling shall consist of two Category 5e (or better) voice and two Category 5e (or better) data cables. Both telecommunications cables shall be installed in accordance with TIA/EIA-568-B standards, connecting from a telecommunications closet Category 5e (or better) patch panel to two (2) dual outlet (or quad outlet with 2 blanks) on separate walls, in the user work areas. Mail/Copy area will have additional connectivity requirements.

Office Space, totaling **950** net usable square feet (NUSF), comprise of the following:

- | | | | |
|-----|------------------------------------|---------------------|---------------------------|
| i. | Private office (7) | 120 ft ² | 840 ft² |
| ii. | Private or Semi-Private office (1) | 110 ft ² | 110 ft² |

Office Support Space, totaling **760** NUSF comprise of the following:

- i. *Reception area*, approximately 200 NUSF, must be located at the main entrance area, open office space for receptionist, waiting accommodations, and area to display USGS literature and information. Install four (4) duplex 110/120V isolated grounded receptacles.
- ii. *Mail/Copy area*, approximately 360 NUSF, to be located contiguous to reception area, to contain copy machine, fax, printer, postal meters/scales, and mail boxes. Install dedicated 110/120V isolated ground receptacle for the copy machine. Install eight (8) 110/120V isolated ground receptacles. In addition to the standard voice and data outlet requirements, four (4) additional data connections are required for a total of six (6) data connections in the

Mail/Copy area.

- iii. *Central Files Area*, approximately 200 NUSF, to be located next to Reception area. Area to contain file cabinets.

Library, 360 NUSF comprised of the following: 3 full size map cased, 9 filing cabinets, and 2 book shelves. Install two (2) 110/120V isolated ground receptacles. In addition to the standard voice and data outlet requirements, two (2) additional data connections are required for a total of two (2) data connections in the library area

Sample Prep Room, 385 NUSF comprised of the following: A deionized-water unit, refrigerator, and a freezer are operated inside the room. If these devices are put INSIDE the room, plan for additional 190-200 NUSF. A fume extractor (Provided by Government) must be installed and vented through the roof. Plumbing will need to accommodate at least one sink and a deionized-water system (for which a floor drain is very desirable) USGS provided. A door(s) needs to be located so that lab is isolated from shop activities and the outside is minimized.

Shop (Lt. Industrial)/Warehouse totaling 1300 NUSF comprised of the following:

Storage shelving, work benches, grinders, drill press, welder and cutting torch (Provided by Government). 115V 20amp outlets every 4 ft with (2) 220 Volts 30amp outlets 41 inches above floor on 2 opposite walls for standard shop use. This area needs open space for working on projects. Flammables cabinet (Provided by Government). There needs to be an automatic roll-up door to access equipment. Roll-up door requirement is 10 feet wide by 12 feet high. Outside loading zone is required just outside of roll up door for vehicle parking when loading and unloading equipment.

Secured Outside Storage (fenced) totaling 4,000 NUSF:

This space needs to be positioned in a way for mobility of parking trailers, boats and campers while having storage space for material like metal, iron, steel and outside storage containers for fuels and oils. This space needs 24/7 access. Must be in close proximity to office/shop space. Install two (2) 110/120V isolated ground receptacles.

MISCELLANEOUS:***Telephones and cabling***, special office requirements:

- a. Minimum of three (8) leased telephone lines and one (1) digital data circuit (minimum T1 capable) shall be installed in the telecommunications closet. Installation of these circuits shall be contracted by the USGS.
- b. New telephone central control unit with a public address feature will be provided by the USGS.
- c. Proper grounding of all computer and telephone plugs, i.e. no floating grounds
- d. Category 5e (or better) data/phone, telecommunications cables shall be installed in accordance with TIA/EIA-568-B standards, from the computer room patch panel to dual (or quad with two blanks) wall receptacles throughout the office space. Data and voice cabling will terminate to an organized patch panel in a centralized telecommunications closet and include available termination points for expansion, if required.
- e. Every computer network and telephone cable must be labeled on each end and certified. Every computer network and telephone wall receptacle plate must be labeled.
- f. Phone installation utilizing USGS supplied handsets and control unit shall be contracted by the USGS.

Electrical Power, special office requirements

- a. Adequate number of electrical circuits to power a PC and printer at each computer network wall receptacle location. This is approximately one 20-amp circuit for every 2 employees.

SECURITY REQUIREMENTS

1. In addition to security fencing or government vehicle parking, adequate lighting (24 hours) must be provided in the visitor, personnel (public), and government vehicle parking areas and entry and exit points.
2. An emergency lighting system must be installed in common areas (hallways and all entrances) in case of building power failure.
3. Emergency power must be provided to all critical systems (alarm systems, fire systems, and egress doors, etc.)
4. The lessor must secure utility areas and provide utility access only to authorized individuals. Access to electrical breaker boxes will be

restricted to authorized individuals including lessee-appointed personnel.

**GENERAL CLAUSES
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.

5. **52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.

6. The following clauses are incorporated by reference:

- | | |
|-----------------|--|
| GSAR 552-203-5 | COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.) |
| GSAR 552-203-70 | PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.) |
| FAR 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION) |
| FAR 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.) |
| FAR 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.) |
| FAR 52.219-16 | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.) |
| GSAR 552.219-72 | PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.) |
| GSAR 552.219-73 | GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.) |

INITIALS: _____ & _____
LESSOR GOVERNMENT

CONSENT - BAHR - SECTION II

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number MP-509	Dated 10/30/12
---	--------------------------------------	--------------------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: _____ & _____
LESSOR GOVERNMENT

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2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☒ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: _____ & _____
LESSOR GOVERNMENT

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5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)**(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☒ TIN: 82-6000945
 [] TIN has been applied for.
 [] TIN is not required because:
 [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 [] Offeror is an agency or instrumentality of a foreign government;
 [] Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- [] Sole proprietorship;
 [] Partnership;
 [] Corporate entity (not tax-exempt);
 [] Corporate entity (tax-exempt);
☒ Government entity (Federal, State, or local);
 [] Foreign government;
 [] International organization per 26 CFR 1.6049-
 [] Other _____

4;

(f) Common Parent.

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 [] Name and TIN of common parent:

Name _____

TIN _____

6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

INITIALS: _____ & _____
 LESSOR GOVERNMENT

GSA FORM 3518A PAGE 3 (REV 1/07)

establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 075746271

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☒ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE <u>Ronald E Smith</u>	NAME, ADDRESS (INCLUDING ZIP CODE) NAME <u>Ronald E. Smith</u> STREET <u>875 Perimeter Dr MS3168</u> CITY, STATE, ZIP <u>Moscow ID 83844-3168</u> _____ Signature	TELEPHONE NUMBER <u>208-885-6174</u> <u>10/30/12</u> Date
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INITIALS: _____ & _____
LESSOR GOVERNMENT

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Lease Number: SFO MP-509, USGS Post Falls, ID

Form 3626, Part III, 1. (d) includes the following changes or additions:

Ten Year Payment Chart

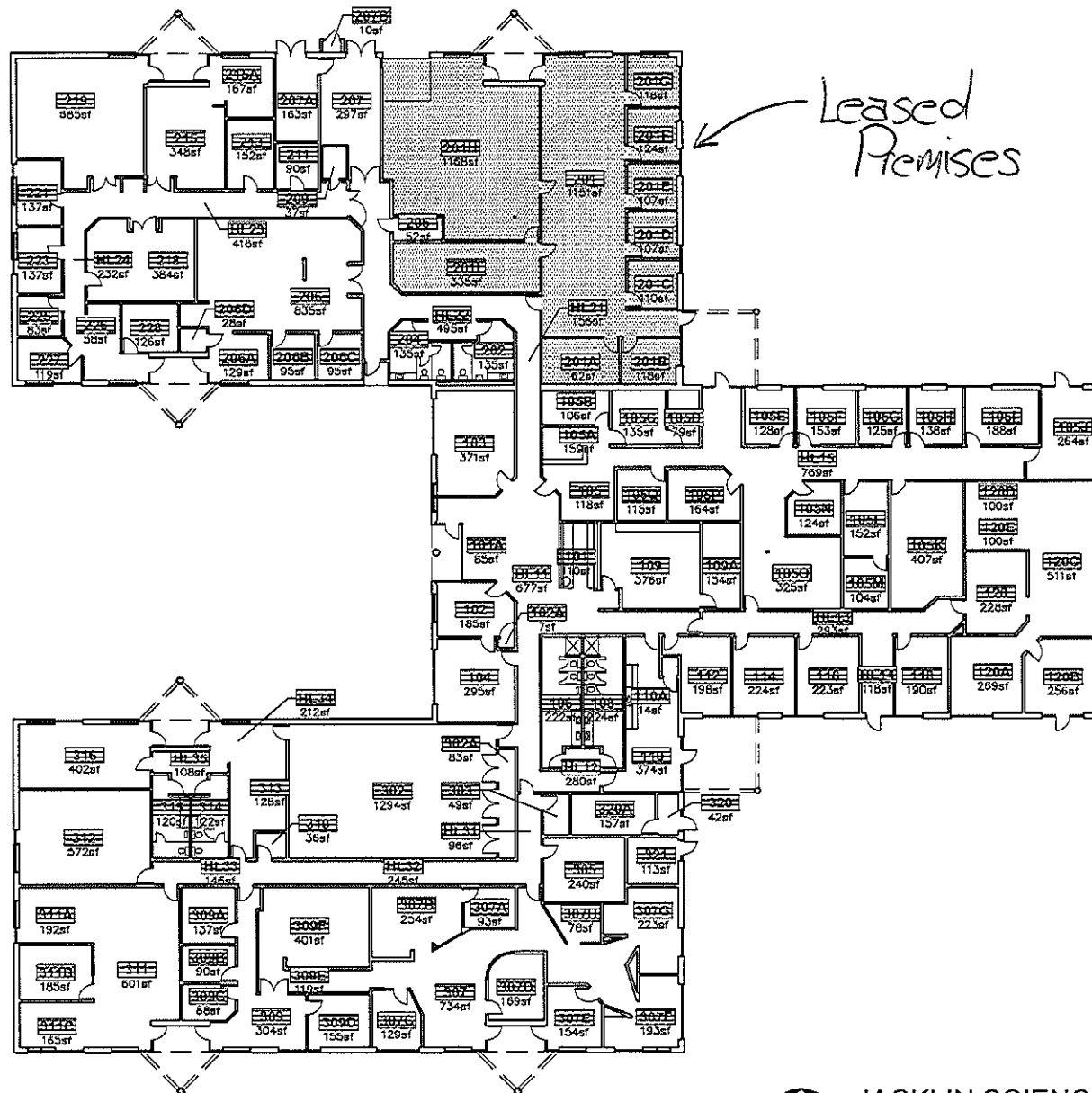
<u>Year</u>	<u>Annual Rate/SF</u>	<u>Total Annual Rent</u>
Oct 2012-Sept 2013	\$19.12	\$72,388.32
Oct 2013-Sept 2014	\$19.36	\$73,293.17
Oct 2014-Sept 2015	\$19.60	\$74,209.34
Oct 2015-Sept 2016	\$19.85	\$75,136.96
Oct 2016-Sept 2017	\$20.09	\$76,076.17
Oct 2017-Sept 2018	*	*
Oct 2018-Sept 2019	*	*
Oct 2019-Sept 2020	*	*
Oct 2020-Sept 2021	*	*
Oct 2021-Sept 2022	*	*

* Annual Rent amount for October 2017-September 2018 and each remaining year of the Term thereafter shall be adjusted proportionately by the percentage increase or decrease of the "Consumer Price Index - Urban Wage Earners and Clerical Workers", Series ID: CWUR0000SA0 ("Index"), prepared by the United States Department of Labor, Bureau of Labor Statistics, using a Base Month of October 2016 (as reported by the Bureau of Labor Statistics at that time). This annual adjustment to Total Annual Rent (occurring in October of each year of the Term beginning in 2017) to the annual base rent amount of \$76,076.17 (the "Escalation Base Rent Amount") will be established by determining the percentage increase (or decrease) from the Base Month of October 2016 to that value reported on Index for August 2017 and then for each August of the Term thereafter. The Total Annual Rent for October 2017-September 2018 and each year of the Term thereafter shall be calculated by adding the resulting percentage increase (or decrease), as described above, to the Escalation Base Rent Amount. In the event this report is discontinued, an equivalent reporting measure of US dollar value inflation shall be used for this annual rent adjustment.

Initials: _____

Lessor

Gov't



JACKLIN SCIENCE & TECHNOLOGY CENTER - #490

FIRST FLOOR

06-30-2011

0 17.5' 35' 70'



SCALE: 1" = 35'-0"

CONSENT
DECEMBER 13, 2012

SUBJECT

Quarterly Report: Programs and Changes Approved by Executive Director

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.4.b.(ii), Program Approval and Discontinuance

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.4.a and b.(ii), Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year. Board policy also requires Executive Director approval for "Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000."

Consistent with Board Policy III.G.4.b.(ii), "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, and discontinuations from Idaho's public colleges and universities that were approved between August 2012 and November 2012 by the Executive Director.

ATTACHMENTS

Attachment 1 – List of Programs and Changes Approved by the
Executive Director

Page 3

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

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**CONSENT
DECEMBER 13, 2012**

**Academic Programs
Approved by Executive Director
August 2012 – November 2012**

Boise State University
New Quantitative emphasis within the BA in Economics
Discontinue AS in Radiologic Sciences
New Diagnostic Radiology emphasis within the BS in Radiologic Sciences
Rename BS in Exercise Science to BS in Kinesiology and Collapse Exercise Physiology and Fitness Evaluation Programming emphases into one called Exercise Science and also create a new Pre-Allied Health emphasis
New Sustainability Minor
Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)
Change the name of existing Master of Science in Exercise and Sports Studies to Master of Science in Kinesiology
Change the name of existing Reading Education Center to Literacy Center
Change the name of Master of Health Science, General Research emphasis to Master of Health Sciences, Evaluation and Research emphasis
Change the name of BS in Political Science, International Relations emphasis to Bachelor of Science in Political Science, International Relations to Comparative Politics

Idaho State University
Discontinue Pre-Architecture Program
Discontinue B.A. in American Studies, American Studies Minor
Other Non-substantive Changes (does not require approval but is required to notify OSBE per policy III.G.)
Change name of Health and Nutrition Sciences to Health Education and Promotion
Move the Bachelor of Science in Health Sciences to the Division of Health Sciences
New BA in Dance, Choreography and Performance

University of Idaho
Addition of Business Law and Entrepreneurship Emphasis under the Law Program
Discontinue Ed.S. in School Psychology
New Graduate Certificate, Rehabilitation Counseling Category R
Discontinue Minor in Classical Studies

**CONSENT
DECEMBER 13, 2012**

Discontinue Sustainable Small Acreage Farming and Ranching Academic Certificate

Discontinue B.S, Physical Education, in Athletic Training

**Professional - Technical Education Programs
Approved by Executive Director**

Program Activity	Institution
Combine Surgical Technology and Surgical First Assisting to be called Surgical Services. There will be three options: Central Sterile Processing Technician, PTC Surgical Technology, AAS Surgical First Assisting, AAS	CSI
Move the Robotics and Communication Systems Technology Program to the Technical Department from ESTEC	ISU

CONSENT
DECEMBER 13, 2012

IDAHO STATE UNIVERSITY

SUBJECT

Facility Naming

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.K.3., Naming/Memorializing Buildings and Facilities.

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests State Board approval to name two locations at ISU: (1) The Carlos D. Jones Family Loge in the Jensen Grand Concert Hall and (2) the Dr. Dale H. Magleby Specimen Preparation Room in the planned Anatomy and Physiology (A&P) Lab at the Meridian Center.

1. Dorothy Jones was a long-time annual donor to ISU. She remembered the ISU Foundation with a gift of 50% of the interest in her estate. Her personal representative, Mr. Scott Jones, is at liberty to determine the use of the gift. The ISU Foundation proposed to Mr. Jones, and if approved, Mr. Jones will agree to designate a gift of \$155,000 toward the debt on the Stephens Performing Arts Center. In recognition of the gift, his preference is to name loge #401 in the Jensen Grant Concert Hall for the Jones family, specifically, "The Carlos D. Jones Family Loge." Further, Ms. Jones' gift will be matched with an equal gift from the Estate of Beverly B. Bistline, resulting in a total allocation of \$310,000 toward the debt.
2. The plans for the A&P Lab in Meridian include a small "prep room" off the main cadaver lab. The room is intended for storage, as well as a space to prepare small specimens or have students or faculty work on specimens alone or in very small groups. This is not a teaching space, but a preparation area. The Eugene Magleby Foundation trustees would like to name this space the "Dr. Dale H. Magleby Specimen Preparation Room" in honor of Eugene Magleby's brother, also an alumnus of ISU, and a medical doctor and medical school faculty member. The Magleby Foundation has completed a gift of \$30,000 to this end, and has pledged to complete the \$20,000 gift upon approval of the naming opportunity.

The ISU Facility Name Designation Committee agreed that these are valid naming requests and recommended approval. This recommendation was approved by President Arthur Vailas on November 13, 2012. Because a prior commitment for naming was made to prospective donors prior to approval by President Vailas, these are also being submitted to the State Board of Education for approval.

CONSENT
DECEMBER 13, 2012

IMPACT

Approval of this request will allow ISU to recognize both the Jones and the Magleby families and the contributions they have made to ISU.

STAFF COMMENTS AND RECOMMENDATIONS

Based on the information provided both requests appear to be within Board policy. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to name two locations at ISU: The Carlos D. Jones Family Loge in the Jensen Grand Concert Hall and the Dr. Dale H. Magleby Specimen Preparation Room in the planned Anatomy and Physiology Lab at the Idaho State University Meridian Center.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

Facility Naming

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.K.3., Naming/Memorializing Buildings and Facilities.

BACKGROUND/DISCUSSION

Bill Robertson began working at Eastern Idaho Technical College (EITC) in January 1972 as an Admissions Counselor. In 1976, he was promoted to Director of Student Services. He became the Associate Director in 1978 and the Dean of Administration in 1996. During this time, he served as Interim Director both in 1990 and 1995-96. Again in 2003, he was appointed as the Interim President. On July 1, 2004, he was appointed President of the College by the Idaho State Board of Education.

In recognition of the contribution he has made to EITC, EITC is requesting approval to name the technical building after Bill Robertson.

He has been a participating member of East-Central Idaho Planning & Development Association (ECIPDA), Grow Idaho Falls, and the Partnership for Science and Technology.

Contributions to EITC:

- Oversaw the improvement and expansion of campus facilities such as the recent construction of the new Health Care Education Building at EITC.
- Led an institutional self-study and successful accreditation renewal with the Northwest Commission on Colleges and Universities in 2007.
- Created more outreach opportunities such as the partnership with the Development Company in Rexburg whereby EITC helped secure a 3.5 million EDA grant to build the new Business Development and Health Education Center. In 2007, EITC began health professions training in this new facility.
- Negotiated a \$1.35 million contract in 2007 with Idaho National Laboratory (INL) to provide environmental, safety and health training to INL employees. This is EITC's largest single contract.

The EITC Executive Advisory Council met July 11, 2012 and approved recommending naming the technical building after William A. Robertson.

IMPACT

Approval of this request will allow EITC to recognize the contributions William A. Robertson has made to the college and to Idaho's educational system.

CONSENT
DECEMBER 13, 2012

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Eastern Idaho Technical College to name the technical building the William A. Robertson Building in recognition of the contributions Dr. Robertson has made to Eastern Idaho Technical College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____