U.S. Gov't

Entry Date 5-12-93

Data Base HDOCNDX

Index # INS. 0206058

ORAL HISTORY INTERVIEW

DATE OF DOCUMENT [Date of Interview] = 10 - 30 - 67

OFFICE OF PRIME RESPONSIBILITY = JSC

NUMBER ON DOCUMENT = 00

TYPE OF DOCUMENT [Code for Interview] = 1

PROGRAM [3-letter Program Archive code] = INS

AUTHOR [Interviewee's Last Name] = OULD

LOCATION OF DOCUMENT [Numeric Shelf Address] = 091-3

SUBJECT OF DOCUMENT: [use relevant bold-face introductory terms]

Oral history interview with J. Wallace Ould
[full name of interviewee]

about Legal Affairs
[main focus of interview]

Title: 1962 - ~~Office~~ Chief Counsel, Legal Office
[interviewee's current and/or former title and affiliation]

1968 - "

Interview conducted by Robert B. Merrifield - Staff
[interviewer's name/position]

Historian **at** MSC
[location of interview]

Transcript and tape(s). [for inventory only: # pages 28; # tapes 3]

Masters 2

U.S. Gov't

CONTENTS:

Biographical - [date/place of birth; family background] _____

_____

_____

_____.

Education - BA VMI ; ~~LLB~~ Law Degree, U VA

_____

_____

_____

_____.

Career Path - Private law practice before WW II ; 1942 legal staff War Production Board ; 1947 Atomic Energy Commission ; 1961 NASA

_____

_____

_____.

Topics - In-house administration, agency contractual relationships, real estate mgt, procurement, litigation in federal courts; interview for MSC ~~Legal~~ Counsel (Gierut, Williams, Hjornevik); procurement lawyers & specialists; conditional acceptance; law library, attorneys, access to Director; NASA officials made deputy sheriffs of Harris Co; staffing problems; problem of ~~legal~~ functional responsibilities w/ 1964 HQ instructions re procurement matters; coordination & contract administration; incentive type contracts; Anti-Deficiency Act & contract negotiations; legal office review vs. "legal review" in Procurements; shortage of procurement-knowledgable attorneys; contract review workloads; interface between chief counsel, center management & legal staff; disappointment w/ caliber of ~~MSC~~ personnel; developing employee trust of legal office; legal office neglect by MSC mgt; overtime & missed vacations; courtcase re Corpus Christi tracking station; (cont)

situation where Center employee went to ~~case involving~~ accept public office illegal by TX Constitution to hold 2 offices)

(1370)

Interview with J. Wallace Ould
10/30/67

I obtained my education at Virginia Military Institute with a BA degree, a Law Degree at the University of Virginia, and was in private law practice before World War II. Having had military training, but being unfit for active duty because of poor eyesight, I ended up in Washington, D. C. in 1942 on the legal staff of the War Production Board. That was an agency that had responsibility for mobilizing the industrial resources of the country, and converting them to production of things needed for the war effort.

Until 1947 I was exposed to about five years of legal work in the headquarters Washington office, and to a considerable extent to the terminology used in various segments of industry. When that period was over, I considered going back to private practice but was asked if I would be interested in a position at Oak Ridge, Tennessee with the Atomic Energy Commission. I transfered there in September 1947, and remained there about 14 years. I was assistant general counsel and chief counsel from 1949 until I transfered to NASA in November 1961. The legal work at Oak Ridge was related to research and development work. AEC used somewhat different procurement practices and techniques than NASA. Relationships with the contractors also were on rather different basis from those that NASA maintains so when I transferred, I had to readjust to NaSA's way of doing things. I had to learn new terminology such as the word interface, which I don't think I'd ever heard used before, and of course keep up with new terms that occur

from time to time such as delta, and the phrase"so-and-so is a function of." Terms of this kind are I assume, kindergarten language for engineers but I'd never heard them. In any event, the work at Oak Ridge had been, I think, fair preparation for the NASA work. It included as does the NASA work a substantial amount of in-house administration, agency contractual relationships, real estate management, procurement, and a fairly wide range of legal activities common to a large field organization, including quite a bit of litigation now and then in federal court. The reason I decided to leave Oak Ridge was that I thought work there had approached a plateau and was probably on the decline, insofar as the basic program was concerned. Also, one of the troublesome assignments that I had -- helping the commission dispose of the City of Oak Ridge to private ownership and municipal government -- had been virtually completed. Oak Ridge had been built in the backwoods of Tennessee for the atom bomb project, between 1942 and 1945. The community had housed up to 75,000 people during the height of World War II activity. The Atomic Energy Commission created January 1, 1947, decided that as a long range objective it would dispose of Oak Ridge. There were about 10,000 homes there, perhaps 200 or 300 commercial buildings, a school system with elementary and high school for some thousands of pupils, and of course the typical water supply system, sewage disposal, electrical utility, and all the other municipal facilities that had been required for say up to 75,000 which had declined to 36,000 when I reached there in September 1947.

I had had exposure to a pretty wide range of legal problems, which had worked out pretty satisfactorily by the time the city was incorporated and disposed of, and I figured the time had come for me to move on. Also, many attorneys in our office had grown up and matured and my leaving that opened up some more possibilities for them. My family also did not want to stay in Oak Ridge the rest of their lives, so, it was a result of the combination of all these things that I transferred.

I was interviewed in Washington first by John A. Johnson, who was then General Counsel for NASA and Walter Sawyer, his deputy. They did not discuss the details of the work with the Manned Spacecraft Center at that time (September 1961). Of course the nucleus of the Manned Spacecraft Center was still at Langley Air Force Base. I understood that the practice was for the General Counsel to interview prospective candidates for legal positions and pass on their qualifications, but actual selection would be made by the installation director. The same day I was interviewed by Dr. Gilruth, Walter Williams, and Mr. Hjornevik. At the time the interviews struck me as being rather strange, although it was perhaps quite natural. No one asked me any questions in regard to my job interests, my knowledge, capabilities, motivation, etc. They may have been briefed by Johnson or Sawyer concerning my background, but anyway, I as I recall one or two remarks were made and we sat there silently for perhaps 30 or 60 seconds. I finally decided that if we were going to have a real interview I had

better take the initiative. So I started mental cross examination of myself so to speak -- making up my own questions to ask myself, much as I would if I were in their place. Of course I considered the questions silently and spoke the answers. I recall that at one point I mentioned the fact that I did not consider myself to be an expert on procurement matters under the Armed Services Procurement Act, and the response to that was that the Center already had enough procurement lawyers. What they were looking for was a general counsel. That somewhat relieved my mind as to the difference between AEC and NASA in procurement practices. Incidentally, I discovered later that the Center had only employed two people qualified as procurement lawyers and no more. The actual needs, as I discovered too late, were probably more in the range of four to six, perhaps more, with a billion and a half dollar procurement budget in the offing. The Center then had a group of six or eight procurement specialists in the Procurement and Contracts Division, and evidently considered them procurement attorneys. That group was being formed before I came on board, evidently with the intent of giving the Procurement Division its own intra-division legal staff. It would be responsive to the policies and the direction of the division chief and would meet the deadlines that he established. That was somewhat experimental I think, and it continued for perhaps three to four years before it was abandoned as unsatisfactory.

I suppose that my chief problem after joining the agency was the extreme difficulty I experienced in getting authority to hire a sufficient number of attorneys. I had indicated in my acceptance letter to Center management that my acceptance was contingent upon three requirements that I felt were essential for me to do the kind of job I thought the program in the Center deserved. First was an adequate law library. There was not a single law book available for legal staff at the time I came on board. The second was adequate number of attorneys and secretaries. The third was direct access to the Center Director, whenever I felt the need for it. I did not mention access to the General Counsel whenever I felt the need, as I assumed that would be a matter of fact. I never received a reply to this letter, so I assumed that all three points were considered reasonable and acceptable. I discovered after joining the Center that my expectations of having enough positions was almost ludicrous, although it was more tragic than funny at the time. It was to be four years before I was allowed even the minimum number of positions for the general legal and procurement work. The number allowed I was determined to share pro rata with the patent counsel insofar as I could estimate the comparative workloads between the three general areas of the office -- patents, procurement, and general legal work. Of course I also realized that all during this period the Center itself was extremely short in billets.

The initial work at Houston began for me in January 1962. I paid a visit here before actually transferring to locate housing accommodations,

and went into the hospital the next day with acute appendicitis. I transferred with my family in March 1962.

The MSC legal office began business with a group having over 30 years of experience in government legal work, but only two attorneys. There was no law library, except for a few privately owned books that Porter H. Gilbert and I brought with us. The people that we were supposed to provide legal advice and assistance to were scattered among perhaps 12 to 15 different locations in Houston. They were mostly too busy getting a grip on the jobs that they had to do and getting things started or accomplished to concern themselves very much with ever seeking legal advice or assistance.

One of the rather early interesting problems I recall occurred outside of office hours and involved a Fourth of July Chamber of Commerce parade and barbeque dinner for the incoming Manned Spacecraft Center employees. In addition to the parade, the ceremonies at the Colisieum, where it was held, included a request for Dr. Gilruth, Mr. Walter Williams, and the seven astronauts to come upon stage. Then an announcement was made that all of them would be made deputy sheriffs of Harris County, Texas by the Sheriff, "Buster" Kern. They were also given "Texas hats," although I'm not sure they were the typical 10 gallon hat. I was in the audience enjoying the barbeque dinner up until that time. I listened first in surprise and then in somewhat a state of shock. From experience I knew that many states have statutes against holding two offices. Some court decisions have been to effect that accepting a second public office automatically vacates the

the first office. The question suddenly occurred to me -- was the Manned Spacecraft Center suddenly to become without a leader, and without any astronauts? In this type of situation I wonder what kind of protocol should the theoretical legal advisor follow. Should I stand up and shout "Stop this proceeding!" Should I try to slip a quick note on the crisis up to the master of ceremonies or to Dr. Gilruth? Could I hope it was just a bad dream? Should I keep quiet and hope to somehow straighten out the mess later on? I still recall my concern about creating an embarrassing or ridiculous situation for the Manned Spacecraft Center leaders, the astronauts, NASA, and possibly myself. In any event, I decided to keep quiet and suffer in silence. When I returned to the office later, there were no law books to find out what was Texas law on the subject of new offices. I could have checked these at the law libraries in Houston, but discretion told me that the bell had rung, so to speak, and there was no way to unring it. If the deputies never tried to act as deputy sheriffs, maybe their terms of office would expire quietly, and leave no problems after a year or so. The final result, of course, was that years have past, and to my knowledge none has ever been called on to act as sheriff or has received any fees. Three have left the NASA program-- why worry any longer. Besides, maybe the socalled officers were more theoretical or honorary than real. However, as I recall, all of them held up their hands and seemed to be making some kind of response to the sheriff in the way of being sworn in. Maybe an honorary office is not against the dual office prohibition. Today, the

federal statutes are much clearer than they were then and I see no real risk to MSC. The only lasting result was the trauma to one attorney's nervous system.

A part of the history of the site itself, as everyone knows who has seen the pictures of the ranch lands at Site 1 before it was developed, is reflected in a picture of a herd of cows. The leader is a white cow or at least a light colored cow. This picture is now hanging in the lobby of Building 2 and I've heard it said that Dr. Gilruth's favorite picture. Well, it's not mine. It reminds me of the ranch lands before construction started, all right. I moved into the area in June 1962, and there was no construction in process at that time. What is now the four lane divided highway in front of the Site was then a narrow, winding, muddy two lane road. There were very few retail facilities in the neighborhood and few meat counters. It's always worried me that possibly parts of that white cow and maybe some of her sisters may have been butchered, put on the market in the neighborhood and eaten. It's almost as bad as the thought of eating a pet chicken or rabbit. So the pastoral scene does not hold any fond memories for me.

Staffing was the foremost problem for me as head of the Legal Office. Coupled with it was the problem of functional assignments. Neither the headquarters legal staff nor Center management explained to me their personal concepts of what a legal staff in the field center of an R&D organization should do or what was expected of me. I found that the general counsel of NASA and the deputy also, for the first four or five years were almost entirely oriented toward Headquarters problems on

their own doorstep, such as relationships with Congress, international affairs, and a multitude of other things, and were evidently too overwhelmed with such work to be concerned or devote any appreciable time to field legal work. Staffing problems, office accommodations, and other kinds of administrative matters which were of great importance in doing an adequate job for the Center and for NASA, they ignored. Mr. Gilbert and I were pretty much cast loose and left to sink or swim. The only support from the Headquarters general counsel's office I can recall during the period from about 1961 to 1965 were annual meetings of general counsel and his staff with the field staff legal members, second copies of research memoranda written in Washington and distributed to the field, copies of job applications from law school seniors and attorneys in private practice, an occasional telephone discussion on legal matters, and of course criticism of the procurement documents that went to headquarters for review and approval. That attitude of a rather slight interest in field staff functions seemed to prevail until around the beginning of 1966 or 1967, when a new general counsel took office, a Mr. Paul G. Dembling. Mr. Dembling had been general counsel for NACA before NASA was established, was in legislative affairs during my initial years with the Center and replaced Mr. Sawyer, when he left NASA for private practice. My feeling has been that Dembling is much more field oriented and conscious of field legal staff problems, than his predecessors. Perhaps Mr. Johnson and Mr. Sawyer were more preoccupied with international affairs during

the earlier years of NASA's history than the general counsel is required to be today, or there are others now in Washington who can share more of the workload in these areas.

Next to staffing the matter of functional responsibilities was the most difficult problem to deal with. The NASA-wide functional statement of the general counsel's office specified that the general counsel and his staff supplied legal advice and assistance to all elements of NASA. It seemed to be an exclusive assignment of functions. It made no mention of field legal staffs or chief counsel at the field centers except for a rather ambiguous statement that the general counsel should establish relationships with any field legal staffs to assure uniformity in the application of law and high professional standards. This perhaps implied that there would be people with legal backgrounds in the field offices, but since the general counsel was given no authority to delegate responsibility for his functions to anyone not under his jurisdiction, and since field chief counsels are under the administrative jurisdiction of field center management, there was no way in which the general counsel could delegate his functions to the chief counsel at the field centers. This situation was called to Headquarter's attention more than once, and with some vigor but the functional statement was never changed. A general change was made in the procurement area, with respect to functional responsibilities around April 1964, with the issuance of a headquarters instruction signed by Dr. Seamans and specifying the requirements for legal review of procurement matters and stipulating that field center attorneys were to be closely associated during all stages of the

procurement cycle. The issuance of this very comprehensive and detailed statement of responsibilities in the procurement area created a severe problem for our legal staff. At that time, the contracts being negotiated and administered were so numerous and complex that it would have been completely impossible for our small staff of attorneys to have met the requirements of this issuance, even had we been able to work 24 hours a day. The legal staff available for procurement work had increased from the initial complement of two attorneys in early 1962 for both procurement and general legal work to around five or six, but during the same period of time, the amount of MSC contract awards annually had increased from something under $200 million in early 1962 to more than $1.4 billion in 1964, and this latter figure was fairly stable with some slight increase from 1964 through FY1966. The issuance provided for implementation (I dislike that word I always have) at the field centers by local instructions, and of course I undertook to do so in cooperation with the Chief of the Procurement Division. An implementing instruction, including exceptions which would bring the total legal work within a manageable area was prepared. Although staffs of the two offices revised this draft instruction many times over a number of months, we could not reach agreement. Finally the two offices worked out an issuance which we thought would be within the manpower capability of the legal staff and at the same time avoid undue delays and bottle-necks. The only way to put in the exceptions from legal review in some areas was to leave some discretion with someone at the Center to decide when not to require legal review. My initial draft of this implementation would have given me discretionary authority in several areas. The chief of the Procurement and Contracts

objected to this on the basis that it would leave the matter to subjective views of the chief counsel. I then redrafted the issuance and worded it in such a way that the Chief of Contracts and Procurement Division would have discretionary authority, which was agreeable to him. This draft was sent to the general counsel for review as the headquarters issuance required, and was objected to by the general counsel on the ground that what should be reviewed should not be left to the discretion of the procurement officer. This caused a complete stalemate. Several more months were spent, part time of course, in trying to develop some other criteria for exceptions. We never succeeded. The result was that the headquarters issuance was not implemented until a larger legal review staff was available three years later, and the number of new procurements declined. Finally, under these conditions a draft instruction was drawn up that was within the framework established and agreeable to both offices. This was submitted to the Office of General Counsel in June 1967, for approval. As of the end of October it was still pending there, four months later despite several phone calls and one or two memoranda from me urging prompt action.

This problem of getting concurrence on a management issuance is mentioned not because of its particular importance but because it illustrates the extreme difficulties experienced in administrative areas in getting a concensus of views as to how things should be done and particularly amount of time that seems to be required in getting approval from headquarters offices. The impression I have developed in about 20 years of field legal experience is that the headquarters staff must spend about 50 to 95% of their time concerning themselves with congressional reaction to proposed courses of action, or the reaction of

some other executive agency or department. They are not in immediate contact with the facts in the field. The field Centers, or at least the Manned Spacecraft Center, have also found it difficult to move ahead with civil procedures. As one example, I would cite the matter of NASA-contractor relationships and within that general subject the problem of how technical direction and contract administration should be coordinated and integrated within the Center. Perhaps this is one of the most difficult administraaive problems that NASA has to deal with. The problem is relatively simple compared with similar operations of other agencies I have observed. In an agency such as DOD, which orders production runs of an article produced under fixed hardware specifications, the functions of the contracting officer are predominant. However in research and development agencies such as NASA, the specifications are usually the performance type rather than the hardware-type. The hardware is not being produced according to any firm and precise understanding of what shape and form it must take, so that the engineers must necessarily be influential in guiding the contractor in his research and development program. In May 1962, the legal office prepared a draft issuance dealing with the problem of coordinating contract administration, which outlined in considerable detail the various aspects of the interfaces. It was made available to other offices, and whether everyone was too busy was getting things done to become involved in in-house procedures or for other reasons, this paper received little attention and the problem itself was not brought under control for almost two years (early 1964), when the Center finally evolved a paper on the subject of management of contractual effort.

My reactions about the work here are not nearly so negative on many other aspects. I think the Center has done an excellent job and has come a long way in developing the incentive type of contract, that is both the type with objective criteria and the award fee type. (based upon a somewhat subjective analysis of the contractor's performance under rather general criteria). The practicality of incentivizing research and development contracts extending over a period of some years seem to me vary dubious in early 1962. Members of the Procurement Division did a great deal of work in undertaking to develop contract clauses and forms for writing incentive contracts. Mr. Glenn Bailey and his associates produced some very good work and later on the program offices also contributed to incentive clauses for the spacecraft contracts, with McDonnell, with North American Aviation, and with Grumman. In addition, of course the Procurement Division has negotiated incentive clauses in a very substantial number of other contracts. These have worked with a fair amount of success when the contract is for a period of perhaps no more than 1 to 3 years, counting renewals, where cost estimates can be fairly dependable, and where the work to be done is reasonably definitive. Particularly troublesome is the lack of dependable cost experience, advances in the state-of-the-art, the changes that NASA decides on in accomplishing the missions, and the other variables that are inevitable in any long range R&D effort.

In development of the major incentive clauses the legal staff of course participated substantially, not only from the standpoint of endeavoring to avoid ambiguity in contract language which always leads to controversy and dispute, but also in assuring that basic legal

elements or requirements were met. The basic legal objective as I saw it, was to assure that contract language and the underlying justification would prove to be adequate and proper in protecting the legal and financial rights of the government, and the contractor, while at the same time being suitable for the requirements of the technical managers of the program.

In the development of incentive clauses there was one I can recall that depended upon a mathematical formula to fix the multimillion dollar fee of the contractor. It was found to be erroneous in the course of legal review. The attorney performing the legal review in addition to having a law degree, also had a degree in aeronautical engineering and therefore had considerable familiarity with mathematics. He had, in fact, at one time been an instructor in mathematics. With this background he identified the error in the formula, which was immediately recognized and corrected. Another less substantial error in the formula was later identified and corrected. These experiences led the legal staff to favor the statement of criteria or examples of the application of the criteria in the form of fixed dollar amounts whenever possible, as an illustration if nothing else, and to provide built in protection against any errors in the formula itself or in its application.

From time to time, there have been decisions within the legal staff office that were very difficult from what might be called a person to person standpoint. For example, around 1962 or 1963 the head of OMSF was Mr. Brainerd Holmes. During his tenure, Headquarters was troubled seriously by the frequent experience of having a contractor submit a competitive proposal in which he was competing to some degree on the basis

of cost as well as other factors. After a particular contractor had been selected from among others for negotiation of a definitive contract, he would find that his cost estimates were escalated upwards within an attendant escalation in the fee proposed. On one occasion OMSF decided to dogmatically (this word is mine) refuse a contractor any fee allowance above that proposed based on his initial proposal. To accomplish this, and also to perhaps hold down actual costs, it was further proposed to have the contract specify an estimate of cost based on the initial proposal. Word came to MSC Procurement Office and the Legal Office that this was to be done, the Center having the responsibility of negotiating the contract. Inquiry showed that between the time of the initial proposal and the time for definitization of the work statement various changes or revisions were being worked in the job to be done, with the assumption that the cost would be greater. Some of these changes were being made at NASA's request. Notwithstanding these changes, OMSF was adamant that they would not agree to greater cost estimate and no greater fee than originally proposed. When this proposition came to me, I felt compelled to conclude that the proposed procedure would not only be unfair to the contractor but also illegal. I informally stated my position to the Center's Procurement Division who in turn transmitted it to OMSF or to Mr. Vecchietti and evidently Mr. Vecchietti sought help from the NASA General Counsel. I was called by the General Counsel who inquired

as to why the Center Legal Office had advised that the proposal would be illegal. I outlined the resons including the fact that a contract which states the estimated cost of the work to be done must be based upon a realistic and bonafide estimate of the actual cost and cannot be based upon some arbitrarily selected lower estimate even if the parties mutually agree to the lower figure. To fix a stated estimate lower than what it actually is could result in a violation of the Anti-Deficiency Act, since the amount obligated based upon estimate would be substantially less than costs which would actually be experienced later on. Thus, even though the motivation of the agency for stating a lower amount might be good, this would not protect the agency against a violation of statute, and violations of the Anti-Deficiency Act must be reported to Congress annually. This legal deficiency was only one of several that we discovered.

The shortage of attorney personnel during the first several years occasionally led to strained relations between the Legal Office and the Procurement Division. Part of the problem was that during those years the Procurement Division was endeavoring to rely for most of its legal advice upon its own so-called legal resources in a section known as Contracts and Review. The individuals in this section were experienced in business aspects of procurement but much less so in the legal niceities and requirements of interpretations of the armed services act and other statutory requirements, rulings of the comptroller general, and other standards that are binding upon NASA in its procurement activities. Their contract review sometimes added a delay of several weeks to processing of the contract prior to its reaching the Legal

Office for analysis, review, and comment. In the minds of the contracting officer and the project office, the distinction between the Legal Office review and the so-called legal review within the Procurement Division became blurred. As a result, the Legal Office was frequently charged with delaying the execution of important and urgent contracts. On one occasion I received a written memorandum indicating that the review by the Legal Office was averaging from three to four weeks. An investigation of the complaint resulted in the identification of possibly two dozen contracts that had been reviewed in approximately the previous 30 days, and an average time required for the legal review in the Legal Office was from three to five working days instead of the three to four weeks attributed. In one instance the contract was found to have been sent to the Legal Office for review and to have been kept there for about four weeks, but in that particular case it turned out that the documentation to be supplied by the contracting officer and his staff was being furnished piece-meal, and the legal review could not be completed until all the justifying information was available. In later years and even today, some of the directorates visit the Legal Office to ascertain the status of review of the contracts in which they are interested, and the log which is kept of incoming and outgoing documents customarily discloses that the delay attributed to the Legal Office usually occurs somewhere else.

Another factor that was responsible for difficulties in the relations between the Procurement Division and the Legal Office during the period from 1961 to about 1966 was brought about by the shortage

of attorneys sufficiently experienced in procurement work to provide the legal services which were needed. I was gradually allowed to expand my staff, it was found that experienced attorneys with a combination of sufficient flexibility in approach, expertise, and knowledge of procurement simply could not be recruited. The recruitment difficulties were probably due partly to the fact that there is a continuing national shortage of government attorneys with well rounded capabilities for R&D procurement work. The somewhat uncertain future of the Center and its work (in the minds of many outsiders) probably has made recruitment more difficult. The only alternative was to recruit law school graduates, train them, and allow them to obtain the experience necessary to handle the rather complex and sophisticated matters involved in NASA's procurment activities. This period of experience and training, even with law school graduates of above average capabilities, usually takes from three to five years before the attorney is ready to serve as sole representative of the Legal Office in major negotiations, such as team effort in negotiations where there usually is a single spokesman in the across the board give and take of negotiations. The shortage of experienced attorneys made it impossible for the legal office to supply qualified attorneys for negotiations that were often proceeding simultaneously from 1962 to 1965. The workloads in contract review were so excessive for the available legal manpower that the reviewing attorneys had little knowledge of the underlying facts, the intent of the parties to be expressed in the contract, and what was feasible and not feasible for the contractor officer to attempt to accomplish by

reaching mutual understanding. The net result was that the reviewing attorney would produce many comments of a critical nature on ambiguities, on potential legal insufficiencies, on questions of compliance with statutory requirements, and particularly on compliance with NASA's regulatory requirements. When the legal comments were returned to the contracting officer he was faced with an exceedingly difficult task in trying to decide which of the comments were aimed at questions of basic illegality, and therefore essential to correct, as compared with those which were in the nature of recommendations but not essential prerequisites, and a third group which were sometimes related to poor grammar, typographical errors and other things of a relatively trivial nature. This problem was greatly reduced when we decided in early 1965 to assign several attorneys to actual participation in major negotiations as a member of individual teams, even though we were not satisfied that their training and experience had yet reached the stage desirable. This decision of course exposed these individuals to greater responsibilities than they had experienced before and their difficulties were compounded when I also decided that the written legal comments would be broken down from then on into three groups: first those on points indicating a basic legal insufficiency or illegality; second, changes of the contract language or structure which would be highly desirable if feasible; and third, the remainder which would be offered to the contracting officers staff orally or by informal listing if he desired but would not be made a part of the official legal comments for inclusion in the contract file. This new approach imposed changed working conditions

and much more complex analysis and resolutions for all of the attorneys engaged in procurement work, and was not accomplished without somewhat protracted internal discussions within the legal staff, some of which were expressed with considerable vigor and personal conviction. The transition period required from about January 1965, to June 1965, and the changes have proven reasonably successful.

The relationships of a legal field office to other elements might be of interest. Various attorneys have written papers in various magazines about the interfaces between attorneys in private practice and members of the public to whom they provide legal advice and assistance. There have been articles about lawyers in New York City, the Wall Street lawyers so called, and their internal organizations and methods of dealing with the giants of American industry. There have been articles written about attorneys in government; about attorneys who serve as house counsel within industrial concerns. Each writer has his own somewhat distinctive philosophy, concepts, how to go about it, the ethics of the situation sometimes creep in, and many other aspects of these various situations in which lawyers find themselves. I guess my concepts have been developed partly from what I've read and what I've experienced and in trying to thing things through. In a way the head of a field legal office has somewhat the same primary responsibility that the head of any other organizational element does. He's got to win the cooperation of his associates, and he's got to weld them together into a loyal and effective working unit. In the chief counsel job such as that here, I think the fellow in the job has got to be responsive to the needs of the field center director

and his principle assistants. He's got a professional duty to them and his loyalty must be clear cut. The fact that the legal advice provided may not always be gratefully received, and sometimes may not even be accepted, is good cause for reexamination of the legal position stated to see if we have explored all the possible alternatives to find someway to meet the needs of management, but it cannot be good cause for any renunciation of loyalty. At the same time the chief counsel has some duty and loyalty to the general counsel and other headquarters staff. The NASA issuance system refers to this in the functional statement of the general counsel as involving a relationship of maintaining high professional standards in the field office and consistency with nationwide legal standards. Now of course the the headquarters attorneys and the field attorneys being somewhat of the same fraternity, perhaps that duty and loyalty is enhanced by what might be called professional camaraderie and fraternity of feeling. On the other hand, if there is too much of that between the field counsel legal staff and headquarters attorneys it is apt to add to the difficulty of the field attorneys in gaining the confidence of the people with whom they deal in the field and of being accepted and given all the inside information that they need to do an adequate legal job. I think a field attorney staff also is bound to feel a definite sense of duty and interest with the individuals in the lower eschelons with whom the staff attorney has the most direct and frequent contacts. I recognize the fact that the different attorneys on the staff maintain friendship with individuals in other Center elements, and I do not expect them to report to me every minor

insufficiency or peccadillo that some employee may have fallen into. I respect the personal relationship between attorneys on the staff and the people they deal with on a day to day basis.

The greatest problem that I've experienced since coming into the Center, starting as the Center did almost from scratch with a small nucleus of 500-700 people and expanding to close to 5,000 has been the recruiting, training and retaining the caliber of personnel required for the work to be done. In this type of work sophistication developed slowly and an incoming attorney has to overcome some of his impressions and concepts he has established in law school or in some other agency. He's got to adjust to the way things are done here.

Perhaps an even more difficult task has been creating throughout the Center an awareness and a real understanding of the needs for legal adequacy in agency activities, and the role of field attorney advisors, in trying to afford an assurance of optimum legality, and in minimizing risks of future controversy. In trying to establish this type of relationship, it has been necessary to proceed slowly. In the group of thousands of people that we have to deal with here, many individuals mistrust the legal function because of misconception of lawyers as hide-bound conformists to precedent, impractical legalists, as self-centered specialists, or perhaps as informers who may run to headquarters with every tricky legal problem that comes up, or every mistake that someone in the field center may make. It has taken a long time to overcome these misconceptions, to build up confidence, and there is still a lot more to be done.

The work environment has made things difficult for people on our legal staff. The General Counsel's attention at Headquarters from 1961 until the last year or two has focused on program planning, technical achievement, control of cost schedules, provision of test facilities, office and other housing, assurance of hardware quality and reliability, development of medical knowledge, suitable dissimination of information, public relations, astronaut recruitment and training, development of internal administrative controls, and flight operations. At the same time, Center management has been hampered by constant shortages in resources and time and has been forced to allocate its resources as it felt best. This has had an impact for five years -- a hard impact -- on Center legal staff functions and activities. There never was enough time I suppose for anybody to sit down and talk to me about my ideas of what the functions were, how they should be performed what the interfaces should be with other elements, the number of people I needed, and a mass of other things in which I would have been very receptive to guidance. I've never had that kind of support either from the General Counsel or within the Center. It's always been a case of maintaining a bare adequacy of legal services for what seemed to be constantly growing mass of things to be done. Adequacy always seemed to be just beyond reach. I would be allowed an additional attorney position this year and maybe another one six months later which would be assigned to the Patent Counsel and maybe

next year I'd get an additional position. I would finally recruit someone for that, and then six months later another position which would go to the Patent Counsel. During that time, Headquarters specifications became increasingly detailed and stringent as to what the role of Legal Counsel should be in the field because of interest or concern expressed outside the agency or because of some new congressional or statutory requirement, I've had to resort to various innovations in the legal office techniques and some unavoidable expedients. The staff has often helped devise new contractor approaches, such as incentive contracts, and it has aided in the development of administrative and contractual methods such as a coordination or blending of the technical and the procurement effort, while maintaining some very essential distinctions between contract actions and technical direction.

We've had many other imperfections to deal with as best we could under the circumstances. I've had to sacrifice some desirable training activities or defer them because we simply didn't have time even though the younger attorneys needed such training badly. Five years overtime was a constant necessity and a major portion of it was of course voluntary. A very large amount of annual leave has been sacrificed by senior attorneys.

One year I was expecting to take some vacation the last half of December, and on December 13 I got a call from the General Counsel. "Wally, we've got some problems down at Corpus Christi tracking station. Got two cases coming up in court tomorrow one in the morning and one in the afternoon. Could you or your people get down there and help out the US Attorney?" Tomorrow morning -- and here it was 4:30 in the evening. Normally an attorney going into court wants days and weeks

to prepare and he gave me hours. I had to find out what were the facts, what was the legal problem, what was the practical reality of the situation, what could be done, what was expected of us on this assignment, and how could we help the Department of Justice. I called in one of our associate attorneys, Dick Weyland and he and I started digging into the facts. We called the manager of the tracking station and about 8 that night we had a pretty good grasp of things. Dick caught the plane down there the next morning and we found that the proceeding in the state court had been deferred in favor of the federal proceeding that afternoon at 2:00. The case involved complaints by real estate owners in the neighborhood of the tracking station that they were being put out of business by NASA's restriction against any interference in communications during the flights. The situation had a long history. The tracking station site itself had been selected some years ago because among other things, it was already there, in GSA's possession. The Corpus Christi Chamber of Commerce liked to have the activity there, and perhaps there were other reasons I don't know anything about. A good part of the site was disposed of by GSA about 1960 and the deeds contained clauses for protection of the government on the remainder of the site for a period of five years. That five-year period expired about 1965. Meanwhile the tracking station had become a highly important part of the entire

tracking system. The city council of Corpus Christi adopted zoning regulations to protect NASA activities there against interference. This was done only after a change in the Texas Statutes which expanded the protection afforded for airports and places like this. Then the zoning ordinance had been adopted to protect NASA's activities there. Real estate owners who had bought substantial amounts of real estate in the immediate vicinity of the tracking station and had made investments there were being put out of business. NASA had hauled them into federal court with an injunction to restrain them from operating during the missions which were getting underway a day or two later. This problem had been simmering for months and years and had just gotten into court and we were called upon at the last minute to get down there the next day and help get it settled. So no vacation that year.

Another interesting aspect of legal work is a matter concerning the activities of these Center employees who wish to accept public office in state or a local government. Such service has included membership on a school board, or perhaps as a deputy sheriff in some of the little communities with little police protection, or as town councilmen. These other outside activities the Center Director has always regarded as beneficial for the individual and in helping him establish his roots in the community. It has also been regarded as helpful to the municipal local government which really needs and deserves the experience and the knowledge that Center employees can offer on business and technical aspect. I was called on to make two trips to Austin to enter discussions with the state attorney general to

try to resolve the apparent existing constitutional prohibition against such activity. I found that the governor's office was also keenly interested. Unfortunately there had been a precedent of almost a hundred years of history in Texas against permitting any person from holding two public offices. There were three restrictions in the constitution. Trying to find an answer, I went back and checked the constitution of Texas a s a Republic in 1836 to 1841, and the several constitutions adopted since that time when Texas came into the Union, trying to unravel the reasons for these restrictions and to determine if they could be interpreted so as to allow some exceptions or outlet for our situation here. We had a little success from time to time but we realized that to clear up the problem completely, a change in the Texas constitution really would be needed. Maybe the sixth amendment to the constitution will pass hopefully on November 11.