

RESOLUTION NO. R-74 -06

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT PROVIDING FOR A THIRD ADDENDUM TO THE AMENDED PULLMAN-MOSCOW REGIONAL AIRPORT COOPERATIVE AGREEMENT RELATING TO AIRPORT BOARD MEMBERSHIP AND AGENCY CONTRIBUTIONS.

WHEREAS, the City Council for the city of Pullman has before it an Interlocal Agreement entitled "Third Addendum to "Amended Pullman-Moscow Regional Airport Cooperation Agreement" and "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility"" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, the Council believes it to be in the best interests of the City of Pullman to authorize the execution of said Interlocal Agreement; now, therefore,

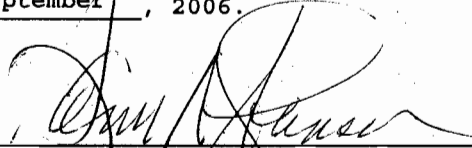
IT IS HEREBY RESOLVED that the Mayor and the Finance Director be and they are hereby authorized and directed to execute the Interlocal Agreement for said services and to deliver an executed copies thereof to the City of Moscow, Latah County, the University of Idaho, Washington State University, and the Port of Whitman County.

IT IS FURTHER RESOLVED that the Mayor and Finance Director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

BE IT FURTHER RESOLVED that executed copies of said Agreement shall be filed with the Whitman County Auditor and the Finance Director of the City of Pullman.

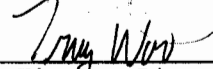
ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 19th day of September, 2006.

DATED this 20th day of September, 2006.



Mayor

ATTEST:



Finance Director

Approved as to form:



City Attorney

THIRD ADDENDUM
TO
"AMENDED PULLMAN-MOSCOW REGIONAL AIRPORT
COOPERATION AGREEMENT"
AND
"PULLMAN-MOSCOW REGIONAL AIRPORT
SUPPLEMENTAL COOPERATION AGREEMENT
FOR SHARING COSTS OF NEW TERMINAL FACILITY"

WHEREAS, the Second Addendum to the "Amended Pullman-Moscow Regional Airport Cooperation Agreement" and "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal" was approved in 1999; and,

WHEREAS, the parties to the Second Addendum to the Amended Pullman-Moscow Regional Airport Cooperation Agreement are the city of Pullman, a municipal corporation of the state of Washington (hereinafter referred to as "Pullman"), the city of Moscow, a municipal corporation of the state of Idaho (hereinafter referred to as "Moscow"), the Port of Whitman County, Washington, a municipal corporation of the state of Washington (hereinafter referred to as "Port"), Latah County, Idaho a political sub-division of the state of Idaho (hereinafter referred to as "Latah County"), Washington State University, an institution of higher education of the state of Washington (hereinafter referred to as "WSU") and the University of Idaho, an institution of higher education of the state of Idaho (hereinafter referred to as "U of I") entered into an agreement entitled "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement For Sharing Costs of New Terminal Facility" (hereinafter referred to as the "Agreement"); and,

WHEREAS, the parties to the Second Addendum to the Amended Pullman-Moscow Regional Airport Cooperation Agreement mutually agree that the Second Addendum should be rescinded in its entirety and the instant Third Addendum to the Amended Pullman-Moscow Regional Airport Cooperation Agreement shall replace and supersede all terms of the Second Addendum; now, therefore,

IT IS HEREBY AGREED that the composition of the Airport board as set forth in the "Amended Pullman-Moscow Regional Airport Cooperative Agreement" executed in December of 1971 is hereby amended as follows:

All operations and management of the said airport shall be vested in an airport board consisting of nine (9) members as follows: The Mayor of the City of Pullman, the Mayor of the City of Moscow, one (1) person appointed by the usual and lawful method of appointment of the city of Pullman, one (1) person appointed by the usual and lawful method of appointment of the city of Moscow, one (1) person appointed by the Port Commission of the Port of Whitman County, one (1) person appointed by the Commissioners of Latah County, one (1) person appointed by Washington State University, one (1) person appointed by the University of Idaho, and one (1) person to be appointed by a majority vote of the eight (8) members above designated. The duration, termination, and revocation of any appointment shall be within the sole discretion and control of the appointing authority and each appointing authority may appoint an alternate to serve in the absence or incapacity of any board member appointed to it.

;and,

IT IS FURTHER AGREED that paragraph No. 6(a) of the Pullman-Moscow Regional Airport Supplemental

Cooperation Agreement for Sharing Costs of New Terminal Facility executed in 1987 reads as follows:

6. OWNERSHIP AND CONTROL

- (a) Ownership and control during life of debt. Ownership of the "new terminal facility" as the term "new terminal facility" is defined in Operative Provision No. 2 of this Agreement during the life of the debt to be incurred by "Pullman" pursuant to the provisions of Operative Provision No. 5(b) of this Agreement shall be vested in "Pullman"; and during the aforescribed period control as the term "control" is defined herein shall be vested in "Pullman", "Moscow", the "Port", and "Latah County" according to the terms and conditions of the "Amended Agreement" and any regulations, rules, and by-laws which the "Board" may make or adopt for the conduct of the business of the "Board" all of which shall be limited by and further subject to: (1) The right of "Pullman", "Moscow", "Port", and "Latah County" to participate in voting on decisions pertaining to the control of the "new terminal facility" as set forth in subsection (b) and (2) the exercising of the veto power on decisions pertaining to the "new terminal facility" as set forth in subsection (c). The word "control" shall mean decisions on all matters having to do with the design, construction, furnishing, operation, and maintenance of the "new terminal facility", and all decisions regarding budget control of the "new terminal facility".

is hereby amended to read as follows:

6. OWNERSHIP AND CONTROL

- (a) Ownership and control during life of debt. Ownership of the "new terminal facility" as the term "new terminal facility" is defined in Operative Provision No. 2 of this Agreement during the life of the debt to be incurred by "Pullman" pursuant to the provisions of Operation Provision No. 5(b) of this Agreement shall be vested in "Pullman"; and during the aforescribed period control as the term "control" is defined herein shall be vested in "Pullman", "Moscow", "Port", "Latah County", "WSU" and "U of I" according to the terms and conditions of the "Amended Agreement" and any regulations, rules, and by-laws which the "Board" may make or adopt for the conduct of the business of the "Board" all of which shall be limited by and further subject to: (1) The right of "Pullman", "Moscow", "Port", "Latah County", "WSU" and "U of I" to participate in voting on decisions pertaining to the control of the "new terminal facility" as set forth in subsection (b) and (2) the exercising of the veto power on decisions pertaining to the "new terminal facility" as set forth in subsection (c). The word "control" shall mean decisions on all matters having to do with the design, construction, furnishing, operation, and maintenance of the "new terminal facility", and all decisions regarding budget control of the "new terminal facility".

IT IS FURTHER AGREED that paragraph No. 6(b) of the Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility executed in 1987 reads as follows:

- (b) Right to vote. In order for a party to this Agreement which could have the right to vote on decisions pertaining to the control of the "new terminal facility" (i.e. "Pullman", "Moscow", "Port", and "Latah County") to be able to exercise its vote, the party prior to exercising its vote must be current in both: (1) its minimum expected payment for airport operational expenses which for 1987 is "Pullman"--\$15,750, "Moscow"--\$15,750, the "Port"--\$15,750, Latah County--\$7,500, and (2) the payment of its contributory share for the construction of the "new terminal facility" as set forth in subsection 5(c) [the "Port"--\$15,750], and its full expected contributory share as set forth in subsection 5(d) ["Moscow"--\$15,750], subsection 5(e) ["Latah County"--\$7,500], subsection 5(h) [as to the balance required by "Pullman"] of this Agreement.

is hereby amended to read as follows:

- (b) Right to vote. In order for a party to this Agreement which could have the right to vote on decisions pertaining to the control of the "new terminal facility" (i.e. "Pullman", "Moscow", "Port", "Latah County", "WSU", and "U of I") to be able to exercise its vote, the party prior to exercising its vote must be current in both: (1) its minimum expected payment for airport operational expenses as established in the annual airport budget, which for 2006 is "Pullman"--\$29,067, "Moscow"--\$29,067, the "Port"--\$20,500, Latah County--\$15,000; "WSU"--\$18,317; and "U of I"--a minimum of \$7,500, and (2) the payment of its contributory share for the construction of the "new terminal facility" as set forth in subsection 5(c) [the "Port"--\$15,750],

and its full expected contributory share as set forth in subsection 5(d) ["Moscow"-- \$15,750], subsection 5(e) ["Latah County"--\$7,500], subsection 5(f) ("WSU"--\$7,500), subsection 5(g) ("U of I"--\$7,500) and subsection 5(h) [as to the balance required by "Pullman"] of this Agreement.

IT IS FURTHER AGREED that paragraph No. 6(d) of the Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility executed in 1987 reads as follows:

- (d) "WSU" and "U of I" are presently not members of the "Board" nor does this Agreement give either of them membership status; and as subscribers for the services of the "new terminal facility" neither will vote on decisions pertaining to the control of the "new terminal facility" but either may bring before the "Board" whatever matters may be appropriate for consideration by the "Board".

and was deleted by the 1999 Second Addendum to said Agreement.

IT IS FURTHER AGREED that paragraph No. 6(e) of the Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility executed in 1987 reads as follows:

- (e) Ownership upon satisfaction of debt. When the debt to the incurred by "Pullman" pursuant to the provisions of Operative Provision No. 5(b) of this Agreement has been satisfied, "the property" as defined in Operative Provision No. 2 of this Agreement shall remain vested in "Pullman"; and the

"new terminal facility" shall be owned, controlled, and may be disposed of by "the Board" in accordance with the terms and conditions of the "Amended Agreement" provided that the conditions of any federal or state grants pertaining to the "new terminal facility" as satisfied.

was reassigned as subparagraph (d) by the 1999 Second Addendum to said Agreement.

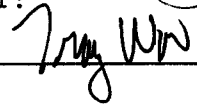
IT IS FURTHER AGREED, that all other provisions of the Supplemental Cooperation Agreement signed in 1987 as well as the Amended Agreement signed on December 8, 1971 and any subsequent addendums agreed to by the parties continue to be in full force and effect, except for the Second Addendum and those provisions which are in conflict with the provisions of this Third Addendum. IN WITNESS WHEREOF, each of the parties have executed nine copies of this Addendum to the "Agreement" by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF PULLMAN, WASHINGTON

By 

Date 9/20/2006

ATTEST:

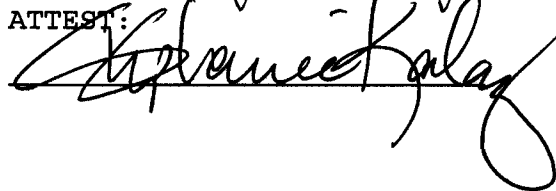


THE CITY OF MOSCOW, IDAHO

By 

Date 10-17-06

ATTEST:



THE PORT OF WHITMAN COUNTY,
WASHINGTON

By Joseph R
Date 1-21-07

ATTEST:

LATAH COUNTY, IDAHO

By Paul Shoush
Date 4/30/2007

ATTEST:

K. Rickert Deputy

WASHINGTON STATE UNIVERSITY

By Gregory P. Royer
Date 11/4/07

Gregory P. Royer, Vice President
Business Affairs
Washington State University

UNIVERSITY OF IDAHO

By Albert E. Hines
Date 28 Nov 06

ATTEST:

County of Whitman

MAYOR, and TROY WOO, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF PULLMAN, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN un
May, 2000
LANE J



Notary name printed
NOTARY PUBLIC in and for the State
of Washington, residing at Pullman
My commission expires: 6-15-2009.

County of Latah

On this day personally appeared before me _____, MAYOR, and _____, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this ____ day of
 , 20 .

NOTARY PUBLIC in and for the State
of Idaho, residing at _____.
My commission expires: _____.

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me Joseph Poire,
Executive Director, for the PORT OF WHITMAN COUNTY, A MUNICIPAL
CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation
that executed the foregoing instrument and acknowledged said
instrument to be the free and voluntary act and deed of said
municipal corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute
the said instrument, and that the seal affixed is the corporate
seal of said municipal corporation.

GIVEN under my hand and official seal this 21st day of
January, 2007.



Debbie A Snell
Debbie A Snell
Notary name printed
NOTARY PUBLIC in and for the State
of Washington, residing at Colfax.
My commission expires: 9-15-08.

STATE OF IDAHO)
) ss.
County of Latah)

On this day personally appeared before me _____,
_____, and _____, COMMISSIONERS
respectively for the COUNTY OF LATAH, A POLITICAL SUBDIVISION OF
THE STATE OF IDAHO, the political subdivision that executed the
foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of said political subdivision, for
the uses and purposes therein mentioned, and on oath stated that
they are authorized to execute the said instrument, and that the
seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this _____ day of
_____, 20____.

NOTARY PUBLIC in and for the State
of Idaho, residing at _____.
My commission expires: _____.

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me Greg Royer
TITLE: VP Bus Affairs, of WASHINGTON STATE UNIVERSITY, AN
INSTITUTION OF HIGHTER EDUCATION OF THE STATE OF WASHINGTON, the
institution that executed the foregoing instrument and
acknowledged said instrument to be the free and voluntary act and
deed of said institution, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute
the said instrument, and that the seal affixed is the corporate
seal of said municipal corporation.

GIVEN under my hand and official seal this 4th day of
Jan, 2008



Judith K. Durey
Judith K. Durey
Notary name printed
NOTARY PUBLIC in and for the State
of Washington, residing at Pullman
My commission expires: 2/1/09.

STATE OF IDAHO)
) ss.
County of Latah)

On this day personally appeared before me Lloyd C. Mun
TITLE: VP Finance & Admin., of UNIVERSITY OF IDAHO, AN INSTITUTION
OF HIGHTER EDUCATION OF THE STATE OF IDAHO, the institution that
executed the foregoing instrument and acknowledged said instrument
to be the free and voluntary act and deed of said institution, for
the uses and purposes therein mentioned, and on oath stated that
they are authorized to execute the said instrument, and that the
seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 28 day of
November, 2006.



Debra L. Bisinger
NOTARY PUBLIC in and for the State
of Idaho, residing at Maxon, ID.
My commission expires: 7/21/2010.