

#19112

Return to:
City of Pullman
325 S.E. Paradise
Pullman, WA 99163

701593

Interlocal Agmts Rec Fee: \$ 118.00
10/25/2010 11:47 AM Page: 1 of 7
Eunice L. Coker, Whitman County Auditor



Document Title: PULLMAN-MOSCOW REGIONAL AIRPORT INTERLOCAL CONTRIBUTION AGREEMENT WITH THE PORT OF WHITMAN COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state of Washington; City of Moscow, a municipal corporation of the State of Idaho; Latah County, a political subdivision of the State of Idaho; and Washington State University, an institution of higher education of the State of Washington; all collectively referred to as "Members of the Pullman-Moscow Regional Airport Board"; and the Port of Whitman County, a municipal corporation of the State of Washington

Grantee: The Public

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A



PULLMAN-MOSCOW REGIONAL AIRPORT INTERLOCAL CONTRIBUTION
AGREEMENT WITH THE PORT OF WHITMAN COUNTY, A MUNICIPAL
CORPORATION OF THE STATE OF WASHINGTON [10/15/10]

THIS AGREEMENT ("AGREEMENT") is entered into between the CITY OF PULLMAN, a municipal corporation under the law of the State of Washington ("PULLMAN"); the CITY OF MOSCOW, a municipal corporation of the State of Idaho ("MOSCOW"); LATAH COUNTY, a political subdivision of the State of Idaho ("LATAH"); WASHINGTON STATE UNIVERSITY, an institution of higher education of the State of Washington ("WSU"), all collectively referred to as "MEMBERS OF THE PULLMAN-MOSCOW REGIONAL AIRPORT BOARD" and the PORT OF WHITMAN COUNTY, a municipal corporation of the State of Washington ("PORT").

RECITALS

WHEREAS, the PARTIES are authorized to enter into and carry out the AGREEMENT pursuant to the provisions of Idaho Code §§67-2326 through 2333, Idaho Code §21-401, and Article IX, Section 10, Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington (RCW), RCW 14.08.200 and RCW 28B.30.150.

WHEREAS, the MEMBERS OF THE PULLMAN-MOSCOW REGIONAL AIRPORT BOARD have agreed to pay for their respective fiscal year beginning 2008 the following sums for operation and management of the PULLMAN-MOSCOW REGIONAL AIRPORT (herein the "AIRPORT"): PULLMAN shall pay \$32,013; MOSCOW shall pay \$32,013, if annually appropriated by its governing body; WSU shall pay \$18,935; and LATAH shall pay \$17,000, if annually appropriated by its governing body; and

WHEREAS, the PORT, a former member of the PULLMAN-MOSCOW REGIONAL AIRPORT BOARD, gave notice of its withdrawal from the Board and participation in governance of the AIRPORT in accordance with the Airport Cooperation Agreement effective January 1, 2008; and

WHEREAS, the PORT wishes to continue with financial support of the AIRPORT;

NOW, THEREFORE, all parties hereto hereby agree as follows:

The PORT shall pay not less than \$20,750 in support of operations and management of the PULLMAN-MOSCOW REGIONAL AIRPORT for the 2008 fiscal year.

The PORT shall pay a like amount in future years commencing with the 2009 fiscal year of the Airport (Jan. 1- Dec. 31), provided by notice in writing to the CITY OF PULLMAN sent no later than the first day of October in any Airport fiscal year the PORT may terminate this obligation for the following and all subsequent Airport fiscal years.



IN WITNESS WHEREOF, each of the representatives of the parties has executed this AGREEMENT by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF PULLMAN, WASHINGTON

By

Date

ATTEST:

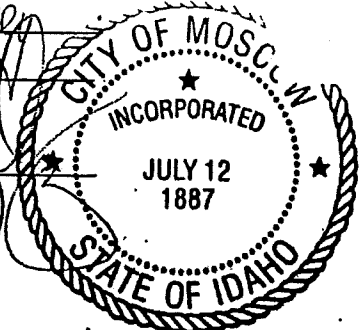
Finance Director

THE CITY OF MOSCOW, IDAHO

By

Date

ATTEST:



THE PORT OF WHITMAN COUNTY,
WASHINGTON

By

Date

ATTEST:

LATAH COUNTY, IDAHO

By

Date

ATTEST:

WASHINGTON STATE UNIVERSITY

By

Date

ATTEST:

701593

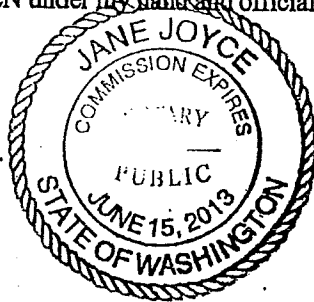
Interlocal Agmts Rec Fee: \$ 118.00
10/25/2010 11:47 AM Page: 4 of 7
Eunice L. Coker, Whitman County Auditor



STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me Glenn A. Johnson MAYOR, and William F. Mulholland 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 under my hand and official seal this 13th day of Oct, 2010.



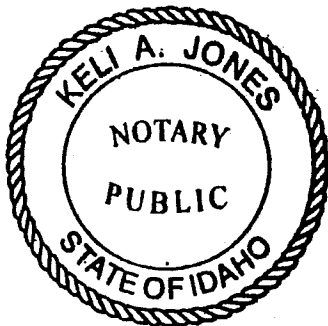
Jane Joyce
JANE JOYCE

Notary name printed
NOTARY PUBLIC in and for the State
of Washington, residing at Pullman
My commission expires: 6-15-2013

STATE OF IDAHO)
) ss.
County of Latah)

On this day personally appeared before me Nancy Chaney MAYOR, and Stephanie Kalasz 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 21 day of April, 2009



Keli A. Jones
NOTARY PUBLIC in and for the State
of Idaho, residing at Pullman
My commission expires: 8-14-2012

701593

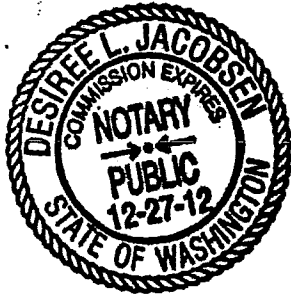
Interlocal Agmts Rec Fee: \$ 118.00
10/25/2010 11:47 AM Page: 6 of 7
Eunice L. Coker, Whitman County Auditor



STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me Richard A. Heath
TITLE: Sr Assoc Vice President of WASHINGTON STATE UNIVERSITY, AN INSTITUTION OF
HIGHER 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 15th day of October, 2010.



Desiree L. Jacobsen

Desiree L. Jacobsen
Notary name printed

NOTARY PUBLIC in and for the State
of Washington, residing at Pullman
My commission expires: 12-27-12

701593

Interlocal Agmts Rec Fee: \$ 118.00
10/25/2010 11:47 AM Page: 7 of 7
Eunice L. Coker, Whitman County Auditor



OFFICE OF THE WHITMAN COUNTY AUDITOR

EUNICE L COKER

PO BOX 350

COLFAX, WA 99111

PHONE: (509) 397-6270 FAX: (509) 397-6351

TODAY'S DATE: 10.25.10

REQUEST FOR NONSTANDARD RECORDING

I, (print name) JANE Joyce am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

JANE Joyce

PRINT NAME

Jane Joyce

SIGNATURE

Note: This request will be attached to the document and included in the filing.

STATE OF WASHINGTON }
COUNTY OF WHITMAN } SS

I, Eunice L. Coker, Auditor in and for the County of Whitman, State of Washington, do hereby certify that the within and foregoing is a full, true and correct copy (photographic) of the record of an instrument on file in my office as file No 701593 records of Interlocal Agreement of said county

IN WITNESS THEREOF I have hereunto set my hand and fixed my official seal this 25th day of OCTOBER 2010.

EUNICE L. COKER, COUNTY AUDITOR

Leka Polan Deputy

#19112

Return to:
City of Pullman
325 S.E. Paradise
Pullman, WA 99163

701592

Agreements Rec Fee: \$ 125.00
10/25/2010 11:47 AM Page: 1 of 14
Eunice L. Coker, Whitman County Auditor



Document Title: ADDENDUM TO PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state of Washington; City of Moscow, a municipal corporation of the State of Idaho; Latah County, Idaho, a political subdivision of the State of Idaho; Washington State University, an institution of higher education of the State of Washington; and the Port of Whitman County, Washington

Grantee: The Public

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A



PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT
RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT

RECITALS

WHEREAS, the parties to the 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"), and Washington State University, an institution of higher education of the state of Washington (hereinafter referred to as "WSU"); and,

WHEREAS, in 1987 the parties together with the University of Idaho entered into an agreement for the construction of a new airport terminal and terminal area improvements at the Pullman-Moscow Regional Airport (hereinafter referred to as "Airport"; and,

WHEREAS, the 1987 agreement was entitled "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility" (hereinafter referred to as "Supplemental New Airport Terminal Agreement"); and,

WHEREAS, the "Supplemental New Airport Terminal Agreement" contained provisions for the financing of the new terminal and terminal area improvements through debt



issued by Pullman and annual payments by all Parties to Pullman's debt service payments.

WHEREAS, the final payment for the airport terminal bond was made in 2008; and,

WHEREAS, the parties desire to enter into a new agreement to finance a capital improvement project to address fire flow needs for the "Airport"; and,

WHEREAS, the parties desire to continue along similar financing provisions as were contained in the "Supplemental New Airport Terminal Agreement" in order to address the costs of the fire flow project for the airport (hereinafter referred to as "Airport Fire Flow Project";

NOW, THEREFORE, "Pullman", "Moscow", the "Port", "Latah County", and "WSU" hereby agree as follows:

1. That it is in the public interest and of necessity and for a public purpose that the substandard fire flow system at the "Airport" be improved.
2. That the "Airport Fire Flow Project" shall be constructed as more fully described in Paragraph 3.
3. "Airport Fire Flow Project" consists of the development of a closed, fire pump/storage system or a gravity flow system that will serve only the airport. The system includes a reduced pressure principle backflow prevention assembly (RPDA), or an approved air gap, with master water meter. A



transmission pipe will be constructed in order to supply the 3500 gpm flow without excessive velocities and head loss. An approximately 420,000-usable gallon reservoir will be constructed north of the Airport Road. The storage reservoir will be designed to satisfy the Federal Aviation Administration primary surface requirements. Fire hydrants will be constructed as stipulated by the Pullman Fire Department to provide fire flow coverage.

4. Duration and Termination.

This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement. Pursuant to the provisions of RCW 39.34.040, the Agreement shall enter into force as to the Washington entities when it has been filed with city clerks of "Pullman" and "Moscow", the secretary of the "Port", the secretary of the Board of County Commissioners of Latah County, Idaho, the secretary of the Board of Regents of "WSU", the Auditor of Whitman County, Washington, the Secretary of State for the State of Washington and the Secretary of State for Idaho and shall become binding as to the Idaho entities when an opinion of the Attorney General of the State of Idaho has been rendered or failed to be rendered to the effect that this Agreement does not violate the provisions of the Constitution of the United States or the Idaho Constitution and statues, and notification of said opinion has



been given all as provided in Section 67-2329, Idaho Code. Once effective, this Agreement shall remain effective until the final twentieth year payment to "Pullman" is made by each of the other parties to this agreement. Based upon the first payment to "Pullman" being made in 2009, it is anticipated that this agreement will terminate when the last twentieth year payment is made in 2028.

5. Financing.

In the June 2008 Taylor Engineering, Inc. analysis the total cost of the "Airport Fire Flow Project" was estimated to be \$1,447,800 not including land acquisition costs, financing costs or inflationary increases.

(a) "Pullman" shall pursue financing of the cost of the ""Airport Fire Flow Project"" and shall receive contributory payments from the other parties equal to \$1,080,000, which represents the total sum paid by the other parties towards the airport terminal project. "Pullman" may arrange the financing of the "Airport Fire Flow Project" cost in any manner it deems appropriate including bonding for whatever period it deems appropriate, grants, reserves or any combination thereof.

(b) The "Port" will pay to "Pullman" the sum of \$15,750 annually each year from 2009 through



2028 as its contributory share for the construction of the "Airport Fire Flow Project". Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(c) "Moscow" shall annually endeavor to make, but is not obligated to make due to the constraints of Article 8, §3 of the Idaho Constitution, a payment to "Pullman" of the sum of \$15,750 as its contributory share for the construction of the "Airport Fire Flow Project". "Moscow" promises to present an annual request for appropriation of its contributory share to its legislative body during budget preparation. Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(d) "Latah County" shall annually endeavor to make, but is not obligated to make due to the constraints of Article 8, §3 of the Idaho Constitution, a payment to "Pullman" of the sum of \$7,500 as its contributory share for the construction of the "Airport Fire Flow Project". "Latah County" promises to present an annual request for appropriation of its contributory share to its legislative body during budget preparation. Each annual payment shall be made no later than January 31st of each year, commencing in 2009.



- (e) "WSU" will pay to "Pullman" the sum of \$7,500 annually each year from 2009 through 2028 for the services of the "Airport Fire Flow Project". Each annual payment shall be made no later than January 31st of each year, commencing in 2009.
- (f) With the unanimous vote of the "Parties" an additional contribution of \$7,500 may be authorized from the Airport Budget in those years when the "Parties" deem it appropriate in order to make up for the \$7,500 annual contribution of the University of Idaho.
- (g) In recognition of the greater contributory share that "Pullman" will be required to pay for the "Airport Fire Flow Project", and as was provided under the terms of the "Supplemental New Airport Terminal Agreement", and the assumption of full responsibility for debt obligations for the "Airport Fire Flow Project", "Pullman" shall receive from the "Board" the sum of \$10,000 annually from landing and facility fees which are levied by the "Board" after the effective date of this Agreement. Any grants obtained or renewed by Pullman for this Project shall be used to reduce Pullman's debt payment contributions.

PROVIDED, HOWEVER, that if the "Airport Fire Flow Project" is not operating by December 1, 2012, no further monies to be paid "Pullman" as set forth in sections 5(b),



through 5(f) shall be paid to "Pullman" and all monies previously paid to "Pullman" as set forth in sections 5(b), through 5(f) shall be refunded to the respective payors together with interest thereon at the rate realized by "Pullman" in the sale of the bonds sold to finance the local share of the monies necessary to construct the "Airport Fire Flow Project" less the costs of the sale incurred by "Pullman" apportioned between the payors and "Pullman" according to the sums each has then paid toward the debt retirement and any sums the "Board" has paid "Pullman" for increased landing and rental fees.

- (h) The "Port", "Moscow", "Latah County", and "WSU" shall each be entitled to make prepayment of all of their respective annual obligations in the amounts as committed, expected, or subscribed in sections 5(b) [the "Port"--\$15,750], 5(c) ["Moscow"--\$15,750], 5(d) [Latah County"--\$7,500], and 5(e) ["WSU"--\$7,500], by paying the total remaining balance by no later than January 31st in any given year. The total remaining balance for the purpose of determining the amount of a prepayment is the present value of the unpaid balance which shall be calculated as follows:

[PRESENT VALUE (prepayment total)]
= scheduled payment X number of
years remaining X current one-year
Treasury Note Rate as of December
31. As an example, 10 years



remaining on \$15,750 annual payment with 8.5 percent Treasury Note Rate would yield a present value of \$103,341.

6. Termination by Pullman.

Pullman retains the right to terminate this Agreement prior to the award of a contract for construction upon written notice in the event:

- (a) Pullman is unable to obtain tax-exempt financing for the "Airport Fire Flow Project"; or
- (b) Pullman determines that the total costs of the "Airport Fire Flow Project" exceed its ability to make required debt service payments in excess of the annual contributions of the other parties.

PROVIDED, HOWEVER, that if the "Airport Fire Flow Project" is not operating by December 1, 2012, no further monies to be paid "Pullman" as set forth in sections 5(b), through 5(f) shall be paid to "Pullman" and all monies previously paid to "Pullman" as set forth in sections 5(b), through 5(f) shall be refunded to the respective payors together with interest thereon at the rate realized by "Pullman" in the sale of the bonds sold to finance the local share of the monies necessary to construct the "Airport Fire Flow Project" less the costs of the sale incurred by



"Pullman" apportioned between the payors and "Pullman" according to the sums each has then paid toward the debt retirement and any sums the "Board" has paid "Pullman" for increased landing and rental fees.

7. Ownership of the Fire Flow System.

The ownership of the improvements referred to herein as the "Airport Fire Flow Project" shall be vested solely in the city of Pullman and shall become part of Pullman's municipal water system upon completion of construction.

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 [Signature]

Date 6-2-09

ATTEST:

THE PORT OF WHITMAN COUNTY,
WASHINGTON

By [Signature]

Date 6/6/09/09

ATTEST:

THE CITY OF MOSCOW, IDAHO

By [Signature]

Date 4-21-09

ATTEST:

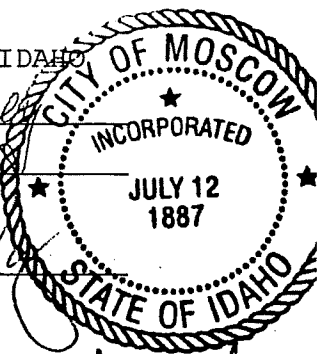
LATAH COUNTY, IDAHO

By [Signature]

Date 5-11-09

ATTEST:

K. Pickett, Deputy





WASHINGTON STATE UNIVERSITY

By

Date

5/14/09

Richard A. Heath

Sr. Associate Vice President

Washington State University

ATTEST:

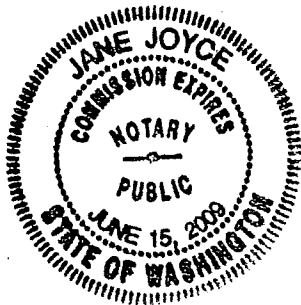
STATE OF WASHINGTON)

) ss.

County of Whitman)

On this day personally appeared before me Glenn A. Johnson
 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 under my hand and official seal this 2nd day of
June, 2009.



Jane Joyce
JANE JOYCE

Notary name printed

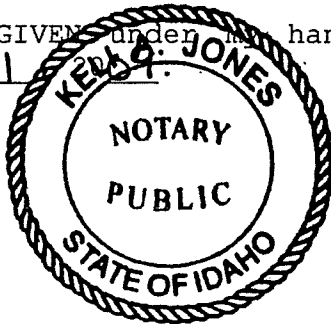
NOTARY PUBLIC in and for the State
of Washington, residing at PullmanMy commission expires: 6-15-2009



STATE OF IDAHO)
) ss.
 County of Latah)

On this day personally appeared before me Nancy Chaney, MAYOR, and Stephanie Kalasz, ~~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 21 day of April, 2009.

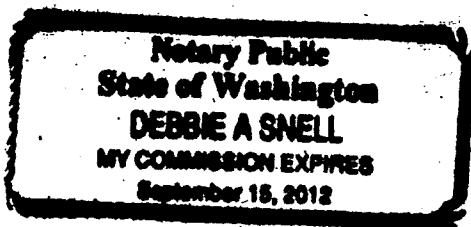


Keith A. Jones
 NOTARY PUBLIC in and for the State
 of Idaho, residing at Fullman.
 My commission expires: 8-14-2012

STATE OF WASHINGTON)
) ss.
 County of Whitman)

On this day personally appeared before me John Love, Comm President 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 4th day of June, 2009.



Debbie A. Snell
 Notary name printed
 NOTARY PUBLIC in and for the State
 of Washington, residing at Colfax WA
 My commission expires: 9-15-12



STATE OF IDAHO)
) ss.
 County of Latah)

On this day personally appeared before me Tom Stroschein
John A Nelson, and Jennifer Barrett, 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 11th day of
May, 2009.

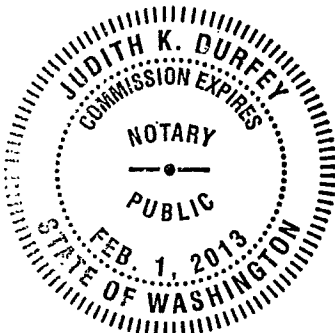


Kara N. Rickert
 NOTARY PUBLIC in and for the State
 of Idaho, residing at Moscow.
 My commission expires: 9-07-11.

STATE OF WASHINGTON)
) ss.
 County of Whitman)

On this day personally appeared before me Richard A. Heath
 TITLE: SR. Assoc. Vice President of WASHINGTON STATE UNIVERSITY, AN
 INSTITUTION OF HIGHER 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 14th day of
May, 2009.



Judith K. Duffey
 Notary name printed
 NOTARY PUBLIC in and for the State
 of Washington, residing at Pullman WA
 My commission expires: 2/1/2013.

701592

Agreements Rec Fee: \$ 125.00
10/25/2010 11:47 AM Page: 14 of 14
Eunice L. Coker, Whitman County Auditor



OFFICE OF THE WHITMAN COUNTY AUDITOR

EUNICE L COKER

PO BOX 350

COLFAX, WA 99111

PHONE: (509) 397-6270 FAX: (509) 397-6351

TODAY'S DATE: 10.25.10

REQUEST FOR NONSTANDARD RECORDING

I, (print name) JANE JOYCE am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

JANE JOYCE

PRINT NAME

Jane Joyce

SIGNATURE

Note: This request will be attached to the document and included in the filing.

#19112.

701591

Agreements Rec Fee: \$ 118.00
10/25/2010 11:47 AM Page: 1 of 7
Eunice L. Coker, Whitman County Auditor



Return to:
City of Pullman
325 S.E. Paradise
Pullman, WA 99163

Document Title: PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT
RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state
of Washington; City of Moscow, a municipal corporation
of the State of Idaho; Latah County, Idaho, a politi-
cal subdivision of the State of Idaho; Washington
State University, an institution of higher education
of the State of Washington; and the Port of Whitman
County, Washington, a municipal corporation of the
State of Washington

Grantee: The Public

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A



ADDENDUM TO PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT
RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT

THIS AGREEMENT is made and entered into this 4th day of June 2009, by and among THE CITY OF PULLMAN, a municipal corporation of the State of Washington, THE CITY OF MOSCOW, a municipal corporation of the State of Idaho, LATAH COUNTY, IDAHO, a political sub-division of the State of Idaho, WASHINGTON STATE UNIVERSITY, an institution of higher education of the State of Washington, and the PORT OF WHITMAN COUNTY, WASHINGTON, to amend their Agreement Relating to the Funding of the Airport Fire Flow Project, as follows:

1. Paragraph 2, page 2, is hereby amended to read as follows:

“2. That the “Airport Fire Flow Project” shall be constructed as more fully described in Paragraph 3.
2. Paragraph 3, page 3 is hereby amended to read as follows:

“3. “Airport Fire Flow Project” consists of the development of a closed, fire pump/storage system or a gravity flow system that will serve only the airport. The system includes a reduced pressure principle backflow prevention assembly (RPBA), or an approved air gap, with master water meter. A transmission pipe will be constructed in order to supply the 3500 gpm flow without excessive velocities and head loss. An approximately 420,000-usable gallon reservoir will be constructed north of the Airport Road. The storage reservoir will be designed to satisfy the Federal Aviation Administration primary surface requirements. Fire hydrants will be constructed at approximately 300-foot spacing to provide fire flow coverage throughout the site.
3. This Addendum may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. Faxed signatures shall be considered original signatures for all purposes.
4. All other provisions of the PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT are hereby expressly ratified and affirmed.

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

Mayor

Date

6-2-09

ATTEST:

Clerk

THE CITY OF MOSCOW, IDAHO

By

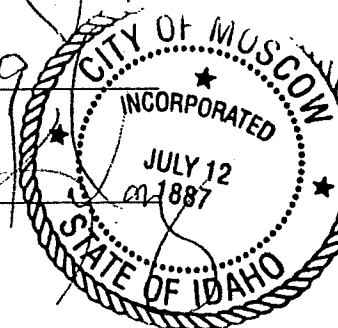
Mayor

Date

4-21-09

ATTEST:

Clerk



THE PORT OF WHITMAN COUNTY, WASHINGTON

By

President

Date

6-4-09

ATTEST:

Secretary

LATAH COUNTY, IDAHO

By

Commissioner

By

Commissioner

By

Commissioner

Attest: K. Pickett, Deputy 5-11-09

WASHINGTON STATE UNIVERSITY

By

Richard A. Heath
 Sr. Associate Vice President
 Washington State University

Date

5/14/09

ATTEST:



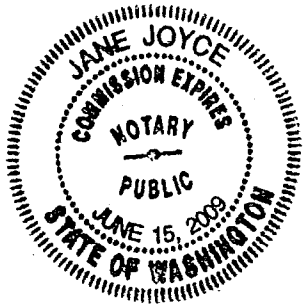
STATE OF WASHINGTON)

County of Whitman)

) ss.

On this day personally appeared before me Glenn A. Johnson, 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 under my hand and official seal this 2nd day of June, 2008



Jane Joyce
JANE Joyce

Notary name printed

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

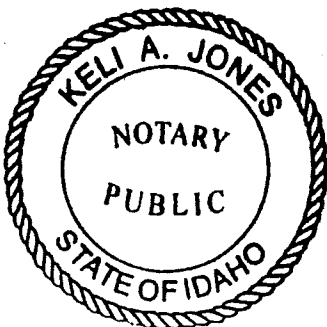
STATE OF IDAHO)

County of Latah)

) ss.

On this day personally appeared before me Nancy Chaney, MAYOR, and Stephanie Kalasz, 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 21 day of April, 2008.



Keli A. Jones

NOTARY PUBLIC in and for the State
 of Idaho, residing at Pullman

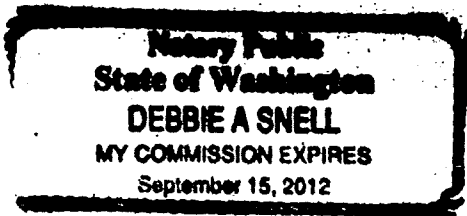
My commission expires: 8-14-2012

STATE OF WASHINGTON)
) SS.
County of Whitman)



On this day personally appeared before me John Love, Dan Boone, 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 4th day of June, 2008.

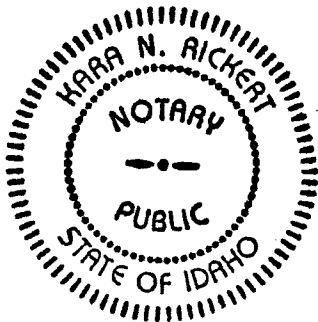


Debbie A Snell
Debbie A Snell
Notary name printed
NOTARY PUBLIC in and for the State
of Washington, residing at Colfax, WA
My commission expires: 9-15-12

STATE OF IDAHO)
) SS.
County of Latah)

On this day personally appeared before me Tom S. Stroschen, John A. Nelson, and Jennifer Barrett, 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 1th day of May 2009.



Kara N. Rickert
NOTARY PUBLIC in and for the State
of Idaho, residing at Moscow
My commission expires: 01-07-11



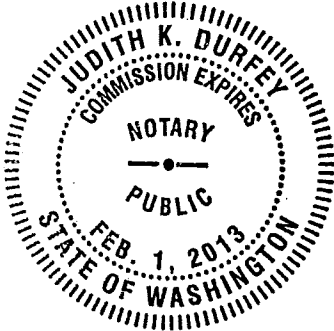
STATE OF WASHINGTON)

) ss.

County of Whitman)

On this day personally appeared before me RICHARD D. HEATH, TITLE: Sr. Assoc. Vice Pres.
 of WASHINGTON STATE UNIVERSITY, AN INSTITUTION OF HIGHER 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 14th day of May, 2008⁹.



Judith K. Duffey
Judith K. DUFFEY

Notary name printed

NOTARY PUBLIC in and for the State
 of Washington, residing at Pullman, WA
 My commission expires: 2/1/2013

701591

Agreements Rec Fee: \$ 118.00
10/25/2010 11:47 AM Page: 7 of 7
Eunice L. Coker, Whitman County Auditor



OFFICE OF THE WHITMAN COUNTY AUDITOR

EUNICE L COKER

PO BOX 350

COLFAX, WA 99111

PHONE: (509) 397-6270 FAX: (509) 397-6351

TODAY'S DATE: 10.25.10

REQUEST FOR NONSTANDARD RECORDING

I, (print name) JANE JOYCE am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

JANE JOYCE

PRINT NAME

Jane Joyce

SIGNATURE

Note: This request will be attached to the document and included in the filing.