

4. A motion to authorize an Administrative Services Contract with the Pullman-Moscow Regional Airport for 2017.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 6, 2016

ACTION REQUESTED

Approval of the attached Administrative Services Contract with the Pullman-Moscow Regional Airport for 2017.

BACKGROUND

The City of Pullman provides accounting and reporting services, administrative support services, and administrative review and consulting services to the Pullman-Moscow Regional Airport. As requested by the State Auditor's Office, the Pullman-Moscow Regional Airport reimburses the City of Pullman for these services. Attached is the "Administrative Services Contract" between the Pullman-Moscow Regional Airport and the City of Pullman for 2017.

RECOMMENDATION

By motion, approve the attached contract.

FISCAL IMPACT

\$49,060.03

001.341.43.00.00 = \$44,661.00

651.4600.546.80.41.00 = \$4,399.03
BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Leann L. Hubbard
Name

1. Administrative Services Contract

Finance Director
Title

Finance
Department

REVIEWED BY

Initial Date

Department Head

City Supervisor

MW

11/30/16

City Attorney
(As To Form)

Umaj

11-30-2016

ADMINISTRATIVE SERVICES CONTRACT

THIS AGREEMENT made and entered into by and between the AIRPORT BOARD OF THE PULLMAN-MOSCOW REGIONAL AIRPORT, a municipal corporation of the state of Washington (herein referred to as the "AIRPORT") and the CITY OF PULLMAN, a municipal corporation of the state of Washington (herein referred to as the "CITY").

WITNESSETH:

WHEREAS, "AIRPORT" is required under Washington law to prepare and submit annual financial reports and maintain appropriate and proper accounting and administrative records to support these annual financial reports; and,

WHEREAS, "CITY" has been maintaining said records and preparing such reports as required under Section 9.2 of the Joint Operating Agreement for the Pullman-Moscow Regional Airport dated July 22, 2014; and,

WHEREAS, the State Auditor's Office has recommended that the "AIRPORT" reimburse "CITY" for the costs incurred in maintaining such records and preparing such reports; now, therefore,

IN CONSIDERATION of the Mutual Covenants and Agreements of the parties herein contained to be performed, "CITY" herein agrees to provide the following services to "AIRPORT" at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of "CITY", and "AIRPORT" herein agrees to pay "CITY" the contract price provided herein for the performance of the services and the fulfillment of the covenants set forth hereafter and therefore the parties hereto do mutually COVENANT AND AGREE as follows, to-wit:

Special Provisions:

1. That "CITY" will provide on-going accounting and reporting services to "AIRPORT" as prescribed and required by the State Auditor's Office, including, but not limited to:
 - a. Monthly processing and preparation of "AIRPORT" bills for payment, upon the timely receipt of properly completed and authorized Orders for Payment from the "AIRPORT".
 - b. Monthly processing and preparation of "AIRPORT" payroll and benefit payments, upon the timely receipt of properly completed and authorized time sheets and personnel action forms from the "AIRPORT".
 - c. Maintenance of appropriate accounting records and computer files to the level currently provided.
 - d. Preparation of prescribed periodic accounting reports and annual reports.
 - e. Investment of excess "AIRPORT" funds and crediting investment income to the "AIRPORT" fund, in accordance with the investment limitations and requirements of Ch. 39.59 RCW and the State Auditor's Office.

2. That "AIRPORT" agrees to meet and abide by all deadlines established by "CITY" for the efficient and timely processing required of "CITY" under this agreement, and that paperwork shall be accurate upon its submission. The "AIRPORT" further understands and agrees that it will hold the "CITY" harmless against any actions taken against "AIRPORT" caused by erroneous or incomplete data submitted to "CITY" for processing.
3. That "CITY" will provide administrative support services to "AIRPORT", including, but not limited to:
 - a. Clerical and legally required file services at the levels currently provided.
 - b. Mail service, except that "AIRPORT" will reimburse "CITY" for actual postage charges.
4. That "CITY" will provide administrative review and consultative services to "AIRPORT" on an as-needed basis. These services can include, but are not limited to personnel policy, administrative, and legal reviews as requested and deemed necessary by Board of "AIRPORT" or the Mayor of "CITY".
5. That "AIRPORT" will pay to "CITY" the sum of Forty Nine Thousand Sixty Dollars and Three Cents (\$49,060.03) for these services provided during the calendar year 2017. This amount is inclusive of \$4,399.03 for accounting software. "CITY" will bill "AIRPORT" in three installments: January - \$4,399.03, July - \$22,330.50 and November - \$22,330.50. This amount is based on an estimate of hours expended and other expenses incurred for services rendered to "AIRPORT" and this method is consistent with the estimated charges by "CITY" to other enterprise funds within "CITY".
6. That "CITY" represents to "AIRPORT" that it possesses the necessary skills and trained personnel to provide these services as outlined in Special Provisions Nos. 1, 2, 3, and 4 of this agreement and "warrants" that "CITY" will perform such services in a timely and professional manner.
7. That the parties hereto agree that "AIRPORT" is specifically desiring the services of "CITY" to perform the covenants of this Agreement and should it become impossible for "CITY" to provide such performance, this Agreement shall at the time of the manifestation of such impossibility be declared to be of no further force and effect; and, all payments due "CITY" shall be prorated as of the date of the manifestation of such impossibility of performance.

General Provisions:

8. COMPLIANCE WITH LAWS: That "CITY", in the performance of the terms and conditions of this Contract will comply with all applicable federal, state and local laws, ordinances, rules and regulations.

9. NON-DISCRIMINATION: That "CITY" agrees that it will not discriminate against any employee or applicant on the grounds of race, color, religion, national origin, sex, marital status, or the presence of any sensory, mental, or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.
10. ASSIGNMENT: That "CITY" shall not assign or cause to be assigned or subcontract any portion of the activities herein contracted without obtaining prior written approval from "AIRPORT".
11. MODIFICATION: That no change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both the "AIRPORT" and "CITY".
12. SUSPENSION AND TERMINATION: That if "CITY" fails to comply with the terms and conditions of this Contract, "AIRPORT" may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract.
13. TERM: That the term of this agreement shall be from January 1, 2017 through the 31st day of December, 2017; and, may be modified and renewed for subsequent years upon the written authorization of "AIRPORT" and "CITY".
14. EXTENT OF CONTRACT: That this Contract contains all the terms and conditions agreed upon by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
15. VENUE STIPULATION: That this Contract has been and shall be construed as having been made and delivered within the state of Washington, and it shall be mutually understood and agreed by each party hereto that this Contract shall be governed by laws of the state of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.
16. NOTICES: That whenever in this Contract it is provided that written notice be delivered by one party to the other party, or whenever it is necessary to give notice by one party to the other party, said notice shall be delivered as follows:

AIRPORT: Pullman - Moscow Regional Airport
325 S.E. Paradise
Pullman, WA 99163

CITY: City of Pullman
325 S.E. Paradise

Pullman, WA 99163

Delivery of said notice shall be effected in any one of the following manners:

- (1) By personal delivery to and acknowledgment of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mails, in an envelope properly addressed to the address given above or the last address of the recipient known to the party giving notice, with postage fully prepaid therein, and mailed certified return receipt requested.

In the event said notice is mailed, it shall be deemed delivered two (2) days following the deposit thereof in the Post Office at Pullman, Washington.

17. BINDING EFFECT: That this Contract shall be binding upon the parties hereto; but, the obligation to perform the covenants contained in Special Provisions Nos. 1, 2, 3, and 4 of this Contract shall not be binding upon or inure to the benefit of the legal representatives, or successors and assigns of "CITY". If "CITY" is unable to perform because of the termination of this Contract either by "AIRPORT" or because of impossibility, the only remaining obligation of "AIRPORT" is to perform in accordance with Special Provision No. 7 of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed the within and foregoing Contract on the _____ day of _____, 2016.

CITY OF PULLMAN, a municipal corporation of the state of Washington

PULLMAN-MOSCOW REGIONAL AIRPORT, a municipal corporation of the state of Washington

Mayor

Board Vice Chair

ATTEST:

Finance Director

Secretary

5. RESOLUTION NO. R-75-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SENIOR CITIZENS' ASSOCIATION FOR THE PURPOSE OF PROVIDING TRANSPORTATION FOR THE PULLMAN NUTRITION PROGRAM AND CITY-SPONSORED TRIPS AND SPECIAL EVENTS.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 6, 2016

ACTION REQUESTED

Authorize an agreement between the City of Pullman and Pullman Senior Citizens' Association to provide requested van service.

BACKGROUND

The City of Pullman provides transportation to Pullman Senior Citizens' Association and its members for the Pullman Nutrition Program (Senior Meals), a variety of trips, special events, and other activities that are sponsored by the Parks & Recreation Department.

In 2017, one of the vans the Pullman Senior Citizens' Association utilizes is due for replacement. Due to the timing of the purchase and how ERD costs are calculated and charged out to other departments, the Public Services Department budget will likely not see an increase until the 2019 budget. It is staff's recommendation to renew this contract for three years when actual costs for services associated with the addition of a new van can be reevaluated. The term of the proposed agreement is from January 1, 2017, through December 31, 2019. The amount to be paid to the city is \$3,000 per year.

The Pullman Senior Citizens' Association Board of Directors approved the agreement at their regular meeting on November 8, 2016.

RECOMMENDATION

Adopt the attached resolution authorizing an agreement between the City of Pullman and Pullman Senior Citizens' Association for the purpose of providing transportation for the Pullman Nutrition Program and city-sponsored trips and special events.

FISCAL IMPACT

\$ _____

BARS Code Number

SUBMITTED BY

Kurt Dahmen

Name

Recreation Manager

Title

Public Services

Department

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Resolution No. R- 75- 16

REVIEWED BY

Initial Date

Department Head

City Supervisor

MW

11/28/16

City Attorney

mej

11/29/16

(As To Form)

RESOLUTION NO. R-75-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PULLMAN AND THE PULLMAN SENIOR CITIZENS' ASSOCIATION FOR THE PURPOSE OF PROVIDING TRANSPORTATION FOR THE PULLMAN NUTRITION PROGRAM AND CITY-SPONSORED TRIPS AND SPECIAL EVENTS.

WHEREAS, the City Council for the city of Pullman has before it an agreement between the city of Pullman and the Pullman Senior Citizens' Association which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said 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 agreement attached hereto and marked as Exhibit "A" and to deliver an executed copy thereof to the Pullman Senior Citizens' Association.

IT IS FURTHER RESOLVED that the Mayor and finance director are 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.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2016.

DATED this _____ day of _____, 2016.

Mayor Glenn A. Johnson

ATTEST:

Finance Director Leann L. Hubbard

Approved as to Form:

City Attorney

AGREEMENT BETWEEN THE CITY OF PULLMAN AND
THE PULLMAN SENIOR CITIZENS' ASSOCIATION

WHEREAS, the City of Pullman hereinafter referred to as "City", provides requested van service to the Pullman Senior Citizens' Association, hereinafter referred to as "Association";

NOW, THEREFORE, the parties agree as follows:

I. SCHEDULE FOR USE

A. The City agrees to provide transportation service to the Association and its members according to the following schedule:

1. Monday and Friday 8:00 a.m. - 5:00 p.m. for the purpose of participation in the Pullman Nutrition Program ("Senior Meals"). Tuesday-Thursday and Saturday-Sunday for trips and special events as needed.

If the Senior Meals services occur on a holiday, the Senior Meals will be rescheduled to another weekday of the same week or cancelled. The Senior Meals schedule is established by Whitman County Council on Aging and Human Services and approved by the City.

- B. The Association may request van service outside of the hours listed in A at no additional cost. Such service must be arranged in advance and agreed to by the City.
- C. The City reserves the right to schedule vans as it deems necessary when van service is not being provided to the Association or its members.
- D. With the exception of service provided for Senior Meals, vans may be used only in connection with programs and uses sponsored by the City.
- E. Maintenance. In the event that van maintenance cannot be performed around the Association's scheduled service, the City reserves the right to cancel, postpone, or reschedule the service.

II. PAYMENTS. In consideration of this agreement, the Association agrees to contribute \$3,000 annually toward the maintenance and operation costs of the vans. Payment shall be made bi-annually with half of the total to be paid on or before January 31 and the remainder to be paid on or before July 31.

Exhibit "A"

III. LENGTH OF AGREEMENT. This agreement is for a period commencing January 1, 2017, and terminating on December 31, 2019. The parties may renew this Agreement by executing a written renewal agreement on or before the date of termination.

IV. AMENDMENTS. No term, provision, or condition of this agreement may be altered or amended, nor may any term, provision, or condition be added to this agreement, except by written document signed and agreed to by both the City of Pullman and the Association.

V. TERMINATION. Both the City of Pullman and the Association reserve the right to terminate this agreement, but the party terminating shall give at least thirty (30) days written notice of intent to terminate.

BY SIGNING BELOW, the parties signify that they have read this agreement, understand its terms, and agree to be bound by them.

DATED this _____ day of _____, 2016.

CITY OF PULLMAN

PULLMAN SENIOR CITIZENS'
ASSOCIATION

Mayor Glenn A. Johnson

President

ATTEST:

ATTEST:

Finance Director Leann L. Hubbard

Vice-President

6. RESOLUTION NO. R-76-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR MUTUAL AID BETWEEN THE CITY OF PULLMAN AND THE CITY OF LEWISTON, IDAHO.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: December 6, 2016

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ACTION REQUESTED

Authorize an Interlocal Agreement for Mutual Aid Between the City of Lewiston and the City of Pullman.

BACKGROUND

The Pullman Police Department maintains mutual aid agreements with local Idaho law enforcement agencies that allow for the agencies to provide assistance to each other across state lines during emergencies when an agency's immediate resources are inadequate. Under Washington laws, the chief law enforcement officer has the authority to enter into mutual aid agreements with other law enforcement agencies in Washington and other states; however Idaho laws require City Council approval for such agreements. Therefore, mutual aid agreements with Idaho governments require City Council approval and are prepared as interlocal agreements. The mutual aid agreement currently in place with the City of Lewiston was approved by City Council on March 23, 1999 with Resolution 3-23-99. The City of Lewiston is requesting an updated agreement due to a change of their police chief. There are no substantive changes with the new agreement. The term of the agreement is for one year and is automatically renewed unless either party gives notice of intent to terminate.

RECOMMENDATION

Adopt the attached resolution authorizing an Interlocal Agreement for Mutual Aid Between the City of Lewiston and the City of Pullman.

FISCAL IMPACT

\$ 0

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Name: Gary Jenkins
Title: Chief of Police
Department: Police

1. Resolution No. R-76-16

=====
REVIEWED BY

Department Head Initial [Signature] Date 11-30-16
City Supervisor [Signature] 11/30/16
City Attorney (As To Form) [Signature] 11-30-2016

RESOLUTION NO. R-76-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR MUTUAL AID BETWEEN THE CITY OF PULLMAN AND THE CITY OF LEWISTON, IDAHO.

WHEREAS, the City Council for the city of Pullman has before it an interlocal agreement entitled "Interlocal Agreement for Mutual Aid between the city of Lewiston and the city of Pullman" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to adopt said Agreement, pursuant to RCW Chapter 39.34, Interlocal Cooperation Act; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement attached hereto as Exhibit "A" and to deliver an executed original thereof to the city of Lewiston.

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 Interlocal Agreement authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal Agreement shall be posted on the official Web site of the city of Pullman.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2016.

DATED this _____ day of _____, 2016.

Mayor Glenn A. Johnson

ATTEST:

Finance Director Leann L. Hubbard

Approved as to Form:

City Attorney

**INTERLOCAL AGREEMENT FOR MUTUAL AID
BETWEEN THE CITY OF LEWISTON AND THE CITY OF PULLMAN**

THIS INTERLOCAL AGREEMENT FOR MUTUAL AID (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation, located in Nez Perce County (“Lewiston”), and the City of Pullman, a Washington municipal corporation, located in Whitman County (“Pullman”). Lewiston and Pullman may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, each of the Parties has an interest in crime prevention and/or other emergency support;

WHEREAS, each of the Parties owns and maintains equipment and retains peace officers who are trained to provide various levels of service in the prevention, investigation, and/or detection of crimes;

WHEREAS, in the event of an emergency, either Party may require the assistance of the other Party to provide supplemental control and/or other emergency support in the prevention, investigation, and/or detection of crimes;

WHEREAS, each of the Parties may have the necessary equipment and peace officers available to enable it to provide such services to the other Party in the event of an emergency situation;

WHEREAS, the facilities of each Party are located in such a manner as to enable each Party to render mutual aid to the other; and

WHEREAS, it is not the intent of either Party that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity; instead, this Agreement is intended to be an interagency contract for services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between the Parties as follows:

Exhibit “A”

1. **AUTHORIZATION:** This Agreement is authorized pursuant to Idaho Code §§ 67-2332 and 67-2337 and RCW 10.93 and 39.34. This Agreement constitutes a mutual assistance compact pursuant to Idaho Code § 67-2337(4).

2. **PURPOSE:** The purpose of this Agreement shall be to secure timely law enforcement assistance for the Parties upon request.

3. **AGREEMENT ADMINISTRATORS:** Lewiston's Chief of Police and Pullman's Chief of Police shall jointly serve as administrators of this Agreement.

4. **REQUEST FOR ASSISTANCE:** The Commanding Officer (Chief of Police or the Chief's authorized designee) or Incident Commander of the requesting Party at the scene of an emergency within the boundaries of that Party's geographical jurisdiction is authorized to request assistance from the other Party if confronted with an emergency situation for which the requesting Party determines it has need for equipment and/or peace officers in excess of that available to the requesting Party. The requesting Party shall identify the Incident Commander in command of the operations at the scene of the emergency.

5. **RESPONSE TO REQUEST FOR ASSISTANCE:** Upon receipt of a request for assistance, the Commanding Officer of the responding Party shall immediately take the following actions:

- A. Determine if the responding Party has equipment and peace officers available to respond to the request of the requesting Party, and determine the type of equipment and number of peace officers available.
- B. Determine what available equipment and peace officers, if any, should be dispatched in accordance with the plans and procedures established by the Parties.
- C. In the event the requested equipment and/or peace officers are available, the

Commanding Officer of the responding Party shall dispatch such equipment and peace officers to the scene of the emergency with proper operating instructions.

- D. In the event the requested equipment and/or peace officers are not available, then the Commanding Officer of the responding Party shall immediately advise the requesting Party of such fact.

6. **RESPONDING PARTY AUTHORITY:** The responding Party, at its sole discretion, shall have the authority to refuse, restrict, or terminate its involvement, at any time, in an operation pursuant to this Agreement, and shall immediately provide notice of such fact to the requesting Party.

7. **STANDARD OF CONDUCT:** Each peace officer providing assistance under this Agreement shall maintain the standards of professional conduct required by the peace officer's department policies and procedures. It shall be the sole duty and responsibility of the peace officer's employing department to determine if there has been any breach of professional standards.

8. **COMMAND RESPONSIBILITY AT SCENE:** The requesting Party's Incident Commander shall be in command of the operations under which the equipment and peace officers sent by the responding Party shall serve; provided, however, that the responding equipment and peace officers shall be under the immediate supervision of the responding Party's officer in charge. If the requesting Party's Incident Commander specifically requests a senior officer of the responding Party to assume command, the requesting Party's Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation. The requesting Party's Incident Commander shall be responsible for determining when assistance under this Agreement is no longer necessary and shall notify the responding Party's officer in charge. Upon such notification, the responding Party

shall be relieved of all duties for the incident and shall withdraw and demobilize its response operations in an orderly and safe manner.

9. **PROCEDURES:** Custody procedures after arrest shall be governed by the arresting peace officer's department policies and procedures, unless the requesting Party has put in place acceptable arrest procedures to deal with the incident, such as mass arrest procedures.

10. **POST-RESPONSE RESPONSIBILITY:** All equipment and peace officers used pursuant to this Agreement shall be returned to the responding Party upon being released by the requesting Party, or upon demand by the responding Party for return of said equipment and peace officers. Additionally, circumstances surrounding any actual exercise of peace officer authority outside the territorial limits of Lewiston or Pullman shall be reported, as soon as safety conditions allow, to the requesting Party, and the peace officer shall relinquish authority and control over any event to the requesting Party.

11. **COMPENSATION:** Neither Party shall seek compensation from the other Party for assistance provided under this Agreement. Each Party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation for its own employees. Each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that Party.

12. **INSURANCE:** Each Party shall maintain adequate insurance coverage for its own equipment and peace officers at all times when this Agreement is in effect.

13. **LIABILITY:**

A. **No Liability for Responding Party.** The original, employing agency shall be responsible for all liability arising from the acts or omissions of its officers, officials, employees, volunteers, and agents participating in this Agreement.

Further, except as expressly provided herein, no Party shall be liable for failure to comply with any provision of this Agreement, nor for any liability arising from providing or refusing to provide assistance under this Agreement.

- B. Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases and discharges the other Party, its officers, officials, employees, volunteers, and/or agents from any claim related to this Agreement.
- C. Damage or Destruction to Equipment.** Except as expressly provided herein, the requesting Party shall not be obligated to pay the responding Party for any damage to or destruction of any equipment used for assistance purposes. This provision shall not apply to the extent that it would void applicable property insurance available to provide payment for the damage or loss of such equipment. It is the intent of the Parties that the risk of loss to equipment will be addressed by each Party through the purchase of property insurance as opposed to seeking reimbursement from the other Party.
- D. Liability to Third Parties.** The term “third party” means any person, firm, or entity other than the Parties hereto. With regard to assistance provided pursuant to this Agreement, each Party shall be responsible for all liability arising from and/or related to the acts or omissions of that Party, its officers, officials, employees, volunteers, and agents.
- E. Mutual Hold Harmless.** The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties’ liabilities are further governed by the Idaho Tort Claims Act and the Washington Tort Claims Act. The Parties agree to indemnify and hold

harmless the other from any injury, damage, or claim suffered by any person or property caused by its own acts and omissions and those of its employees, officers, agents, and contractors.

F. **Survival.** The provisions of this section shall survive the expiration or termination of this Agreement.

14. **PRE-INCIDENT PLANNING:** The Commanding Officers of the Parties may, from time-to-time, meet to establish pre-incident plans that indicate the types of and locations of potential problem areas where assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of peace officers that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the responding Party of its own geographical location. The Parties shall take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

15. **TERM AND RENEWAL:** The term of this Agreement shall be from the date of last signature on this Agreement through September 30, 2017 (“Initial Term”). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”), unless terminated as provided in Section 16. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

16. **TERMINATION:** A Party desiring to terminate this Agreement shall serve written notice upon the other Party of its intention to terminate this Agreement. Such notice shall be served no less than thirty (30) calendar days prior to the termination date set forth in the written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to the stated termination date. Termination of this Agreement shall not preclude future mutual aid agreements between the Parties.

17. **NOTICES:** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Pullman: Chief of Police
City of Pullman
260 SE Kamiaken Street
Pullman, Washington 99163

With copy to: City Clerk's Office
City of Pullman
325 SE Paradise Street
Pullman, Washington 99163

Lewiston: Chief of Police
City of Lewiston
P.O. Box 617
Lewiston, Idaho 83501

18. **FILING OF AGREEMENT:** An original of this Agreement shall be filed at the administrative offices of each Party. Copies of this Agreement shall be filed with Lewiston's City Clerk and Pullman's City Clerk.

19. **AGREEMENT NOT EXCLUSIVE:** This Agreement is not exclusive as between the Parties. Either Party may, as it deems necessary or expedient, enter into separate mutual aid agreements with other entities. Entry into such separate agreements shall not change any relationship or covenant herein contained unless the Parties mutually agree in writing to such change. The Parties shall, upon the request of the other Party, inform such Party of the other mutual aid agreements entered into and provide copies of said agreements.

20. **STATE NOT LIABLE:** Pursuant to Idaho Code § 67-2337, the State of Idaho and its agencies or departments shall not be liable for the acts of peace officers pursuant to this Agreement.

21. **SEVERABILITY:** In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force

and effect and shall be binding upon the Parties.

22. **SURVIVAL:** All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

23. **MODIFICATIONS:** This Agreement may be modified or amended only by a writing duly executed by both Parties.

24. **PERFORMANCE/WAIVER:** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

25. **FORCE MAJEURE:** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

26. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

27. **THIRD PARTY BENEFICIARIES:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

28. **ATTORNEY FEES:** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether

such controversy, claim, or action is prosecuted to judgment or appealed.

29. **PUBLIC RECORDS:** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Washington Public Records Act, RCW 42.56, and other applicable federal and state laws, and might be public records.

30. **TERMINATION OF PREVIOUS AGREEMENT:** The previous “Intergovernmental Agreement (Emergency Law Enforcement Assistance)” entered into between the Parties, dated by Lewiston on March 3, 1999 and by Pullman pursuant to Resolution No. R-26-99 adopted March 24, 1999, is hereby terminated upon execution of this Agreement. The Parties waive the thirty (30) day written notice requirement set forth in such previous Intergovernmental Agreement (Emergency Law Enforcement Assistance).

31. **MERGER AND INTEGRATION:** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

DATED this _____ day of _____ 2016.

CITY OF LEWISTON

By: _____
James Kleeburg, Mayor

ATTEST:

Kari J. Ravencroft, City Clerk

CITY OF PULLMAN

By: _____
Glenn A. Johnson, Mayor

ATTEST:

Finance Director Leann L. Hubbard

APPROVED AS TO FORM:

City Attorney