

MEMORANDUM OF UNDERSTANDING
Between

WASHINGTON STATE UNIVERSITY
and
PULLMAN-MOSCOW REGIONAL AIRPORT BOARD
and
CITY OF PULLMAN, WASHINGTON

This Memorandum of Understanding is between Washington State University, the Pullman-Moscow Regional Airport Board, and the City of Pullman, Washington and is effective as of the date of the last signatory hereto.

WITNESSETH:

WHEREAS, Washington State University has pledged the sum of Six Hundred Thousand Dollars (\$600,000.00) to assist in payment of a local funding match, and for the grant ineligible portions, for the construction of the new terminal and apron projects at the Pullman-Moscow Regional Airport, Pullman, Washington;

WHEREAS, the Federal Aviation Administration has provided to the City of Pullman, Washington, and the City of Moscow, Idaho, hereinafter "Sponsors," several grants to pay for the new terminal and apron projects at the Pullman-Moscow Regional Airport, Pullman, Washington;

WHEREAS, the Federal Aviation Administration does not fully fund the entire cost of the new terminal and apron projects, at the Pullman-Moscow Regional Airport;

WHEREAS, the funding for the new terminal and apron projects, at the Pullman-Moscow Regional Airport necessitates funding from the Sponsors and other supporting entities to pay the full cost of the new terminal and apron projects;

WHEREAS, Washington State University has previously pledged the sum of Six Hundred Thousand Dollars (\$600,000.00) to assist with the payment of the new terminal and apron projects, at the Pullman-Moscow Regional Airport; and In Consideration of the foregoing recitals, the Undersigned agree as follows:

1. Washington State University shall on or before June 15, 2024 pay the sum of Six Hundred Thousand Dollars (\$600,000.00) to the City of Pullman, Washington, to be used only and strictly for payment of the new terminal and apron projects, at the Pullman-Moscow Regional Airport;
2. The City of Pullman, Washington, Sponsor, shall accept said payments from Washington State University and place said sums in the account to be used strictly and only for funding of the runway realignment and expansion, and other improvements, at the Pullman-Moscow Regional Airport.

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3. City of Pullman will conduct all activity pursuant to this MOU in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended. The Parties will each assume responsibility for any claims for damages to persons and/or property resulting from acts or omissions and those of their own officers, employees, and agents. Records documenting the expenditure of funds under this agreement must be maintained for six years after expiration of this MOU and must be made available for review or audit by the other Party, the Office of the State Auditor, and federal auditors. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the last date of all the signatories appearing here below.

ACCEPTED:

WASHINGTON STATE UNIVERSITY:

DocuSigned by:
By: Leslie Brunelli Dated: 6/21/2024
Leslie Brunelli, EVP/CFO Finance & Admin

Jessica Smith-Kaprosy Dated: 6-21-2024

Jessica Smith-Kaprosy
Assistant Attorney General
State of Washington

PULLMAN-MOSCOW REGIONAL AIRPORT BOARD:

By: Francis Benjamin Dated: 3/27/2024
Francis Benjamin, Chair

Approved as to Form:

[Signature]
Legal Counsel

CITY OF PULLMAN, WASHINGTON:

By: Francis Benjamin Dated: 3/27/2024
Mayor, Francis Benjamin

Approved as to Form :

[Signature]
Legal Counsel