



## Palouse Basin Aquifer Committee

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June 15, 2006 Meeting Minutes

### Moscow UI Facilities Services Center, Jack's Creek Meeting Room

#### Attendance

X	UI: Michael Holthaus, Water Systems Coordinator		WSU: Joe Kline, Project Engineer
X	UI: Brian Johnson, Assistant Vice President, Facilities	X	WSU: Rob Corcoran, Asst Dir, Arch, Engr & Const Services
X	Moscow: Tom Scallorn (Chair), Water Dept Superintendent		Pullman: Mark Workman, Director of Public Works
	Moscow: Aaron Ament, City Council Member	X	Pullman: Art Garro, Maintenance & Operations Superintendent
	Moscow: Les MacDonald, Director of Public Works	X	Pullman: Barney Waldrop, City Council Member
X	Latah County: Tom Townsend, Citizen and County Representative	X	Whitman County: Mark Storey (Vice Chair), County Engineer
	Latah County: Tom Stroschein, County Commissioner		Whitman County: Jerry Finch, County Commissioner
X	Colfax: Emily Adams, City Administrator	X	Colfax: Andy Rogers, Public Works Supervisor

#### Ex officio Members

Bob Haynes, IDWR

#### Visitors and Others

David Hall, Palouse Water Conservation Network; Stacey Douglas, UI, Golder; Kathleen Warnick; Ryan Bentley, Moscow-Pullman Daily News; Larry Kirkland, PBAC; Steve Robischon, PBAC.

#### Call to Order

Tom Scallorn, PBAC Chair, called the meeting to order at 2:00 pm.

#### 1) Approval of the May 18, 2006 Meeting Minutes –

The May draft minutes were approved by consensus with no corrections.

#### 2) PBAC Project Progress Reports

Wanapum Testing and Monitoring – Hannah Hernandez

Data loggers at the Elks golf course and Sweet Avenue Site (SAS) were downloaded and the depth to water was measured three times during the month. Hannah is working with the city of Moscow to install a logger in Moscow #2. She will be installing several more

data loggers at the UI groundwater field laboratory. Compilation and formatting of datasets back to 1999 continues, with compilation completed for five wells during the month. Hannah is planning aquifer tests at the groundwater field lab, the SAS site, and (hopefully) the Elks golf course this summer.

#### Grande Ronde Testing and Monitoring – Stacey Douglas

Compilation of the water level information for the Grande Ronde wells continues, as does analysis of the May 5 aquifer test (see presentation slides on PBAC site). In addition, Stacey is conducting accuracy testing on the new and old data loggers to verify whether the older loggers are still performing properly. The Colfax city and Glenwood wells were visited in early June, and Palouse wells will be investigated for placement of new data loggers this coming month. Stacey also plans to install a data logger in the non-pumping airport well (WSU #5).

#### UI #2 Passive Drainage Well – Chad Opatz

Chad is working on correcting the data he has collected to remove the influence associated with runoff events. He is also developing a protocol and conducting tracer tests by introducing hot water into the well and measuring the temperature pulse as it flows downward. Continued monthly tests from the piezometer nests along Paradise Creek indicate that the water quality remains stable.

#### IDWR Monitoring Well Field #2 - IDWR

Drilling equipment arrived June 8 and work began at the east drilling site. The first 25 feet consisted of topsoil and Latah Formation, followed by 10 feet of Saddle Mountains Formation basalt, and then an additional 35 feet of clays and gravels. Robischon handed out a lithology log on the well prepared by John Bush. Because the drilling conditions were more difficult than was expected, a decision was made to cease drilling at the east drilling site and complete the well with schedule 40 PVC casing and a 10 foot screened section between 60 and 70 feet. A new site was located approximately 1500 feet to the west, where the overlying sediment thickness is expected to be much less. A new drilling pad was constructed and equipment relocated to the new site.

#### Hydrogeologic Characterization Project – Latah County

Drilling is expected to begin June 19 on the second phase of the project.

### **3) Citizens Advisory Group (CAG) Report**

Storey reported that the group had elected Michael Echanove as its new chair, replacing Joe Spoonemore. The group had invited guests from Latah and Whitman counties to discuss their processes related to land/water use applications. Latah County had declined due to pending legal issues on the Idaho side, and Storey represented Whitman County but was unable to speak in detail, also due to potential legal constraints. The group discussed water rights and land use issues and regulations in Washington and Idaho. A draft letter to WSU president Rawlins was presented by Spoonemore and discussed by the group, with the group deciding the letter should not come from CAG but could come from Spoonemore as an individual.

#### **4) Budget Report**

Robischon handed out a budget summary with data through May 31. The group discussed the research money in the FY07 budget earmarked for monitoring wells at the WSU Cunningham farm, and decided to remove the earmark and free the funds to balance the research budget and possibly fund small research efforts during the fiscal year. The group directed that the Washington DOE be contacted (in writing) to request State support for the Cunningham farm project.

#### **5) Other Reports and Announcements**

Scallorn noted that PBAC is looking into external funding for projects, and that members should provide information related to any funding opportunities they discover.

Robischon reported that commissioners Wigen and Stroschein have had preliminary discussions with Rob Buchert of the Palouse Conservation District about Water Summit II. They plan to put together a working group to accomplish the planning, and ask for input from PBAC as to the makeup of the working group.

Robischon handed out a copy of a WSU press release noting that WSU water use has hit its lowest level since 1986. Corcoran described the reasons for the decline in use, including the completion of a new steam plant, leak repairs, and installation of low water use equipment and fixtures.

Robischon handed out charts of preliminary pumping and water level data for Moscow, Pullman, UI and WSU. The group discussed the interpretation of the 1% annual increase target, and decided to define the target value to be 1.01 times the 5 year running average.

#### **6) Unfinished Business**

CAG Membership - Neither Kline nor MacDonald were present to report progress on CAG membership (Idaho small municipal provider position) and the agenda item was carried over to next month's meeting.

PBAC Goals - Goals from the April 20, 2006 retreat were modified to remove subgoal 3 from the first primary goal, promote subgoal 4 to a primary goal, and delete the "suggested by facilitator" language at the end of the final primary goal. The FY07 PBAC mission and goals agreed to by the members are as follows:

Mission:

To ensure a long-term, quality water supply for the Palouse Basin region.

Goals:

- Develop and Implement a balanced basin wide Water Supply and Use Program by 2020.
  - Create an action plan for aquifer system enhancement and alternate water supply development by 2010.
  - Direct research and implement pilot projects necessary to understand the basin hydrogeology in a manner sufficient to support the Water Supply and Use Program and the affiliated supply projects.

- Update the Palouse Basin Groundwater Management Plan to reflect the Water Supply and Use Program.
- Encourage and facilitate entities in meeting their specific pumping, conservation, efficient use, water recycling and other goals.
- Educate entities and the public on the state of the basin water supply and options for carrying out PBAC's mission and goals.
- Maintain harmonious and effective working relationships across the state line to fairly meet the needs of all entities.
- Revisit the goals and mission statement annually to ensure that they are current and reflect the goals of the group.

Interentity Agreement Modifications – Robischon handed out a draft of the proposed modifications to the agreement. After discussing the voting requirements for raising entity assessments and modifying the interentity agreement, the group voted (one opposed) to accept the revisions and begin the process of obtaining entity signoff. The process will involve sequentially passing 8 copies of the agreement from one entity to the next. Once all have signed, each entity (and PBAC) will then be provided with a signed copy of the agreement.

**7) New Business**

FY07 PBAC Officers – Mark Storey was elected PBAC chair for FY07 (July 1, 2006 through June 30, 2007), and Mike Holthaus was elected Vice-chair.

**8) Next Meeting Date**

July 20, 2006, 2:00

Pullman City Hall, East End Large Conference Room

**Additional Comment** - Member Waldrop noted that, since conservation encouragement is included in the PBAC goals, PBAC should exercise leadership and make recommendations to the entities as to how best they can accomplish savings.

**9) Adjournment**

The meeting was adjourned at 3:55 PM

Reviewed and approved at the July 20, 2006 PBAC meeting.

** Assessment Scenarios FY07 (7/1/2006 thru 6/30/2007)					
	* FY06 (thru 6/30/06)	Current Schedule	Current + 100% Admin	Current + 150% Admin	Current + 100% Admin + 100% Research
Beginning Balance	\$108,005	\$116,734	\$116,734	\$116,734	\$116,734
Admin/Ops Assessments	\$38,000	\$38,000	\$76,000	\$95,000	\$76,000
Admin/Ops Expenses	\$49,220	\$74,339	\$74,339	\$74,339	\$74,339
Admin/Ops Subtotal	(\$11,220)	(\$36,339)	\$1,661	\$20,661	\$1,661
Research Assessments	\$80,000	\$80,000	\$80,000	\$80,000	\$160,000
Research Expenses/Commitments	\$60,051	\$118,948	\$118,948	\$118,948	\$118,948
Research Subtotal	\$19,949	(\$38,948)	(\$38,948)	(\$38,948)	\$41,052
Ending Balance	\$116,734	\$41,447	\$79,447	\$98,447	\$159,447

\* FY06 Research Expenses Include Prior Year Project Commitment Carryovers

\*\* FY07 Research Expenses Include Outyear Project Commitments and Cunningham Well Field (\$50,000)

Assessments						
	Current Admin	Current Research	Current (Total)	Current + 100% Admin (Total)	Current + 150% Admin (Total)	Current + 100% Admin + 100% Research (Total)
Whitman County	\$2,000	\$0	\$2,000	\$4,000	\$5,000	\$4,000
Latah County	\$2,000	\$0	\$2,000	\$4,000	\$5,000	\$4,000
Pullman	\$8,000	\$20,000	\$28,000	\$36,000	\$40,000	\$56,000
Moscow	\$8,000	\$20,000	\$28,000	\$36,000	\$40,000	\$56,000
Colfax	\$2,000	\$0	\$2,000	\$4,000	\$5,000	\$4,000
Washington State	\$8,000	\$20,000	\$28,000	\$36,000	\$40,000	\$56,000
University of Idaho	\$8,000	\$20,000	\$28,000	\$36,000	\$40,000	\$56,000
Total			\$118,000	\$156,000	\$175,000	\$236,000

Expenses/Commitments	Prior Year *	FY06	Posted thru 6/1/06	Out Years**
Administrative / Operations		\$49,220.46	\$42,341.32	\$74,338.68
Geophysical Study (Holom)	\$18,518.51		\$17,213.79	
Mapping (Bush)	\$1,714.80		\$1,714.80	
Deep Aquifer Monitoring (McVay)	\$16,817.31		\$16,932.86	
Cunningham Well Field				\$50,000.00
Shallow Aquifer Monitoring (Badon)	\$17,745.12		\$16,470.51	
Hydrostatigraphy Evaluation (Osiensky)	\$7,311.51			
Passive Drainage Well (Opatz)		\$21,500.00	\$23,230.39	\$23,500.00
Database / GIS/ Model (Wu/Leek)	\$22,000.00	\$17,000.00	\$32,914.95	
Deep Aquifer Monitoring Cont. (Douglas)		\$8,796.00	\$7,404.60	\$27,103.00
Shallow Aquifer Monitoring Cont. (Hernandez)		\$7,755.00	\$7,176.85	\$18,345.00
Shallow Aquifer Drought Level Monitoring (Nimmer)		\$5,000.00	\$3,932.95	
Commitments/Expenses Subtotal	\$84,107.25	\$109,271.46	\$169,333.02	\$193,286.68

\*\*\* Remaining to Spend - FY06 \$24,045.69

\* Prior Year commitments include previously funded projects with expenses carrying over into FY06

\*\* Out Year commitments include project agreements, Cunningham Well Field, executive mgr, technical advisor thru 6/07

\*\*\* (Prior + Current Year) Commitments - YTD Expenses



6/9/2006

**Contact:**

**Robert Corcoran, Executive Director, WSU Facility Operations, 509/335-9018, [robcorcoran@wsu.edu](mailto:robcorcoran@wsu.edu)**

**Robert Streng, WSU News Service, 509/335-3583, [rstreng@wsu.edu](mailto:rstreng@wsu.edu)**

**WSU Water Usage Hits Lowest Level Since 1986**

PULLMAN, Wash. – Water use at Washington State University is down significantly for the second consecutive year, reaching the lowest level since WSU entered into a regional ground water management plan two decades ago.

In 2004, WSU used 557 million gallons of water, an 8.3 percent decrease from the 608 million gallons pumped in 2003. In 2005, WSU further reduced water usage to 515 million gallons, down an additional 7.6 percent from 2004. That downward trend also has continued through April of this year, with water usage down 13 percent from the same period in 2005.

Ev Davis, associate vice president for Facilities Operations, said the 2005 water use figure represents a 24 percent decline since 1986, when the Palouse Basin Aquifer Committee's water management plan began requiring monitoring of water usage. In 1986, WSU's usage was 681 million gallons.

The last time WSU's water usage hit a lower level than in 2005 was in 1962, when 499 million gallons were consumed, Davis said. WSU's highest annual usage was 741 million gallons in 1984.

Davis attributes the reduction in water use to several factors, including:

-- The new Grimes Way Steam Plant which was designed to use much less water than the old College Avenue Steam Plant, which ceased operations in April of 2005. That alone is responsible for a drop in water use of 30 million gallons annually.



# NEWS

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-- The identification and repair of a number of broken and leaking small domestic water lines in some of the remote areas of the campus has saved more than 11.5 million gallons annually.

-- Ongoing efforts by Facilities Operations, Capital Planning and Development, and Housing/Dining Services to install low water usage equipment and fixtures.

-- A continuing effort to identify and eliminate water-wasting equipment in campus buildings.

Davis said the decline in water use is all the more noteworthy because WSU has grown steadily during the past four decades, with enrollment more than doubling between 1962 and 2006. For example, WSU had:

-- 7,896 students on the Pullman campus in 1962, 15,481 students in 1986 and 17,638 students in 2005.

-- 3,830 employees in Whitman county in 1986, with most on the Pullman campus, and 4,343 employees in 2005. Employee figures for 1962 were not available.

-- The total square footage of campus buildings and facilities requiring care, heating and cooling has also grown substantially since 1962, when structures on the Pullman campus comprised approximately 4 million gross square feet of space. By 1986, the total had grown to 8 million gross square feet. In 2005, the total reached 10 million gross square feet.

Members of PBAC are the cities of Moscow, Pullman and Colfax, the University of Idaho, WSU, Latah County (Idaho) and Whitman County (Washington).

This page has been accessed **0032** times.

**DRAFT PALOUSE BASIN AQUIFER COMMITTEE INTERAGENCY  
AGREEMENT**

**I. PARTIES**

This agreement (AGREEMENT) is entered into between the city of Pullman, a municipal corporation of the state of Washington (PULLMAN); the city of Moscow, a municipal corporation of the state of Idaho (MOSCOW); Whitman County, a municipal corporation of the state of Washington (WHITMAN); Latah County, a political subdivision of the state of Idaho (LATAH); the University of Idaho, an institution of higher education of the state of Idaho (UI); Washington State University, an institution of higher education of the state of Washington (WSU); and the city of Colfax, a municipal corporation of the state of Washington (COLFAX). In this AGREEMENT, all the above entities are referred to as PARTY or jointly as the PARTIES. Additional governmental entities may be included in this AGREEMENT by addendum executed by all PARTIES existing at that time and the proposed additional PARTY.

**II. AUTHORITY AND GOVERNANCE**

The PARTIES are authorized to enter into and carry out this AGREEMENT pursuant to the provisions of Idaho Code and Article IX, Section 10 Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules; and
- b. provisions of the agreement, including materials incorporated by reference.

**III. PURPOSE**

The common water supply serving the western portion of Latah County, Idaho in the general vicinity of MOSCOW, and the eastern portion of Whitman County, Washington in the general vicinity of PULLMAN (referred to herein as the Palouse Basin Aquifer), is an important regional concern and maintaining and conserving that resource is of critical importance to each PARTY to this Agreement. The PARTIES deem it to be in the public interest to work jointly and cooperatively on water resource problems and issues, while maintaining a consideration of the benefits of growth activity and economic development.

#### **IV. ADMINISTRATION OF AGREEMENT AND COMMITTEE**

- A. Establishment of Committee: In order to carry out the purpose of this AGREEMENT, the PARTIES hereby establish a committee to be known as the Palouse Basin Aquifer Committee (PBAC).
- B. Membership: PBAC shall consist of a maximum of two (2) members representing each of the PARTIES. Each member shall serve at the pleasure of the PARTY that appoints that member. It is preferred that each PARTY have one (1) member with a technical background and another member who is in an administrative/leadership position with that PARTY.
- C. Duties of PBAC: PBAC shall:
1. Coordinate planning to assure a long-range supply of water to the PARTIES.
  2. Maintain and continue to update and expand the databases developed through previous studies and data acquisition efforts.
  3. Encourage conservation to promote the life of the Palouse Basin Aquifer.
  4. Investigate supplemental and/or alternate sources of water.
  5. Educate and advise the PARTIES on the quantity and quality of the public water supply within the Palouse Basin Aquifer.
  6. Act as liaison between the PARTIES on water resource concerns.
  7. Promote communication between the PARTIES, the Washington Department of Ecology, and the Idaho Department of Water Resources.
  8. Perform such other duties or functions as may be agreed to by the PARTIES in writing and made an addendum to this Agreement.
- D. Powers: PBAC shall have the power to:
1. Collect and disseminate statistics and other information.
  2. Allocate expenditures of funds contributed by the PARTIES.
  3. Designate one of the PARTIES as a depository for funds and for the administration of those funds.

4. Request that the PARTY designated pursuant to Section IV.D.3. employ an individual(s) to work on PBAC matters. Such personnel shall serve at the pleasure of and under the control of the employing PARTY and PBAC. Such personnel shall be subject to a Work Plan, approved by the employing PARTY and PBAC, which shall include the requirement of regular written progress reports to PBAC and which shall contain measurable criteria upon which job performance may be assessed. The complete salary, benefits, and necessary support, including office supplies and equipment, for any and all such personnel shall be paid by PBAC with the funds deposited pursuant to Section IV.D.3.
  5. PBAC may enter into legal and financial agreements, such as for research projects, and may purchase and hold personal property, if it is within the financial resources available to PBAC. If real property or an interest therein is to be acquired to support or facilitate a PBAC function or activity, the PARTIES shall determine how said real property or interest therein shall be acquired, held, and ultimately disposed. It is the intent of PBAC that an individual PARTY or combination of PARTIES shall hold said property or property interest. PBAC, per se, shall not hold real property.
  6. Apply for and administer grants.
  7. Work with the PARTIES in educating the public.
- E. Meetings, Officers, and Voting:
1. PBAC shall hold meetings as set forth in its Bylaws.
  2. PBAC shall elect officers as set forth in its Bylaws.
  3. Voting shall be by members or alternates as set forth in the Bylaws.
- F. Annual Report: PBAC shall publish a report of its activities on an annual basis.
- G. Bylaws: PBAC may adopt, amend, or repeal Bylaws, in whole or in part, which are consistent with the terms and conditions of this AGREEMENT, by a majority vote at any regular or special meeting of PBAC. A majority vote for the purposes of adopting, amending, or repealing the Bylaws means a majority of all members of PBAC with then-existing voting rights as detailed in Section V.D. and not merely a majority of a quorum as defined in the Bylaws.

## V. FINANCING

- A. Budget: Annually, PBAC shall establish a budget for the ensuing fiscal year (July 1st through June 30th of the following year), which budget shall be established in sufficient time to allow each PARTY to budget its contribution for the year. Any such approved budget shall not be exceeded without the express approval of PBAC.
- B. PARTY Contributions: Contributions are due July 1st of the fiscal year and are past due on February 1st of the same fiscal year.
- C. Funding: The funding contributions for administration and projects shall be as follows:
1. UI, WSU, MOSCOW, and PULLMAN shall each, as its contribution, pay ~~\$8,000~~\$20,000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have two (2) voting members pursuant to Section IV.B.
  2. LATAH, WHITMAN, and COLFAX and any subsequently admitted PARTY shall each, as its contribution, pay ~~\$2,000~~\$5,000 annually toward the operating budget of PBAC. For this contribution, said PARTIES shall each have one (1) voting member pursuant to Section IV.B. Any said PARTY that increases its contribution to ~~\$8,000~~\$20,000 shall have said voting membership increased to two (2) for the related fiscal year.
  3. The amounts established in Sections V.C.1 and V.C.2 may only be raised or lowered by a two-thirds (2/3) majority vote of all members with then-existing voting rights as detailed in Section V.D.
  4. Additional funding may be provided for any specific project according to the interests and benefits of each participating PARTY. Said funding shall be approved by each PARTY participating in said project.
- D. Voting Rights: Any PARTY past due in the payment of its contribution for the operating budget of PBAC, pursuant to Sections V.B., V.C.1, and V.C.2, shall be encouraged to continue participating in PBAC but shall lose voting rights, until such time as that PARTY pays said contribution for the current fiscal year. Payment of said contribution for previous fiscal years is not required as a condition of reestablishing voting rights. Loss of voting rights as provided herein shall be the sole consequence of a PARTY'S delinquency in or failure to pay its contribution for any fiscal year.

E. Dissolution and Disbursement of Funds and Property:

1. Any PARTY may automatically withdraw from PBAC by submitting to the remaining PARTIES a written statement setting forth its intent to withdraw at least sixty (60) days prior to the effective date of its withdrawal. If a PARTY withdraws, it shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of its withdrawal.

A withdrawing PARTY retains the right to share in the distribution of assets should PBAC be dissolved during the same fiscal year as the PARTY withdrew. A withdrawing PARTY waives any claim to receive a pro-rata share of surplus funds or distribution of personal property if PBAC is dissolved in a subsequent fiscal year.

2. PBAC shall be dissolved through a written agreement approved by a majority of the PARTIES or through the withdrawal of PARTIES to the extent that only three (3) PARTIES remain. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
3. Any surplus funds remaining at the time of dissolution shall be distributed to the PARTIES in proportion to the amount of money each PARTY contributed to the PBAC budget during the current fiscal year.
4. Any personal property remaining at the time of dissolution shall be equitably distributed among the PARTIES or, at the discretion of the PARTIES with then-existing voting rights, surplus with the proceeds distributed pursuant to Section V.E.3. Ownership of real property or property interest vested in a PARTY or PARTIES at the time of dissolution shall continue to be held by said PARTY or PARTIES.

## **VI. RECORDS MAINTENANCE**

PBAC shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the activities described herein. These records shall be subject to inspection, review or audit by personnel of all PARTIES, other personnel duly authorized by either party, Washington State's Office of the State Auditor, and other state and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and Washington State's Office of the State Auditor, other state and federal auditors authorized by law, and any persons duly authorized by the PARTIES shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one PARTY to this agreement to another PARTY, will remain the property of the furnishing PARTY, unless otherwise agreed. The receiving PARTY will not disclose or make available this material to any third parties without first giving notice to the furnishing PARTY and giving it a reasonable opportunity to respond, which shall be deemed to be five (5) working days from actual notice. Each PARTY will utilize reasonable security procedures and protections to assure that records and documents provided by the other PARTY are not erroneously disclosed to third parties. However, nothing herein shall affect the disclosure or availability of records or other information pursuant to the applicable provisions of the Washington and/or Idaho public records laws.

## **VII. RIGHTS IN DATA**

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PBAC. Each PARTY shall have the right to use such data. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs within licensing limitations, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VIII. LIABILITY**

Each PARTY to this AGREEMENT shall be responsible for its own acts and the acts of its officers, employees and agents. No PARTY to this AGREEMENT shall be responsible for the acts of others. For the purpose of this AGREEMENT, the officers, employees, or agents of each PARTY who are engaged in the performance of activities under this AGREEMENT will continue to be officers, employees, or agents of that PARTY and shall not be considered for any purpose to be officers, employees, or agents of any other PARTY. Each PARTY agrees to indemnify any other PARTY for any liability resulting from the actions of itself or its employees.

## **IX. DISPUTE RESOLUTION**

In the event that a dispute arises under this AGREEMENT, it shall be resolved in the following manner: Each PARTY to this AGREEMENT shall appoint a member to resolve the dispute. If necessary, the members so appointed shall jointly appoint an additional member to resolve the dispute so that at all times there shall be an uneven number of dispute resolvers. The dispute resolvers shall determine the process to use, evaluate the facts and contract terms, review applicable statutes, regulations and rules, and resolve/decide the dispute. The determination of the dispute resolvers shall be final and binding on the PARTIES. There shall be no cost to the PARTIES for this service. The PARTIES may enforce the decision, if necessary, in an applicable state court.

**X. EFFECTIVE DATE AND DURATION**

- A. Effective Date: This AGREEMENT shall be effective when the last signatory approves or ratifies and executes this AGREEMENT.
- B. Filing: Copies of this AGREEMENT shall be filed with the Pullman City Clerk, Whitman County Auditor, the Secretary of State of the state of Washington, the Moscow City Clerk, the Latah County Auditor, the Secretary of State of the state of Idaho, and the Colfax City Clerk prior to its entry into force.
- C. Duration: This AGREEMENT shall have a term of twenty (20) years from and after the effective date, unless PBAC is sooner dissolved as set forth in Section V.E.2.

**XI. ASSIGNMENT**

The activities to be provided under this Agreement, and any claim arising hereunder, are not assignable or delegable by any PARTY in whole or in part, without the express prior written consent of all other PARTIES, which consent shall not be unreasonably withheld.

**XII. WAIVER**

A failure by a PARTY to exercise its rights under this agreement shall not preclude that PARTY from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the PARTY and attached to the original Agreement.

**XIII. NOTICES**

All notices, demands, requests, or other communications required to be given or sent to the PARTIES under this Agreement will be in writing and will be mailed by first-class mail, postage prepaid, addressed as noted below, or transmitted by hand delivery, facsimile, or internet e-mail:

**CITY OF PULLMAN**  
Attn: Public Works Director  
325 SE Paradise Street  
Pullman, WA 99163

**CITY OF MOSCOW**  
Attn: Public Works Director/City Engineer  
P.O. Box 9203  
Moscow, ID 83843

**WHITMAN COUNTY**

Board of County Commissioners  
Whitman County  
404 North Main  
Colfax, WA 99111

**LATAH COUNTY**

Board of County Commissioners  
P.O. Box 8068  
Moscow, ID 83843

**UNIVERSITY OF IDAHO**

Assistant Director, Utilities &  
Engineering Facilities  
875 Perimeter Drive  
University of Idaho  
Moscow, ID 83844-2281

**WASHINGTON STATE UNIVERSITY**

Attn: Assistant Director; Architectural,  
Engineering, and Construction Services  
Facilities Operations  
P.O. Box 641150  
Pullman, WA 99164-1150

**CITY OF COLFAX**

Attn: City Administrator  
P.O. Box 229  
Colfax, WA 99111

Each PARTY may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid, or upon confirmation of successful facsimile or internet e-mail transmission.

**XIV. AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT**

- A. This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.
- B. If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.
- C. This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

**XV. SIGNATURES**

IN WITNESS WHEREOF, the undersigned parties to this AGREEMENT affirm that they have been granted the authority to sign this document on behalf of their respective entities.

**CITY OF PULLMAN**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

**CITY OF MOSCOW**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

**WHITMAN COUNTY**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LATAH COUNTY**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

**UNIVERSITY OF IDAHO**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

**WASHINGTON STATE UNIVERSITY**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

**CITY OF COLFAX**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_