

**RESOLUTION 2018-17**

**A RESOLUTION APPROVING AN "AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE LEWISTON-NEZ PERCE COUNTY AIRPORT AUTHORITY"**

**WHEREAS**, the City of Lewiston (City) and Nez Perce County (County) have jointly operated the Lewiston-Nez Perce County Airport (Airport) by contractual agreement since 2007;

**WHEREAS**, in 2010, the City and County entered into a joint powers agreement for the joint operation of the Airport (Airport JPA);

**WHEREAS**, in 2011, the City and County amended the Airport JPA to create a separate administrative entity to be known as the "Airport Authority" to manage and operate the Airport (Amended JPA); and

**WHEREAS**, given the length of time since the Amended JPA was last reviewed, State of Idaho statutory changes since 2011, and the now-irrelevant transitional language used in the Amended JPA, the City and County desire to amend and restate the Amended JPA.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:**

**SECTION 1:** The "Amended and Restated Joint Powers Agreement Establishing the Lewiston-Nez Perce County Airport Authority" is hereby approved. A copy of said agreement is attached hereto as Exhibit A and incorporated herein.

**SECTION 2:** The Mayor and City Clerk are hereby authorized to execute and attest, respectively, said agreement.

**SECTION 3:** Within thirty (30) days of the passage of this Resolution 2018-17, the City Council shall appoint two (2) members to the Airport Authority Board of Commissioners; one (1) to serve a two (2)-year term and one (1) to serve a three (3)-year term.

SECTION 4: This Resolution shall become effective upon its passage.

PASSED 23rd day of April 2018.



CITY OF LEWISTON

By: [Signature]  
Michael G. Collins, Mayor

ATTEST:  
[Signature]  
Kari J. Ravencroft, City Clerk

# EXHIBIT A

## AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE LEWISTON-NEZ PERCE COUNTY AIRPORT AUTHORITY

**THIS AMENDED AND RESTATED AGREEMENT** is made between NEZ PERCE COUNTY, a political subdivision of the State of Idaho, and the CITY OF LEWISTON, an Idaho municipal corporation located within the County.

**WHEREAS**, the County and the City entered into an agreement, dated March 26, 2007, for the joint operation of an airport known as the Lewiston-Nez Perce County Airport, which Airport is located within the City and County;

**WHEREAS**, the County and the City entered into a joint powers agreement, dated August 16, 2010, for the joint operation of the Lewiston-Nez Perce County Airport;

**WHEREAS**, in 2011, the County and the City determined that it was in the best interests of the County and the City and their inhabitants to create an Airport Authority to manage and operate the Airport and, thus, entered into an "Amended Joint Powers Agreement Establishing the Lewiston-Nez Perce County Airport Authority" ("Amended JPA"), dated February 7, 2011;

**WHEREAS**, the Airport is of critical importance to the economy of the County and the City;

**WHEREAS**, the County and the City seek the highest quality and safest airport possible;

**WHEREAS**, Idaho Code § 67-2328 expressly authorizes public entities to create a separate legal or administrative entity to exercise powers possessed by the public agencies creating such entity;

**WHEREAS**, the goals of the Airport Authority include achieving administrative efficiencies fiscal accountability that will result in the Airport becoming a financially self-sustaining entity, and reducing political conflicts regarding operation of the Airport;

**WHEREAS**, this Amended and Restated Joint Powers Agreement significantly changes the conditions and expectations of the Airport Authority Board of Commissioners from the previous Joint Powers Agreement and, thus, a new Board of Commissioners will be created under the terms of this Amended and Restated Joint Powers Agreement; and

**WHEREAS**, the County and the City now desire to amend and restate the Amended JPA.

**NOW, THEREFORE**; for and in consideration of the mutual covenants contained herein, the County and the City agree as follows:

**ARTICLE I**  
**DEFINITIONS, PURPOSE, AND AUTHORITY**

**Section 1.1: DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following definitions:

Airport means the Lewiston Nez-Perce County Airport, located in the City and County.

Airport Property means the real and personal property leased to or acquired by the Authority.

Agreement means this Amended and Restated Joint Powers Agreement and any duly approved amendments thereto.

Amended JPA means the "Amended Joint Powers Agreement Establishing the Lewiston-Nez Perce County Airport Authority," dated February 7, 2011, entered into between the County and the City.

Appointing Entity means the entity (i.e., County, City, or Authority) authorized to appoint members to the Board, as set forth in Section 3.2 of this Agreement.

Authority means the Lewiston-Nez Perce County Airport Authority created under Section 3.1 of this Agreement.

Board means the Board of Commissioners of the Authority created under Section 3.2 of this Agreement.

City means the City of Lewiston, Nez Perce County, Idaho.

City Property means the real and personal property owned by the City of Lewiston, as set forth in Exhibit A, attached hereto and incorporated herein.

Commercial means any aeronautical activity intended to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished.

County means Nez Perce County, Idaho.

Effective Date means the date of the last signature to this Agreement.

FAA means the Federal Aviation Administration of the U.S. Department of Transportation.

Master Plan means the Lewiston-Nez Perce County Airport Master Plan dated January 2016 and any amendments thereto, or its successor.

**Section 1.2: PURPOSE**

The purpose of this Agreement is to: (1) create an Authority for the management of Airport Property and daily operations of the Airport, and (2) implement the Airport Master Plan and amend the same as necessary or advisable.

**Section 1.3: AUTHORITY**

This Agreement is entered into under the authority of Idaho Code §§ 67-2326 through 67-2328 and § 21-401, *et seq.*

**ARTICLE II**  
**DURATION, AMENDMENT, AND TERMINATION**

**Section 2.1: DURATION**

This Agreement shall commence on the Effective Date and terminate only as provided herein.

**Section 2.2: AMENDMENT**

The County and the City may amend this Agreement at any time by written agreement between the County and the City, provided that no amendment shall violate or impair any then-existing contractual obligation relating to the Airport.

**Section 2.3: TERMINATION**

The County and the City, after giving written notice to the Authority, may terminate this Agreement by mutual written agreement between the County and the City at any time. In the event of such termination, any then-existing valid contractual obligations of the Authority shall become joint obligations of the County and City.

**ARTICLE III**  
**CREATION OF AIRPORT AUTHORITY**

**Section 3.1: AIRPORT AUTHORITY**

There is hereby created a separate administrative entity, pursuant to Idaho Code § 67-2328, to be known as the Lewiston-Nez Perce County Airport Authority. The Authority shall be a public entity of the State of Idaho with the powers set forth in this Agreement.

**Section 3.2: GOVERNING BOARD**

The Authority shall be governed by a board of commissioners consisting of five (5) members, to be appointed as follows: (a) two (2) Board members shall be appointed by the County, (b) two (2) Board members shall be appointed by the City, and (c) one (1) member shall be appointed by a majority vote of the four (4) other Board members.

No member of the Board shall be a current employee or member of a governing body of an Appointing Entity. Appointing Entities shall attempt to appoint members with experience in business or public organizations. Additionally, knowledge of engineering, maintenance, marketing, accounting, and/or aviation should be considered in the selection of Board members.

Board members shall be compensated at a salary of Three Hundred Dollars (\$300.00) per month and shall be reimbursed for their actual, documented expenses under such rules and procedures as the Board may establish.

Thirty (30) calendar days following the Effective Date of this Agreement, all members sitting on the Board as of the Effective Date of this Agreement shall be deemed removed from their positions as Board members. The County and the City shall appoint replacement Board members to take office immediately upon the removal of the former Board members.

### **Section 3.3: TERMS OF OFFICE**

Except as otherwise provided herein, Board members shall be appointed to staggered three (3)-year terms. Within thirty (30) calendar days following the Effective Date of this Agreement, the City and County shall each appoint two (2) members to the Board: one (1) member to a two (2)-year term and one (1) member to a three (3)-year term. The Board shall then appoint the fifth Board member to a three (3)-year term. Board members may serve a maximum of three (3) terms.

A Board member may be removed prior to the end of his or her term only by the Appointing Entity that appointed such Board member. If the Appointing Entity is the County or the City, then a two-third (2/3) vote is required to remove a Board member. If the Appointing Entity is the Authority, then a unanimous vote of the other Board members is required to remove a Board Member. Additionally, by a unanimous vote of the other Board members, the Board may recommend that the County or the City remove its Board member(s).

A Board member vacancy shall be filled by the Appointing Entity within ninety (90) days of the vacancy, and such newly-appointed Board member shall fill the unexpired term. An unexpired term shall count as a full term for purposes of determining the maximum amount of time such Board member may serve on the Board if the unexpired term is eighteen (18) months or longer.

### **Section 3.4: OFFICERS**

The Board shall designate one (1) of its members as Chairman, one (1) as Vice Chairman, and one (1) as Secretary. The Board shall appoint a Treasurer, who need not be a member of the Board. The Board may appoint other officers as it deems necessary. The bylaws of the Board shall specify: (a) how such officers are selected, (b) how such officers may be removed, and (c) the terms of office.

**Section 3.5: BYLAWS, MEETINGS**

The Board shall adopt bylaws for its own operation and shall establish such regular meeting dates (which shall not be less frequently than monthly) and times as it shall deem necessary. Any three (3) Board members shall constitute a quorum, and a majority of the quorum present shall be sufficient to take any action.

The Board and Treasurer shall comply with the Idaho Public Records Act (Idaho Code §§74-101, *et seq.*), Idaho Open Meetings Law (Idaho Code §§ 74-201, *et seq.*), Idaho Ethics in Government Act of 2015 (Idaho Code §§ 74-401, *et seq.*), Idaho Prohibition against Contracts with Officers Act (Idaho Code §§ 74-501, *et seq.*), and all other applicable laws, rules, and regulations, all as amended from time-to-time.

**ARTICLE IV**  
**POWERS AND DUTIES OF THE BOARD**

**Section 4.1: POWERS**

In addition to any other powers set forth in this Agreement, the Board shall have and may exercise the following powers in the name of the Authority:

1. To sue and be sued in its own name.
2. To adopt an official seal and alter the same at pleasure.
3. To authorize any action by motion, resolution, or other official action.
4. To promulgate and adopt all necessary rules and regulations for the management and control of Airport Property and operation of Airport activity including, but not limited to, landing and takeoff areas (including runways and landing strips for aircraft); taxiway areas for aircraft; passenger and cargo ramp areas and facilities; aircraft parking areas and facilities; facilities for the purpose of controlling or assisting landings, takeoffs, and other movements of aircraft using the Airport, including, without limitation, control towers, flood lights, landing lights, beacons, signals, radio aids, and other conveniences and aids to operation, navigation, or ground control of aircraft; automobile parking; Airport terminal; aircraft tie-downs and hangars; hours and days of operation; and all rules and regulations necessary for the safe, effective, and efficient operation of all Airport facilities.
5. To order, direct, superintend, and manage all repairs, alterations, and improvements.
6. To lease Airport Property, real and personal, from the County and the City.
7. To lease to other persons or entities real Airport Property by a lease not exceeding twenty-five (25) years. The Board shall not convey or dispose of real Airport Property except: (a) in accordance with this subsection, or (b) by written concurrence of the City, County, and FAA (if required).

8. To acquire, construct, or lease buildings, structures, facilities, and equipment as the Board may deem necessary to fulfill its duties.
9. To acquire by gift, purchase, or lease such personal property as the Board deems necessary in connection with the improvement, extension, enlargement, or operation of the Airport facilities.
10. To sell, convey, lease, or dispose of any personal property in accordance with the statutory requirements applicable to counties, upon such terms and conditions and for such consideration as the Board deems appropriate.
11. To enter into contracts and agreements as allowed by the Constitution, laws, and regulations of the State of Idaho, cooperative and otherwise, affecting the affairs of the Airport, with the FAA; the State of Idaho or any of its agencies or instrumentalities; any corporation, public or private; any person; any municipality; and any political or governmental subdivision, within or without the State of Idaho; and to cooperate with any one (1) or more of them in acquiring, constructing, operating, or maintaining the Airport. Copies of any and all such contracts and agreements shall be submitted in a timely manner to the City and the County.
12. To receive moneys and property from the County or the City; to receive gifts, grants, and donations of money or property from any person or entity; to expand or utilize the same for the purpose of the Authority; to deposit moneys in accordance with the public depository laws of the State of Idaho; and to invest moneys of the Authority in investments permitted under Idaho Code §§ 67-1210 and 67-1210A, as amended from time-to-time.
13. To borrow money and incur indebtedness, in compliance with the Idaho Constitution and applicable Federal and State laws and regulations, not exceeding the budgeted revenues and expenses for the then-current and preceding fiscal year of the Authority, and to evidence the same by notes, warrants, or other evidence of indebtedness.
14. To have the management, control, and supervision of all the business and affairs of the Airport, subject to the terms of this Agreement.
15. To hire an Airport manager and necessary employees, who shall serve at the pleasure of the Board. Compensation for the Airport manager shall be fixed annually by the Board during the normal budget process.
16. To retain and compensate agents, engineers, and consultants.
17. To retain or employ regular legal counsel and to retain such special legal counsel as may be deemed necessary.
18. To fix, periodically increase or decrease, and collect rates, fees, tolls, or charges for the use or availability of the facilities of the Airport.
19. To bring and defend all legal actions and lawsuits involving the interests of the Airport.



20. To insure Airport Property and to enter into contracts for insurance, including, but not limited to, liability insurance, property insurance, and other types of insurance; the limits of liability shall comply with those set forth in Exhibit C, attached hereto and incorporated herein.
21. To maintain and administer recordkeeping and management functions.
22. To exercise all or any part or combination of the powers set forth in this Agreement, and to do all things necessary or incidental to the proper operation of this Agreement.

**Section 4.2: LIMITATIONS ON POWER**

1. Nothing in the foregoing enumerations of powers shall be construed as authorizing the Board to create or to incur any indebtedness or liability exceeding the revenues of the Authority for any fiscal year, except as authorized by the Constitution, laws, and regulations of the State of Idaho.
2. The Board shall have no power to levy or cause to be levied any taxes or to require the County or the City to levy any taxes.
3. The operation of the Airport by the Board shall be subject to existing leases, rights, contracts, assurances, and privileges heretofore granted by the City and County.
4. The City and County, as applicable, shall lease to the Authority the real property identified in Exhibit B, attached hereto and incorporated herein. Such lease arrangements are not to exceed Ten Dollars (\$10) per year. The Authority shall not acquire or hold title to land except by lease from the County and/or the City. Any land hereafter acquired for Airport purposes shall, to the extent consistent with FAA regulations, be acquired by, and title thereto shall be held in the name of the County and the City jointly for the use and benefit of the Airport and leased to the Authority for Airport purposes. Upon termination of this Agreement, said lease or leases shall terminate.
5. Upon termination of this Agreement, title to all buildings, improvements, facilities, equipment, real property, and personal property for the use of the Airport shall vest jointly in the County and the City, except those buildings, improvements, facilities, equipment, real property, and personal property that are City Property, as specified in Exhibit A.
6. All Airport construction shall be subject to the zoning laws and building codes of the City.
7. In addition to the foregoing limitations, the Authority shall be bound and limited by the covenants and restrictions set forth in Article VI of this Agreement.

**Section 4.3: DUTIES**

In addition to any other duties set forth in this Agreement, the Board shall:

1. Retain legal counsel, which counsel shall, at a minimum, attend all meetings of the Board.
2. Receive training from legal counsel at least once each calendar year regarding the laws set forth in Idaho Code Title 74, "Transparent and Ethical Government," as well as any other laws, rules, or regulations requested by the Board or recommended by the Board's legal counsel.

**ARTICLE V**  
**FINANCE AND BUDGET**

**Section 5.1: ANNUAL BUDGET**

1. The fiscal year of the Authority shall commence on October 1 of each year and shall end on September 30 of the following year. The Board shall prepare a preliminary annual budget for each fiscal year, showing the anticipated revenues and expenditures, which budget shall be adopted as set forth hereinafter. The preliminary budget shall be submitted to the County and the City prior to May 15<sup>th</sup> of each year. Nothing herein shall be construed as obligating the County or the City to grant any revenue request or contribution. Any payments or contributions consented to by the City and the County will be paid quarterly, unless otherwise agreed.
2. On or before the first Monday in August, there shall be held at a time and place determined by the Board a meeting and public hearing upon the proposed budget of the Authority. Notice of the meeting and public hearing shall be published in a newspaper of general circulation in the County in one (1) issue thereof. The place, hour, and day of such hearing shall be specified in said notice, as well as the places where such budget may be examined prior to such hearing. A summary of such proposed budget shall be published with and as a part of the publication of such notice of hearing in substantially the form required in Idaho Code § 31-1604, as amended from time-to-time. On or before August 15 of each year, a budget for the Authority shall be approved by the Board.

**Section 5.2: AIRPORT FUNDS**

The Authority shall establish such fund or funds for the deposit and expenditure of Airport moneys as it deems necessary or appropriate, consistent with generally accepted municipal accounting practices, and shall provide for the manner of expenditure of funds. The Board shall require the annual audit of all Airport funds by an independent auditor and shall provide copies of each annual audit to the County and the City. All budgeting and expenditures shall be in compliance with state and federal laws and regulations.

**ARTICLE VI**  
**COVENANTS AND RESTRICTIONS**

The Authority shall comply with the following covenants and restrictions:

1. The Authority, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit C, attached hereto and incorporated herein. Provided, however, the Authority shall not maintain insurance for City Property, as specified in Exhibit A.
2. The Authority shall cooperate with the City and the County to insure that the zoning laws of each entity comply with the past and future FAA grant assurances and with requirements of any governmental entity that authorizes funding or grants to the Airport.
3. Prior to accepting any grants or awards that would affect or restrict land uses in and around the Airport, the Authority shall notify the County and the City of such possible restrictions and allow the County and the City to make written recommendations to the Board as to whether the County and the City support acceptance of such grant or award.
4. The Authority shall provide to the City and County a long-term capital improvement plan and all proposed changes to the Airport Master Plan prior to the submittal of the Airport Master Plan to the FAA.

**ARTICLE VII**  
**MISCELLANEOUS**

**Section 7.1: TERMINATION OF PRIOR AGREEMENTS**

This writing embodies the whole agreement of the County and the City. 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 County and the City are superseded by this Agreement.

**Section 7.2: ENFORCEMENT OF RULES AND REGULATIONS**

In addition to the Board's powers to enforce Airport rules and regulations by civil action, the City may, by ordinance, provide that the violation of any such rule or regulation shall be an infraction or a misdemeanor and may provide for the enforcement of the same.

**Section 7.3: EASEMENTS AND VACATIONS**

The City and County reserve the right and shall have the sole authority, as applicable, within the boundaries of the real property leased to the Authority, as set forth in Exhibit B, to: (a) establish public rights-of-way; (b) grant permanent easements; (c) vacate public rights-of-way, easements, and plats; and (d) accept dedications of land. The City shall have such authority over real property owned by the City; and the City and County shall have such joint authority over real property jointly owned by the City and County.

**Section 7.4: SEVERABILITY**

If any section of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, or if the FAA refuses to honor this Agreement or any portion thereof, then the County and the City may declare such section or portion of this Agreement as severed, and the remainder of this Agreement shall remain in full force and effect and shall be binding upon the County and the City. Alternatively, either the County or the City may terminate this Agreement within sixty (60) days of such judicial declaration by providing at least thirty (30) days' written notice to the other party.

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



DATED this 23rd day of April 2018.

CITY OF LEWISTON

By: \_\_\_\_\_

Michael G. Collins, Mayor

Kari J. Kaveleroff, City Clerk

DATED this 23rd day of April 2018.

Board of Commissioners  
NEZ PERCE COUNTY, IDAHO

Douglas W. Havens

Douglas W. Havens, Chairman  
Nez Perce County Commissioner

Douglas A. Lenner

Douglas A. Lenner, Member  
Nez Perce County Commissioner

**EXCUSED**

Robert H. Tippett, Member  
Nez Perce County Commissioner

ATTEST:

Patty O. Weeks  
Patty O. Weeks, Clerk

# **EXHIBIT A**

**CITY PROPERTY**

# Exhibit A-1



1 inch = 900 feet

THORN RD

BRIDEN AVE

61657

ISHIS

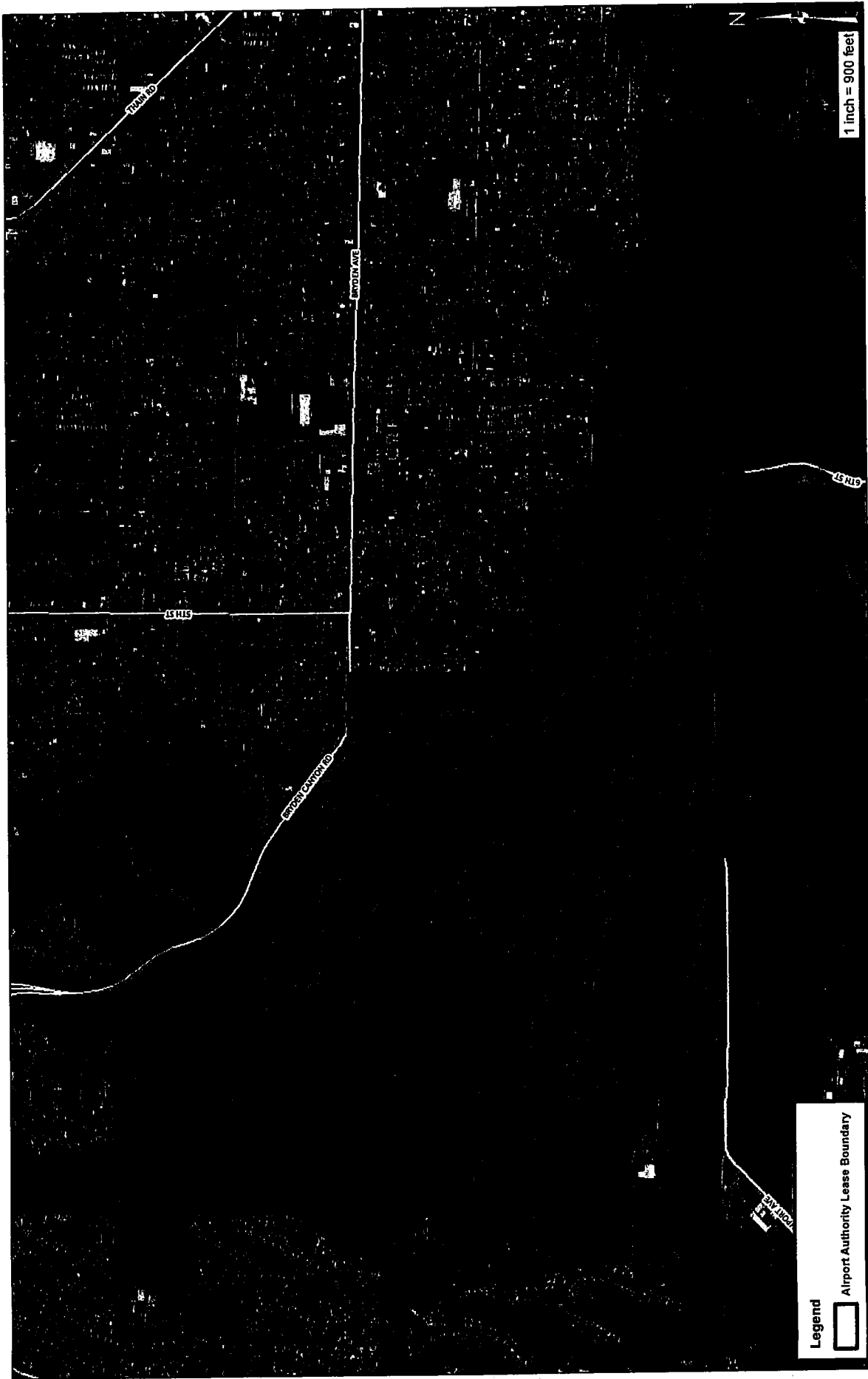
BRIDEN CANYON RD

SOUTHPOINT AVE

- Legend**
- Airport Authority Lease Boundary
  - Joint City and County Ownership
  - City Ownership
  - Aviation Easement Area

## Exhibit A-2

- 1) Bryden Canyon Public Golf Course, including, but not limited to, the club house and all structures thereon, all business property, and all parking lots
- 2) Water Well #6
- 3) City Fire Station #4
- 4) Airport Park buildings and lighting
- 5) Southwest Reservoir building and property
- 6) Other buildings that the City acquired or installed





# **EXHIBIT B**

**REAL PROPERTY LEASED TO  
AIRPORT AUTHORITY**

# **EXHIBIT C**

## **INSURANCE**

- A. The Airport Authority, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to the County and the City as soon as practicable after such insurance policies are procured. All certificates must be signed by an authorized representative of the Airport Authority's insurance carrier. Renewal certificates must be provided to the County and the City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates shall be mailed to:
- Accounts Payable  
City of Lewiston  
P.O. Box 617  
Lewiston, Idaho 83501
- and
- Clerk/Auditor  
Nez Perce County  
P.O. Box 896  
Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
  2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee
  3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:
 

General Aggregate:	\$10,000,000
Product/Completed Operations Aggregate:	\$10,000,000
Personal & Advertising Injury Liability Aggregate:	\$10,000,000
Per Occurrence:	\$10,000,000
Fire Damage – Any One Fire:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort

liability of another assumed in a contract). The County and the City and their elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this agreement.
  5. COMMERCIAL PROPERTY insurance at replacement value (real and personal). Property shall be insured for all perils as included in a standard "special causes of loss form" property insurance policy in an amount no less than one hundred percent (100%) of the replacement cost (including cost of demolition, increased costs to repair or rebuild, costs associated with zoning or land use ordinance or law, and cost of debris removal).
  6. MALPRACTICE AGGREGATE insurance with a limit of liability in the amount of \$10,000,000.
  7. MEDICAL EXPENSE insurance with a limit of liability for any one person in the amount of \$5,000.
  8. HANGARKEEPERS insurance with a limit of liability for any one occurrence in the amount of \$5,000,000.
  9. HANGARKEEPERS insurance with a limit of liability for any one aircraft in the amount of \$5,000,000.
  10. NON-OWNED AIRCRAFT LIABILITY insurance with a limit of liability for any one occurrence in the amount of \$1,000,000, but PASSENGER BODILY INJURY SUB-LIMIT for each person in the amount of \$250,000.
- E. The Worker's Compensation and Commercial General Liability insurance policies carried by the Airport Authority pursuant to this Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against the County and the City and their elected officials, agents, employees, successors and assigns. The Airport Authority shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- F. The Airport Authority shall keep these insurance policies in effect as long as this Agreement is in effect.

- G. The Airport Authority shall notify or require insurer to notify the County and the City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of the Airport Authority's policy.
- H. In addition to any other remedies that the County and the City may have if the Airport Authority fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the County and the City may:
  - 1. Obtain such insurance and withhold the amount of the premiums for such insurance from any payment(s) that become due to the Airport, or
  - 2. Terminate this Agreement.

Exercise of any of the above remedies is in addition to other remedies that the County and the City may have and is not the exclusive remedy for the Airport Authority's failure to maintain insurance or secure the appropriate endorsements.

- I. Nothing herein shall be construed as limiting, in any way, the extent to which the Airport Authority may be held responsible for payments of damages to persons or property from the Airport Authority's acts or omissions.

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