



**Lewiston City Council
SPECIAL MEETING AGENDA
October 24, 2024 - 4:00 PM
Bell Building – Second Floor Conference Room – 215 D Street
Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on agenda items or other items they wish to bring to the attention of the Council. Citizens are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, please limit your remarks to three minutes.

IV. ACTIVE AGENDA

- A. FY'25 SERVICES AGREEMENT - VALLEY VISION, INC.:** Considering approval of the Fiscal Year 2025 Services Agreement between the City of Lewiston and Valley Vision, Inc. - Action Item
- B. FY'25 SERVICES AGREEMENT - BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.:** Considering approval of the Fiscal Year 2025 Services Agreement between the City of Lewiston and the Boys and Girls Clubs of the Lewis Clark Valley, Inc. - Action Item
- C. FY'25 SERVICES AGREEMENT - LEWISTON CIVIC THEATER, INC.:** Considering approval of the Fiscal Year 2025 Services Agreement between the City of Lewiston and Lewiston Civic Theater, Inc. - Action Item
- D. FY'25 SERVICES AGREEMENT - BEAUTIFUL DOWNTOWN LEWISTON REVITALIZATION CORPORATION:** Considering approval of the Fiscal Year 2025 Services Agreement between the City of Lewiston and Beautiful Downtown Lewiston Revitalization Corporation - Action Item

V. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

- A. INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN CITY OF LEWISTON, ASOTIN COUNTY FIRE PROTECTION DISTRICT NO. 1, AND CITY OF ASOTIN:** Overview and discussion on the renewal of an intergovernmental cooperation

agreement for the provision of ambulance services to the Asotin County Fire Protection District No. 1 and the City of Asotin by the Lewiston Fire Department, including staffing, funding sources, and related information to inform decision-making for the next contract term

- B. PROPOSED MAIN STREET BOND:** Discussion on the proposed Main Street Bond, which will be presented to voters in the upcoming May or November election
- C. UNITED AIRLINES AIR SERVICE MINIMUM REVENUE GUARANTEE (MRG):** Discussion on the request from the Lewiston-Nez Perce County Airport Authority Board for a special meeting regarding United Airlines, Inc. request for a Minimum Revenue Guarantee (MRG) for the 2025 fiscal year

VI. UNFINISHED AND NEW BUSINESS

- A. CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. MAYOR COMMENTS**

VII. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

**SERVICES AGREEMENT BETWEEN
THE CITY OF LEWISTON AND VALLEY VISION, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Valley Vision, Inc., an Idaho nonprofit corporation located at 313 D Street, Suite 201, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the good government and welfare of the City and its trade, commerce, and industry;

WHEREAS, in order to unify economic development activities and allocate City resources judiciously, City desires Service Provider to perform economic development activities on City’s behalf that benefit the public, including assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to perform such economic development activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES AND METRICS: Service Provider shall perform the following (collectively referred to as the “Services”):

1. Implement a Business Attraction Program with prospective activities.
 - a. Determine best fit industries for the Lewis-Clark Valley.
 - b. Determine four (4) or more Markets/Regions from which to recruit businesses.
 - c. Under prospective activities, conduct ten (10) to twenty-four (24) qualified business visits beginning in June 2024, or soon thereafter, directed towards businesses in markets identified under subsections I.A.1.a. and I.A.1.b. above.
 - d. Conduct recruitment site tours with prospective businesses to the Lewis-Clark Valley.

Metrics:

- i. Travel to four (4) or more markets for a total of ten (10) to twenty-four (24) industry meetings set forth in Section I.A.1.c.
 - ii. All industry meetings shall be qualified leads, as determined by Service Provider.
2. Implement a business expansion and retention (BEAR) program to support existing industry businesses.
 - a. Utilize economic development industry questionnaire for the BEAR program interviews.
 - b. Utilize volunteers made up of corporation board members, elected officials, and other community leaders.
 - c. Conduct one-on-one meetings with existing Lewis-Clark Valley industries.
 - d. Record data collected from interviews into Synchronist Suite.
 - e. Perform follow-up activity that will be derived from interview data collected.

Metrics:

- i. Organize a BEAR interview team comprised of Service Provider board members, elected officials, and new Service Provider recruits.
- ii. Launch program in the Fall of 2023.
- iii. Meet with seven (7) primary sector businesses in the Lewis-Clark Valley.
- iv. Develop BEAR assistance from outcome/data collection from BEAR. Interviews shall be used to develop BEAR assistance program for Lewis-Clark Valley industries.

- v. Release findings from data gathered from BEAR interviews.
3. Implement economic development products to increase productivity.
- a. Upgrade Service Provider website to include economic development industry standards with better messaging to appeal to attraction of businesses.
 - b. Develop manufacturing center, which shall be industrial building construction options to aid in locating or expanding industrial businesses to the Region. Building options shall include a building location, financing, building specifications, and timeline for construction through ongoing research.
 - c. Develop Local and State incentive package offerings.

Metrics:

- i. Launch website ahead of industry meetings.
 - ii. Build program to develop manufacturing centers through ongoing research.
 - iii. Construction schedule to be determined.
4. Assist City with implementing applicable, long-term strategies identified in

City's Strategic Plan.

5. Service Provider shall not, in any case, use the funds provided by City for private purposes. Economic development activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 5, 2025. Additionally, Service Provider shall provide a written report to City by June 30, 2025 detailing how City funds were utilized for economic development activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. ASSISTANCE: City shall provide all reasonably requested assistance and information to Service Provider in order to allow Service Provider to provide the Services, including,

without limitation, any available marketing materials, data, and information that could assist in the performance of the Services; provided, however, that City shall not be required to provide assistance or information if doing so would violate any applicable laws or regulations.

B. PAYMENT: City agrees to pay Service Provider up to the total sum of _____ (\$_____). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All services funded by City shall be for public purposes only.

C. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2024 through September 30, 2025.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

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

Service Provider: Valley Vision, Inc.
President / CEO
313 D Street, Suite 201
Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.
2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

DATED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2024.

VALLEY VISION, INC.

By: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Valley Vision, Inc. and stated he or she has the authority to execute this instrument on behalf of Valley Vision, Inc., and did execute this instrument on behalf of Valley Vision, Inc.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as the Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

**SERVICES AGREEMENT BETWEEN
THE CITY OF LEWISTON AND VALLEY VISION, INC.**

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WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the good government and welfare of the City and its trade, commerce, and industry;

WHEREAS, in order to unify economic development activities and allocate City resources judiciously, City desires Service Provider to perform economic development activities on City’s behalf that benefit the public, including assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to perform such economic development activities on behalf of City.

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I.

DUTIES OF SERVICE PROVIDER

A. SERVICES AND METRICS: Service Provider shall perform the following (collectively referred to as the “Services”):

1. Implement a Business Attraction Program with prospective activities.
 - a. Determine best fit industries for the Lewis-Clark Valley.
 - b. Determine four (4) or more Markets/Regions from which to recruit businesses.
 - c. Under prospective activities, conduct ~~twelve (12)~~ ten (10) to twenty-four (24) qualified business visits beginning in June ~~2023~~ 2024, or soon thereafter, directed towards businesses in markets identified under subsections I.A.1.a. and I.A.1.b. above.
 - d. Conduct recruitment site tours with prospective businesses to the Lewis-Clark Valley.

Metrics:

- i. Travel to four (4) or more markets for a total of ~~twelve (12)~~ ten (10) to twenty-four (24) industry meetings set forth in Section I.A.1.c.
 - ii. All industry meetings shall be qualified leads, as determined by Service Provider.
2. Implement a business expansion and retention (BEAR) program to support existing industry businesses.
 - a. Utilize economic development industry questionnaire for the BEAR program interviews.
 - b. Utilize volunteers made up of corporation board members, elected officials, and other community leaders.
 - c. Conduct one-on-one meetings with existing Lewis-Clark Valley industries.
 - d. Record data collected from interviews into Synchronist Suite.
 - e. Perform follow-up activity that will be derived from interview data collected.

Metrics:

- i. Organize a BEAR interview team comprised of Service Provider board members, elected officials, and new Service Provider recruits.
- ii. Launch program in the Fall of 2023.
- iii. Meet with ~~twenty-one (21)~~ seven (7) primary sector businesses in the Lewis-Clark Valley.
- iv. Develop BEAR assistance from outcome/data collection from BEAR. Interviews shall be used to develop BEAR assistance program for Lewis-Clark Valley industries.

v. Release findings from data gathered from BEAR interviews.

3. Implement economic development products to increase productivity.
 - a. Upgrade Service Provider website to include economic development industry standards with better messaging to appeal to attraction of businesses.
 - b. Develop manufacturing center, which shall be industrial building construction options to aid in locating or expanding industrial businesses to the Region. Building options shall include a building location, financing, building specifications, and timeline for construction through ongoing research.
 - c. Develop Local and State incentive package offerings.

Metrics:

- i. Launch website ahead of industry meetings.
- ii. Build program to develop manufacturing centers ~~by July 2023~~ through ongoing research.
- iii. Construction schedule to be determined.

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4. Assist City with implementing applicable, long-term strategies identified in City's Strategic Plan.

5. Service Provider shall not, in any case, use the funds provided by City for private purposes. Economic development activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May ~~2, 2024~~ 5, 2025. Additionally, Service Provider shall provide a written report to City by June 30, ~~2024~~ 2025 detailing how City funds were utilized for economic development activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. ASSISTANCE: City shall provide all reasonably requested assistance and information to Service Provider in order to allow Service Provider to provide the Services, including,

without limitation, any available marketing materials, data, and information that could assist in the performance of the Services; provided, however, that City shall not be required to provide assistance or information if doing so would violate any applicable laws or regulations.

B. PAYMENT: City agrees to pay Service Provider up to the total sum of ~~Forty Thousand Dollars~~ _____ (\$ ~~40,000~~). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All services funded by City shall be for public purposes only.

C. DISBURSEMENT SCHEDULE: The total funding amount specified in this ~~Agreement~~ shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of ~~25%~~ of the total funding will be made upon ~~signing approval of this agreement~~;
2. A subsequent payment of ~~50%~~ ~~W~~ will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final ~~25%~~ of the total funding will be disbursed upon ~~completion~~ submission and approval of the written report referenced in Section I. C. of this ~~Agreement~~.

~~Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used appropriately in accordance with the terms of this Agreement.~~

III.

GENERAL PROVISIONS

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A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 202~~3~~⁴ through September 30, 202~~4~~⁵.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

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

Service Provider: Valley Vision, Inc.
~~Executive Director~~President / CEO
313 D Street, Suite 201
Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

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DATED this _____ day of _____ 202~~3~~⁴.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 202~~3~~⁴.

VALLEY VISION, INC.

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 202~~3~~⁴, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Valley Vision, Inc. and stated he or she has the authority to execute this instrument on behalf of Valley Vision, Inc., and did execute this instrument on behalf of Valley Vision, Inc.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of ~~Consultant~~Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as the Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

**SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND
BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Boys and Girls Clubs of the Lewis Clark Valley, Inc., an Idaho nonprofit corporation located at 1021 Burrell Avenue, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, pursuant to Idaho Code § 50-303, City is empowered to create, purchase, operate, and maintain recreation and cultural facilities and activities within or outside of City’s limits;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Boys & Girls Club of the Lewis Clark Valley and, thereby, provides recreational and cultural facilities and activities that benefit the public;

WHEREAS, in order to provide recreational and cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Boys & Girls Club of the Lewis Clark Valley, as well as assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to provide such cultural facilities and activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various recreational and cultural activities in which the eligible youth of the City of Lewiston may participate, including, but not limited to, soccer, basketball, flag football, and dance;
2. Allow all eligible youth from the City of Lewiston desiring to participate in such recreational and cultural activities to do so, regardless of ability to pay any fees or charges normally associated with such activities; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 5, 2025. Additionally, Service Provider shall provide a written report to City by June 30, 2025 detailing how City funds were utilized recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of _____ (\$_____). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2024 through September 30, 2025.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

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

Service Provider: Boys and Girls Clubs of the Lewis Clark Valley, Inc.
Executive Director
1021 Burrell Avenue

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider

is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

DATED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2024.

**BOYS AND GIRLS CLUBS OF THE LEWIS CLARK
VALLEY, INC.**

By: _____

Title: Executive Director

and

By: _____

Title: President

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared _____, known or identified to me as the Executive Director of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc.

Notary Public for the State of Idaho
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared _____, known or identified to me as the President of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

**SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND
BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Boys and Girls Clubs of the Lewis Clark Valley, Inc., an Idaho nonprofit corporation located at 1021 Burrell Avenue, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, pursuant to Idaho Code § 50-303, City is empowered to create, purchase, operate, and maintain recreation and cultural facilities and activities within or outside of City’s limits;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Boys & Girls Club of the Lewis Clark Valley and, thereby, provides recreational and cultural facilities and activities that benefit the public;

WHEREAS, in order to provide recreational and cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Boys & Girls Club of the Lewis Clark Valley, as well as assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to provide such cultural facilities and activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various recreational and cultural activities in which the eligible youth of the City of Lewiston may participate, including, but not limited to, soccer, basketball, flag football, and dance;
2. Allow all eligible youth from the City of Lewiston desiring to participate in such recreational and cultural activities to do so, regardless of ability to pay any fees or charges normally associated with such activities; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May ~~25~~, 202~~4~~⁵. Additionally, Service Provider shall provide a written report to City by June 30, 202~~4~~⁵ detailing how City funds were utilized recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.— Page 2 of 10

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of ~~Eighteen Thousand Dollars (\$18,000)~~. City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

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1. An initial payment of 25% of the total funding will be made upon signing approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon completion-submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used appropriately in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2023 through September 30, 2025.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

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

Service Provider: Boys and Girls Clubs of the Lewis Clark Valley, Inc.
Executive Director
1021 Burrell Avenue

Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE
GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire
or dispose of services, supplies, information technology, or construction, then,
pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider

is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

DATED this _____ day of _____ 202~~3~~4.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 202~~3~~4.

BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.

By: _____

Title: Executive Director

and

By: _____

Title: President

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 202~~3~~4, before me, a Notary Public, personally appeared _____, known or identified to me as the Executive Director of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc.

Notary Public for the State of Idaho

Commission Expires _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this ____ day of _____, 202~~3~~⁴, before me, a Notary Public, personally appeared _____, known or identified to me as the President of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of ~~Consultant~~ Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

**SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON
AND LEWISTON CIVIC THEATER, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Lewiston Civic Theater, Inc., an Idaho nonprofit corporation located at P.O. BOX 1697, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Lewiston Civic Theater and, thereby, provides cultural facilities and activities that benefit the public;

WHEREAS, in order to provide cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Lewiston Civic Theater, as well as assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to perform such cultural services and activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various community theatre productions and support of local events;
2. Organize youth programs and education; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 5, 2025. Additionally, Service Provider shall provide a written report to City by June 30, 2025 detailing how City funds were utilized for recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of _____ (\$_____). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2024 through September 30, 2025.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

City:	City of Lewiston City Clerk P.O. Box 617 Lewiston, Idaho 83501
-------	---

Service Provider:	Lewiston Civic Theater, Inc. Executive Director P.O. Box 1697
-------------------	---

Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider

is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

DATED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2024.

LEWISTON CIVIC THEATER, INC.

By: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Lewiston Civic Theater, Inc., and stated he or she has the authority to execute this instrument on behalf of Lewiston Civic Theater, Inc., and did execute this instrument on behalf of Lewiston Civic Theater, Inc.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

**SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON
AND LEWISTON CIVIC THEATER, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Lewiston Civic Theater, Inc., an Idaho nonprofit corporation located at ~~832 Main Street~~ P.O. BOX 1697, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Lewiston Civic Theater and, thereby, provides cultural facilities and activities that benefit the public;

WHEREAS, in order to provide cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Lewiston Civic Theater, as well as assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to perform such cultural services and activities on behalf of City.

NOW, THERFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Service Provider as follows:

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various community theatre productions and support of local events;
2. Organize youth programs and education; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 25, 2024⁴⁵. Additionally, Service Provider shall provide a written report to City by June 30, 2025⁴⁴ detailing how City funds were utilized for recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of Thirty Thousand Dollars (\$30,000). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

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1. An initial payment of 25% of the total funding will be made upon signing approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon completion submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used appropriately in accordance with the terms of this Agreement.

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III.

GENERAL PROVISIONS

A. **TERM AND RENEWAL:** The term of this Agreement shall be from October 1, 2023-2024 through September 30, 2024.

B. **TERMINATION:** City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. **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:

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

Service Provider: Lewiston Civic Theater, Inc.

Executive Director
P.O. Box 1697
Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then,

pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

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DATED this _____ day of _____ 202~~43~~⁴⁴.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 202~~34~~⁴⁴.

LEWISTON CIVIC THEATER, INC.

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 202~~34~~⁴⁴, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Lewiston Civic Theater, Inc., and stated he or she has the authority to execute this instrument on behalf of Lewiston Civic Theater, Inc., and did execute this instrument on behalf of Lewiston Civic Theater, Inc.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of ~~Consultant~~ Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND BEAUTIFUL DOWNTOWN LEWISTON REVITALIZATION CORPORATION

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Beautiful Downtown Lewiston Revitalization Corporation, an Idaho nonprofit corporation located at 528 Main Street, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the good government and welfare of the City and its trade, commerce, and industry;

WHEREAS, in order to unify economic development activities and allocate City resources judiciously, City desires Service Provider to perform economic development activities on City’s behalf that benefit the public, including assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to perform such economic development activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Provide economic revitalization leadership for downtown Lewiston;
2. Encourage private investment in downtown Lewiston through activities such as the Downtown Property Tours;
3. Support businesses in downtown Lewiston by coordinating community events located in downtown Lewiston, such as Ladies Day Out, Crazy Days, Artwalk, Plaid Friday, and Small Business Saturday;
4. Market downtown Lewiston through Service Provider's website; investment in tourism marketing; and general branding, including downtown swag line use and flag posts, if applicable approvals are obtained;
5. Organize family-friendly events located in downtown Lewiston, such as Pumpkin Palooza, Sound Downtown, and Hot August Hoops;
6. Act as a liaison between City and the private sector to coordinate mutually beneficial initiatives and resolve issues, as needed; and
7. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). Service Provider shall not, in any case, use the funds provided by City for private purposes. Economic development activities performed by Service Provider and funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 5, 2025. Additionally, Service Provider shall provide a written report to City by June 30, 2025

detailing how City funds were utilized for economic development activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents, or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents, or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

- A. PAYMENT: City agrees to pay Service Provider up to the total sum of _____ (\$_____). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider unless other arrangements are made. All Services funded by City shall be for public purposes only.
- B. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:
1. An initial payment of 25% of the total funding will be made upon approval of this agreement;
 2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
 3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

- A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2024 through September 30, 2025.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

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

Service Provider: Beautiful Downtown Lewiston
Executive Director
528 Main Street
Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.
2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

DATED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____

Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2024.

**BEAUTIFUL DOWNTOWN LEWISTON
REVITALIZATION CORPORATION**

By: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2024, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Beautiful Downtown Lewiston Revitalization Corporation and stated he or she has the authority to execute this instrument on behalf of Beautiful Downtown Lewiston Revitalization Corporation, and did execute this instrument on behalf of Beautiful Downtown Lewiston Revitalization Corporation.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as the Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.

**SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND
BEAUTIFUL DOWNTOWN LEWISTON REVITALIZATION CORPORATION**

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Beautiful Downtown Lewiston Revitalization Corporation, an Idaho nonprofit corporation located at ~~301-528~~ Main Street, ~~Suite 403~~, Lewiston, Idaho (“Service Provider”). City and Service Provider may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the good government and welfare of the City and its trade, commerce, and industry;

WHEREAS, in order to unify economic development activities and allocate City resources judiciously, City desires Service Provider to perform economic development activities on City’s behalf that benefit the public, including assisting with implementing applicable, long-term strategies identified in City’s Strategic Plan; and

WHEREAS, Service Provider desires to perform such economic development activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Provide economic revitalization leadership for downtown Lewiston;
2. Encourage private investment in downtown Lewiston ~~through: (i) activities~~ through activities such as the Downtown Property Tours, ~~and (ii) assisting businesses within the Downtown Lewiston Business Improvement District with available equipment and support for their own events;~~
3. Support businesses in downtown Lewiston by coordinating community events located in downtown Lewiston, such as Ladies Day Out, Crazy Days, Artwalk, Plaid Friday, and Small Business Saturday;
4. Market downtown Lewiston through Service Provider's website; investment in tourism marketing; and general branding, including downtown swag line use and flag posts, if applicable approvals are obtained;
5. Organize family-friendly events located in downtown Lewiston, such as Pumpkin Palooza, Sound Downtown, and Hot August Hoops;
6. Act as a liaison between City and the private sector to coordinate mutually beneficial initiatives and resolve issues, as needed; and
7. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). Service Provider shall not, in any case, use the funds provided by City for private purposes. Economic development activities performed by Service Provider and funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. BI-MONTHLY MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City

funds by May ~~2, 2024~~5, 2025. Additionally, Service Provider shall provide a written report to City by June 30, ~~2024-2025~~ detailing how City funds were utilized for economic development activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

E. EQUIPMENT AND SUPPLIES: Service Provider shall supply, at Service Provider's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents, or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents, or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II. DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of Thirty Thousand Dollars (\$ 30,000). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

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B. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% percentage of the total funding will be made upon signing approval of this agreement;
2. A subsequent payment of 50% wWill be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% percentage of the total funding will be disbursed upon completion submission and approval of the written report referenced in Section I. C. of this Agreement.

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Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used appropriately in accordance with the terms of this Agreement.

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III. GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 202~~4~~³ through September 30, 202~~5~~⁴.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. 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:

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

Service Provider: Beautiful Downtown Lewiston
Executive Director
~~301-528~~ Main Street, ~~Suite 103~~
Lewiston, Idaho 83501

D. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

E. 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.

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

G. USE OF CITY NAME: Service Provider shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

H. 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.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

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

Signature page to follow

DATED this _____ day of _____ 202~~4~~³.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 202~~3~~⁴.

**BEAUTIFUL DOWNTOWN LEWISTON
REVITALIZATION CORPORATION**

By: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this ____ day of _____ 202~~3~~⁴, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Beautiful Downtown Lewiston Revitalization Corporation and stated he or she has the authority to execute this instrument on behalf of Beautiful Downtown Lewiston Revitalization Corporation, and did execute this instrument on behalf of Beautiful Downtown Lewiston Revitalization Corporation.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

- A. Service Provider, 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. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of ~~Consultant~~Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
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:

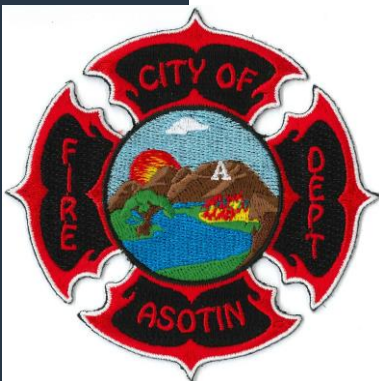
Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$1,000,000
Product/Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 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). City and its 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.

- E. Service Provider shall keep the insurance policy in effect as long as the Agreement is in effect.
- F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.
- G. Nothing herein shall be construed as limiting, in any way, the extent to which Service Provider may be held responsible for payments of damages to persons or property from Service Provider's, or its subcontractor's, performance of the work covered under this Agreement.



Asotin County Fire District, City of Asotin Partnership and Contract



CITY OF LEWISTON



The Mission:

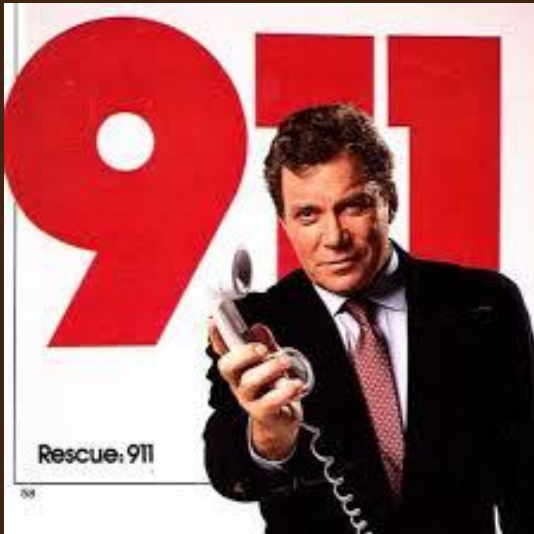
To respond to each call with courage,
conviction and compassion.



History – Advanced Life Support



- 1967 first pilot programs
- 1972 6 Medic Units (Miami, LA, Seattle)
- 1972 Flight for Life (Denver)
- 1977 Paramedics in every state

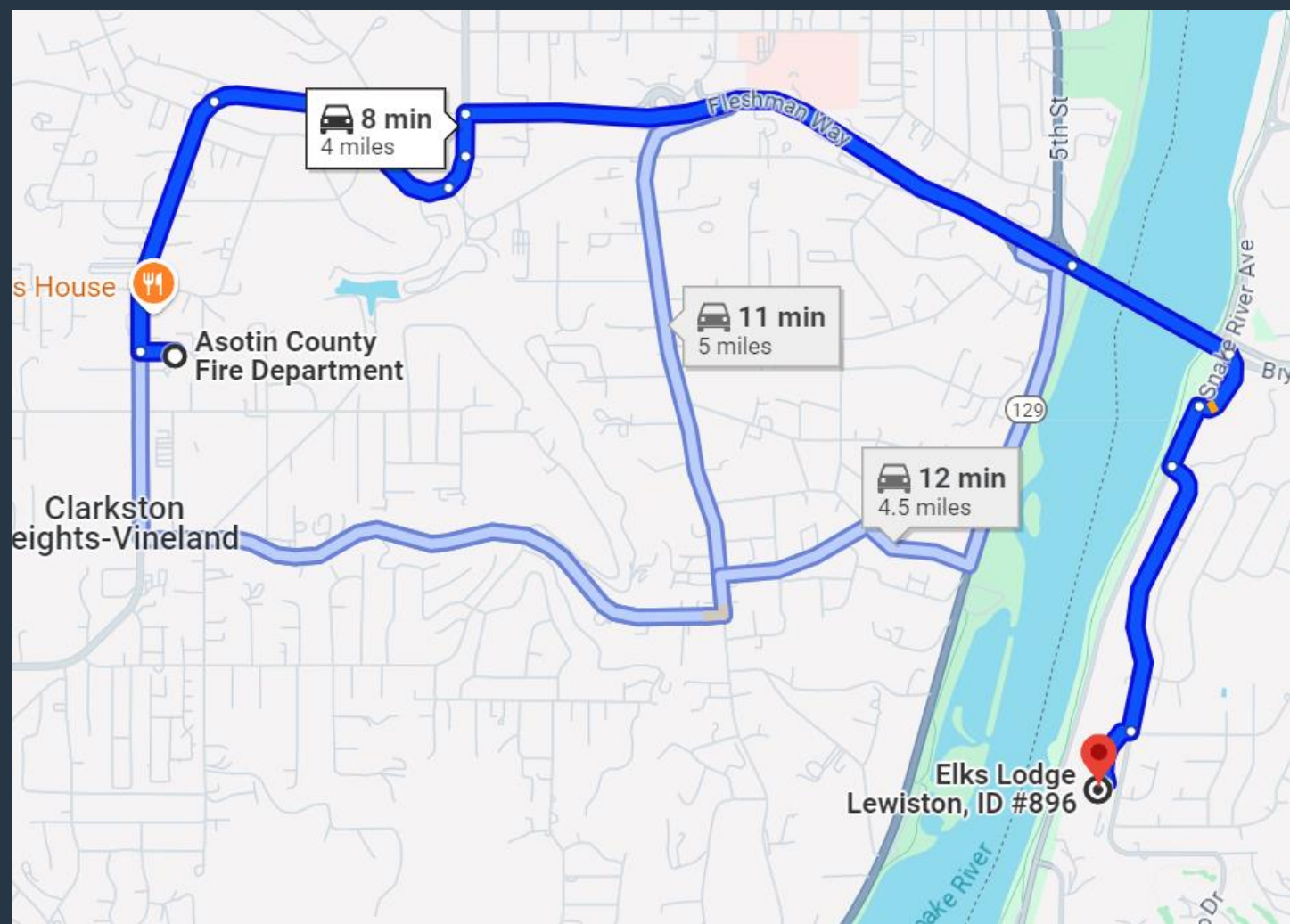
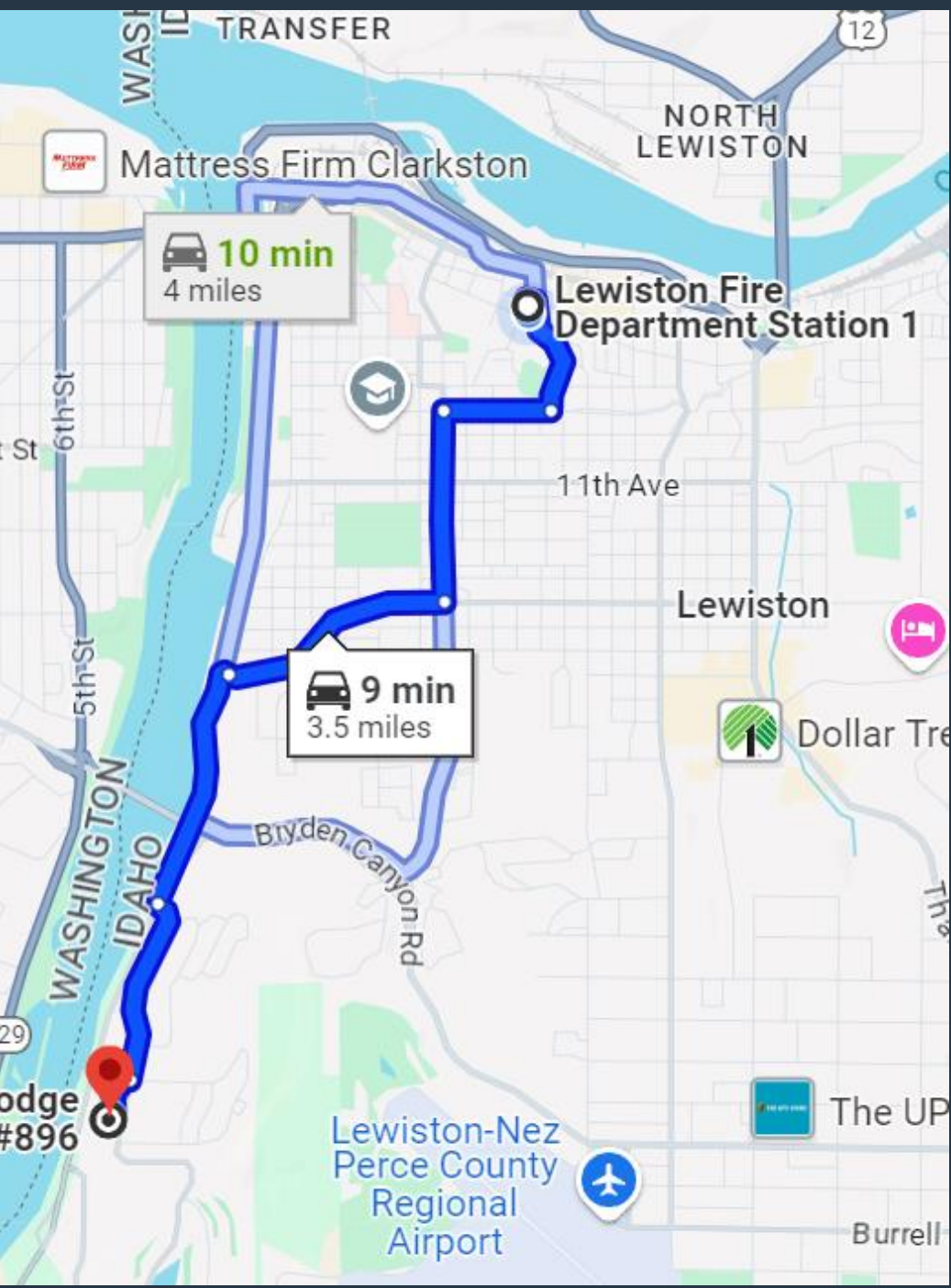


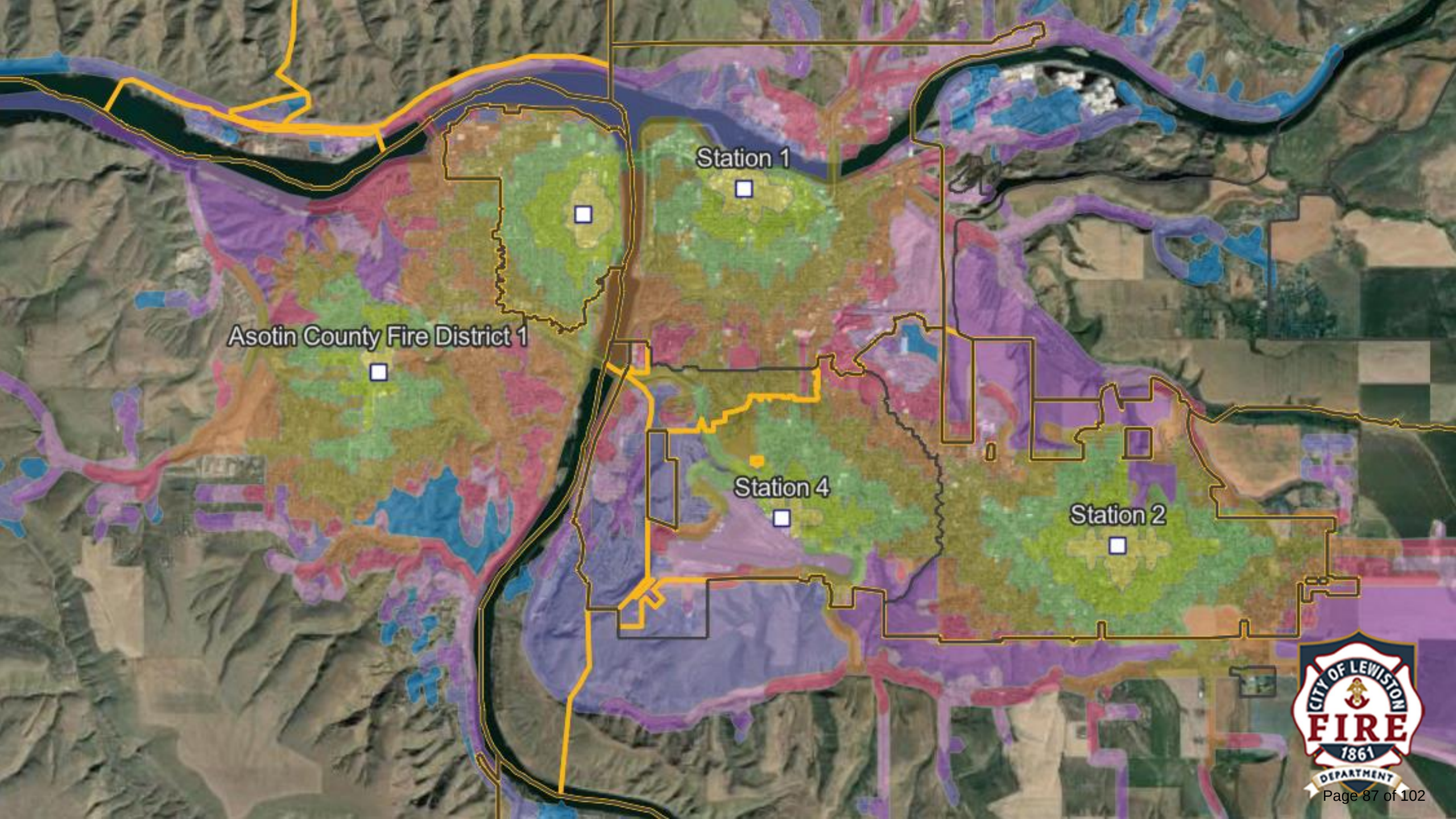


- 1961 Lewiston Ambulance Began
- 1993 First LFD PM Class
- 1995 Day ambulance - Begin
- 1996 Day ambulance - End
- 2002 M73 added at Station 1
- 2012 M73 moved to ACFD

History – ALS in the LC Valley







Asotin County Fire District 1

Station 1

Station 4

Station 2



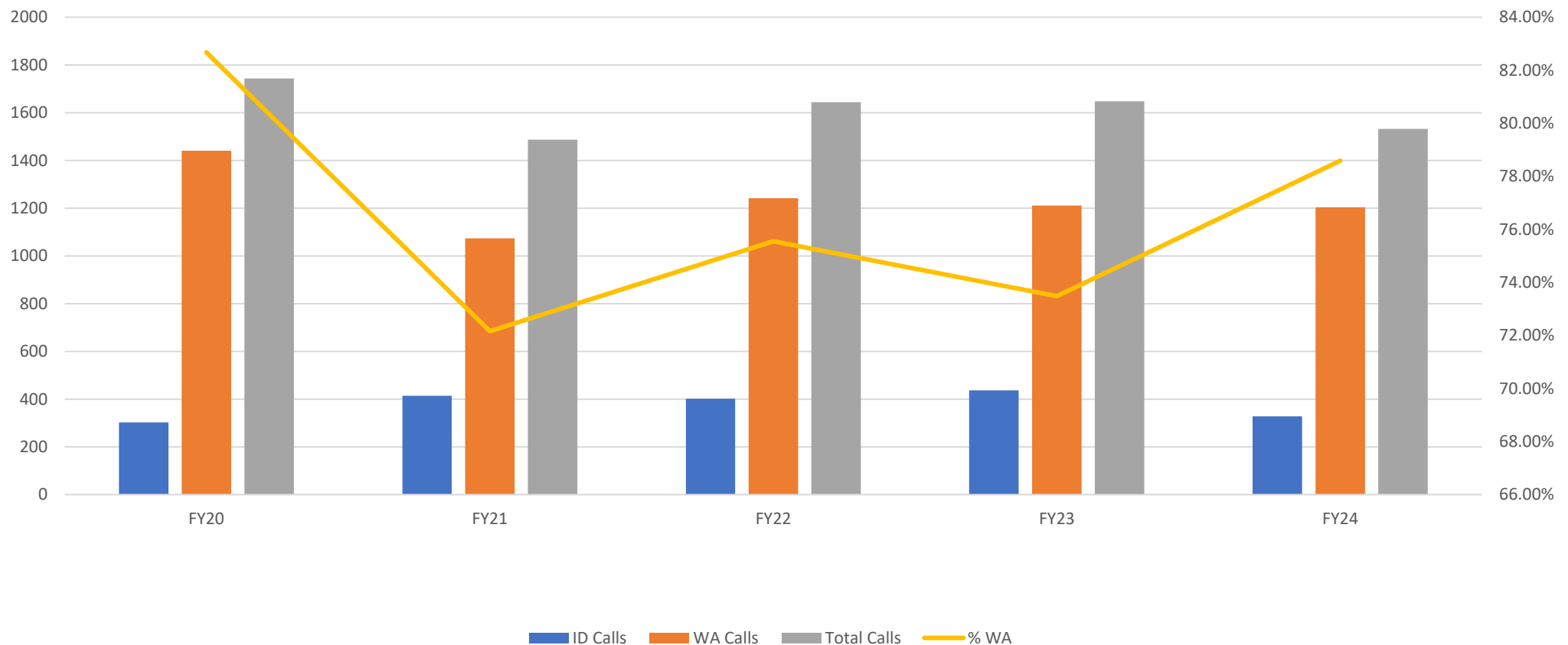
Current Status

- Only WA DOH ALS Trauma provider for Asotin County
- Contracts for Service
 - Asotin County
 - Asotin County Fire District (City of Asotin)
 - Nez Perce County
 - Whitman County



Call Volume

Medic 73 Geographic Call Breakdown



Financials

- \$400,000 annual payment from ACFD (\$370,000 / \$30,000)
- FY24 Transport Revenue \$150,000
- FY24 GEMT Revenue \$80,000
- Total Revenue* \$630,000
- Total projected† FY Expenses \$800,000
- All facility costs are paid by ACFD
- 78.75% of costs are covered by WA revenue.
- 78.59% of M73 calls are in WA.

* Not inclusive of Asotin County contract

† FY 24 hasn't officially closed

Discussion and Direction





Thank you







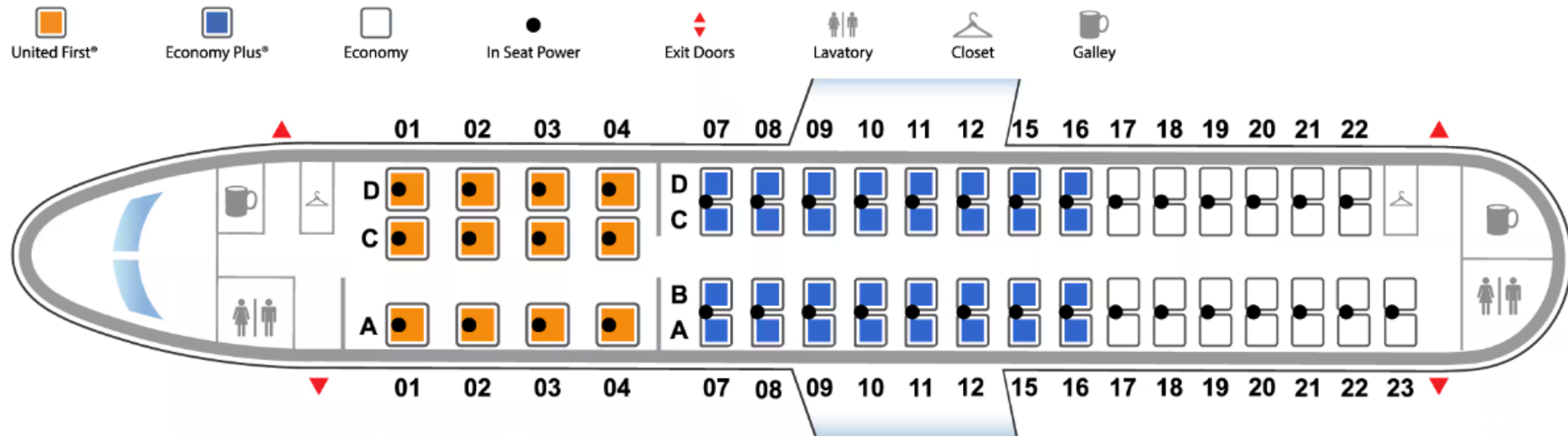
MRG



- Oct. 1, 2024 – Sep. 30, 2025
- 70 to 76 Seat E-175 Jet Service to Denver
- Early Morning Departure, Night Arrival
- \$4.9M



Embraer E-175

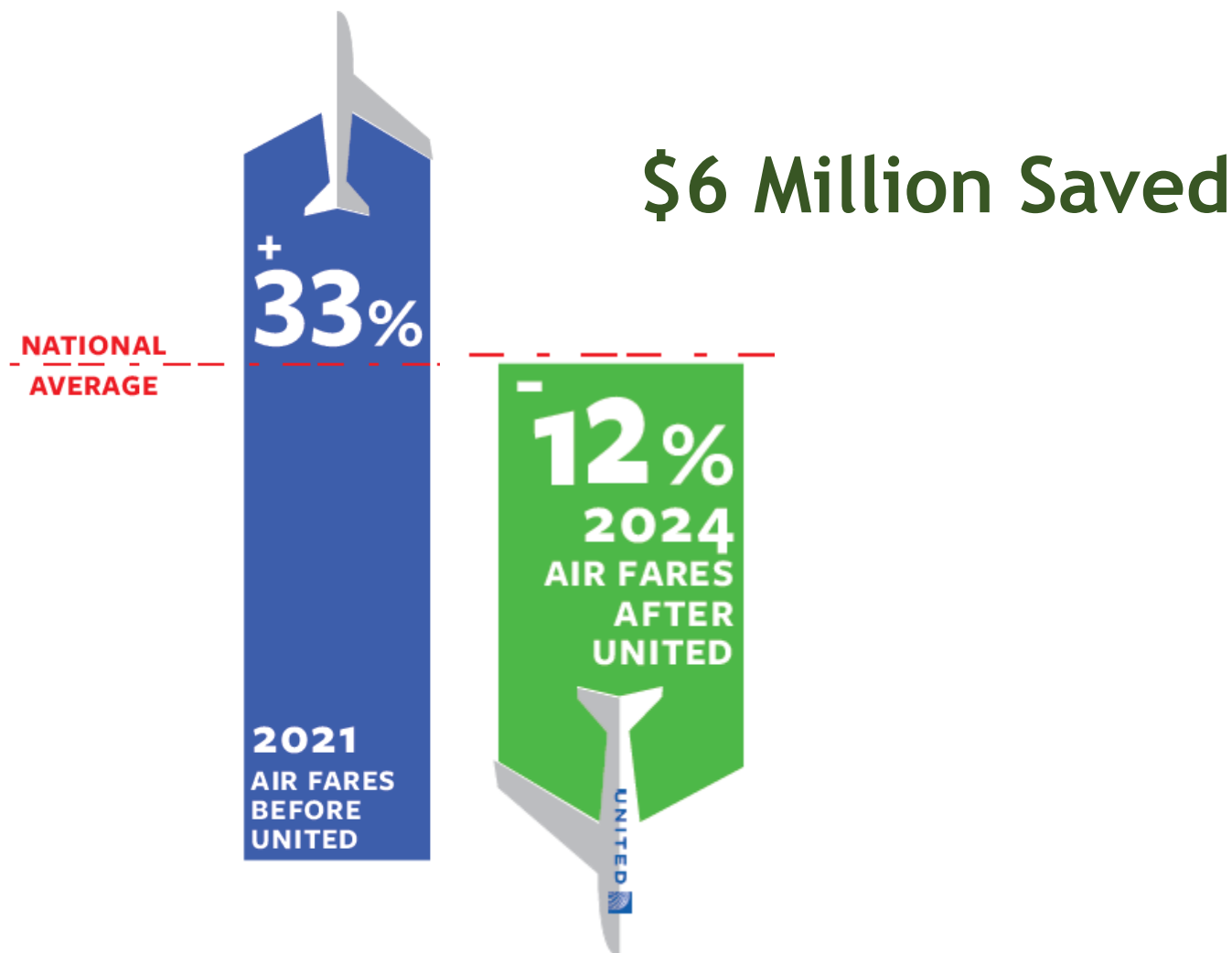


What's at Stake?

- Less Connections

Summary of Lewiston (LWS) Service United at Denver (DEN); Delta at Salt Lake City (SLC) and Seattle (SEA) Analysis for Schedule Week of September 1, 2024		
	Destinations	Daily Flights
United at DEN	165	473
Delta at SLC	88	205
Delta at SEA	55	140
Combined (Unique)	308 (176)	818

High Ticket Prices



How to Be Subsidy Free?

- Competition Levels Off
 - Added capacity of SEA
- More Travelers shift back from GEG and PUW
- Additional Frequencies
 - 4th flight creates 102,000 seats per year

No Sponsor Budget Subsidies

- FY 22 \$1,250,000
- FY 23 \$900,000
- FY 25 \$820,000
- **\$2,970,000**
- Savings to Sponsors



Capital Improvements

- \$27,300,000
- Past 5 years
 - Runway
 - Taxiways
 - Aprons
 - Hangar Area
 - Airfield lights
 - Equipment
- Terminal Construction
- \$7 to 13M Matching Funds
- \$33M to 69M Total



Return on Investment = \$60M



EXECUTIVE SUMMARY

The analysis found that the WYDOT ASEP continues to have a strong positive impact on the economies of regions surrounding participating airports.

The \$60.5 million invested in the 81 ASEP routes evaluated over the 17-year period have:

- Produced a direct economic output of nearly \$808 million for an average ROI of 12.36 for every dollar invested. That equates to over \$13 of economic output for every \$1 invested by the state and local communities.
- Supported over 9,500 jobs on and off airport.
- Produced over 451,000 incremental¹ visitors to the state with total incremental visitor spending of over \$583 million.
- Driven incremental state tax revenues of over \$55.8 million.

American, Delta, and United have collectively dropped 59 airports since the pandemic — see the full list

Taylor Rains Sep 12, 2022, 6:50 AM



- American Airlines, Delta Air Lines, and United Airlines have exited 59 airports since the start of the pandemic.
- Regional markets have suffered in recent years due to increasing operating costs and the pilot shortage.
- Many of the dropped airports are part of the Essential Air Service program and are now served by a new airline.

American Airlines 	DELTA 	UNITED 
Oakland, CA	Fort Smith, AR	Texarkana, AR
New Haven, CT	Santa Barbara, CA	Flagstaff, AZ
Dubuque, IA	Durango, CO	Santa Rosa, CA
Sioux City, IA	Grand Junction, CO	Stockton, CA
Duluth, MN	Peoria, IL	Alamosa, CO
Meridian, MI	Flint, MI	Destin, FL
Hattiesburg, MI	Lincoln, NE	Tallahassee, FL
Joplin, MO	Manchester, NH	Twin Falls, ID
Islip, NY	Stewart, NY	Evansville, IN
Stewart, NY	New Bern, NC	Paduca, KY
Toledo, OH	Akron, OH	Alexandria, KY
Williamsport, PA	Scranton, PA	Monroe, LA
Cheyenne, WY	Erie, PA	Lansing, MI
		Rochester, MN
		Columbia, MI
		Ft. Leonard Wood, MI
		Ogden, UT
		Plattsburgh, NY
		Pierre, SD
		Watertown, SD
		Abilene, TX
		College Station, TX
		Killeen, TX
		San Angelo, TX
		Shenandoah, VA
		Clarksburg, WV
		Lewisburg, WV
		Everett, WA
		Eau Claire, WI
		Mosinee, WI
		LEWISTON-NEZ PERCE COUNTY?