

**WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2024-02**

[Concerning Amendment of Agreement Between Spokane International Airport and West Plains Airport Area Public Development Authority Regarding Sewer Capacity Improvements]

WHEREAS, on or about May 31, 2023, and pursuant to Request for Proposal P5001 and Resolution 2022-0813, Spokane County and S3R3 entered into AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (DBA S3R3 SOLUTIONS) IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CONRONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD, which provided for the reimbursement of certain funds used for the construction of certain public improvements, including, but not limited to, certain sewer improvements (the “Reimbursement Agreement”); and

WHEREAS, on or about July 8, 2024 S3R3 and Spokane County amended the Reimbursement Agreement in order to (i) modify the budget detail contained in Exhibit B thereof to properly reflect the actual expenses of the contract, (ii) make updates to Section 11.3 in the Compensation/Reimbursement/Invoicing Procedures Section, and (iii) add a new Section 48 (Reporting Requirements); and

WHEREAS, on or about April 11, 2024, the Parties entered into AGREEMENT BETWEEN SPOKANE INTERNATIAL AIRPORT AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHOIRTY REGARDING SEWER CAPACITY IMPROVEMENT (the “Agreement”) to allow for the Airport to be reimbursed for work done on certain sewer improvements by monies received by S3R3 from Spokane County through the Reimbursement Agreement; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the terms and conditions of the Reimbursement Agreement; and

WHEREAS, pursuant to Section 3.6 and Section 6.6 of the corporate bylaws, the affirmative vote of a majority of the board members present is required to amend existing contracts and agreements; and

BE IT THEREFORE RESOLVED, that the Board of Directors finds it desirable for the efficient and effective governance of the Corporation’s affairs to approve and adopt the amendments to the Agreement as shown on the attached **Exhibit A**; and

BE IT FURTHER RESOLVED, that the officers of the Corporation and the staff are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing; and

BE IT FURTHER RESOLVED, any actions of the Board of Directors or staff of the West Plains Airport Area Public Development Authority prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of Directors of the West Plains Airport Area Public Development Authority on the 14th day of November, 2024.

WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY


BOARD CHAIR

SECRETARY'S CERTIFICATE

I, the undersigned, Secretary of the West Plains Airport Area Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the Corporation at a meeting of the Board of Directors duly called and held on the 14th day of November, 2024, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the Corporation's minute book.

DATED this 12th day of December, 2024.


SECRETARY

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated into this First Amendment by this reference.
2. Restatement and Incorporation of Agreement. The Agreement described in the Recitals above is incorporated by reference into this First Amendment as though written in full and shall, except as otherwise specifically modified herein, remain in full force and effect.
3. Amendments.
 - a. The second recital is amended to read: “up to \$1,000,000 of the allocation is to be used for construction of Sewer Capacity Improvements near Craig Road and Thorpe Avenue (“Project”); and”
 - b. Section 2(C) is hereby amended to read: “SIA understands and agrees that S3R3’s obligation to provide payment under this Agreement is conditioned upon S3R3’s receipt of said funds from Spokane County pursuant to the terms and conditions of the Reimbursement Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference. SIA agrees to cooperate fully with S3R3 in providing information for reimbursement as required by Spokane County under the terms and conditions of the ~~ARP/SLRFR Project funding~~ Reimbursement Agreement.”
 - c. A new Section 2(D) is hereby created and shall state: “To be reimbursed under the terms of this Agreement and the Reimbursement Agreement, all funds must be committed by December 31, 2024 and expended by December 31, 2026.”
4. Further Acts and Documents. The Parties shall execute any and all further documents, instruments, and other conveyances and agreements, and shall do all acts which may be necessary or appropriate to fully implement the provisions of this First Amendment.
5. Construction.
 - (a) In the event of any conflict, inconsistency or ambiguity between the terms of the Agreement, the Reimbursement Agreement and this First Amendment; the terms of this First Amendment shall govern and control.
 - (b) Any terms that are capitalized in this First Amendment but not defined in this First Amendment that are capitalized and defined in the Agreement shall have the same meaning for purposes of this First Amendment as they have for purposes of the Agreement.
 - (c) The descriptive headings in this First Amendment are for convenience only and will not control or affect the meaning or construction of any provision of this First Amendment.
6. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date set forth above.

EXHIBIT A

FIRST AMENDMENT OF AGREEMENT BETWEEN SPOKANE INTERNATIONAL AIRPORT AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY REGARDING SEWER CAPACITY IMPROVEMENTS

This FIRST AMENDMENT OF AGREEMENT BETWEEN SPOKANE INTERNATIONAL AIRPORT AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY REGARDING SEWER CAPACITY IMPROVEMENT (this “First Amendment”) is entered into this _____ day of _____, 2024 (the “Effective Date”) by and between SPOKANE INTERNATIONAL AIRPORT, created pursuant to the provisions of RCW 14.08.200 as a joint operation of the City and County of Spokane (as “Airport”) and WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (d/b/a S3R3 SOLUTIONS) (as “S3R3”), a municipal corporation created pursuant to RCW 35.21.730 - .755, who are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on or about May 31, 2023, and pursuant to Request for Proposal P5001 and Resolution 2022-0813, Spokane County and S3R3 entered into AGREEMENT NO. 22ARP1182 BETWEEN SPOKANE COUNTY AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (DBA S3R3 SOLUTIONS) IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CONROAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD, which provided for the reimbursement of certain funds used for the construction of certain public improvements, including, but not limited to, certain sewer improvements (the “Reimbursement Agreement”); and

WHEREAS, on or about July 8, 2024 S3R3 and Spokane County amended the Reimbursement Agreement in order to (i) modify the budget detail contained in Exhibit B thereof to properly reflect the actual expenses of the contract, (ii) make updates to Section 11.3 in the Compensation/Reimbursement/Invoicing Procedures Section, and (iii) add a new Section 48 (Reporting Requirements); and

WHEREAS, on or about April 11, 2024, the Parties entered into AGREEMENT BETWEEN SPOKANE INTERNATIONAL AIRPORT AND WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY REGARDING SEWER CAPACITY IMPROVEMENT (the “Agreement”) to allow for the Airport to be reimbursed for work done on certain sewer improvements by monies received by S3R3 from Spokane County through the Reimbursement Agreement; and

WHEREAS, the Parties desire to amend the Agreement to incorporate the terms and conditions of the Reimbursement Agreement; and

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, as well as the mutual promises and conditions set forth herein, the Parties do mutually agree to amended the Agreement as follows:

SPOKANE INTERNATIONAL AIRPORT

By: _____
Larry Krauter, CEO

**WEST PLAINS AIRPORT AREA PUBLIC
DEVELOPMENT AUTHORITY**

By: _____
Chris Pengra, Executive Director

