

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT**

**THIS AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT** made and entered into by and among SPOKANE TRIBE OF INDIANS, a federally recognized Indian Tribe (the “Tribe”), the CITY OF AIRWAY HEIGHTS, a non-charter code city of the State of Washington (“City”), and SPOKANE COUNTY, a county of the State of Washington (“County”) (the “Parties”).

**RECITALS:**

**WHEREAS**, The Tribe owns approximately 145 acres of real property (“Property”) adjacent to the City that is suitable for development beyond its present use for the benefit of the Tribe and the surrounding community.

**WHEREAS**, The Parties desire to provide for the annexation of the Property to the City.

**WHEREAS**, The Parties executed an agreement entitled “Intergovernmental Agreement” wherein they set forth certain terms and conditions with regard to their respective obligations to annex and/or develop the Property in the best interests of the public.

**WHEREAS**, The Parties desire to modify that agreement entitled “Intergovernmental Agreement” to address certain provisions therein.

**NOW THEREFORE** for and in consideration of the mutual promises set forth hereinafter, the Parties hereto do mutually agree that the agreement entered into among the Parties entitled “Intergovernmental Agreement” be and is hereby modified as follows:

(Underlined language added, lined out language deleted.)

- 4.1** The Tribe shall prepare a Master Plan for the Property that shall set forth the proposed uses on the Property. The Master Plan shall comply with the County’s Airport Overlay Zone (chapter 14.702) and any similar applicable City regulation. In the event of an inconsistency between the County’s and City’s regulations, the more restrictive shall control.
- 5.0.1** Purpose of Payment. In exchange for the Annual Payment described below, the City shall provide the Property with the same services that it provides to properties of similar density, use, and location, except for sewer and water services described in paragraph 2, including, but not limited to, police, fire, emergency, court, operations and maintenance for public streets services, and any public safety related actions referenced herein. In exchange for its share of the Annual Payment described below, the County shall, when the City receives a written Agreement from the United States agreeing to Annexation of the Property, continue to provide the Property with the same general county regional services it provides provided to the Property Properties of similar density, use and location prior to the Annexation.

6.2.6 Subsequent to receipt by the City of Consent by the United States to Annexation of the Property, and prior to annexation of the Property, the County shall, with the exception of water and sewer services as addressed in this Agreement, provide the services it provides to other properties in the unincorporated area of Spokane County, essential governmental services to the Property, including, but not limited to, police, fire, emergency, court, operations and maintenance of public streets services, and any public safety related actions referenced herein.

BE IT FURTHER AGREED by the Parties hereto, that but for those changes set forth herein, all other terms, conditions and provisions of that agreement entered into between the Parties entitled "Intergovernmental Agreement" shall remain in full force and effect without any change or modification whatsoever.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year opposite their respective signature block.

DATED: Aug 26, 2010

SPOKANE TRIBE OF INDIANS  
By: [Signature]  
Its: Chairman Spokane Tribe of Indians  
(Title)

DATED: 08/17/2010

CITY OF AIRWAY HEIGHTS  
By: [Signature]  
Its: Deputy City Manager  
(Title)



DATED: 8/17/2010

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON  
[Signature]  
MARK RICHARD, Chair

ATTEST:  
[Signature]  
Daniela Erickson  
Clerk of the Board

[Signature]  
BONNIE MAGER, Vice Chair  
[Signature] "NAY"  
TODD MIELKE, Commissioner