

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SPOKANE TRIBE OF INDIANS
AND CITY OF AIRWAY HEIGHTS
FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into this 24th day of October, 2006, by and between the Spokane Tribe of Indians, a federally recognized Indian Tribe ("Tribe"), and the City of Airway Heights, a Washington State non-charter code city ("City"), jointly referred to as "Parties".

I. RECITALS

1.1 The Tribe owns approximately 145 acres of real property ("Property"), fully described in Exhibit A affixed hereto, in the County of Spokane ("County") and adjacent to the City, that is suitable for development beyond its present use for the benefit of the Tribe and the surrounding community.

1.2 The Property is held in trust by the federal government for the Tribe, and the Tribe is in process of annexing the Property into the City, which annexation process is anticipated to be completed within 90 days.

1.3 The Property is located within the geographical boundaries of Fire District No. 10.

1.4 The Tribe intends to construct buildings and operate commercial facilities, and wishes to obtain interim fire protection and emergency medical services for the Property from the City.

1.5 The Fire District does not object to the City providing the services described herein.

1.6 The Tribe has completed construction of a fueling station and convenience store ("Station") on the Property and presently occupies the Station.

1.7 The Tribe is not contemplating construction and completion of any commercial facilities, other than the Station, before completion of the annexation process.

1.8 The City has the capability of providing the needed services to the Property.

1.9 The Parties enter into this Intergovernmental Agreement to extend fire protection and emergency medical services to the Property.

II. AGREEMENT

Now, therefore, the Tribe and the City agree as follows:

2.1 Services. The City shall furnish fire protection and emergency medical services to the Property upon the same terms and levels of service which are provided to other persons and properties within the City.

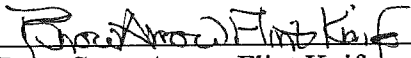
2.2 Consideration. The consideration for this Agreement is the Tribe's intent and good faith in proceeding to annex to the City, as well as the other terms and conditions of this Agreement.

2.3 Hold Harmless/Indemnification. In consideration of the terms and conditions contained herein, the Tribe, its agents, employees, contractors and lessees, hereby release the City, its agents, officers, employees and volunteers from all actions, claims, or damages which the Tribe may have against the City for any personal injury or property damage which may occur as a result of the services provided.

The Tribe shall indemnify and hold the City, its officers, employees, agents and volunteers, harmless from and against any and all claims, demands, orders, decrees, or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party, or its agents, employees or volunteers, in the performance of this Agreement.


2.4 Term. This agreement is effective on the day and year first written above and may be terminated upon ninety (90) days written notice from the City.

APPROVED AS TO FORM:



Rory SnowArrow Flint Knife
General Legal Counsel
Office of the Spokane Tribal Attorney

SPOKANE TRIBE OF INDIANS



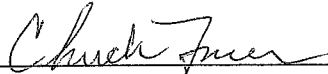
Chairman

ATTEST:



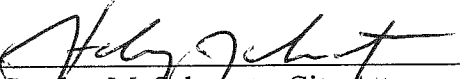
Richard G. Cook, Clerk/Treasurer

CITY OF AIRWAY HEIGHTS



Chuck Freeman, City Manager

APPROVED AS TO FORM:



Stanley M. Schwartz, City Attorney