

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COWLITZ INDIAN TRIBE
AND THE CITY OF LA CENTER**

This Intergovernmental Agreement (Agreement) is entered into on this 10th day of April, 2024, pursuant to Revised Code of Washington Chapter 39.34, the Interlocal Cooperation Act, by and between the COWLITZ INDIAN TRIBE, a federally recognized Indian Tribe ("Tribe"), whose principal place of business is located at 1055 9th Avenue Suite B Longview, Washington 98632, and the CITY OF LA CENTER ("City"), a Washington municipality, with its principal place of business located at 210 East 4th Street, La Center, WA 98629. The Tribe and City shall be collectively referred to in this Agreement as the "Parties."

RECITALS

The Parties have entered into this Agreement in light of the following facts:

- A. The Tribe is a federally recognized Indian Tribe organized under a written Constitution.
- B. The Tribe is the beneficial owner of the Cowlitz Indian Reservation (Reservation), which comprises approximately 156 acres of land located in Clark County, Washington. Title to the Reservation is owned by the United States of America in trust for the benefit of the Tribe.
- C. The Tribe is the owner of ilani Casino Resort on Reservation land adjacent to the City.
- D. The City is a municipality located in Clark County Washington.
- E. The Tribe owns and may come to own fee lands within the City of La Center which it would like to have placed into trust.
- F. The City is supportive of the Tribe having lands placed into trust as contemplated herein.
- G. On the 3rd day of March, 2016 the Parties entered into an Intergovernmental Agreement ("the 2016 Agreement") to address and mitigate impacts arising from the Tribe's development of a casino and resort on its Reservation, including road and sewer improvements, as well as restrictions on placing certain lands into trust.
- H. Construction of the road and sewer improvements required in the 2016 Agreement have been completed.
- I. The Parties now wish to update and replace the 2016 Agreement with this new Agreement which maintains the prior and ongoing obligations of the Parties, amends the restriction regarding trust lands, and provides for additional mitigation payments to the City.

AGREEMENT

In consideration of the above-recited facts and the mutual promises contained herein, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein.
2. New Agreement. The Parties agree that this Agreement shall replace and rescind the 2016 Agreement.
3. Property Owned or Subsequently Acquired by the Tribe East of I-5.
 - a. Definition: As shown on Exhibit A, the "Agreement Area" refers to tax lots or parcels of land within the incorporated limits of the City located within:
 - i. The southwest quarter of section 4, township 4N, range 1E of the Willamette Meridian located within Clark County, Washington, and
 - ii. The northwest quarter of section 9, township 4N, range 1E of the Willamette Meridian located within Clark County, Washington, and
 - iii. The southwest quarter of section 9, township 4N, range 1E of the Willamette Meridian located within Clark County, Washington.
 - b. Tax lots or parcels of land annexed by the City after the date of this Agreement shall become included in the Agreement Area and all terms and conditions of this Agreement shall become binding thereon except for those tax lots or parcels of land for which application for trust status was made by the Tribe prior to the City's annexation.
 - c. The Tribe agrees to not seek trust status for any tax lot or parcel of land within the incorporated limits of the City unless located within the Agreement Area, not to exceed 75% of the total land area within the Agreement Area.
 - d. The Tribe agrees to provide mitigation payments in lieu of taxes as provided in Section 4 for any parcels of land taken into trust status within the Agreement Area pursuant to this Agreement.
 - e. The Parties understand that lands acquired by the Tribe and subsequently held in trust under this Agreement may be developed by the Tribe or its assigns. If the Tribe develops trust land in the Agreement Area in a manner consistent with commercial land uses and activities, the Tribe agrees to pay mitigation payments, in lieu of taxes to the City, from sales generated from commercial activity occurring on those lands (as provided in Section 4). If the Tribe develops trust land in the Agreement Area for non-commercial activity, the Parties agree to negotiate in good faith to determine a mitigation payment for those non-commercial trust lands.
 - f. The Parties agree to work in good faith to provide utilities services and other infrastructure necessary for the development of parcels of land taken into Trust by the Tribe, and for the provision of utilities services and other infrastructure to surrounding areas adjacent to such parcels of land not subject to Trust status in a manner consistent with the City's Capital Facilities Plans.
 - g. Upon execution of this Agreement the City agrees to affirm in writing its support for the trust applications for the parcels known as "3B" and "Fudge," and

withdraw its prior comments on the Tribe's trust applications. The City further agrees to support any future fee-to-trust application submitted for parcels within the Agreement Area, as specified herein.

4. Sales Tax Mitigation payments. For all parcels of land taken into trust status within the Agreement Area, the Tribe agrees to make payments to the City equal to: five-tenths of one percent of retail sales by businesses subject to the Washington State Sales Tax, and one percent of retail sales by businesses subject to the Tribal Sales Tax. The Tribe will provide the City an annual audit of Tribal Sales Taxes collected on all parcels of land taken into trust status within the Agreement Area. The audit will be performed by a mutually agreed upon third party auditor at the Tribe's expense. For purposes of this Agreement, Washington State Sales Tax means the tax imposed by R.C.W. 82.08, and the Tribal Sales Tax means the tax imposed by Tribal Ordinance #17-02.
5. Signalization. The Tribe agrees to reimburse the City for all reasonable costs to design, permit, construct and install a traffic signal or roundabout at the intersection of NW La Center and Paradise Park Roads up to an amount not to exceed \$650,000 plus inflation (measured by the West Region Consumer Price Index) calculated from the effective date of this Agreement until installation of the signal or roundabout or until June 30th, 2026, whichever occurs sooner (the "Reimbursement Amount"). The Tribe agrees to reimburse the City up to 50% of costs for planning, design, engineering, and permitting upon completion of the 90% design up to a limit of 50% of the Reimbursement Amount. The Tribe agrees to pay the remaining balance of the Reimbursement Amount upon completion of construction. The City and the Tribe agree to collaborate on applying for state and federal funding that may be available to assist with the installation and construction of the signal or roundabout.
6. Landscaping, Lighting and Signage.
 - a. The Tribe agrees to maintain in perpetuity all landscaping installed as part of the Improvements in an area from and including the easternmost La Center Road and Paradise Park Road Intersection through the I-5 La Center Road Southbound Ramp Terminal roundabout to and including the entrance to the Reservation, as shown in Exhibit B attached hereto and made a part hereof by this reference. Notwithstanding the foregoing, the City in its sole discretion may elect to perform maintenance of those portions of the Landscape Area within City limits. The Tribe agrees to reimburse the City on an annual basis for the cost of such maintenance performed by the City.
 - b. The Tribe agrees to maintain in perpetuity all lighting installed as part of the Improvements in an area from and including the easternmost La Center Road and Paradise Park Road Intersection through the I-5 La Center Road Southbound Ramp Terminal roundabout to and including the entrance to the Reservation, as shown in Exhibit B attached hereto and made a part hereof by this reference.
7. Pavement. The Tribe agrees to maintain in perpetuity pavement and striping from a point just east of the new intersection of realigned Paradise Park Road westerly to the entrance of the Reservation. The Tribe agrees to maintain the I-5/La Center Road Southbound

Ramp terminal roundabout that is constructed as part of the Improvements to and including the entrance to the Tribe's Facility. All such work is subject to City review and determination of consistency with applicable requirements. Prior to hiring a contractor to complete road maintenance, the Tribe agrees to consult with the City regarding selection of a contractor. Notwithstanding the Tribe's agreement to maintain in perpetuity the pavement described herein, the City in its sole discretion may elect to perform maintenance of those portions of the pavement within City limits. The Tribe agrees to reimburse the City on an annual basis for the cost of such maintenance performed by the City.

8. Arts and Education Fund Payments. Nothing in this agreement shall preclude La Center from applying for and receiving funding from the Tribe's Arts and Education fund in accordance with the Tribe's Environment, Public Health and Safety (EPHS) Ordinance.
9. Enforcement of Agreement. To enforce the provisions of this Agreement, either Party may bring an action in the Superior Court for Clark County, Washington after providing a 30-day written notice and opportunity to cure any alleged breach of this Agreement. The Parties expressly waive any exhaustion of administrative remedies for purposes of bringing an action under this Agreement. Such enforcement action is subject to the limited waiver of sovereign immunity in Section 11 of this Agreement. In the event of any such enforcement action, the losing party agrees to pay the prevailing party's reasonable costs of the enforcement action, including reasonable attorney and expert witness fees.
10. No Third-Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement. The rights and obligations set forth in this agreement extend only to the Parties, and no other person, agency, or entity shall derive any rights or bear any obligations as a result of this Agreement, including the right to enforce any provision hereof.
11. Limited Waiver of Sovereign Immunity. The Tribe hereby grants a limited waiver of its sovereign immunity for itself and any instrumentality of the Tribe and consents to suit against it by the City for the limited purpose of enforcing the obligations of the Tribe as set forth in this Agreement. This Limited Waiver of Sovereign Immunity is only for the benefit of the Parties to this Agreement and shall not be construed as extending to any other individuals, governmental entities or third parties. By this Limited Waiver of Sovereign Immunity, the Tribe expressly consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County for purposes of enforcing the terms of this Agreement.
12. Liability Insurance. During the term of this Agreement, the Tribe and the City agree to each maintain and keep in effect a policy of liability insurance for injuries to persons and property in an amount of no less than One Million Dollars (\$1,000,000) per occurrence. Written proof of such insurance shall be provided by each Party to the other Party once each calendar year. Notwithstanding any other provisions in this Agreement to the

contrary, nothing in this Agreement shall require either party to waive its immunity from suit or sovereignty except to enforce this Agreement pursuant to Section 11.

13. Notices. Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing as set out in Section 17, and (a) delivered personally; or (b) sent by certified mail, postage prepaid, return receipt requested and addressed to the appropriate party at its address set forth in Section 17, or such other addresses as a party may specify to the other in a notice given pursuant to this Section; or (c) or by e-mail to the address stated in Section 17 with an original to follow by First Class mail. Notice shall not be considered effective until received by the party to whom such notice was sent pursuant to this Agreement.
14. Construction. To the extent state law applies, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The descriptive headings of the sections of this Agreement are for convenience only and are not to be used in the construction of the contents of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement.
15. Term. This Agreement shall become effective on the date set forth above and shall remain in full force and effect in perpetuity unless terminated by a written document executed by the duly authorized representatives of the Tribe and the City, with the prior approval of the Tribal Council and the City Council respectively.
16. Amendment or Modification. This Agreement may be amended or modified only in a further written document executed by the duly authorized representatives of the Tribe and the City, with the prior approval of the Tribal Council and City Council respectively.
17. Notice. Unless notified in writing otherwise, the Parties shall use the following addresses, phone numbers, and e-mail addresses to provide notification under this Agreement:

For the Tribe: Cowlitz Indian Tribe
 P.O. Box 996
 Ridgefield WA 98642

For the City: City of La Center
 210 E 4th St
 La Center, WA 98629
18. Authorization. The Tribe warrants that Patty Kinswa-Gaiser, Chairwoman of the Cowlitz Tribal Council, has been authorized by an appropriate resolution to execute this Agreement on behalf of the Tribe. The City warrants that Thomas Strobehn, Mayor of the City of La Center, has been authorized by appropriate action of the La Center City Council to execute this Agreement on behalf of the City.

Executed and delivered as of the date first written above.

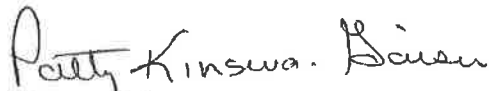
CITY OF LA CENTER

By: 


Thomas Strobehn
Mayor, City of La Center

4/24/24

COWLITZ INDIAN TRIBE

By: 

Patty Kinswa-Gaiser
Chairwoman, Cowlitz Indian Tribe

Approved As To Form: 
Bronson Potter 4/24/24
City Attorney

INDEX TO EXHIBITS

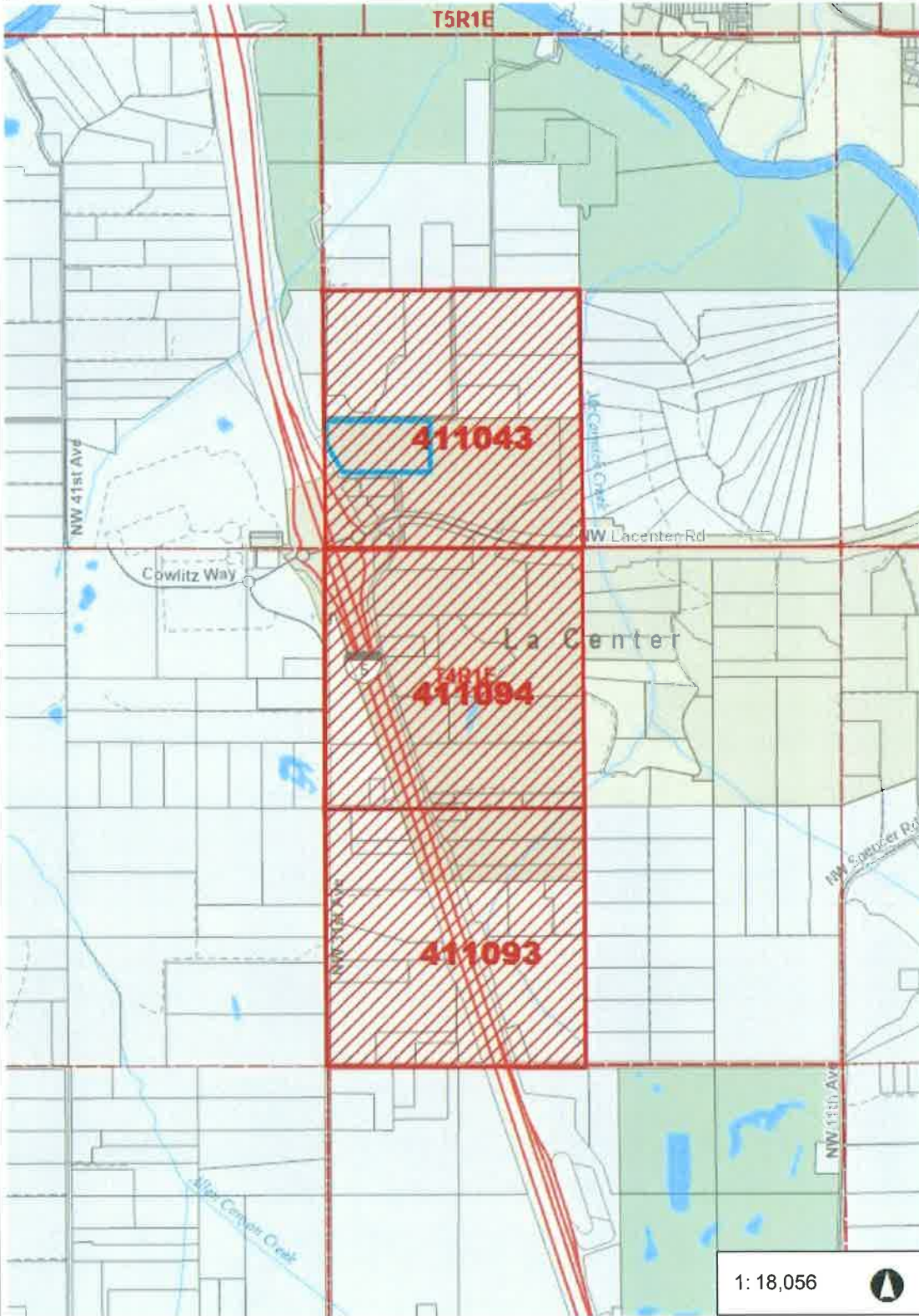
EXHIBIT A: Map of Clark County Township T4R1E, quarter sections 411043, 411093, and 411094

EXHIBIT B: Landscape Maintenance Area

EXHIBIT A



T4R1E 411043, 411094, 411093



Legend

- Taxlots
- Township
- Sections

Notes:

1: 18,056

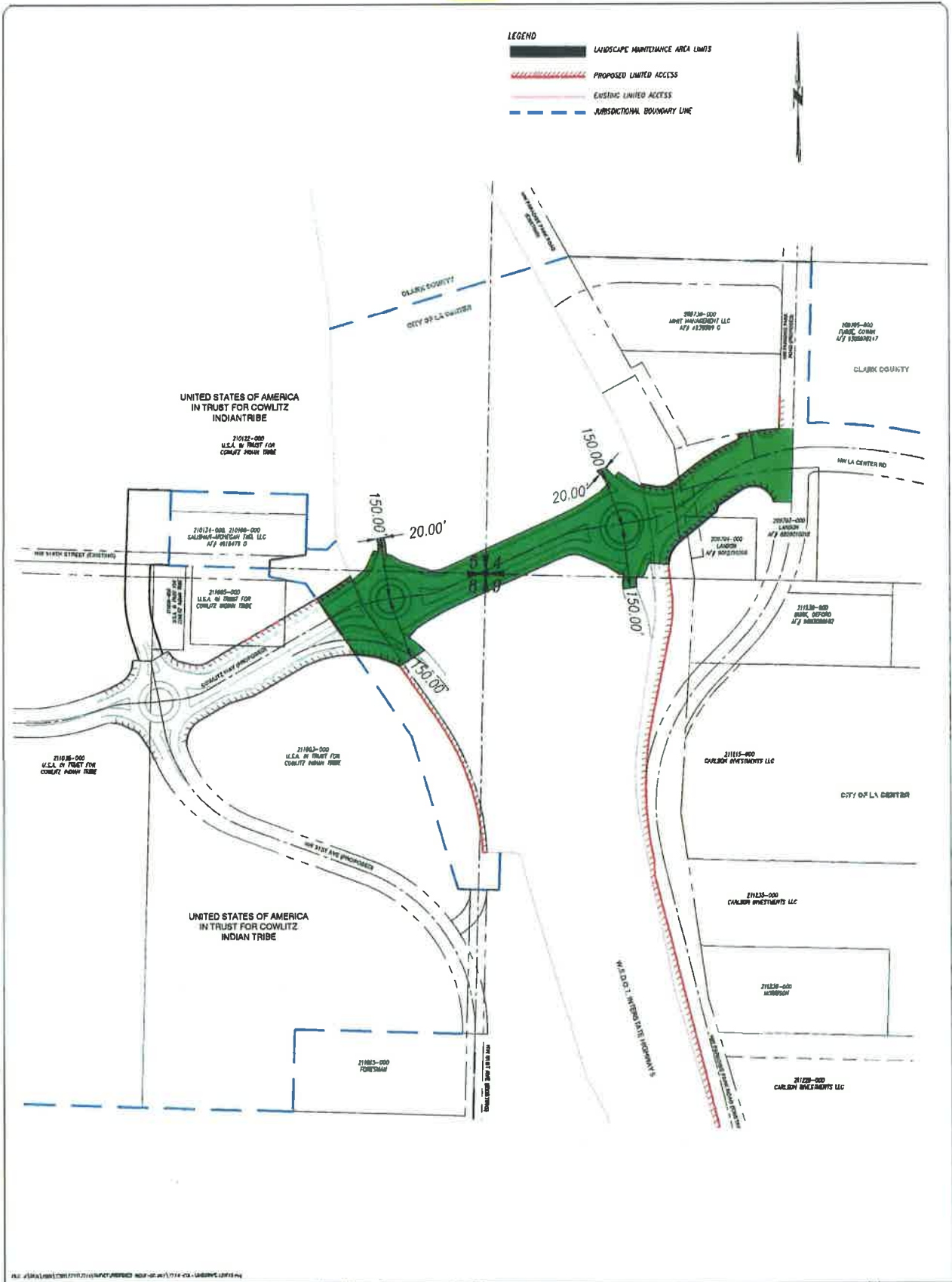


3,009.3 0 1,504.67 3,009.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

EXHIBIT B



1 of 1
SHEET

NO.	REVISIONS	DATE	BY	CHKD.

DATE: 10/15/2014 10:57:34 AM
 DRAWN BY: J. J. JENSEN
 CHECKED BY: J. J. JENSEN
 TITLE: EXHIBIT B - LANDSCAPE MAINTENANCE AREA LIMITS

EXHIBIT FOR:
EXHIBIT F - LANDSCAPE MAINTENANCE AREA LIMITS
 PORTIONS OF SECTION 4, SECTION 5, SECTION 8, SECTION 9, T.4M. R.1E., W.6M.
OLSON LAND SURVEYORS
 ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

DATE: 10/15/2014 10:57:34 AM
 DRAWN BY: J. J. JENSEN
 CHECKED BY: J. J. JENSEN
 TITLE: EXHIBIT B - LANDSCAPE MAINTENANCE AREA LIMITS