

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COWLITZ TRIBAL GAMING AUTHORITY,  
THE COWLITZ TRIBE,  
AND PUBLIC UTILITY DISTRICT #1 OF CLARK COUNTY  
FOR WATER SERVICES**

This Agreement is entered into on this 24<sup>th</sup> day of May, 2016, by and between the COWLITZ TRIBAL GAMING AUTHORITY (the "CTGA"), a governmental agency of the Cowlitz Indian Tribe, the COWLITZ INDIAN TRIBE (the "Tribe"), a federally recognized Indian Tribe, whose principal place of business is located at PO Box 2547, 1055 9<sup>th</sup> Avenue, Suite B, Longview, Washington 98632, and PUBLIC UTILITY DISTRICT #1 OF CLARK COUNTY (the "PUD"), with its principal place of business located at 1200 Fort Vancouver Way, Vancouver, Washington 98663. The CTGA, the Tribe, and the PUD 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, with the Cowlitz Tribal Council ("Council") as the governing body of the Tribe.
- 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, which is described in Exhibit A. Title to the Tribe's Reservation trust lands is owned by the United States of America in trust for the Tribe.
- C. The CTGA was established by the Tribe pursuant to Tribal Council Ordinance No. 11-01, dated August 6, 2011, which endowed it with the authority to exercise and implement Tribal governmental and proprietary powers over development, construction, operation, management, promotion and financing of gaming and any associated hotel, resort and entertainment facilities owned by the Tribe, including the authority to grant limited waivers of sovereign immunity; said ordinance is incorporated herein as if attached hereto, and
- D. The Tribe, by Tribal Council Resolution 15-43 has authorized the granting of utility and access easements required for construction of the casino project.
- E. The PUD is a Washington State public utility district that provides water utility services in the area in which the Reservation is located and is willing to provide water service to the Reservation on the terms and conditions herein below set forth.
- F. The CTGA is willing to construct certain water lines, conduct groundwater monitoring, and grant the PUD certain easements associated with this Agreement.

G. The CTGA plans to treat waste water generated at the Reservation to Environmental Protection Agency (EPA) standards (effectively drinking water standards) and then inject the treated water into the groundwater injection wells on the Reservation.

H. The Parties agree that, in order for the Parties to meet their respective obligations to each other as they have agreed, it is in the best interests of the Parties to enter into this Intergovernmental Agreement pursuant to RCW Chapter 39.34.

I. The Parties agree that it is in the best interests of all Parties that the Tribe and the CTGA provide a limited waiver of its sovereign immunity only to the extent necessary to enforce this Agreement.

## AGREEMENT

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

1. Water Service. The purpose of this Agreement is to outline the allocation of costs and improvements associated with giving the PUD the ability to provide water service to the CTGA and the Tribe, and their ability to receive water service by March 1, 2017.

a. The CTGA will construct at its own cost and expense those water lines identified on Exhibit B to this Agreement. The CTGA's construction plans will be approved by the PUD prior to commencing construction. The water lines shall be tested and approved by the PUD before the water lines will be activated, which once approved will start the one year maintenance period referenced below. The CTGA shall transfer ownership of the water lines to the PUD after final acceptance and activation. The CTGA agrees to repair, replace, and maintain the water lines described in Exhibit B, and repair any other damaged facilities (including roads) associated with leaks or breaks from those facilities, for one year from the date of acceptance of the water lines by the PUD.

b. The PUD will construct at its own cost and expense those water lines identified on Exhibit C to this Agreement by September 30, 2016, subject to the PUD securing a right-of-way permit from Clark County.

c. The PUD will provide the CTGA water service under its then current rates and conditions of service.

2. Access to Reservation Property. The PUD shall have unrestricted access to the Reservation property for the purpose of inspecting and/or monitoring any exterior water facilities on the Reservation. In addition, the CTGA shall grant easements to the PUD for access and maintenance of the water lines that are transferred by the Tribe to the PUD on the Reservation, at the locations and in a form shown on attached Exhibit D.

3. Wastewater Treatment. As described in the Tribe's October 9, 2015, letter to the EPA, and other related documents regarding the CTGA's proposed wastewater treatment facility at the

Reservation, the CTGA shall treat all wastewater generated on the Reservation to the most current EPA standards prior to injecting the processed water into the groundwater injection wells on the Reservation. No untreated wastewater will be released into the environment. Wastewater treatment processes shall be updated as needed to meet the then current drinking water standards established by the EPA. In order to ensure that the CTGA's wastewater treatment plant and groundwater injection wells are meeting current federal requirements, the CTGA shall perform water quality testing in accordance with EPA requirements and provide copies of the results to the PUD (including water quality data from the CTGA's monitoring wells) that documents the wastewater plant's effluent quality. The CTGA will send copies of the water quality reports to the Director of Water Services at the PUD. The reporting frequency to the PUD will coincide with the sampling frequency noted in Table 18-3 (EPA Rule Authorization Sampling Schedule), in accordance with the Influent and Effluent Sampling Schedule tests as noted in Section 18 of the December 2015, report prepared by Parametrix for the Tribe and titled "Operations and Maintenance Manual for the Water Reclamation Plant (WRP)," which is incorporated herein by this reference.

4. Water Meters. On or before February 1 2017, the PUD shall install two (2) 6-inch water meters on the Reservation property in meter boxes constructed by the CTGA. The CTGA will pay the PUD the utility's most current System Development Charge (SDC) for one meter on February 1, 2017, and the second meter on February 1, 2018.

5. Paradise Point Design Documents. The CTGA shall allow the PUD to utilize all engineering, designs, and reports associated with the Paradise Point Water Treatment Plant, including site plans, soil reports, and reservoir design, prepared on behalf and paid for by the CTGA.

6. 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 of an 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.

7. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

8. Limited Waiver of Sovereign Immunity. The CTGA hereby expressly and irrevocably waives its sovereign immunity for itself and any instrumentality of the CTGA and consents to suit against it by the PUD and its successors and assigns for the limited purpose of interpreting or enforcing the obligations of the CTGA as set forth in this Agreement. This Limited Waiver of Sovereign Immunity is only for the benefit of the Parties to this Agreement and their successors or assigns, and shall not be construed as extending to any other individuals, governmental entities or third parties. By this Limited Waiver of Sovereign Immunity, the CTGA expressly and irrevocably consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County for purposes of interpreting or enforcing the terms of this Agreement and waives any requirement for the exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribe. Without limiting the foregoing, this limited waiver of sovereign

immunity shall waive the CTGA's immunity from suit, judicial process or execution, under the U.S. Constitution, the laws of the United States of America, and under Tribal law, relating to the performance or enforcement of this Agreement.

The Tribe also hereby expressly and irrevocably waives its sovereign immunity for itself and any instrumentality of the Tribe and consents to suit against it by the PUD and its successors and assigns for the limited purpose of interpreting or 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 their successors or assigns, 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 and irrevocably consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County for purposes of interpreting or enforcing the terms of this Agreement and waives any requirement for the exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribe. Without limiting the foregoing, this limited waiver of sovereign immunity shall waive the Tribe's immunity from suit, judicial process, or execution, under the U.S. Constitution, the laws of the United States of America, and under Tribal law, relating to the performance or enforcement of this Agreement.

9. Appellate Review. The CTGA and the Tribe hereby consent to jurisdiction and venue in the Superior Court of Clark County, Washington, and agrees that the limited waiver of sovereign immunity, set forth herein, shall also apply to review in any appellate court with jurisdiction over the applicable trial court decision.

10. Liability Insurance. During the term of this Agreement, the CTGA and the PUD shall each maintain and keep in effect a policy of liability insurance for injuries to persons and property in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence. Written proof of such insurance shall be provided to the other Party upon request. 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, and then, only in favor of the other party

11. Notices. Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing as set out in Section 16 below, 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 16, or such other address as a party may specify to the other in a notice given pursuant to this Section; or (c) by facsimile transmission to the facsimile number in Section 16, with an original to follow by First Class mail. Notice shall not be considered effective until received by a representative of a party to this Agreement.

12. Construction. 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.

13. Term. This Agreement shall become effective on the date last executed below and shall remain in full force and effect until the Parties' obligations hereunder have been completed, or alternatively, it is mutually terminated in writing by all parties. In addition to the obligation to pay any amount due under this Agreement, the following sections shall also survive the termination of this Agreement: Section 6 (Enforcement of Agreement); Section 7 (Choice of Law); Section 8 (Limited Waiver of Sovereign Immunity); Section 9 (Appellate Review); Section 10 (Liability Insurance); and Section 18 (Representations). The PUD shall own and retain all facilities it constructs, alters, or improves under this Agreement or any property interest it acquires, has transferred to it, or purchases under this Agreement. No redistribution of real or personal property shall occur upon termination of this Agreement.

14. Amendment or Modification. This Agreement may be amended or modified in writing by the further agreement and signing of all Parties hereto.

15. Default. Any of the following occurrences or events by or against either Party shall constitute a material default under this Agreement:

a. Either Party fails to perform its obligations under this Agreement and such failure is not cured within thirty (30) days of receiving written notice from the other Party regarding such default.

b. Either Party applies for or consents to the appointment of a receiver, liquidator, custodian, or trustee for it or any portion of its property or is appointed for it or any of its property and is not discharged within sixty (60) days after the date of such appointment, or either Party makes an assignment for the benefit of creditors, or either Party admits in writing its inability to pay its debts under the provisions of the United States Bankruptcy Code or any similar, or successor statute, or such a petition is filed against either Party and is not missed or vacated within sixty (60) days after the date of such filing.

c. Either party takes any action or fails to take any action that materially and adversely affects the other party's ability to exercise any of its rights and receive any of the benefits to it under this Agreement, including and without limitation, taking action to revoke this Agreement, or any part of it, and/or such party's authority to enter into it.

d. If any representation, warranty, covenant, or other undertaking in Section 18 is determined to be materially untrue.

16. Notice/Administrator. Unless notified in writing otherwise, the Parties shall use the following addresses, phone numbers, and facsimile numbers to provide notification under this Agreement:

CTGA & Tribe:

Cowlitz Tribal Gaming Authority & Cowlitz Indian Tribe  
Attn: Lowell E. Bridges, CTGA Chairman  
William Iyall, Tribal Chairman  
P.O. Box 2547  
1055 9th Avenue, Suite B  
Longview, Washington 98632  
Telephone Number: (360) 597-8140

With a copy to:

Stephen W. Horenstein  
Horenstein Law Group PLLC  
500 Broadway St., Suite 120  
Vancouver, WA 98660  
Telephone Number: (360) 696-4100  
Facsimile Number: (360) 696-5859

PUD (Administrator):

Doug Quinn, Director of Water  
Clark Public Utilities  
PO Box 8900  
Vancouver, WA 98668  
Telephone Number: (360) 992-8026  
Facsimile Number: (360) 992-8027

With a copy to:

John Eldridge/Legal Counsel  
Clark Public Utilities  
PO Box 8900  
Vancouver, WA 98668  
Telephone Number: (360) 992-3219  
Facsimile Number: (360) 992-3035

17. Authorization.

a. Lowell E. Bridges, Chairman of CTGA, has been authorized by the attached resolution of the CTGA to specifically execute this Agreement, a copy of which is

attached hereto as Exhibit E. William Iyall, Chairman of the Cowlitz Indian Tribe, has been authorized by the attached resolution of the Cowlitz Tribal Council to specifically execute this Agreement, a copy of which is attached hereto as Exhibit E1. The PUD warrants that Wayne Nelson, CEO/General Manager, has been authorized, by appropriate action of the PUD's Board of Commissioners to execute this Agreement on behalf of PUD, a copy of which is attached hereto as Exhibit F.

b. The work performed under this Agreement shall be administered by Doug Quinn, the PUD's Director of Water.

c. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18. Representations.

a. Each of the Parties to this Agreement represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement and shall be fully bound by its terms. The PUD represents and warrants that it is duly and validly existing, and in good standing under the laws of the State of Washington. The CTGA and the Tribe further represent that the Tribe is a federally recognized Indian Tribe. For the purposes of this Agreement, the CTGA and the Tribe adopts the laws of the State of Washington that pertain to the interpretation, performance, and enforcement of contracts and commercial transactions.

b. The execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated hereby have been duly and effectively authorized by all necessary actions of each respective Party. This Agreement has been duly and validly executed and delivered by each Party and constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms, subject to (i) applicable bankruptcy, insolvency or other similar laws relating to creditors' rights generally, and (ii) general principles of equity. Without limiting the foregoing, the CTGA and the Tribe expressly represent and warrant that the execution, delivery, and performance of this Agreement have been duly and effectively authorized by its CTGA Management Board and the Tribal Council, and no other tribal action is necessary, including, without limitation, for the limited waiver of sovereign immunity set forth in Section 8. The CTGA Management Board and the Tribal Council's approval and authorization of this Agreement and its adoption, for the purposes of this Agreement, of the laws of the State of Washington that pertain to the interpretation, performance, and enforcement of contracts and commercial transactions, shall be conclusively evidenced by a written resolution of CTGA Management Board and Tribal Council that is certified by the Secretary of such CTGA Management Board and Tribal Council and provided to the PUD within five (5) days of the CTGA and Tribe's execution of this Agreement.

c. The execution, delivery and performance by the applicable Party of this Agreement and the consummation by that Party of the transactions contemplated hereby will not (a) violate any provision of law, rule or regulation to which the Party is subject, (b) violate any order, judgment or decree applicable to each Party, (c) constitute a breach of or a default under any constitutional, statutory or administrative provision of the State of Washington, the federal

government, or Tribal Law, as applicable to such Party or any judgment, decree, bond, note, resolution, indenture, contract or agreement or any other instrument to which such Party is subject or bound, or (d) in conflict with, or result in a breach or default under, any term or condition of any agreement or other instrument to which the Party is a party or by which the Party may be bound.

d. The CTGA and the Tribe represent and warrant that no approval of this Agreement by the Bureau of Indian Affairs, the U.S. Department of the Interior, the Secretary of the Interior, or any other federal agency or official is required for the CTGA or the Tribe to execute this Agreement or for this Agreement to be effective and binding upon them.

e. Except as disclosed in writing by the Tribe to the PUD, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board, or administrative body pending or threatened against such Party that challenges, contests or questions the adoption or validity of the applicable Party's decision to enter into this Agreement or do the work contemplated thereby, that seeks to prohibit, restrain or enjoin such Party from complying with this Agreement, that affects or questions the validity or enforceability of this Agreement, or that challenges or affects the corporate existence of such Party or the titles of its officers.

f. Except as disclosed in writing by the Tribe to the PUD, there is no litigation, proceeding, claim, or investigation or other legal or administrative proceeding (governmental or otherwise) pending or to the Party's actual knowledge, threatened against, by or relating to the Party, its assets, business, or method of doing business that would preclude the Party from entering into this Agreement or consummating the transactions contemplated by this Agreement.

g. Each Party hereto covenants and agrees to do all things necessary or advisable, including but not limited to the preparation, execution, delivery and recording of any instruments or agreements, in order to confirm and assure the intent and purposes of this Agreement.

h. The Tribe covenants that it will not take any action that limits the CTGA's authority/ability to perform any of the CTGA's obligations under this Agreement. In the event that the Tribe violates this commitment, or the CTGA is unable to perform its contractual obligations herein for any reason, the Tribe will immediately assume all performance obligations and liabilities of the CTGA outlined in this Agreement.

i. The Tribe covenants that the Tribe's Resolution 11-01 (Cowlitz Tribal Gaming Authority) and any other resolution or ordinance necessary to for the Tribe or the CTGA to fulfill their obligations under this Agreement are in full force and effect.

#### 19. Force Majeure.

a. A Party shall not be in breach of this Agreement as a result of such Party's failure to perform its obligations under this Agreement when such failure is due to a Force

Majeure event, to the extent that such Party, despite the exercise of reasonable due diligence, is unable to remove or address such Force Majeure event.

b. "Force Majeure Event" means any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement (other than obligations to make payments when due), and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite reasonable attempts to avoid, mitigate, or remedy, and shall include acts of God, war, civil insurrections, acts of terrorism or sabotage, equipment failure, acts of any governmental authority after the date of this Agreement, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of such Party.

c. Each Party shall notify the other as soon as practicable of any Force Majeure event that may impair performance under this Agreement.

d. A Force Majeure event shall not relieve a Party of its obligation to pay money when due pursuant to this Agreement.

20. No Third-Party Beneficiaries. None of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

21. Entire Agreement. This document sets forth the entire agreement between the Parties with regard to the subject matter contained herein and supersedes any and all prior agreements with respect to the subject matter of this Agreement.

22. Recording. In order to meet the filing requirements of RCW 39.34.040, each Party will post this Agreement on their public website upon execution.

Executed and delivered as of the date first written above in Clark County, Washington.

COWLITZ TRIBAL GAMING  
AUTHORITY

By:

  
Lowell E. Bridges, Chairman

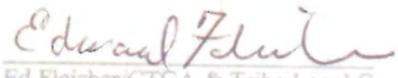
COWLITZ INDIAN TRIBE

By:   
William Iyall, Chairman

PUBLIC UTILITY DISTRICT #1 OF  
CLARK COUNTY

By:   
Wayne Nelson, General  
Manager/CEO

APPROVED AS TO FORM:

By:   
Ed Fleisher/CTGA & Tribe Legal Counsel

By:   
John Eldridge/PUD Legal Counsel

**EXHIBIT "A"**  
**MAP OF RESERVATION PROPERTY**

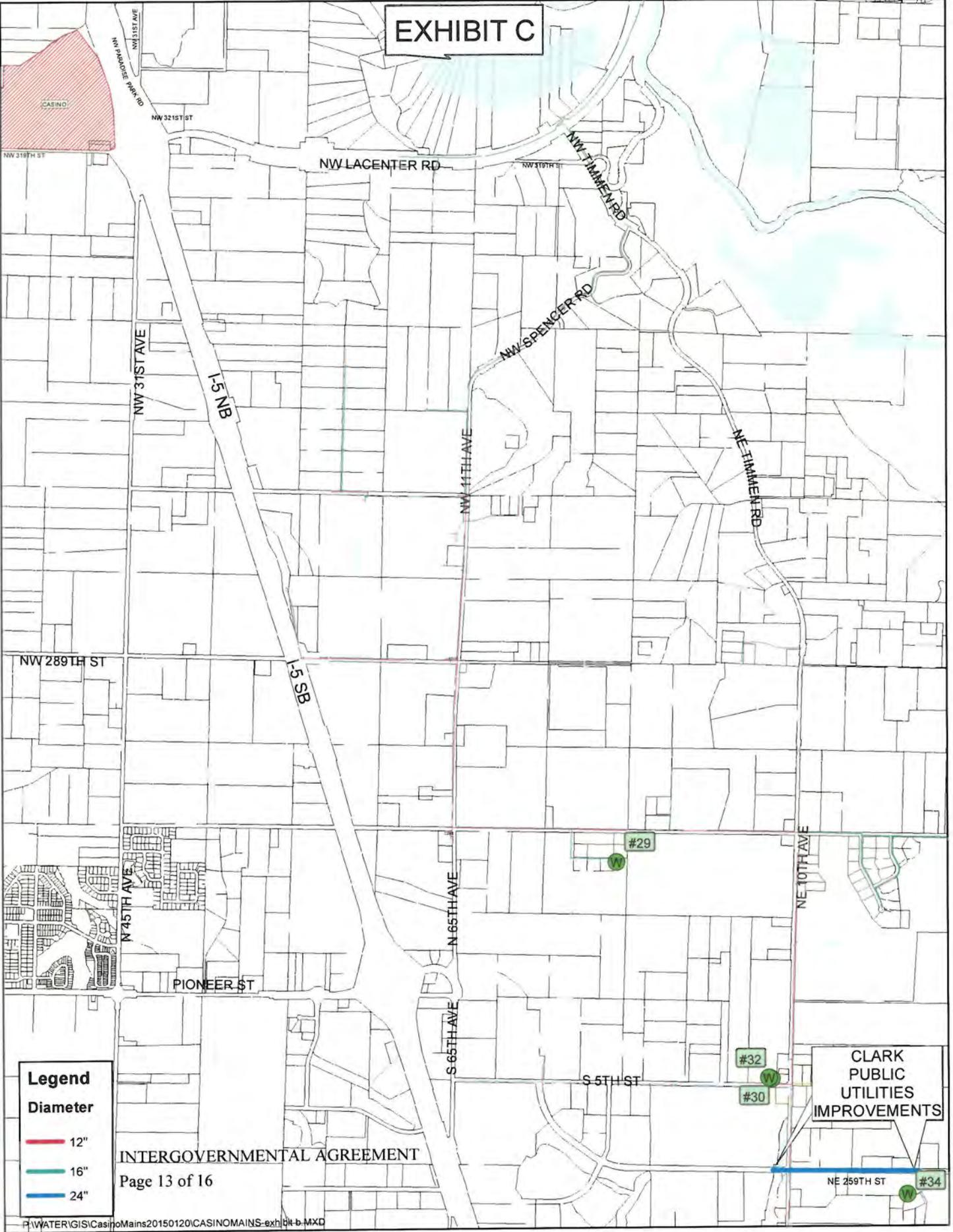
IN THE SE 1/4, SECTION 5 AND NORTH 1/2 OF  
THE NE 1/4 OF SECTION 8, T.4N., R.1E., W.M.,  
CLARK COUNTY, WASHINGTON



**OLSON** LAND SURVEYORS  
**ENGINEERS**  
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660  
1-360-695-1385  
1-503-289-9936  
FILE: J:\DATA\7000\7700\7710\7714\SURVEY\LEGAL EXHIBITS\7714-EXHIBIT-A.dwg



# EXHIBIT C



| Legend                               |     |
|--------------------------------------|-----|
| Diameter                             |     |
| <span style="color: red;">—</span>   | 12" |
| <span style="color: green;">—</span> | 16" |
| <span style="color: blue;">—</span>  | 24" |

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CLARK  
PUBLIC  
UTILITIES  
IMPROVEMENTS

# EXHIBIT D

BIA TAAMS No. \_\_\_\_\_  
Allotment No(s). \_\_\_\_\_  
Tribal Tract No(s). \_\_\_\_\_

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
Agency Name and Address**

## GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, \_\_\_\_\_ (agency), \_\_\_\_\_ (address) \_\_\_\_\_ for, and on behalf, with the consent of: \_\_\_\_\_ (Tribe or Landowner(s)) \_\_\_\_\_ (the GRANTOR), under authority contained and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, does hereby grant to: \_\_\_\_\_ (applicant name) \_\_\_\_\_, of \_\_\_\_\_ (address) \_\_\_\_\_ (the GRANTEE).

**1. GRANT.** In consideration of: \$1.00, paid to the (Tribe, Indian landowners, or BIA), by \_\_\_ (date the right-of-way is granted or negotiated date), the GRANTOR does hereby grant to GRANTEE, its successors and assigns, including joint users, a right of way, together with the right of ingress and egress for the purpose of installing, maintaining, and operating thereon or thereunder, a water supply system, including mains for the transmission and/or distribution of water and other related appurtenances, together with the right to clear, grade, and remove such trees and brush as may be necessary in construction, maintaining, and protecting such line facilities from damage, including the right of reasonable ingress and egress to and from said premises for such purposes, together with the right and easement to tap into said facilities to serve adjacent and/or adjoining lands, in, on, over, under and across the lands in Clark County, Washington, described as follows:

*Legal Description:*

This right-of-way is limited to and more particularly described to be (acres) in area, as shown on Exhibit A, attached hereto, and made a part hereof.

**2. TERM.** This right-of-way is for a term of (term of right-of-way, (if needed, include renewal terms or beginning date)) so long as the right-of-way is used for the purpose above specified; PROVIDED, that this right-of-way may be cancelled by the Tribe and Grantee under any negotiated remedies identified in section 13 (25 CFR 169.403) and/or in whole or in part by the GRANTOR (25 CFR 169.404) or for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for cancellation (25 CFR 169.405):

- A. Failure to comply with any term or condition of the Grant, or the applicable regulations.
- B. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
- C. (where applicable) Any conditions or restrictions set out in Tribal Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

**3. MITIGATION MEASURES.** (25 CFR 169.123) The GRANTEE agrees to comply with an mitigation measures or conditions described to protect the environmental, biological, and cultural resources within the right-of-way as defined in the environmental compliance documentation.

**4. RESERVATION OF JURISDICTION.** (25 CFR 169.10, 169.125) The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and this grant does not diminish to any extent: (a) the tribe's power to tax the land, any improvements on the land, or any person or activity within, the right-of-way; (b) the tribe's authority to enforce tribal law of general or particular application on the land subject to and within the right-of-way, as if there were no grant of right-of-way; (c) the tribe's inherent sovereign power to exercise civil jurisdiction over non-members on Indian land; or (d) the character of the land subject to the right-of-way as Indian country under 18 U.S.C. 1151.

**5. LAWS.** (25 CFR 169.9) GRANTEE shall comply with all applicable federal and tribal law.

**6. REGULATORY PROVISIONS.** (25 CFR 169.125):

1. On tribal land, the tribe has the right to reasonable access to the lands subject to the grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety;
2. The GRANTEE has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
3. BIA may treat any provision of a grant that violates Federal law as a violation of the grant;
4. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the GRANTEE will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
5. GRANTEE must:
  - (i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
  - (ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to §169.103. determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the project;
  - (iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
  - (iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
  - (v) Comply with all applicable laws and obtain all required permits;
  - (vi) Not commit waste;
  - (vii) Operate, repair and maintain improvements consistent with the right-of-way grant;
  - (viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
  - (ix) Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;

(x) At all times keep the BIA, and the tribe for tribal land, informed of the grantee's address;

(xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;

(xii) Comply with the following due diligence requirements: N/A

(xiii) Notify the BIA, and the tribe for tribal land, if it files for bankruptcy or is placed in receivership.

6. Unless GRANTEE would be prohibited by law from doing so, GRANTEE must also:
- (i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
  - (ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

**7. ENCROACHMENT (25 CFR 169.128).** The Grantee may not unreasonably withhold its consent for a new right-of-way within its existing right-of-way that does not interfere with the use or purpose of its right-of-way.

**8. PERMANENT IMPROVEMENTS (25 CFR 169.130).** \_\_\_\_\_ shall be the owner of any permanent improvements constructed during the term of the Grant and said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be removed or an option for landowner to take possession of and title to the permanent improvements or as otherwise negotiated.

**9. AMENDMENT.** This grant may not be amended except as provided in 25 CFR 169.204 - 169.206.

**10. ASSIGNMENT (25 CFR 169.207).** This grant (may/may not) be assigned (with/without) applicable consent and BIA approval and within 30 days, a copy of the assignment and supporting documents will be sent to BIA for recording in the LTRO.

**11. MORTGAGE (25 CFR 169.210).** This grant (may/may not) be mortgaged (with/without) applicable consent and BIA approval and within 30 days, a copy of the mortgage and supporting documents will be sent to BIA for recording in the LTRO. (Enter other terms and conditions, if applicable).

**12. EFFECTIVE DATE (25 CFR 169.301).** Grant will be effective on the date it is approved. The grantee's obligations are triggered on (date) (if applicable).

**13. REMEDIES (25 CFR 169.403).** Any disputes regarding violations, abandonment, or non-use may be addressed as set forth below, (list remedies, where applicable), and in accordance with 25 CFR 169.403

**14. BINDING EFFECT.** The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE.

**15. ADDITIONAL CONDITIONS OR RESTRICTIONS.** This grant incorporates by reference the conditions or restrictions set out in GRANTOR's consents, attached here.

IN WITNESS WHEREOF, GRANTOR, pursuant to the delegated authority found in 209 DM 8, 230 DM 1, and 3 IAM 4 and supplements thereto (or applicable delegation of authority), is granting and executing this grant of easement on this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_.

**UNITED STATES OF AMERICA**

BY \_\_\_\_\_  
U.S. Department of the Interior  
Bureau of Indian Affairs  
Northwest Regional Director

**A C K N O W L E D G E M E N T**

STATE OF \_\_\_\_\_:

: ss.

COUNTY OF \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature of Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_.

EXHIBIT D #  
LEGAL DESCRIPTION FOR WATER LINE EASEMENT  
PORTION OF ASSESSOR'S PARCEL NO.'S  
210122-000, 211002-000, 211003-000, 211005-000, 211035-000 & 211218-000

May 20, 2016

A parcel of land, lying in a portion of the South half of the Southeast quarter of Section 5 and the North half of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to the United States of America in Trust for the Cowlitz Indian Tribe, recorded under Auditor's File No. 5153315 D, recorded March 10, 2015, described as follows:

COMMENCING at the Northeast corner of the Northeast quarter of said Section 8;

THENCE South  $01^{\circ} 37' 30''$  West, along the East line of said Northeast quarter, a distance of 203.75 feet;

THENCE leaving said East line, North  $88^{\circ} 22' 30''$  West, a distance of 312.34 feet to a point on the West line of "County Road No. 25" as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965 and conveyed to Clark County, Washington recorded under Auditor's File No. 8312070093, recorded December 7, 1983, records of said county and annexed to the City of La Center under Ordinance No. 2011-03, and a point on a non-tangent 249.00 foot radius curve to the left, said point also being the TRUE POINT OF BEGINNING;

THENCE along said 249.00 foot radius curve to the left (the long chord of which bears South  $75^{\circ} 47' 48''$  West, a distance of 137.92 feet), an arc distance of 139.74 feet;

THENCE South  $59^{\circ} 43' 09''$  West, a distance of 128.81 feet;

THENCE South  $73^{\circ} 10' 55''$  West, a distance of 64.43 feet;

THENCE South  $59^{\circ} 43' 09''$  West, a distance of 80.20 feet to a point on a 65.00 foot radius curve to the left;

THENCE along said 65.00 foot radius curve to the left (the long chord of which bears South  $19^{\circ} 41' 11''$  West, a distance of 83.62 feet), an arc distance of 90.83 feet to a point on a 270.00 foot radius curve to the left;

THENCE along said 270.00 foot radius curve to the left (the long chord of which bears South 44° 57' 06" East, a distance of 224.84 feet), an arc distance of 231.90 feet;

THENCE South 69° 33' 26" East, a distance of 293.83 feet to a point hereinafter referred to as "Point A", said point being on a 440.00 foot radius curve to the right;

THENCE along said 440.00 foot radius curve to the right (the long chord of which bears South 33° 57' 58" East, a distance of 512.16 feet), an arc distance of 546.64 feet to a point 30.00 feet East of, when measured perpendicular to, the West line of the Northwest quarter of said Section 9;

THENCE South 01° 37' 30" West, parallel with and 30.00 feet from said West line, a distance of 0.26 feet, more or less to the Easterly extension of the North line of that parcel conveyed to Gale Foresman, recorded under Auditor's File No. 9302110005, recorded February 11, 1993, records of said county;

THENCE North 88° 07' 39" West, along said Easterly extension, a distance of 10.00 feet to a point 20.00 feet East of, when measured perpendicular to, said East line of said Northeast quarter of Section 8;

THENCE South 01° 37' 30" West, parallel to said East line, a distance of 858.69 feet to the South line of the North half of the Southwest quarter of the Northwest quarter of said Section 9;

THENCE North 88° 30' 59" West, along said South line, a distance of 20.00 feet to said East line of the Northeast quarter of Section 8;

THENCE North 01° 37' 30" East, along said East line, a distance of 858.83 feet to the Northeast corner of said Foresman tract;

THENCE North 88° 07' 39" West, along said North line, a distance of 30.00 feet to a point on a non-tangent 380.00 foot radius curve to the left;

THENCE along said 380.00 foot radius curve to the left (the long chord of which bears North 33° 57' 59" West, a distance of 442.32 feet), an arc distance of 472.10 feet to a point which bears South 20° 26' 34" West, a distance of 60.00 feet from said "Point A";

THENCE North 69° 33' 26" West, a distance of 322.44 feet to a point on a 330.00 foot radius curve to the right;

THENCE along said 330.00 foot radius curve to the right (the long chord of which bears North 46° 05' 37" West, a distance of 262.79 feet), an arc distance of 270.28 feet to a point on a 281.00 foot radius curve to the left;

THENCE along said 281.00 foot radius curve to the left (the long chord of which bears North 30° 46' 14" West, a distance of 79.58 feet), an arc distance of 79.85 feet to a point on a 31.00 foot radius curve to the left;

THENCE along said 31.00 foot radius curve to the left (the long chord of which bears North 51° 40' 04" West, a distance of 13.69 feet), an arc distance of 13.80 feet;

THENCE North 64° 25' 28" West, a distance of 30.03 feet to a point on a 61.00 foot radius curve to the left;

THENCE along said 61.00 foot radius curve to the left (the long chord of which bears North 86° 59' 13" West, a distance of 46.81 feet), an arc distance of 48.04 feet;

THENCE South 71° 47' 07" West, a distance of 26.30 feet to a point on a 475.00 foot radius curve to the right;

THENCE along said 475.00 foot radius curve to the right (the long chord of which bears South 81° 48' 23" West, a distance of 165.31 feet), an arc distance of 166.16 feet;

THENCE North 88° 10' 20" West, a distance of 596.01 feet to a point on a 475.00 foot radius curve to the right;

THENCE along said 475.00 foot radius curve to the right (the long chord of which bears North 59° 54' 59" West, a distance of 449.74 feet), an arc distance of 468.50 feet;

THENCE North 31° 39' 39" West, a distance of 7.95 feet to a point on a 390.00 foot radius curve to the left;

THENCE along said 390.00 foot radius curve to the left (the long chord of which bears North 59° 54' 59" West, a distance of 369.26 feet), an arc distance of 384.66 feet, to a point hereinafter referred to as "Point B", said point being 35.00 feet Southerly of, when measured perpendicular to, the North line of the Northeast quarter of said Section 8;

THENCE North 88° 10' 20" West, parallel with and 35.00 feet from said North line, a distance of 223.56 feet to the West line of said Northeast quarter;

THENCE North 01° 29' 12" East, along said West line, a distance of 35.00 feet to the quarter corner common to said Sections 5 and 8;

THENCE North  $01^{\circ} 04' 56''$  East, along the West line of the Southeast quarter of said Section 5, a distance of 1115.39 feet to the South line of that parcel conveyed to John F. Anderson by deed recorded under Auditor's File No. F38759, records of said county;

THENCE South  $71^{\circ} 27' 38''$  East, along said South line, a distance of 20.97 feet to a point 20.00 feet East of said West line as measured perpendicular thereto;

THENCE South  $01^{\circ} 04' 56''$  West, parallel with said West line, a distance of 1074.36 feet to a point 35.00 feet North of the South line of said Southeast quarter of Section 5, when measured perpendicular thereto;

THENCE South  $88^{\circ} 10' 20''$  East, parallel with and 35.00 feet Northerly of the South line of said Southeast quarter, a distance of 204.22 feet to a point which bears North  $01^{\circ} 49' 40''$  East, a distance of 70.00 feet from said "Point B", said point also being on a 460.00 foot radius curve to the right;

THENCE along said 460.00 foot radius curve to the right (the long chord of which bears South  $59^{\circ} 54' 59''$  East, a distance of 435.54 feet), an arc distance of 453.70 feet;

THENCE South  $31^{\circ} 39' 39''$  East, a distance of 7.95 feet to a point on a 405.00 foot radius curve to the left;

THENCE along said 405.00 foot radius curve to the left (the long chord of which bears South  $59^{\circ} 54' 59''$  East, a distance of 383.46 feet), an arc distance of 399.46 feet;

THENCE South  $88^{\circ} 10' 20''$  East, a distance of 580.66 feet to a point on a 405.00 foot radius curve to the left;

THENCE along said 405.00 foot radius curve to the left (the long chord of which bears North  $81^{\circ} 48' 44''$  East, a distance of 140.87 feet), an arc distance of 141.59 feet;

THENCE North  $71^{\circ} 47' 48''$  East, a distance of 19.26 feet to a point on a 481.00 foot radius curve to the left;

THENCE along said 481.00 foot radius curve to the left (the long chord of which bears North  $66^{\circ} 27' 41''$  East, a distance of 89.45 feet), an arc distance of 89.58 feet to a point on a 61.00 foot radius curve to the left;

THENCE along said 61.00 foot radius curve to the left (the long chord of which bears North  $29^{\circ} 58' 37''$  East, a distance of 63.11 feet), an arc distance of 66.33 feet;

THENCE South 88° 10' 20" East, a distance of 46.95 feet;

THENCE North 58° 51' 59" East, a distance of 45.37 feet;

THENCE South 34° 09' 04" East, a distance of 7.30 feet to a point on a 50.00 foot radius curve to the left;

THENCE along said 50.00 foot radius curve to the left (the long chord of which bears South 55° 37' 47" East, a distance of 36.62 feet), an arc distance of 37.49 feet;

THENCE South 77° 06' 30" East, a distance of 25.28 feet to a point on a 50.00 foot radius curve to the left;

THENCE along said 50.00 foot radius curve to the left (the long chord of which bears North 81° 18' 19" East, a distance of 36.79 feet), an arc distance of 37.68 feet;

THENCE North 59° 43' 09" East, a distance of 305.13 feet to a point on the West line of said "County Road No. 25", said point bears North 34° 20' 17" West, from the TRUE POINT OF BEGINNING;

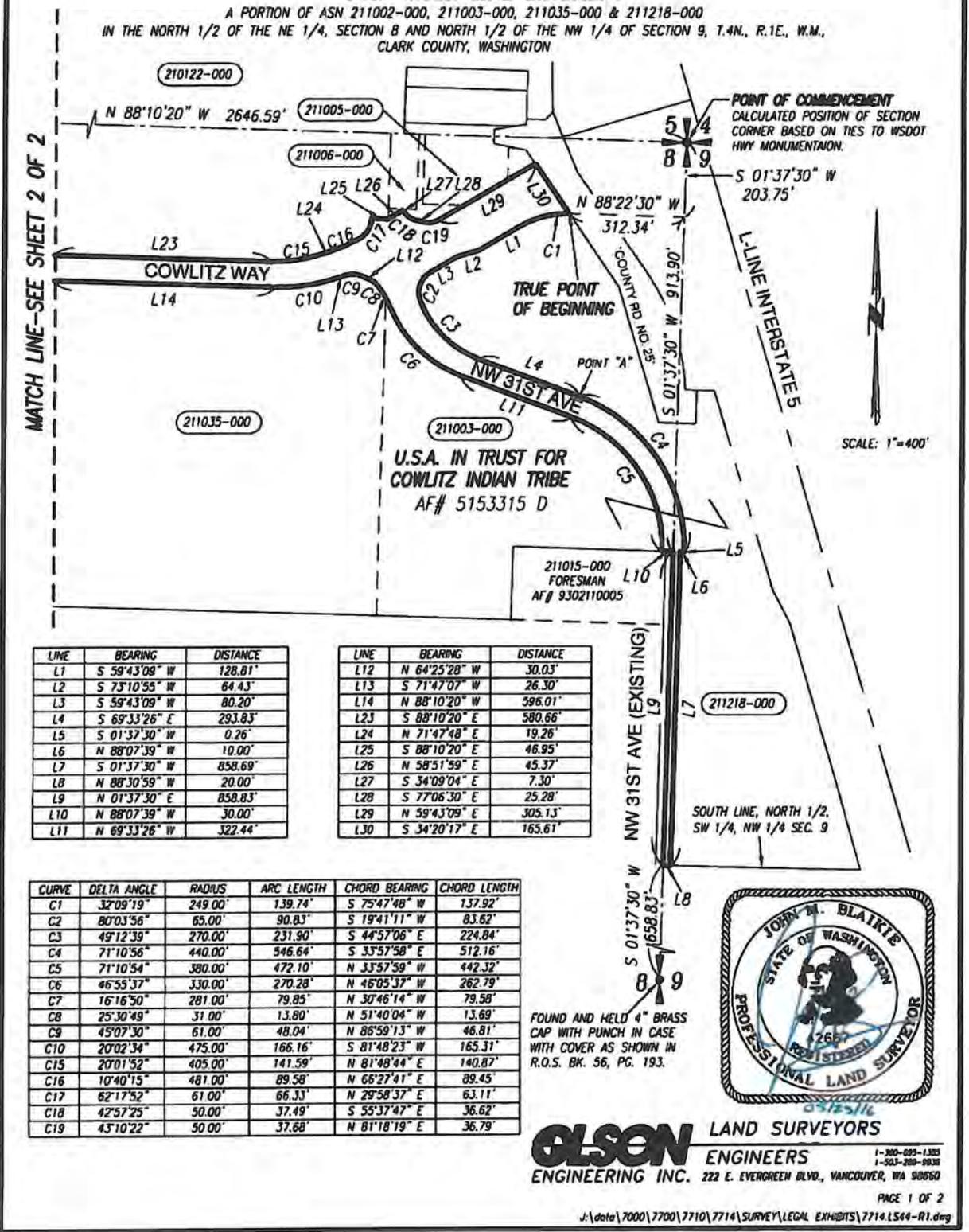
THENCE South 34° 20' 17" East, along said West line, a distance of 165.61 feet to the TRUE POINT OF BEGINNING;

Containing 325,429 square feet or 7.471 acres, more or less.



**EXHIBIT D1**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**FOR WATER LINE EASEMENT**

A PORTION OF ASN 211002-000, 211003-000, 211035-000 & 211218-000  
 IN THE NORTH 1/2 OF THE NE 1/4, SECTION 8 AND NORTH 1/2 OF THE NW 1/4 OF SECTION 9, T.4N., R.1E., W.M.,  
 CLARK COUNTY, WASHINGTON



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 59°43'08" W | 128.81'  |
| L2   | S 73°10'55" W | 64.43'   |
| L3   | S 59°43'09" W | 80.20'   |
| L4   | S 69°33'26" E | 293.83'  |
| L5   | S 01°37'30" W | 0.26'    |
| L6   | N 88°07'39" W | 10.00'   |
| L7   | S 01°37'30" W | 858.69'  |
| L8   | N 88°30'59" W | 20.00'   |
| L9   | N 01°37'30" E | 858.83'  |
| L10  | N 88°07'39" W | 30.00'   |
| L11  | N 69°33'26" W | 322.44'  |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L12  | N 64°25'28" W | 30.03'   |
| L13  | S 71°47'07" W | 26.30'   |
| L14  | N 88°10'20" W | 596.01'  |
| L23  | S 88°10'20" E | 580.66'  |
| L24  | N 71°47'48" E | 19.26'   |
| L25  | S 88°10'20" E | 46.95'   |
| L26  | N 58°51'59" E | 45.37'   |
| L27  | S 34°09'04" E | 7.30'    |
| L28  | S 77°06'30" E | 25.28'   |
| L29  | N 59°43'09" E | 305.13'  |
| L30  | S 34°20'17" E | 165.61'  |

| CURVE | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|-------------|---------|------------|---------------|--------------|
| C1    | 32°09'19"   | 249.00' | 139.74'    | S 75°47'48" W | 137.92'      |
| C2    | 80°03'56"   | 65.00'  | 90.83'     | S 19°41'11" W | 83.62'       |
| C3    | 49°12'39"   | 270.00' | 231.90'    | S 44°57'06" E | 224.84'      |
| C4    | 71°10'56"   | 440.00' | 546.64'    | S 33°57'58" E | 512.16'      |
| C5    | 71°10'54"   | 380.00' | 472.10'    | N 33°57'59" W | 442.32'      |
| C6    | 46°55'37"   | 330.00' | 270.28'    | N 46°05'37" W | 262.79'      |
| C7    | 16°16'50"   | 281.00' | 79.85'     | N 30°46'14" W | 79.58'       |
| C8    | 25°30'49"   | 31.00'  | 13.80'     | N 51°40'04" W | 13.69'       |
| C9    | 45°07'30"   | 61.00'  | 48.04'     | N 86°59'13" W | 46.81'       |
| C10   | 20°02'34"   | 475.00' | 166.16'    | S 81°48'23" W | 165.31'      |
| C15   | 20°01'52"   | 405.00' | 141.59'    | N 81°48'44" E | 140.87'      |
| C16   | 10°40'15"   | 481.00' | 89.58'     | N 66°27'41" E | 89.45'       |
| C17   | 62°17'52"   | 61.00'  | 66.33'     | N 29°58'37" E | 63.11'       |
| C18   | 42°57'25"   | 50.00'  | 37.49'     | S 55°37'47" E | 36.62'       |
| C19   | 43°10'22"   | 50.00'  | 37.68'     | N 81°18'19" E | 36.79'       |

FOUND AND HELD 4" BRASS  
 CAP WITH PUNCH IN CASE  
 WITH COVER AS SHOWN IN  
 R.O.S. BK. 56, PG. 193.



**OLSON** LAND SURVEYORS  
 ENGINEERS  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-206-895-1303  
 1-503-299-2038

PAGE 1 OF 2

**EXHIBIT D**  
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**FOR WATER LINE EASEMENT**

A PORTION OF ASN 211002-000, 211003-000, 211035-000 & 211218-000  
 IN THE NORTH 1/2 OF THE NE 1/4, SECTION 8 AND NORTH 1/2 OF THE  
 NW 1/4 OF SECTION 9, T.4N., R.1E., W.M.,  
 CLARK COUNTY, WASHINGTON



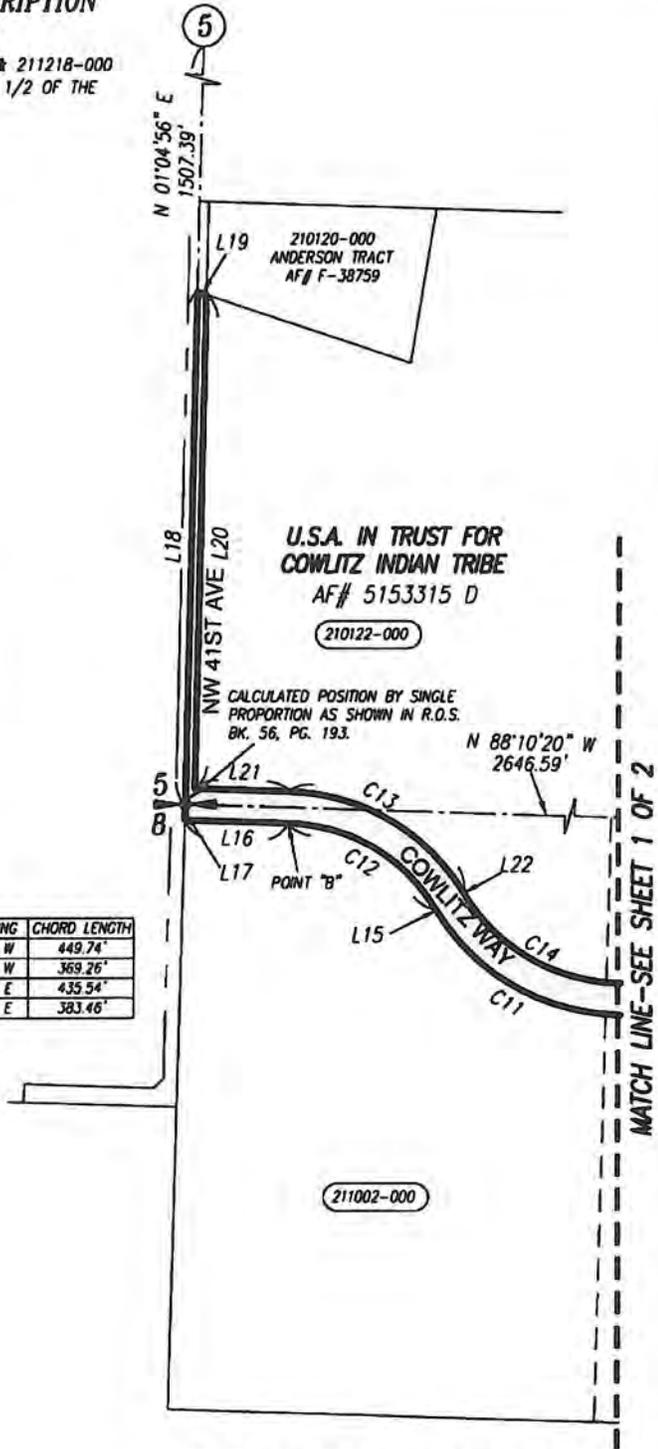
SCALE: 1"=400'

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L15  | N 31°39'39" W | 7.95'    |
| L16  | N 88°10'20" W | 223.56'  |
| L17  | N 01°29'12" E | 35.00'   |
| L18  | N 01°04'56" E | 1115.39' |
| L19  | S 71°27'38" E | 20.97'   |
| L20  | S 01°04'56" W | 1074.36' |
| L21  | S 88°10'20" E | 204.22'  |
| L22  | S 31°39'39" E | 7.95'    |

| CURVE | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|-------------|---------|------------|---------------|--------------|
| C11   | 56°30'41"   | 475.00' | 468.50'    | N 59°54'59" W | 449.74'      |
| C12   | 56°30'41"   | 390.00' | 384.66'    | N 59°54'59" W | 369.26'      |
| C13   | 56°30'41"   | 460.00' | 453.70'    | S 59°54'59" E | 435.54'      |
| C14   | 56°30'41"   | 405.00' | 399.46'    | S 59°54'59" E | 383.46'      |



05/23/14



**OLSON** LAND SURVEYORS  
**ENGINEERS**  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-605-1300  
 1-503-209-9936  
 PAGE 2 OF 2

EXHIBIT E



## **Cowlitz Tribal Gaming Authority**

### **Resolution No. 16-03**

#### **Short Title: Water and Electrical Utility Agreements**

WHEREAS, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government; and

WHEREAS, the Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws; and

WHEREAS, the Cowlitz Indian Tribe is the beneficial owner of land in Clark County, Washington, held in trust by the federal government and declared the Tribe's Initial Reservation by the United States of America; and

WHEREAS, the Cowlitz Tribal Gaming Authority (the "CTGA"), is an unincorporated governmental instrumentality of the Tribe, and a legally authorized occupant of a tract of Tribal land on the Cowlitz Indian Reservation, with the full authority to develop, construct, operate, manage and finance a gaming enterprise and associated hotel, resort and entertainment and related facilities owned by the Tribe; and

WHEREAS, the Management Board is the governing body of CTGA as authorized by the bylaws adopted by CTGA Resolution 15-03; and

WHEREAS, Public Utility District #1 of Clark County (the "PUD") is a Washington State public utility district that provides water and electrical utility services in the area in which the Reservation is located; and

WHEREAS, the Tribe and the CTGA wish to acquire water and power services from the PUD, construct certain infrastructure improvements, and pay costs and fees associated with these services; and

WHEREAS, the Parties agree it is in their best interests to enter into Intergovernmental Agreements pursuant to RCW Chapter 39.34 for these utility services; and

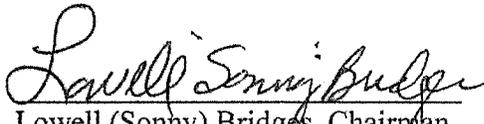
WHEREAS, the Parties agree that the CTGA will provide limited waivers of its sovereign immunity only to the extent necessary to enforce such Agreements; and

WHEREAS, the CTGA has reviewed the Intergovernmental Agreement with the PUD for Water Services, attached hereto as Exhibit A, and the the Intergovernmental Agreement with the PUD for Power Services, attached hereto as Exhibit B;

NOW, THEREFORE BE IT RESOLVED by the Management Board of the Cowlitz Tribal Gaming Authority that the CTGA hereby approves the attached Intergovernmental Agreements for Water and Power Services, grants limited waivers of sovereign immunity exclusively to the PUD under the terms and conditions set forth in the Agreements, and authorizes the Chairman of the CTGA to execute the Water and Power Service Agreements in a form substantially similar to the attached documents.

--- CERTIFICATION ---

The foregoing RESOLUTION was adopted May 7, 2016 at a duly called vote of the Cowlitz Tribal Gaming Authority by a vote of 3 for, 0, against, 1 absent, and 0 abstaining.

  
Lowell (Sonny) Bridges, Chairman

  
Carolyn Medeiros, Secretary



EXHIBIT E-1

# Cowlitz Indian Tribe

Tribal Council Resolution 16-<sup>18</sup>  
Short Title: Water and Electrical Utility Agreements

**WHEREAS**, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government; and

**WHEREAS**, the Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws; and

**WHEREAS**, the Cowlitz Indian Tribe is the beneficial owner of land in Clark County, Washington, held in trust by the federal government and declared the Tribe's Initial Reservation by the United States of America; and

**WHEREAS**, the Cowlitz Tribal Gaming Authority (the "CTGA"), is an unincorporated governmental instrumentality of the Tribe, and a legally authorized occupant of a tract of Tribal land on the Cowlitz Indian Reservation, with the full authority to develop, construct, operate, manage and finance a gaming enterprise and associated hotel, resort and entertainment and related facilities owned by the Tribe; and

**WHEREAS**, Public Utility District #1 of Clark County (the "PUD") is a Washington State public utility district that provides water and electrical utility services in the area in which the Reservation is located; and

**WHEREAS**, the Tribe and the CTGA wish to acquire water and power services from the PUD, construct certain infrastructure improvements, and pay costs and fees associated with these services; and

**WHEREAS**, the Parties agree it is in their best interests to enter into Intergovernmental Agreements pursuant to RCW Chapter 39.34 for these utility services; and

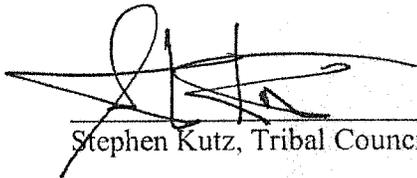
**WHEREAS**, the Parties agree that the Tribe will provide limited waivers of its sovereign immunity only to the extent necessary to enforce such Agreements; and

**WHEREAS**, the Tribe has reviewed the Intergovernmental Agreement with the PUD for Water Services, attached hereto as Exhibit A, and the the Intergovernmental Agreement with the PUD for Power Services, attached hereto as Exhibit B;

**NOW, THEREFORE BE IT RESOLVED** by the Tribal Council of the Cowlitz Indian Tribe that the Tribe hereby approves the attached Intergovernmental Agreements for Water and Power Services, grants limited waivers of sovereign immunity exclusively to the PUD under the terms and conditions set forth in the Agreements, and authorizes the Chairman of the Cowlitz Indian Tribe to execute the Water and Power Service Agreements in a form substantially similar to the attached documents.

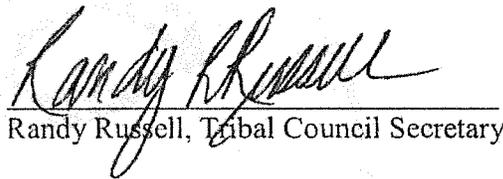
**CERTIFICATION**

The foregoing resolution was adopted 07 MAY, 2016, at a duly called meeting of the Cowlitz Tribal Council by a vote of 18 for, 0 against, and 0 abstaining.



---

Stephen Kutz, Tribal Council Chair



---

Randy Russell, Tribal Council Secretary

# EXHIBIT F

Meeting of Commissioners of  
Public Utility District No. 1 of Clark County, Washington  
May 24, 2016

A meeting of Commissioners of Public Utility District No. 1 of Clark County was held in the District offices, 1200 Fort Vancouver Way, Vancouver, Washington, on Tuesday, the 24<sup>th</sup> day of May at the hour of 9:00 a.m.

Present: President Nancy Barnes, Vice President Jane Van Dyke, Secretary Jim Malinowski, Commissioners; CEO/General Manager Wayne Nelson, Director of Finance Rick Dyer, Director of Operations Dan Krebs, Director of Water Doug Quinn, Director of Customer Service Lisa Fix, Director of Engineering Cal Morris, Director of Communications Lena Wittler, Director of Energy Resources Dan Bedbury, Director of Information Services Mike Harris, Corporate Communications Manager Erica Erland, Manager of Energy Planning and Operations Tom Haymaker, Materials and Purchasing Manager Cathy Wannamaker, Civil Engineer – Water Barry Lovingood, Customer Service Manager Robert Hill, Work Group Leader Sharon Williamson, Manager of Construction Design David Tetz, Substation Working Foreman Travis Hefely, Senior Legal Counsel John Eldridge, Senior Policy and Contracts Analyst Brenna Moore, Construction Coordinator Ellen Smart, Serviceman Arvo Heiskari, Water Quality Specialist John Roth, and Assistant to CEO/General Manager Margaret Anderson.

Press Representatives: None

Others Present: Mike Lyons, John Nelson, Bob Cone (Materials A)

The order of business recorded below reflects the published agenda (Materials B)

At 9:00 a.m., President Barnes called the meeting to order for the transaction of formal business.

#### **Consideration of the Minutes of May 10, 2016**

There were no changes or corrections

### **Consideration of Accounts Payable**

The Board, by a unanimous vote, approved the following payment amounts as listed on the Letter of Transmittal dated May 24, 2016 from the District Auditor:

Electric Revenue Fund - \$18,990,619.13

Water Revenue Fund - \$256,461.92

Generating System Fund - \$871,953.76

For a total of \$20,119,034.81

### **Recognition of Employee Service Awards**

Director of Engineering Cal Morris introduced Travis Hefley, Substation Working Foreman. Travis was recognized for 35 years of service with the utility.

Director of Operations Dan Krebs introduced Arvo Heiskari, Serviceman. Arvo was recognized for 35 years of service with the utility.

Director of Customer Service Lisa Fix introduced Robert Hill, Customer Service Manager. Robert was recognized for 25 years of service with the utility. Ms. Fix also introduced Sharon Williamson, Work Group Leader. Sharon was recognized for 25 years of service with the utility.

The board thanked all the employees for their service to the utility (Materials C).

### **Consideration of Bid Award #987 – Paradise Point Water Transmission Main**

Materials & Purchasing Manager Cathy Wannamaker reviewed the memo dated May 24, 2016, which detailed the bid results (Materials D). Commissioner Malinowski moved to recommend that Bid No. 987 be awarded to Rotschy Inc., in the amount of \$1,137,891.50 plus applicable taxes. Commissioner Van Dyke seconded the motion. The motion passed unanimously.

**Consideration of Interlocal Agreement with the Cowlitz Tribe for Electric Services**

Director of Engineering Cal Morris reviewed the Intergovernmental Agreement between the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and Clark Public Utilities (Materials E). The agreement covers the installation and modification of the utility's electric facilities to serve the Cowlitz Tribe's new casino, currently under construction. The Cowlitz Tribe will pay for a share of each of the projects as outlined in the agreement totaling an estimated \$4.7 million.

Commissioner Van Dyke moved to approve the Power Services Intergovernmental Agreement with the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and authorize the General Manager to execute the agreement. Commissioner Malinowski seconded the motion and it passed unanimously.

**Consideration of Interlocal Agreement with the Cowlitz Tribe for Water Services**

Director of Water Doug Quinn reviewed the Intergovernmental Agreement between the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and Clark Public Utilities (Materials F). The agreement covers property access and the installation of water facilities necessary for the utility to serve the Cowlitz Tribe's new casino, currently under construction. Overall cost of the system improvements is estimated at \$4 million with the Cowlitz Tribe contributing an estimated \$3.5 million.

Commissioner Malinowski moved to approve the Water Services Intergovernmental Agreement with the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and authorize the General Manager to execute the agreement. Commissioner Van Dyke seconded the motion and it passed unanimously.

The board thanked staff for their years of hard work on this large project, and for interacting with the Cowlitz Tribe in a positive manner. CEO/General Manager Wayne Nelson also thanked staff for their diligence throughout the process to provide Electric and Water services to the property.

### **Review of 2014 I-937 Renewable Energy Compliance Report**

Senior Policy and Contracts Analyst Brenna Moore addressed the board (Materials G). Ms. Moore reported that the State Auditor finalized the review of our 2014 renewable resource targets on April 20, 2016. Following that review, the utility will submit a revised report to the Department of Commerce on June 1, 2016 that reflects changes to our Renewable Energy Credit retirement sequence.

### **Consideration of 2016 Renewable Targets**

Senior Policy and Contracts Analyst Brenna Moore reviewed the memo dated May 20, 2016, outlining Clark Public Utilities' 2016 annual reporting under Renewable Energy Target requirements of the Washington State Energy Independence Act (Materials H). Ms. Moore reviewed the three compliance options; Clark Public Utilities will use the 4% cost cap option for 2016.

Commissioner Van Dyke moved to approve the policies, data and methodology for Clark Public Utilities' reporting compliance for 2016 under Renewable Energy Target requirements of the Washington State Energy Independence Act, RCW 19.285. Commissioner Malinowski seconded the motion and it passed unanimously.

### **Consideration of Bonneville Power Administration Block or Slice Product**

CEO/General Manager Wayne Nelson recapped previous BPA contract conversations with the board and stated that staff had nothing new to report on this topic. Commissioner Malinowski moved to affirm that the utility will continue with the Bonneville Power Administration Slice/Block product. Commissioner Van Dyke seconded the motion and it passed unanimously.

### **Consideration of Transfer of Uncollected Debt**

Customer Service Manager Robert Hill addressed the board regarding the uncollectable debt for the second half of 2015 (Attachment I). Mr. Hill stated that recoveries continue to increase; they are up 14% compared to a five year average. The percentage of net losses from closed accounts to revenue is .37%, which is below the industry standard of .87%. Mr. Hill reported on debt trends: gross debt should remain steady over the next 12 months, bankruptcy totals are trending downward, and GOSP adjustments are down for 2015. Clark continues to compare favorably across the industry with account delinquency. Following the presentation, staff

recommended the board approve charging \$830,273 to uncollectable debt for the second half of 2015. Commissioner Van Dyke moved to transfer \$830,273 to uncollectable debt for the second half of 2015. The motion was seconded by Commissioner Malinowski and passed unanimously.

#### **April Financials**

Director of Finance Rick Dyer addressed the board (Materials J). April had warmer and drier weather on average. System sales were below budget, and off system sales were above budget. April residential sales were 85.4% of budget; commercial sales 101.8% of budget and industrial sales were 103% of budget. Residential sales in the month of April proved to be the lowest in four years.

For the month of April, the Electric System showed a net income of \$1.1 million compared to a budgeted net income loss of \$302,000. Residential customer growth for April was 2.38%. Mr. Dyer provided an update on conservation spending to date, noting that a large project coming in later in the year is expected to take up the bulk of the funds.

The Water System has added 295 new customers year to date resulting in a growth rate of 2.67%. There was a net income loss in April of \$143,000 against a budgeted net income loss of \$318,000.

#### **April Wholesale Operations**

Manager of Energy Planning and Operations Tom Haymaker addressed the board (Materials K). Slice performed above both prompt month forecast and budget forecast. Loads were below budgeted forecast due to mild temperatures. Prices showed a little volatility and some negative pricing for the first time this year. The scheduled maintenance at River Road Generating Plant is running behind schedule and the plant will likely restart in mid-June.

Mr. Haymaker also reported that Combine Hills scheduling has been moved to be included in our current contract with The Energy Authority which will likely save us a significant amount of money. Lastly, he noted that Clark Public Utilities is required to update its Integrated Resource Plan this year, and Mr. Haymaker reviewed a timeline for that process.

**Commissioner Reports**

Commissioner Malinowski reported on his attendance at the Northwest Public Power Administration Annual Meetings.

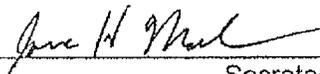
Commissioner Van Dyke reported on her attendance at the Columbia River Economic Development Council where a local consulting firm provided a presentation regarding I-732.

**Staff Reports**

There were no staff reports.

**Other Business before the Board**

There being no further business before the Board, the meeting was adjourned at 10:50 a.m.

  
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Secretary