

RESOLUTION No. 21-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK
APPROVING A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF
OMAK, OKANOGAN COUNTY FIRE PROTECTION DISTRICT NUMBER
THREE AND COLVILLE TRIBAL GAMING LLC**

WHEREAS, Colville Tribal Gaming LLC has constructed and is preparing to open a new facility known as the 12 Tribes Resort and Casino; and

WHEREAS, the location of the facility is outside of the Omak City Limits, but is within the exterior boundaries of Okanogan County Fire Protection District No. 3; and

WHEREAS, as a Tribal owned property situated on Trust Lands, this property is exempt from paying property taxes; and

WHEREAS, the parties have negotiated a Fire Protection Agreement between Colville Gaming LLC, the City of Omak, and Okanogan County Fire Protection District No. 3 that provides that Colville Tribal Gaming will pay for fire and emergency service responses to the Resort / Casino facility by paying an amount equal to the 2015 Fire District No. 3 property tax assessment on a facility value established as \$36,000,000; and

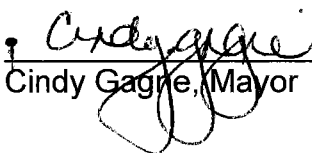
WHEREAS, the agreement provides that the payment will be divided between the City of Omak and Fire Protection District No. 3 on a 50% - 50% basis; and

WHEREAS, the Agreement further provides that the payment will be made annually to the City of Omak and the City will then issue a check to the District for their share of the annual payment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Fire Protection Agreement, between the City of Omak, Okanogan County Fire Protection District No. 3 and Colville Tribal Gaming LLC, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND APPROVED by the City Council of the City of Omak this 1st day of June, 2015.

APPROVED:


Cindy Gagne, Mayor

ATTEST:


Kathy Lobdell, City Clerk

APPROVED AS TO FORM:

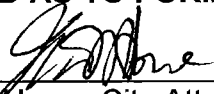

Michael D. Howe, City Attorney

EXHIBIT A

FIRE PROTECTION AGREEMENT

1. Parties.

This Agreement for Fire Protection Services, hereinafter "Agreement" is hereby entered into effective June 1st, 2015 by Colville Gaming LLC of Omak, Washington, hereinafter "Colville Gaming", the City of Omak Fire Department, hereinafter "City", and Okanogan County Fire Protection District #3, hereinafter "Fire District".

2. Purpose.

The purpose of this Agreement is to provide fire protection services for Colville Gaming LLC property located at 28968 Highway 97, Omak, Washington in the event of fires or other local emergencies.

3. Consideration.

In consideration of certain mutual benefits to Colville Gaming, the City and Fire District, the parties hereby agree as follows:

A. The City and Fire District agrees to provide fire protection services for Colville Gaming properties located at 28968 highway 97, Omak, Washington in the event of fires and other local emergencies.

B. In return for such services, Colville Gaming agrees to remit payment of 0.546992 per thousand dollars based on the complex value of \$36,000,000.00. The first payment shall be due on or before June 1st, 2015. Each successive payment will be due on or before June 1st of each year. Said amount shall be sent to the City payable to the City of Omak and distributed by the City with 50% going to the Fire District.

4. The City and Fire District shall be sole judges of the most expeditious and efficient manner of handling and responding to calls for service and the rendering of fire protection services. The respective Fire Departments of the City and Fire District shall be required to use only reasonable diligence and make a reasonable effort to respond to calls at the Colville Gaming property, in the same manner as if the Colville Gaming property was within the respective protection areas of the City and Fire District.

5. Colville Gaming shall furnish such quantities of water as the City and Fire District may require or be able to use in its firefighting operations at the Colville Gaming property. The City and Fire District shall not be held liable or deemed negligent for any lack of sufficient quantities of water available at the Colville Gaming property in its firefighting activities as required under this Agreement.

6. Colville Gaming agrees to waive any claim against the City of Omak and/or the Fire District that may arise as a result of this agreement, or the performance under this agreement, and further agrees to save, defend, indemnify and hold harmless the City and the Fire District from any and all claims, suits and liability for damages of any kind, nature, or description occasioned by the City or Fire District's performance under this agreement or which may arise as a result of this agreement other than those caused by the negligent acts of the City or the Fire District.

7. Modification.

This Agreement shall not be modified in any way without the written consent of both parties.

8. Termination of Agreement.

This Agreement may be terminated by either party, provided that written notice of such intent is made to the affected party(s) not less than ninety (90) days prior to the effective date of such termination.

9. Attorney's Fees and Costs.

In the event a claim or action is initiated as a result of an unresolved dispute arising from this Agreement, the prevailing party to such claim or action shall be entitled to reimbursement from the non-prevailing party for all costs, including attorney's fees, incurred by the prevailing party, whether such costs are incurred with or without litigation or on appeal.

10. Governing Law.

Both parties agree that this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Washington. Any action arising from this Agreement shall be filed in the Superior Court in Okanogan, Washington.

11. Approval by Authorized Officials.

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed hereby by their proper officers this _____ day of _____, 2015.

CITY OF OMAK

By: _____

Title: _____

Date: _____

OKANOGAN COUNTY FIRE PROTECTION DISTRICT #3

By: _____

David Goetz, Commissioner

Date: _____

By: _____

Mike Cusick, Commissioner

Date: _____

By: _____

Audie Gann, Commissioner

Date: _____

Colville Gaming LLC

By: *Randy White*

Title: COO

Date: 5-14-15