

ADDENDUM #2 TO 2018 INTERLOCAL AGREEMENT
BETWEEN
THE SWINOMISH INDIAN TRIBAL COMMUNITY
AND
LA CONNER SCHOOL DISTRICT

THIS ADDENDUM is entered into by and between the Swinomish Indian Tribal Community, 11404 Moorage Way, La Conner, WA, 98257, a federally recognized Indian Tribe organized pursuant to section sixteen of the Indian Reorganization Act of 1934 ("Tribe"), and La Conner School District, PO Box 2103, La Conner, WA, 98257 ("LCSD").

1. Purpose and Effect of Addendum

This Addendum amends the Inter local Agreement ("2018 Interlocal Agreement") entered into on June 20, 2018 between the Tribe and LCSD. The Addendum memorializes the Tribe's forthcoming 2019 contribution(s) to the School District from Swinomish Use & Occupancy Tax revenue, as approved on December 4, 2018 by Swinomish Indian Senate Resolution No: 2019-12-291. Except for the terms specifically provided herein that itemize contributions to be made by the Tribe to LCSD in 2020, all terms of the 2018 Interlocal Agreement remain in full force and effect and are not altered in any fashion by this Addendum.

2. Use & Occupancy Tax Contributions

The following are the contribution amounts approved by the Senate:

- a) \$500,000.00
- b) \$100,000.00 Year 3 of the 5-year agreement for roofing repairs.
- c) \$ 60,000.00 For projects selected by LCSD and invoiced to Swinomish Tax Authority.

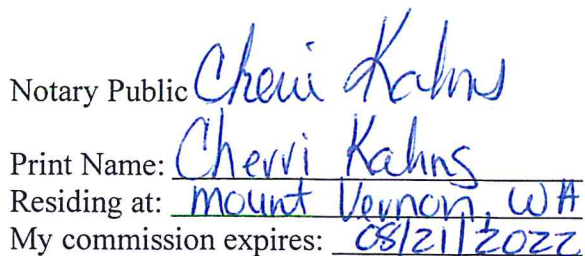
3. Payout Schedule

Contribution amounts will be paid out pursuant to Section 3 of the 2018 Interlocal Agreement.

4. Effective Date

This Addendum will become effective on the last date signed below.

IN WITNESS WHEREOF, we the undersigned have executed this Addendum.



SWINOMISH INDIAN TRIBAL COMMUNITY:

Brian Cladoosby

M. Brian Cladoosby, Chairman
Swinomish Tribal Senate

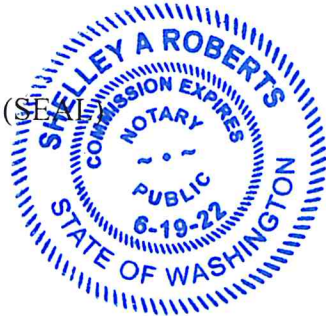
(Date: 1-21, 2020)

Mailing Address:
11404 Moorage Way
La Conner, WA 98257

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that M. Brian Cladoosby is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman of the Swinomish Tribal Senate, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 21st day of January, 2020.



Notary Public

Shelley A. Roberts

Print Name: Shelley A. Roberts
Residing at: Mt. Vernon, WA
My commission expires: 6-19-2022

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ADDENDUM #1 TO 2018 INTERLOCAL AGREEMENT
BETWEEN
THE SWINOMISH INDIAN TRIBAL COMMUNITY
AND
LA CONNER SCHOOL DISTRICT

THIS ADDENDUM is entered into by and between the Swinomish Indian Tribal Community, 11404 Moorage Way, La Connor, WA, 98257, a federally recognized Indian Tribe organized pursuant to section sixteen of the Indian Reorganization Act of 1934 ("Tribe"), and La Conner School District, PO Box 2103, La Conner, WA, 98257 ("LCSD").

1. Purpose and Effect of Addendum

This Addendum amends the Interlocal Agreement ("2018 Interlocal Agreement") entered into on June 20th 2018 between the Tribe and LCSD. The Addendum memorializes the Tribe's forthcoming 2019 contribution(s) to the School District from Swinomish Use & Occupancy Tax revenue, as approved on December 4th 2018 by Swinomish Indian Senate Resolution No: 2018-12-270. Except for the terms specifically provided herein that itemize contributions to be made by the Tribe to LCSD in 2019, all terms of the 2018 Interlocal Agreement remain in full force and effect and are not altered in any fashion by this Addendum.

2. Use & Occupancy Tax Contributions

Contribution amount(s) approved by the Senate:

- a) \$500,000.00
- b) \$100,000.00 Year 2 of the 5-year agreement for roofing repairs
- c) \$60,000.00 Half of the cost for the After School Program

3. Payout Schedule

Contributions will be paid out pursuant to Section 3 of the 2018 Interlocal Agreement.

4. Effective Date

This Addendum will become effective on the last date signed below.

IN WITNESS WHEREOF, we the undersigned have executed this Addendum.

SWINOMISH INDIAN TRIBAL COMMUNITY:

Brian Cladoosby

M. Brian Cladoosby, Chairman
Swinomish Tribal Senate

(Date: May 7, 2019)

Mailing Address:

11404 Moorage Way
La Conner, WA 98257

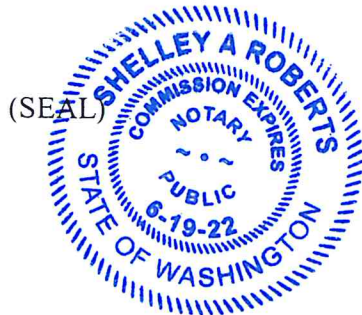
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that M. Brian Cladoosby is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman of the Swinomish Tribal Senate, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 7th day of May, 2019.



Notary Public

Shelley A. Roberts

Print Name: Shelley A. Roberts

Residing at: Mt. Vernon, WA

My commission expires: 6-19-22

THIS SPACE INTENTIONALLY LEFT BLANK

DATED this 8th day of April, 20 19.

BOARD OF LA CONNER SCHOOL DISTRICT

Janie Beasley
Janie Beasley, Chair

Dr. Lynette Cram
Dr. Lynette Cram

Brad Smith
Dr. Brad Smith, Vice-Chair

Susan Deyo
Susan Deyo

Kate Szurek
Kate Szurek

Approved as to content:

Whitney Meissner
Whitney Meissner, Superintendent

Attest:
Cheri L Kahns
Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kate Szurek, Susan Deyo, Janie Beasley, Dr. Brad Smith, and Dr. Lynette Cram is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized to execute the instrument and acknowledged it, as Board of La Conner School District, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 8th day of April, 2018.



Notary Public

Print Name: Cheri L Kahns
Residing at: Mount Vernon
My commission expires: 08-21-2022

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN LA CONNER SCHOOL DISTRICT AND THE
SWINOMISH INDIAN TRIBAL COMMUNITY
CONCERNING THE ASSESSMENT, COLLECTION AND DISTRIBUTION OF
SWINOMISH TRUST IMPROVEMENT USE AND OCCUPANCY TAXES

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the Swinomish Indian Tribal Community, a Federally recognized Indian tribe (herein the "Tribe") and the La Conner School District, a political subdivision of the State of Washington (herein "LCSD") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. LCSD and the Tribe may be individually referred to herein as a "Party", and collectively referred to herein as the "Parties."

WHEREAS:

1. Skagit County (herein "County"), on behalf of itself, the State of Washington, and local taxing districts, assessed the value of permanent improvements on land owned by the United States and held in trust for the Tribe and Indians within the Swinomish Indian Reservation ("Swinomish Reservation"), issued notices and tax bills to the owners of such improvements for payment of tax on the improvements to be paid in years prior to and including 2014, either in April 2014 (full year payment) or in April 2014 and October 2014 (half-year payments), and collected, received, enforced and distributed such taxes to the State, County and local taxing districts.
2. On July 30, 2013, the United States Court of Appeals for the Ninth Circuit issued its decision in *Confederated Tribes of the Chehalis Reservation v. Thurston County Board of Equalization*, 724 F.3d 1153, also known as the "Great Wolf Lodge decision," ruling that Washington state and local taxes may not be imposed on permanent improvements on land owned by the United States and held in trust for Indians, without regard to the ownership of the improvements.
3. On March 31, 2014, the Washington State Department of Revenue issued Property Tax Advisory 1.1.2014, concluding that state and local governments cannot assess property tax on permanent improvements built on land held in trust by the United States for Indians.
4. In order to help maintain continuity of services and budget predictability, the Tribe and the County agreed through an Interlocal Cooperative Agreement to take joint and cooperative action to provide certainty and stability to affected local taxing districts concerning tax revenues received in and/or for tax years 2011, 2012, 2013 and 2014 that were based on and taxed the value of permanent improvements on trust land within the Swinomish Indian Reservation.
5. Similarly, in order to help maintain continuity of services and budget predictability, the Tribe and LCSD agreed through an Interlocal Cooperative Agreement to take joint and cooperative action to provide certainty and stability concerning tax revenues received in and/or for tax years 2011, 2012, 2013 and 2014 that were based on and taxed the

value of permanent improvements on trust land within the Swinomish Indian Reservation.

6. The Tribe and LCSD continue to desire to take joint and cooperative action to help reduce disruption in the transition between State and County taxation of improvements on trust land to Tribal taxation.
7. To further these goals, the Tribe has adopted the Swinomish Trust Improvement Use and Occupancy Tax Code (herein "Trust Improvement Tax Code") imposing taxes on the use and occupancy of permanent improvements on trust lands within the Swinomish Reservation based upon the Tribe's assessed value of those improvements.
8. To the extent LCSD receives supplemental funding, such as through levy equalization or an alteration in the State's funding mechanism for school districts, the Parties agree to negotiate in good faith as to whether an adjustment is appropriate to the Tribe's contribution under this Agreement.
9. In building upon the Parties' commitment to joint and cooperative action and mutual goals of reducing disruption in the transition between State and County taxation of improvements on trust land to Tribal taxation and maintaining continuity of services and budget predictability embodied in the Parties' 2014 Interlocal Cooperative Agreement, the Parties reaffirm the goals and purposes of that Agreement and commit to the shared goal of establishing staff working groups to exchange information and engage in consultation regarding future funding opportunities, cooperative action and agreements related to Tribal educational funding. The Parties collectively recognize the importance of such consultation and collective action and hope to strengthen and maintain strong ties and bonds through mutual support, direct communication and continuity of services.

NOW, THEREFORE, in order to jointly and cooperatively address and accomplish the foregoing, the Parties agree to the following:

1. **PURPOSE:** The purpose of this Agreement is to present and establish the respective responsibilities and obligations of the Parties regarding the collection, distribution, and application of the Trust Improvement Tax to LCSD's educational mission and to further the Parties' shared goals of ensuring all LCSD students receive high-quality, first-rate educational instruction and opportunities.

1.1 The Parties agree that the Trust Improvement Tax Code is a necessary, lawful and valid exercise of the Tribe's power, authority and jurisdiction.

2. **TERM OF AGREEMENT:** This Agreement shall become effective upon the date that both Parties have approved and executed the Agreement. The term of this Agreement shall be through the earlier of December 31, 2020 or the date on which all payments are made pursuant to Paragraph 3.1 of this Agreement, unless sooner terminated pursuant to the terms herein.

3. RESPONSIBILITIES.

3.1 Responsibilities of the Tribe

3.1.1 The Tribe agrees to pay to LCSD the total amount of \$400,000.00 from revenues received by the Tribe pursuant to assessments in 2018 of taxes owing under the Trust Improvement Tax. To the extent LCSD receives levy equalization funding from the State of Washington, the Parties agree to negotiate in good faith as to whether an adjustment is appropriate to the Tribe's contributions under this Agreement.

3.1.2 The Tribe's first payment to LCSD will be made in June 2018 in an amount calculated as follows:

- (a) dividing the amount of the 2018 Trust Improvement Tax revenues received by the Tribe, as of May 31, 2018, by the total 2018 Trust Improvement Tax revenues assessed by and owing to the Tribe, and
- (b) multiplying the resulting fraction times \$400,000.00.

3.1.3 The Tribe's second payment will be made in December 2018 in an amount calculated as follows:

- (a) dividing the amount of the 2018 Trust Improvement Tax revenues received by the Tribe, as of November 30, 2018, by the total 2018 Trust Improvement Tax revenues assessed by and owing to the Tribe, and
- (b) multiplying the resulting fraction times \$400,000.00, and
- (c) subtracting the amount previously paid by the Tribe to LCSD pursuant to Paragraph 3.1.2 of this Agreement.

3.1.4 If the Tribe has not received sufficient 2018 Trust Improvement Tax revenues by November 30, 2018 to pay LCSD a total of \$400,000.00 in and by December 2018, then the Tribe shall, subject to subparagraph (b) below, periodically pay LCSD additional amounts that Tribal receipts of additional 2018 Trust Improvement Tax revenues may allow, until such time as no further 2018 revenues are received by the Tribe or when LCSD has been paid a total of \$400,000.00.

- (a) The amount of the additional payments shall be calculated in a manner consistent with the formula in Paragraph 3.1.3, utilizing an appropriate date after November 30, 2018 to determine the revenues receipts for purposes of such calculations.
- (b) After December 31, 2020, periodic payments of the 2018 contribution will be suspended until such time as the Tribe has utilized tax lien foreclosure proceedings on all properties with taxes delinquent for a period of at least two years and the Tribe has

received payment in full of all such 2018 delinquent taxes. At that time, LCSD will be paid the remaining unpaid amount contributed by this Agreement.

3.1.5 The Tribe agrees to pay additional amounts toward the funding of various projects as follows:

- (a) \$100,000.00 per year for 5 years toward the cost of roof replacement for the gym;
- (b) \$40,000.00 one-time payment which is one-half the cost of bleacher replacement, with bleachers to contain words in Lushootseed on the risers;
- (c) \$30,000.00 one-time payment to replace the sound system in the gym.

These amounts are to be utilized by LCSD solely and exclusively for the enumerated purposes. The bleacher and sound system payments will be paid out upon receipt of an invoice from LCSD.

3.1.6 The Tribe acknowledges its shared interest with LCSD in providing an educational curriculum that includes Native American history, culture, language and government in Washington State in general and in the geographic area served by the LCSD, particularly the Swinomish Indian Reservation, by providing information and assistance to LCSD in fully implementing the following according to a schedule agreed upon in good faith between the Tribe and LCSD:

- (a) Customizing the LCSD's "Since Time Immemorial" curriculum as follows:
 - (1) by incorporating material concerning Native Americans in the geographic area served by the LCSD, particularly the Swinomish Indian Reservation;
 - (2) by developing other classes such as freshman research, English/Language Arts and electives;
- (b) Teaching and giving second-language credit for Lushootseed for grades K-12.

3.1.7 The Tribe acknowledges that the implementation of the customized "Since Time Immemorial" curriculum and the teaching and giving of second-language credit for Lushootseed as discussed above requires historical, cultural and linguistic resources that may not currently be readily available to LCSD. The Tribe will work to assist with gathering, obtaining as necessary and providing such resources for the implementation of the customized "Since Time Immemorial" curriculum and the teaching and giving of second-language credit for Lushootseed. LCSD's implementation of that curriculum and the second-language teaching and credit for

Lushootseed is dependent upon the Tribe assisting with gathering, obtaining and providing such resources to LCSD.

3.2 Responsibilities of LCSD

3.2.1 In accordance with the mutual responsibilities provided in Paragraph 9, LCSD acknowledges its shared interest with the Tribe in public support of and compliance with the Trust Improvement Tax so as to provide certainty and stability to LCSD and the Tribe. In order to further those interests, LCSD will act consistent with RCW 42.17A.555, WAC 390-05-271 and WAC 390-05-273 to provide the public with information regarding the Trust Improvement Tax.

3.2.2 LCSD acknowledges its shared interest with the Tribe in providing an educational curriculum that includes Native American history, culture, language and government in Washington State in general and in the area served by the LCSD, particularly the Swinomish Indian Reservation. As described and acknowledged by the Tribe in Paragraph 3.1.6, LCSD may not currently have historical, cultural and linguistic resources readily available to implement the customized curriculum as described in Paragraph 3.1.5. If the Tribe is able to assist with gathering, obtaining as needed and providing such resources, LCSD will implement the customized curriculum as described in Paragraph 3.1.5 by implementing the following according to a schedule agreed upon in good faith between the Tribe and LCSD:

(a) Customizing the LCSD's "Since Time Immemorial" curriculum as follows:

(1) by incorporating material concerning Native Americans in the area served by the LCSD, particularly the Swinomish Indian Reservation;

(2) by developing other classes such as freshman research, English/Language Arts and electives;

(b) Teaching and giving second-language credit for Lushootseed for grades K-12.

3.2.3 LCSD agrees to provide the Tribe with:

(a) an estimated annual LCSD budget at the time they submit their contribution request, and

(b) such information concerning LCSD finances and services as the Tribe may reasonably request.

3.3 Any contribution amounts that may be authorized by the Swinomish Senate for years after 2018 under this Interlocal Agreement will be memorialized in annual Addenda

executed by the parties with the same formality as this Interlocal Agreement and shall be paid out pursuant to and in accordance with this Paragraph 3.1.

- (a) Periodic payments of such future contributions that are unpaid as of December 31 of the third year after assessment of the taxes from which the contribution is authorized will be suspended and paid in a manner consistent with Paragraph 3.1.4(b).

3.4 LCSD agrees that any future funds contributed in subsequent years will be utilized only for such purposes as may be specified in the Addendum for such year.

4. COSTS AND EXPENSES: Each Party shall each be solely responsible for all of its own costs and expenses of carrying out the activities and obligations which that Party assumed pursuant to the terms of this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

5.1 LCSD's representative shall be:

Superintendent of the La Conner School District
305 N. 6th Street
PO Box 2103
La Conner, WA 98257
Phone: (360) 466-3171
Email: wmeissner@lc.k12.wa.us

5.2 The Tribe's representative shall be:

Swinomish Tax Administrator
PO Box 679
11404 Moorage Way
La Conner, WA 98257
Phone: (360) 542-7622
Email: aneely@swinomish.nsn.us

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of one Party shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party unless specifically stated in this Agreement.

8. NO THIRD-PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners or taxpayers on trust land within the Swinomish Reservation, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. MUTUAL DEFENSE OF AGREEMENT:

9.1 The Parties acknowledge that the Trust Improvement Tax and actions taken or obligations assumed by the Parties pursuant to, in accordance with or related to this Agreement may be subjected to legal challenge(s). The Parties acknowledge their shared interest in upholding the legality of such Tax and this Agreement, and actions and obligations undertaken pursuant to the Tax and this Agreement, so as to provide certainty and stability to LCSD and the Tribe concerning anticipated tax revenues for 2018.

9.2 The Parties agree that each will, upon the written request of the other, participate in good faith in any litigation challenging one or both Parties' actions taken or obligations assumed pursuant to, in accordance with or related to this Agreement or the Trust Improvement Tax Code, in order to defend such actions, obligations, Agreement and Tax. The nature of a Party's participation in such litigation may be through intervention or as a friend of the court, or other form of participation to be determined by the participating Party. The Parties agree that they will discuss in good faith the nature of each other's participation, but that each Party retains the authority and discretion to determine the form of its participation pursuant to this Paragraph.

10. INDEMNIFICATION: Except as provided to the contrary herein, each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability for the wrongful and/or negligent acts or omissions of the indemnifying Party or of the indemnifying Party's officials, officers, agents, or employees. It is further provided that no liability shall attach to the Tribe or LCSD by reason of entering into this Agreement except as expressly provided herein.

11. MATERIAL BREACH AND TERMINATION: In the event of a material breach of this Agreement by either Party that is not cured within forty-five (45) days of receipt of written notice of the claimed breach (and such additional reasonable time as may be agreed upon by the Parties), the non-breaching Party hereto may terminate this Agreement by giving sixty (60) days notice in writing of the uncured breach either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's last known address. Any claim of a material breach or any notice of termination shall be subject to dispute resolution in accordance with Paragraph 18. If such dispute resolution is invoked, the termination of the Agreement shall not be effective until the completion of the dispute resolution proceedings resulting in a final order directing termination of the Agreement.

12. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties

hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

13. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances, or any term of the Trust Improvement Tax Code, is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the Parties shall continue in full force and effect.

15. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

16. CAPTIONS AND COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

18. DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

18.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Washington State and any applicable Federal law. Venue for the Washington State Superior Court shall be Skagit County, Whatcom County, or Snohomish County pursuant to the terms of this Agreement.

18.2 Arbitration. Any controversy, claim or dispute concerning the making, formation, validity, obligations under or breach of this Agreement and issues related to the existence, interpretation and enforceability of the arbitration provisions of this Agreement, shall be subject to mandatory arbitration conducted by a single arbitrator in either Skagit or King County, whichever is most efficient for the Parties and the arbitrator.

18.2.1 Arbitration under this Paragraph 18 shall be governed by the Washington Uniform Arbitration Act, RCW 7.04A; provided, however, that the

consolidation provisions in RCW 7.04A.100, and punitive damages provisions in RCW 7.04A.210(1),(5) are not applicable to any arbitration under this paragraph; and provided further that the remaining provisions in RCW 7.04A.210 are subject to Subparagraph 18.4 of this Agreement.

18.2.2 A competent arbitrator shall be chosen by agreement of the Parties. If the Parties are unable to agree on an arbitrator within thirty (30) calendar days of a Party demanding arbitration, either Party may request that a judge of the Washington State Superior Court appoint an arbitrator. Each Party shall initially pay one-half the arbitrator's fee but the prevailing Party shall be awarded its share of such fees, in addition to its reasonable attorneys' fees, costs and expenses.

18.2.3 The Parties may jointly agree to stay mandatory arbitration proceedings pending voluntary mediation of the controversy, claim or dispute before a mediator jointly chosen by the Parties.

18.3 Compelling, Enforcing, Reviewing, Modifying and Confirming Arbitration. The Parties agree that pursuant to Subparagraph 18.2 of this Agreement and in accordance with RCW 7.04A the Washington State Superior Court shall have the authority to compel or enforce arbitration and to review, modify or confirm an arbitration award. In the event that any such judicial proceedings are initiated, the prevailing Party shall be entitled to its reasonable attorney's fees and costs incurred in compelling arbitration or confirming an arbitration award. To the extent that the Superior Courts of the State of Washington are determined not to have jurisdiction over this Agreement and its enforcement, the arbitration award herein may, in the alternative, be enforced in the U.S. District Court for the Western District of Washington pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

18.4 Limited Waiver of Sovereign Immunity. Except as expressly provided in this Paragraph 18, nothing in this Agreement is intended to be or shall constitute or shall be construed as a waiver, limitation or modification of the sovereign immunity of the Swinomish Indian Tribal Community from unconsented suit. The Tribe hereby waives its sovereign immunity only with regard to arbitration proceedings or proceedings in the Washington State Superior Court or U.S. District Court for the Western District of Washington described in this Paragraph 18 ("Dispute Resolution and Limited Waiver of Sovereign Immunity"), entering judgment on an arbitrator's award and enforcing such judgment in Washington State Superior Court (pursuant to Title 6 RCW) or U.S. District Court for the Western District of Washington. This limited waiver relates only to legal actions by LCSD seeking any relief or enforcement of rights authorized by this Agreement and not to legal actions by any other person, corporation, partnership, or entity whatsoever. This limited waiver authorizes relief compelling the Tribe to take action expressly required by this Agreement and/or awarding monetary damages against the Tribe for breach of this Agreement. The Tribe and LCSD agree to maintain Commercial General Liability insurance coverage with limits of liability of at least One Million Dollars (\$1,000,000) during the term of this Agreement. The Tribe and LCSD agree to name each other as additional insureds on the Commercial General Liability insurance policy obtained pursuant to this Agreement and to provide each other

DATED this 14th day of June, 2018.

BOARD OF LA CONNER SCHOOL DISTRICT

LA CONNER SCHOOL DISTRICT
BOARD OF DIRECTORS

JUN 14 2018

APPROVED

Kate Szurek, Chairperson

Janie Beasley
Janie Beasley, Vice-Chairperson

John Thulen

Brad Smith
Dr. Brad Smith

Lynette Cram
Dr. Lynette Cram

Approved as to content:

Whitney Meissner
Whitney Meissner, Superintendent

Attest:

Cheri L Kahns
Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kate Szurek, Janie Beasley, John Thulen, Dr. Brad Smith, and Dr. Lynette Cram is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized to execute the instrument and acknowledged it, as Board of La Conner School District, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 14th day of June, 2018.

(SEAL)



Notary Public

Print Name: Cheri L Kahns
Residing at: Mount Vernon
My commission expires: 10-19-18

ADDENDUM #1 TO 2018 INTERLOCAL AGREEMENT
BETWEEN
THE SWINOMISH INDIAN TRIBAL COMMUNITY
AND
LA CONNER SCHOOL DISTRICT

THIS ADDENDUM is entered into by and between the Swinomish Indian Tribal Community, 11404 Moorage Way, La Connor, WA, 98257, a federally recognized Indian Tribe organized pursuant to section sixteen of the Indian Reorganization Act of 1934 ("Tribe"), and La Conner School District, PO Box 2103, La Conner, WA, 98257 ("LCSD").

1. Purpose and Effect of Addendum

This Addendum amends the Interlocal Agreement ("2018 Interlocal Agreement") entered into on June 20th 2018 between the Tribe and LCSD. The Addendum memorializes the Tribe's forthcoming 2019 contribution(s) to the Library from Swinomish Use & Occupancy Tax revenue, as approved on December 4th 2018 by Swinomish Indian Senate Resolution No. 2018-12-270.

Except for the terms specifically provided herein that itemize contributions to be made by the Tribe to LCSD in 2019, all terms of the 2018 Interlocal Agreement remain in full force and effect and are not altered in any fashion by this Addendum.

2. Use & Occupancy Tax Contributions

Contribution amount(s) approved by the Senate:

- a) \$500,000.00 (General contribution)
- b) \$100,000.00 (Second installment of five-year roofing repair funding agreement)
- c) \$60,000.00 (Fifty percent of after school program costs)

3. Payout Schedule

Contributions will be paid out pursuant to Section 3 of the 2018 Interlocal Agreement.

4. Effective Date

This Addendum will become effective on the last date signed below.

IN WITNESS WHEREOF, we the undersigned have executed this Addendum.

DATED this 8th day of April, 2019.

BOARD OF LA CONNER SCHOOL DISTRICT

Janie Beasley
Janie Beasley, Chair

Dr. Lynette Cram
Dr. Lynette Cram

Brad Smith
Dr. Brad Smith, Vice-Chair

Susan Deyo
Susan Deyo

Kate Szurek
Kate Szurek

Approved as to content:

Whitney Meissner
Whitney Meissner, Superintendent

Attest:

Cheri L Kahns
Clerk of the Board

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kate Szurek, Susan Deyo, Janie Beasley, Dr. Brad Smith, and Dr. Lynette Cram is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized to execute the instrument and acknowledged it, as Board of La Conner School District, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this 8th day of April, 2018.



Notary Public

Print Name: Cheri L Kahns
Residing at: Mount Vernon
My commission expires: 08-21-2022



Mailing Address:
11404 Moorage Way
La Conner, WA 98257

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that M. Brian Cladoosby is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman of the Swinomish Tribal Senate, to be the free and voluntary act of such Party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 20____.

Notary Public

(SEAL)

Print Name: _____
Residing at: _____
My commission expires: _____

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