

## **INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE**

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the Sauk-Suiattle Tribe (hereinafter referred to as the "Tribe"). In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose and Scope of Services. The purpose of this Agreement is to make available to the Tribe equipment maintenance/repair service performed by the County, or under contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW. The County shall provide mechanical maintenance/repair service for vehicles/construction equipment owned by the Tribe as listed in Exhibit "A", which is attached hereto and incorporated herein by this reference. Additional Tribe equipment may be repaired by the County as agreed in writing by the Administrators of this Agreement identified below.
2. Scheduling Work. Whenever the Tribe desires to use the County services to undertake routine maintenance or repair of Tribe vehicles, the Tribe shall notify the County's Everett Shop Supervisor or Communication Repair Technician for scheduling the work. To the extent the Tribe vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis at the County's Shop Supervisor's discretion with emergent repairs being undertaken as soon as reasonably possible.
3. Transportation. The Tribe shall provide for transportation of vehicles/construction equipment to and from the County service location. In situations where the vehicle/equipment is inoperative, the County's Shop Supervisor will determine whether the vehicle/equipment shall be towed to the County location or repaired at the Tribe location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each repair work order shall not exceed Five Hundred and no/100 Dollars (\$500.00) without consultation by the County with the Tribe. The Tribe Administrator, named below, will advise the County whether or not to proceed with specified repairs identified for particular vehicle/equipment when charges exceed the above amount. Equipment repair estimates provided by the County are exactly that, estimates; if repair costs are estimated to exceed the original estimate provided by over \$100, the County will contact the Tribe for permission to proceed with repairs.

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5. Standard Specifications and Preventive Maintenance Schedule. Whenever the County has standard specifications in place for supplies or services requested by the Tribe, the County shall use such specification in replacing parts and/or performing services requested. The County's Preventive Maintenance schedule shall be used for Tribe equipment.
6. Service Location. Services on Tribe vehicles shall be performed at the County's Everett location unless specific circumstances warrant the use of other necessary locations.
7. Wage Requirements. The County shall conduct the service in compliance with County wage requirements. Rates may vary in years subsequent to the initial year of this Agreement based upon the actual cost to the County and as provided in a written annual letter of notification to the Tribe issued pursuant to subsection 7.1.d. of this Agreement.

7.1. Compensation. Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually through the County Council budget process and formally distributed by December 1st of the calendar year.

a. County inventory parts shall be supplied at cost + 40% for services provided in calendar year 2016 to 2020, and, if applicable, any extended term.

b. During calendar year 2016, County labor shall be provided at a cost of Ninety Seven and 50/100 Dollars (\$97.50) per hour for passenger car/light-duty vehicle repair services provided in calendar years 2016 to 2020; One Hundred Seventeen and 50/100 Dollars (\$117.50) per hour for heavy truck and equipment repair services provided in calendar years 2016 to 2020; Ninety Seven and 50/100 Dollars (\$97.50) per hour for radio and radar repair services provided in calendar years 2016 to 2020; and Sixty and 00/100 Dollars (\$60.00) per hour for small power equipment repair provided in calendar years 2016 to 2020. Overtime labor shall be provided at 1.5 times the appropriate hourly rate. Equipment categories are further defined as follows:

- "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.
- "Light Equipment" = Automotive/Light Duty – Passenger cars, police cars and pickup trucks up to 1-ton category (Ford F350 equivalent).

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- “Heavy Equipment” = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vactor trucks, street sweepers, backhoes, aerial lift “bucket” trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the light equipment County labor rate, and direct purchase parts shall be supplied at cost +15%.

d. Rates for years 2016 - 2020, and any extended term, based on rates approved annually through the County Council budget process. County Fleet Management will submit a letter of notification to the Tribe by December 1st of the year preceding the year for which the rates apply, notifying it of any changes in rates of compensation for parts, labor and vendor repair costs. Such new rates shall apply to all work performed for the Tribe in the subsequent year.

7.2. Records. The County shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the Tribe at the close of each calendar month an itemized statement covering all categories of items.

7.3. Payment. The Tribe shall pay the County for services rendered within thirty (30) days after receipt of the statement.

8. Term/Termination/Extension. This Agreement shall be govern services rendered from August 1, 2016, through December 31, 2020 (initial term), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, with mutual agreement of the County and the Tribe, FURTHER PROVIDED, HOWEVER, that the County’s obligations after December 31, 2016, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. Notwithstanding the above, either party may terminate this Agreement upon giving the other not less than ninety (90) days’ written notice of the intent to terminate.
9. Indemnification. The Tribe shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the Tribe’s performance of this Agreement, including claims by the Tribe’s employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the Tribe, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the Tribe, its elected and appointed officials, employees, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the Tribe, their officers, employees, and agents, each party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's or Tribe's waiver to each other only, of their respective immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Insurance. The Tribe agrees to maintain commercial general liability insurance in the amount of at least \$1 million per occurrence. The limit for any claim of indemnification will be the insurance limit required by this Agreement.

The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County agrees to be responsible for Tribe vehicles while in the County's care, custody and control.

11. Limited Waiver of Sovereign Immunity. The Tribe expressly reserves all of its inherent sovereign rights as a federally recognized Indian tribe, including sovereign immunity from suit in any state, federal or tribal court without the Tribe's consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to the County only, subject to and conditioned on the following:

- (1) This limited waiver of immunity shall not extend to interpretation of the Treaty of Point Elliott, 12 Stat. 927, or the rights reserved by the Tribe under that Treaty. This waiver of immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of the County

- (2) To the extent that jurisdiction obtains, this limited waiver of immunity shall be deemed a consent to jurisdiction only of the Snohomish County Superior Court.
  - (3) This limited waiver of immunity in favor of the County shall commence and become effective as of the effective date of this Agreement and shall remain in effect and extend for three (3) years from the ending date under Article 8 or three (3) years from earlier termination of this Agreement as set forth in Article 8 herein. Notwithstanding any applicable statute of limitations or other law, upon expiration of the above three (3) year period that extends from the ending date or early termination of this Agreement under Article 8, this limited waiver of immunity shall be deemed withdrawn without further action by the Tribe or notice to the County.
  - (4) Nothing contained in this Agreement shall be deemed a consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe except as specifically described herein.
  - (5) Nothing in this Agreement nor any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.
  - (6) The Tribe hereby expressly provides a limited waiver of sovereign immunity to suit with respect to claims made relating to, or arising under, this Agreement by any party, to interpret or enforce the terms of this Agreement, or to a claim of indemnification by the County. The limit for any claim of indemnification will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein and the policy of insurance obtained by the Tribe shall prohibit the insurer from asserting a defense of sovereign immunity to a claim made under the policy. The Tribe warrants its authority to and agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification obligation.
13. Warranty. The County will repair or replace without additional charge any defective workmanship or parts provided to Tribe vehicles under general daily usage by Tribe employees for up to ninety (90) days after the date the work order is closed.

14. Notices. All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

TRIBE: Sauk-Suiattle Tribe  
Sauk-Suiattle Tribe  
5318 Chief Brown Lane  
Darrington, WA 98241

COUNTY: Snohomish County  
Fleet Management Division  
3402 McDougall Ave.  
Everett, WA 98201

13. Administrators. Administrators of this Agreement shall be (i) Snohomish County Fleet Manager; and (ii) Sauk-Suiattle Police Chief
14. Jurisdiction. This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
15. Independent Contractor. The parties agree and understand that the County is acting hereunder as an independent contractor and no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the Tribe. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.
16. Severability. If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.
17. Amendment. This Agreement may only be modified or amended in writing, signed by both parties hereto.

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18. Entire Agreement. This Agreement represents the entire agreement between the County and the Tribe, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by their official representatives this 7<sup>th</sup> day of July, ~~2016~~ 2017.

“County”

“Tribe”

SNOHOMISH COUNTY

SAUK-SUIATTLE TRIBE

By: [Signature]  
County Executive or Designee  
**KEN KLEIN**  
Executive Director

By: [Signature]  
Name/Title: Chairman

Approved As To Form:

ATTEST:

[Signature] 9/26/16  
Deputy Prosecuting Attorney

[Signature]  
SAUK-SUIATTLE POLICE CHIEF

Approved As To Form

COUNCIL USE ONLY  
Approved: 7.5.17  
Docfile: D-6

[Signature]  
Tribal Attorney

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**EXHIBIT A**

**TRIBE VEHICLE/EQUIPMENT LIST**

2016 vehicle maintenance/repair service agreement

<b>ID#</b>	<b>Equipment Description</b>	<b>VIN/Serial#</b>	<b>License</b>
	2014 Chevy Tahoe	1GNSK4E04ER164008	G62-2460P
	2014 Chevy Tahoe	1GNSK4E01ER164838	G62-2461P
	2014 Chevy Tahoe	1GNSK4E02ER164136	G62-3884P
	2014 Chevy Tahoe	1GNSK4E07ER16293	G62-3885P
	2014 Chevy Tahoe	1GNSK4E02ER163407	G62-3886P
	2010 Ford Crown Victoria	2FAFP71V08X156003	I05227

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