

**FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN
CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE AND
MARYSVILLE FIRE DEPARTMENT**

This Agreement is entered into as of the 1st day of January, 2011, by and between the Consolidated Borough of Quil Ceda Village, a federally recognized Political Subdivision hereinafter referred to as the "Village" and The Marysville Fire District, hereinafter referred to as the "Fire District," together hereinafter known as the "Parties".

WHEREAS, the Village Council is the governing body of the Consolidated Borough of Quil Ceda Village under the Village Charter approved by the Tulalip Tribes' Board of Directors pursuant to Ordinance 111; and

WHEREAS, under the Village Charter Article 1, Section 4, the Village Council has authority to enter into contracts with neighboring government entities to carry out its duties to protect and provide for the safety of persons and property within the village; and

WHEREAS, the Fire District may enter into contracts with other governmental entities pursuant to The Inter-local Cooperation Act, RCW 39.34 and RCW 52.12.031; and

WHEREAS, the Fire District maintains a fire department that provides fire suppression, emergency medical, hazardous materials emergency response, technical rescue services, fire prevention and investigation services and the Village wishes to utilize these services.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. PURPOSE

This Agreement is entered into for the purpose of providing fire suppression, emergency medical services, fire prevention, hazardous materials response, and technical rescue services to the Village in exchange for agreed compensation to the Fire District.

2. TERM

The term of this contract shall be for a period of five (5) years, commencing on January 1, 2011, and terminating on December 31, 2015, unless terminated by either party on twelve (12) months written notice. In the event this Agreement is terminated by either party, the Fire District shall reimburse the Village with funds not used for services within the Village boundaries and the Village shall be responsible for payment of services already performed under this Agreement to the Fire District. Holding over beyond this termination date shall not renew this contract.

However, parties may extend the contract for additional one year or greater terms upon mutual agreement in writing.

3. SERVICE AREA

The services contracted for herein shall be provided within the geographic boundaries (limits) of the Village, as it now exists or is hereafter modified. A legal description of said service area is attached as **Exhibit A** and map thereof is attached as **Exhibit B** and each are incorporated herein by this reference. This area includes developed and undeveloped properties.

4. CHANGE IN SERVICE AREA

In the event the Village boundaries are modified, the Village shall give written notice to the Fire District, and the parties may, by mutual written agreement, amend Exhibits A and B of this Agreement, to include such modified boundaries.

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 in writing.

5.1 The Village representative shall be the General Manager of Quil Ceda Village.

5.2 The Fire District's representative shall be the Chief of the Marysville Fire District.

6. RESPONSIBILITIES OF THE FIRE DISTRICT

The Fire District shall:

6.1 Respond to all fire, hazardous materials, and other lifesaving related alarms with the Village; provide fire suppression and emergency medical services at the basic and advanced life support level, technical rescue responses including: confined space, trench rescue, high and low angle rescue, ice and surface water rescue; and such other usual and customary services as are provided by the Fire District. Emergency services provided pursuant to this agreement shall be rendered on the same basis as such protection is rendered to other areas within the Fire District or with which the Fire District has contracts, but the Fire District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous emergencies whereby the Fire District's resources are taxed beyond its ability to render

equal protection, the officers and/or agents of the Fire District shall determine how to allocate the resources of the Fire District. It is understood and agreed by the Village that the Fire District may, in responding to specific incidents or request for assistance, rely on support provided through mutual aid or interlocal cooperation agreements by other agencies in addition to its own personnel, vehicles, and equipment. Except for assistance provided by the Fire District through mutual aid agreements, the Fire District shall be the sole provider of fire and emergency medical services during the term of this agreement.

- 6.2 Discuss with the Village potential and future operational changes, or new programs, which may impact future costs or levels of service to the Village.
- 6.3 Maintain records of all services provided herein, to include numbers of calls responded to within the Village, numbers of persons transported from the Village to outside health care facilities, records shall reflect gaming versus non-gaming properties.
- 6.4 Invoice for all services provided pursuant to this Agreement.
- 6.5 Notify and request permission of the Village Representative of all non-emergency activities, events, trainings, or any other activity not related to fire suppression or emergency services before entering and conducting such activities within the Village boundaries.
- 6.6 Provide in person quarterly reporting to the Village Representative (or Village Council if requested by the Village) of significant changes in equipment and deployment, as well as the total call volume, type, and location in the Village to include gaming versus non-gaming properties, and the ratio of calls inside the Village and neighboring jurisdictions. If applicable, the reports shall also include fire marshal reports on "vendor compliance" with the International Fire Code.
- 6.7 Provide the Village with an annual updated Fee Schedule by December 1 for the ensuing calendar year.
- 6.8 Provide Optional Services upon request with reasonable notice by the Village. Optional Services Include:
 - 6.8.1 Fire prevention, pre-fire inspection, and hydrant flow tests.
 - 6.8.2 Fire Marshal duties to include fire code inspections and fire investigations for all properties, gaming, and non-gaming, within the Village Boundaries.
 - 6.8.3 Provide International Fire Code pre-construction plan review.

7. RESPONSIBILITIES OF THE VILLAGE

The Village shall:

- 7.1 Provide payment to the Fire District for services as set forth in section 8 of this Agreement.
- 7.2 Meet quarterly with the Fire District representative to assist the Fire District in providing services as specified in this Agreement and maintain open communication with the Fire District on all services or necessary information that may affect services as specified in this Agreement.
- 7.3 Timely and promptly provide the Fire District of changes in the Village Boundaries or changes in access or roadway construction that may significantly affect services provided by the Fire District in this Agreement.
- 7.4 Request optional services when necessary as specified under section 6.8 of this Agreement.
- 7.5 Retain and make available upon request by the District "as built" drawings of structures.

8. PAYMENT

In consideration of the services provided by the Fire District, the Village agrees to pay the Fire District an annual amount set forth below:

- 8.1 The Village shall compensate the Fire District a flat rate of \$ 360,985.00 (three hundred and sixty thousand nine hundred and eighty five dollars) every year for services and optional services provided under this Agreement. If this agreement is terminated early the Village shall pro rate the amount owed to the Fire District based on the flat rate divided by 365 (rate per day) times the number of days that services will be provided since the last payment was due.
- 8.2 Compensation shall be paid twice a year in equal installments. The first payment shall be due and payable no later than June 30th of each contract year. The second payment shall be due and payable no later than December 31st of each contract year.
- 8.3 Compensation shall be reduced by the amount of property tax collected by the District within the Village boundaries until the tax assessment is removed and property tax revenue is no longer being collected by the Fire District.
- 8.4 Compensation shall be reduced by community impact funds paid to the Marysville Fire District from the Tulalip Tribes.

- 8.5 The flat rate as stated in 8.1 of this agreement shall be subject to increase twice during the term of the agreement on June 30th, 2012 and June 30th, 2014. The basis for computing the increase is the Seattle/Tacoma/Bremerton Consumer Price Index, All Items, Revised Series (1982-84-100) for Urban Wage Earners and Clerical Workers (CPI-W).

9. DISPUTE RESOLUTION

9.1 Applicable Law

This Agreement, including all matters of interpretation, validity, and performance, shall be governed and enforced in accordance with the laws of Washington State, including, but not limited to any activities performed on the Tulalip Tribes Reservation and without reference to principles of conflicts of law.

9.2 Agreement to Submit Disputes to Arbitration.

The Parties to this Agreement consent to submission of disputes arising under this Agreement, to binding arbitration in accordance with this section. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as specifically altered by this Agreement. The Arbitrator shall be selected as follows. The Parties shall first attempt to mutually agree on a single arbitrator to decide the dispute. If the Parties cannot agree on the selection of an arbitrator within 30 days of invoking arbitration, the dispute shall be decided by a three-person arbitration panel selected as follows: each Party shall select one member of the panel, and the two panel members shall jointly select a third. In such arbitration, the arbitrator(s) shall have the power and authority to grant legal and equitable remedies, including interpretation of this Agreement, damages, injunctive relief and specific performance. The costs of such arbitration shall be borne by the unsuccessful Party, unless the arbitrator(s) rule otherwise. Each Party shall be responsible for its own legal fees. The Arbitration decision shall be final and may be enforced by the U.S. District Court for the Western District of Washington, as provided in subsection 9.3 below. Nothing in this section is intended to preclude the Parties from agreeing to mediation to resolve a dispute prior to invoking arbitration.

9.3 Sovereign Immunity and Jurisdiction

By signing the Agreement the Village neither waives, limits nor modifies its sovereign immunity from any lawsuit, except as expressly provided in this Section 9. The Village hereby expressly and irrevocably waives its sovereign immunity (and any defense based thereon) for arbitration of Claims arising out of or related to the Agreement, but only pursuant to the provisions of this Dispute Resolution Section 9, and for judicial proceedings before the U.S. District Court for the purposes of compelling arbitration of a Claim, confirming an arbitration award or collecting sums due and owing pursuant to and otherwise enforcing any award or judgment. The Village hereby irrevocably consents to and submits itself to the jurisdiction of any arbitration proceeding convened

pursuant to the terms of the Agreement, to the U.S. District Court for the Western District of Washington.

This limited waiver of sovereign immunity is solely for the benefit of the Marysville Fire District for the purposes of arbitration, and the Village, by granting this limited waiver to the Marysville Fire District, does not otherwise waive its sovereign immunity.

10. INDEMNIFICATION/HOLD HARMLESS

Each party agrees that it will be responsible for its own acts or omission and the damages or other consequences thereof as a result of the undertakings that the party has agreed to perform under this Agreement. Each party further agrees that it will indemnify and/or defend any other party, at the other party's option, for any injury to persons or damage to property resulting in any manner from a negligent act or omission of the indemnifying party which arises from the undertakings that the indemnifying party has agreed to perform under this Agreement.

11. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, to any third person.

12. LIMITATION OF AUTHORITY

Only the Village Council of the Consolidated Borough of Quil Ceda Village and the Maryville Fire District Board of Directors for the Fire District shall have the expressed, implied or apparent authority to enter into this Agreement, alter, amend or waive any clause or condition to this Agreement and only to the extent said changes are mutually agreed to in writing.

13. EXECUTION/RECORDING

Pursuant to Chapter 39.34 RCW this Agreement shall not become effective until acted upon by the legislative body for the Fire District and the Village and the Agreement is filed with the County Auditor or listed by subject on the Tribe or Fire District web site or other electronically retrievable public source.

14. NO SPECIAL DUTY CREATED

- a. It is the purpose of this agreement to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or

group of persons who will or should be especially protected or benefitted by the terms of this agreement. No provision or term used in this agreement is intended to impose any duty whatsoever upon the Fire District or any of its officers, elected officials, agents, or employees for whom the implementation or enforcement of this agreement shall be discretionary and not mandatory.

- b. Nothing contained in this agreement is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the Fire District or its officers, agents, and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this agreement or be a reason or a consequence of any inspection, notice, or order, in connection with the implementation or enforcement of this agreement, or by reason of any action of the District related in any manner to enforcement of this agreement by its officers, agents, or employees.

15. SEVERABILITY

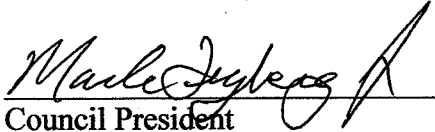
In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this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

16. ENTIRE CONTRACT

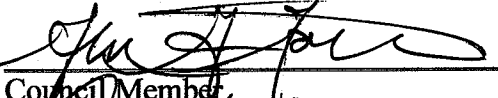
This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this Agreement shall have no force or effect unless in writing signed by both parties.

IN WITNESS WHEREOF, the Consolidated Borough of Quil Ceda Village and the Fire District have signed this Agreement.


CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE



Council President

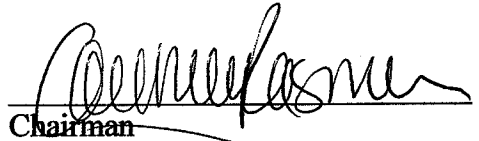


Council Member




Council Member


MARYSVILLE FIRE DISTRICT




Chairman



Board Member

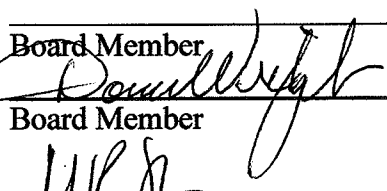


Board Member




Board Member

Board Member



Board Member



Board Member

ATTEST:

Executive Secretary



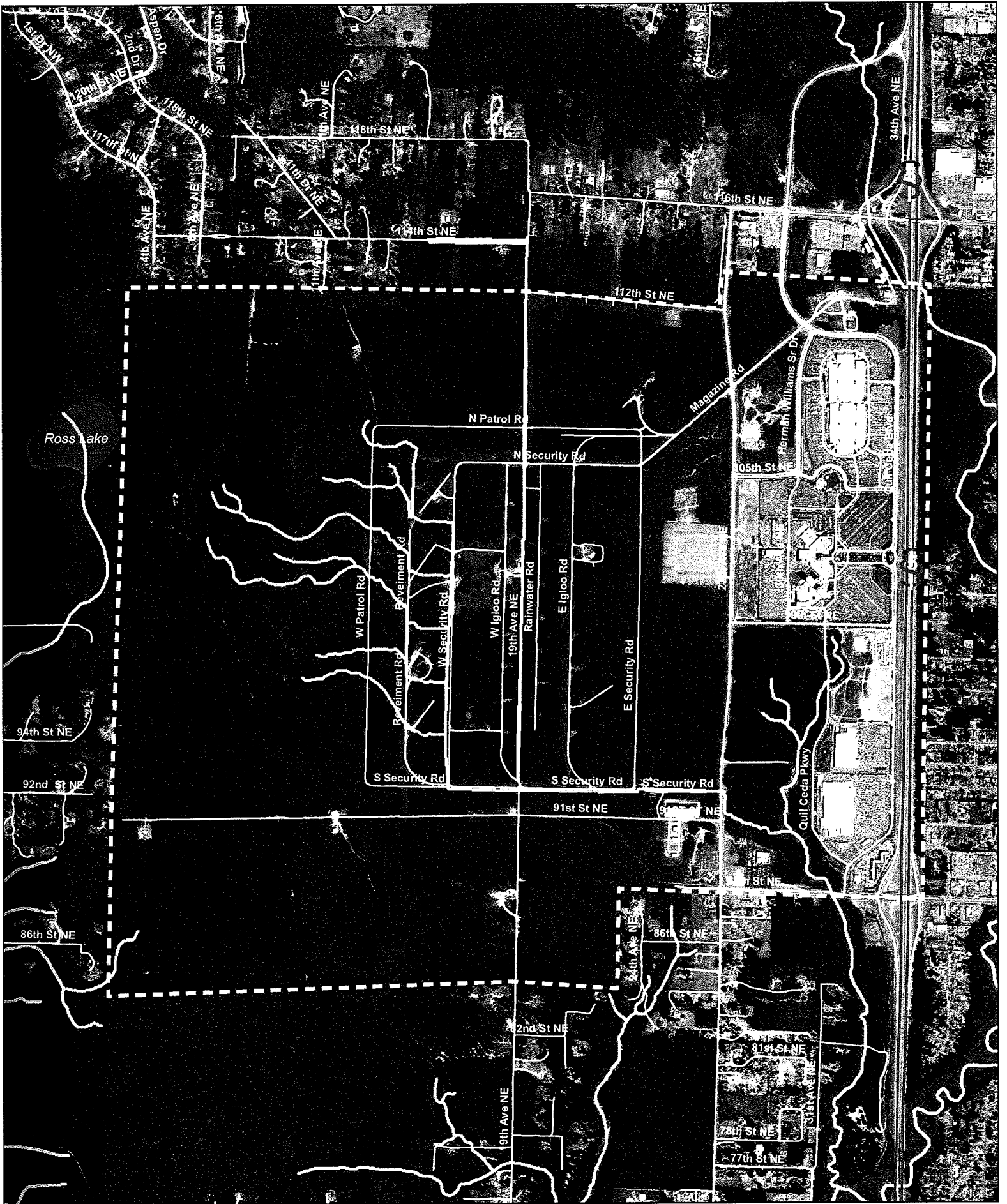
Exhibit A

Quil Ceda Village Legal Description

Legal (Narrative) Description: Lot 4, the southeast quarter of the southwest quarter and the south half of the southeast quarter of section 7; the south half of the south half of section 8, that portion of the north half of the southeast quarter of the section 8 described as: Beginning at the east quarter corner of section 8, thence South $02^{\circ}39'58''$ East along the east boundary of said Section 8, a distance of 1,290.50 feet to the true point of beginning, the south $1/16$ corner between sections 8 and 9; thence west along the north boundary of the south half of the southeast quarter of section 8, a distance of 2,670 feet, more or less, to the southwest corner of the northwest quarter of the southeast quarter of section 8; thence northerly along the west boundary of said southeast quarter a distance of 487 feet; thence east a distance of 2,670 feet, more or less, to the east boundary of section 8, thence South $02^{\circ}39'58''$ east along the east boundary of section 8, a distance of 487 feet to the true point of beginning, and that portion of the north half of the southeast quarter of section 8 described as a strip of land 60 feet wide for an access road, being 30 feet on each side of the following described center line: Beginning at a point which is 550 feet more or less, west of and 487 feet north $02^{\circ}39'58''$ West of the south $1/16$ corner between sections 8 and 9; thence North $28^{\circ}03'27''$ West 878.53 feet to the beginning of a curve right of radius 60 feet; thence following said curve to its intersection with the center line of that certain county road known as Marshall road; also a parcel of land bounded on the north by the center line of Marshall road, on the east by the westerly line of the 60-foot strip above described, and on the west by the North $28^{\circ}03'27''$ West extension of the westerly boundary of the 60-foot strip above described; all of section 17; all of section 18; Lots 1, 2, the northeast quarter, and the east half of the northwest quarter of section 19; the north half of the north half, and the southwest quarter of the northwest quarter of section 20, all in Township 30 North, Range 5 East, Willamette Meridian, Snohomish County, Washington.

Exhibit B

Quil Ceda Village Map

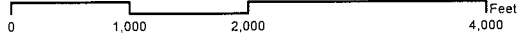


Quil Ceda Village and the Vicinity



Tulalip Data Services
 Jan 12, 2011
 (360) 716-5157

Disclaimer
 Tulalip Data Services (TDS) provides this data "as is."
 TDS does not make any guarantees or warranties concerning
 the accuracy of the information contained in the geographic data.
 TDS assumes no liability or responsibility for errors or inaccuracies



Data Sources:
 Snohomish County Assessor Office
 Tulalip Tribes QCV
 Tulalip Tribes Data Services

- Legend**
- QCV Boundary
 - Streets
 - Lakes
 - Streams

Addendum A

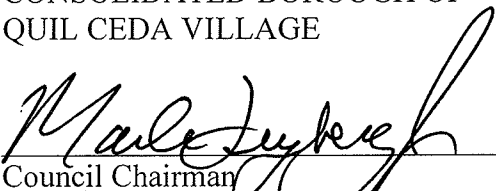
This Addendum is attached to and made part of the Agreement (the "Agreement") between the CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE (the "Village") and MARYSVILLE FIRE DISTRICT (the "Fire District") of said services as defined in the Agreement. Where the terms of the Agreement are in conflict with this Addendum the terms of this Addendum shall Control.

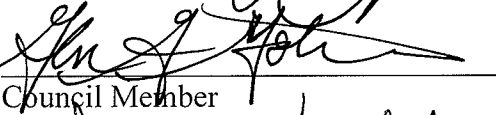
The Village and the Fire District agree to the following additional terms and conditions:

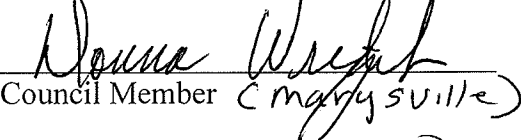
1. Undeveloped/Unimproved Properties located within the Service Area as depicted in Exhibit A and Exhibit B of the Agreement shall be the responsibility of the Tribes and the Bureau of Indian Affairs. Both parties agree that the Fire District is not responsible for providing fire suppression services to undeveloped properties.

IN WITNESS WHEREOF, the Consolidated Borough of Quil Ceda Village and the Fire District have signed this Addendum.

CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE

QCV 
Council Chairman

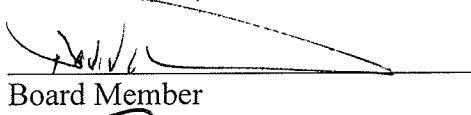
QCV 
Council Member

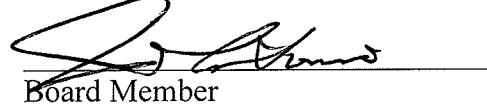

Council Member (Marysville)

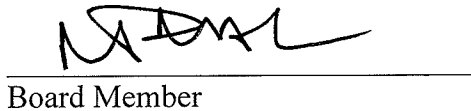

QCV Council Member

MARYSVILLE FIRE DISTRICT

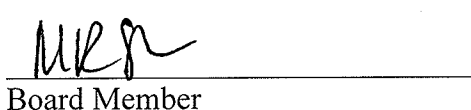

Chairman


Board Member


Board Member


Board Member

Board Member


Board Member