

CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE

Resolution No. 2015 – 046

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**Fire and Emergency Medical Services Agreement between the
Consolidated Borough of Quil Ceda Village and Marysville Fire District**

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, the Village Council is empowered by Article I, Section 3 and Article VII, Sec. 2(b) of the Charter to exercise governmental powers to protect public safety, health and welfare of all persons within the Village, and

WHEREAS, the Village Council finds that in order to protect the health and welfare of all persons, the Village needs to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises in the Village, and

WHEREAS, the Village Council may enter into contracts with other governmental entities, and

NOW THEREFORE BE IT ENACTED by the Council of the Consolidated Borough of Quil Ceda Village as follows:


Quil Ceda Village authorizes a one year contract agreement with Marysville Fire District 12 beginning January 1, 2016 for the purposes of providing fire suppression, emergency medical services, fire prevention, hazardous materials response, and technical rescue services for an annual sum of \$500,000.00 (five hundred thousand dollars and 00/100 cents) with \$450,000.00 coming from QCV Administration budget and for a period of one (1) year with funding to come from the QCV Administration 2016 budget and \$50,000.00 coming from 2015 unallocated funds..

Adopted by the Village Council at a regular meeting assembled on the 15th Day of December 2015, with a quorum present, by a vote of 2 For 1 Against 0 Abstain.

THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE


Theresa Sheldon, Village President

ATTESTED:


Village Clerk

 ORIGINAL

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

This Agreement is entered into as of 1st day of January, 2016, 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 I, 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 initial term of this contract shall be for a period of one (1) year, commencing on January 1, 2016, and terminating on December 31, 2016. This agreement shall automatically renew for successive six-month terms, unless the Parties wish to amend or terminate, in which case notice of intent to amend or terminate shall be provided no later than 90 days prior to termination of the initial term and each successive term.

In the event the Fire District provides notice to terminate this Contract, or in the event the Parties are unable to renegotiate new terms within 90 days of said notice, the Fire District agrees to provide services to the Village for an additional six-months beyond the expiration of the term, or until the Village is able to secure services with another fire agency, whichever is sooner. Nothing in this agreement shall prevent the Parties from extending these time frames upon mutual agreement in writing.

3. SERVICE AREA

- 3.1 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.
- 3.2 Undeveloped/Unimproved Properties located within the service area as depicted in Exhibits A and B of the Agreement shall be the responsibility of the Tulalip 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.

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 and any adjustment of the payment set forth in section 8

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 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 within 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 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 of 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 requests for assistance, rely on support provided through mutual aid or inter-local 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, and 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 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, with 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 timely 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 as necessary as specified under Section 6.8 of this Agreement.
- 7.5 Retain and make available upon request by the Fire 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 \$500,000.00 (five hundred thousand dollars) for one year of services and optional services provided under this Agreement. In the event of termination, 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 of \$250,000 shall be due and payable no later than June 30th of each contract

year. The second payment of \$250,000 shall be due and payable no later than December 31st of each contract year. For any 6 month extension as referenced in Section 2 above, payment shall be made monthly at the rate of \$41,667 per month, ($\$500,000 \div 12$) payable in advance of the month services are provided.

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 Western 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 involving 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 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 missions 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. ASSIGNMENT

This Agreement and any extension thereof may be assigned by the Fire District to any public entity which is a successor to the Fire District in part or in its entirety which assumes the responsibilities set forth in Section 6 hereof, with approval from the Village. In the event of such assignment the Fire District shall give the Village not less than 930 days written notice of such assignment. In the event the Village does not approve assignment, either party may provide notice of its intent not to renew at the end of the current term, notwithstanding the notice requirements set forth in section 2 of this Agreement.

12. 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 indirect, to any third party.

13. LIMITATION OF AUTHORITY

Only the Village Council of the Consolidated Borough of Quil Ceda Village and the Marysville Fire District Board of Directors for the Fire District shall have the express, 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.

14. 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 Tribes or Fire District web site or other electronically retrievable public source.

15. 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 be especially protected or benefitted by the terms of this Agreement.
- 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 Fire District related in any manner to enforcement of this Agreement by its officers, agents, or employees.

16. 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.

17. 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

MARYSVILLE FIRE DISTRICT

QUIL CEDA VILLAGE

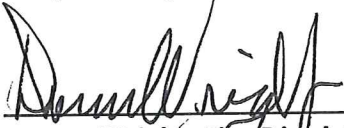

Theresa Sheldon, Council President


Glen Gobin, Council Member


Marie Zackuse, Council Member

Michael Stevens, Fire District Board Chairman


Gary Bontrager, Fire District Board Vice Chairman


Donna Wright, Fire District Board Member

Rob Toyer, Fire District Board Member


Marilyn Sheldon, Fire District Board Member


David Demarco, Fire District Board Member

ATTEST:


Nina Reece
Village Clerk & Administrative Director

ORIGINAL 

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.

Exihibit B

Quil Ceda Village Map

