

**FIRST AMENDMENT TO FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT
BETWEEN
CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE
AND
MARYSVILLE FIRE DISTRICT ("the Agreement")**

This FIRST Amendment to Fire and Emergency Medical Service Agreement between Consolidated Borough of Quil Ceda Village and Marysville Fire District (the "Agreement") is entered into as of 1st day of January, 2017, 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 pursuant the Agreement under terms and conditions set forth therein: and

WHEREAS, the Agreement is set to expire December 31, 2016 and the parties to the Agreement wish to extend the term up to one year and to amend other provisions of this Agreement as set forth herein;

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

2. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2017, and terminating on December 31, 2017. Provided, however, this Agreement may be terminated sooner in the event the Fire District ceases to exist during the term of this Agreement as a result of the Interlocal Agreement between City of Marysville and Fire District 12 being terminated, expiring by its terms, or as a result of loss of funding, division of assets or

formation of an alternative service delivery model such as a Regional Fire Authority. In the event the Agreement is terminated for the reasons set forth above, or if the Village terminates the agreement for any other reason whatsoever, each party to this Agreement shall give not less than ninety (90) days' notice of its intent to terminate this Agreement.

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, so long as the ILA between City of Marysville and District 12 continues to be in effect and the Fire District is funded, the Fire District, agrees to provide services to the Village for an additional six-months beyond the termination date, 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.

Section 8 entitled "Payment" is hereby amended to read as follows:

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 \$511,500.00 (five hundred eleven thousand five hundred 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 \$255,750 shall be due and payable no later than June 30th of each contract year. The second payment of \$255,750 shall be due and payable no later than December 31st of the contract year. For any 6 month extension as referenced in Section 2 above, payment shall be made monthly at the rate of \$42,625 per month, ($\$511,500 \div 12$) payable in advance of the month services are provided.

Section 11 entitled "Assignment" is hereby amended to read as follows:

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 and acceptance of the assignment by the successor entity. In the event of such assignment the Fire District shall give the Village not less than 90 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.

Except as provided herein all other terms of the Agreement shall remain in full force and effect, unchanged.

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

**CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE**



Theresa Sheldon, Council President



Glen Gobin, Council Member



Marie Zackuse, Council Member

MARYSVILLE FIRE DISTRICT



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

Pat Cook, Fire District Board Member

ATTEST:



Nina Reece
Village Clerk & Administrative Director

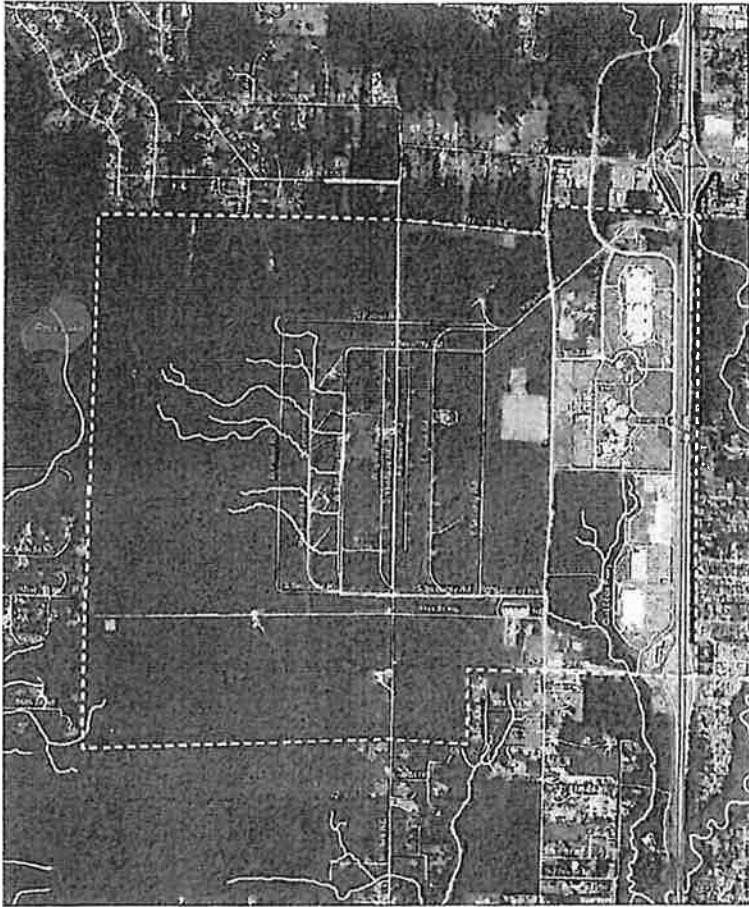
Exhibit A

Quil Ceda Village Legal Description

Legal (Narrative) Description: Lot 4, the southeast quarter of the southeast quarter and the south half of the northeast quarter of section 7; the south half of the south half of section 8, the portion of the south half of the southeast quarter of the section 8 described as: Beginning at the east quarter corner of section 8, thence South 02°39'29" East along the east boundary of said section 8, a distance of 1,200.00 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 2,870 feet, more or less, to the southwest corner of the southeast quarter of section 8; thence south along the west boundary of said southeast quarter a distance of 487 feet; thence east a distance of 2,870 feet, more or less, to the east boundary of section 8; thence South 02°39'29" East along the east boundary of section 8, a distance of 487 feet to the true point of beginning, and that portion of the south half of the southeast quarter of section 8 described as a strip of land 60 feet wide for an access road, being 50 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°39'29" East of the south 1/16 corner between sections 8 and 9; thence North 89°02'27" West 878.53 feet to the beginning of a curve right of radius 60 feet through following said curve to the intersection with the center line of that 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 29°02'27" West extension of the westerly boundary of the 60-foot strip above described; all of sections 11; all of section 14; Lots 1, 2, the northeast quarter, and the west half of the northwest quarter of section 15; the south half of the north half, and the southeast quarter of the northwest quarter of section 20, all in Township 20 North, Range 7 West, Willamette Meridian, Washington County, Washington.

Exihibit B

Quil Ceda Village Map




Department of Natural Resources
Louisiana Department of Natural Resources
1000 Lakeshore Drive, Baton Rouge, LA 70803
504.767.3200

Quil Ceda Village and the Vicinity



July 31, 2015
Bossier Parish, Louisiana

Legend
- - - - - Boundary
- - - - - Road
- - - - - Lake