

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

This SECOND Amendment to Fire and Emergency Medical Service Agreement between Consolidated Borough of Quil Ceda Village and Marysville Fire District is entered into as of 1st day of January, 2018, 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; and

WHEREAS, 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, 2018, and terminating on December 31, 2018. 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. 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 \$537,075.00 (five hundred thirty-seven thousand seventy-five 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 \$268,637.50 shall be due and payable no later than June 30th of each contract year. The second payment of \$268,637.50 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 \$44,756.25 per month, ($\$537,075 \div 12$) 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**



Melvin Sheldon, Jr., Council President



Bonnie Juneau, Council Member



Jared Parks, Council Member

MARYSVILLE FIRE DISTRICT



Pat Cook, Fire District Board Chairman

Michael Stevens, Fire District Board Vice Chairman



Tonya Christofferson, Fire District Board Member

Donna Wright, Fire District Board Member



Rob Toyer, Fire District Board Member



Richard Ross, 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 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.

Exihabit B

Quil Ceda Village Map



Quil Ceda Village and the Vicinity



Talip Data Services
 Talip Data Services (TDS) provides the data "as is".
 TDS does not make any guarantee or warranty concerning

Legend

- QCV Boundary
- Streets
- Lakes



Date: 06/11/11
 Section 24 County Assessor's Office

CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE

Resolution No. 2017-057

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

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 entered into a contract with Marysville Fire District 12, and

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

Resolution authorizes a one-year contract with Marysville Fire District 12 to begin January 1, 2018 for the purposes of providing fire suppression, emergency medical services, fire prevention, hazardous materials response, and technical rescue services for an annual sum of \$537,075.00 for a period of one (1) year with funding to come from the QCV Public Safety 2018 Budget.

Adopted by the Village Council at a regular meeting assembled on the 19th day of December 2017, with a quorum present, by a vote of 19 For 0 Against 0 Abstain.

THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE


Melvin Sheldon, Jr., Village President

ATTESTED:


Village Clerk

 ORIGINAL