

## **INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES AND FIRE PROTECTION**

THIS AGREEMENT is entered between **PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 14**, referred to as "**FIRE DISTRICT**", and the **PUYALLUP INDIAN TRIBE**, hereinafter referred to as "**TRIBE**" (the Tribe and Fire District are hereinafter referred to collectively as the "Parties").

WHEREAS, the Fire District is organized and equipped to provide fire protection and emergency medical services to improvements and facilities within its boundaries, and the Tribe desires that Fire District provide such protection to any persons located on Tribal property, and lands, buildings, and equipment owned, leased or operated by the Tribe within the boundaries of said Fire District;

WHEREAS, when exempt tribal property is located within the boundaries of a fire protection district, the fire protection district may contract with the tribe for compensation for providing fire protection and emergency medical services in an amount and under such terms as are mutually agreed upon by the fire protection district and the tribe;

WHEREAS, the Tribe is a "public agency" within the meaning of RCW 39.34.020 (1) and is therefore authorized to enter into an interlocal agreement for fire protection and emergency medical Services; and the Fire District may enter into and perform any and all necessary Agreements to carry out the purposes of the Fire District;

WHEREAS, both Parties agree that it is in their mutual interest to provide for the protection of life and property.

**THEREFORE, in accordance with Chapters 39.34.030, 52.12.031, and 52.30.080 of the Revised Code of Washington, and Article VI of the Puyallup Tribal Constitution, and for other good and valuable consideration;**

1. **Services.** The Fire District shall furnish fire protection and emergency medical services (hereinafter "Services") to all persons located on Tribal property, and all lands, buildings, and equipment owned, leased or operated as Tribe facilities and property in Pierce County, Washington, within the boundaries of the Fire District.
2. **Payment.** For the remainder of the calendar year 2017, the Tribe shall pay to the Fire District a fee of four thousand dollars (\$4,000) due upon execution of the Agreement. For calendar year 2018, the Tribe shall pay to the Fire District an annual fee in the sum of fifteen thousand dollars (\$15,000). All payments shall be made directly to the Fire District.

3. **Annual Fee Adjustment.** For each successive calendar year during which this Agreement remains in effect, the Tribe shall pay to the Fire District an annual fee in amount equal to the fee that was paid for the previous calendar year increased by four percent (4%) of that amount. If at any time the Fire District feels the fee being paid by the Tribe does not adequately cover the Fire District's costs of providing the services, the parties shall meet to discuss an amendment to this Agreement to modify the fee in a manner that will more accurately reflect the then-current circumstances. Each annual payment shall be due no later than January 31<sup>st</sup>.
4. **Term.** This Agreement shall run and extend for an indefinite period, from calendar year to calendar year, unless terminated, pursuant to Section 9. No payment shall be made which exceeds the Annual Fee, as forth under Section 2, without an amendment to this Agreement signed by both parties, prior to payment.
5. **No New Entity.** In no way shall this Agreement create a new or separate administrative entity.
6. **No Exchange of Property.** This is an Agreement for Services. No property, other than consideration exchanged for the Services enumerated in the above Section 1, shall be exchanged pursuant to this Agreement.
7. **Administration.** This Agreement shall be administered by the respective agency heads of the Parties, i.e. by the Fire Chief and a person designated by the Tribe.
8. **Termination.** This Agreement may be terminated without cause by giving 60 days' written notice. This Agreement may be terminated with cause, and therefore without providing 60 days' notice, if either Party breaches this Agreement, meaning that either Party fails to conform to the obligations of this Agreement and fails to cure such breach within a reasonable time, not exceeding 30 days.
9. **Integrated Agreement.** This Agreement is the full and complete understanding of the Parties and there are no other Agreements, either verbal or written, which would alter the terms of this Agreement. The Agreement may be modified or amended only by supplemental written Agreement hereafter negotiated by the Parties.
10. **No Third Party Beneficiary.** The provisions of this Agreement are not intended to create any third-party beneficiary rights, and therefore none should be deemed created by this Agreement. The Agreement between the Parties is only intended to create rights and/or obligations as between the signatory Parties.
11. **Governing Law.** This Agreement is entered into and shall be governed by the law of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.

12. **Arbitration of Disputes.** It is the intent of all Parties to this Agreement that disputes, if any, between any of the Parties hereto shall be resolved as informally and amicably as possible by settlement, without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the Parties agree that mediation may be used. If the Parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the Parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the Parties sharing the costs proportionately, depending upon how many of the Parties are involved in the dispute. Only if arbitration is unsuccessful or declared by a court to be inapplicable to the dispute shall the Parties proceed to Court.
13. **Hold Harmless/Indemnification.** Both of the Parties which are signatories hereto, by executing this Agreement, are deemed to hold harmless and indemnify the other Party for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of either party, with respect to their own negligence, errors and omissions. Each party, therefore, remains solely liable for their own sole negligence, errors or omissions. Such indemnification extends not only to the actual party, but all employees, agents and volunteers acting on their behalf. The respective Parties to the Agreement are not deemed to be agents of each other for purposes of this Agreement.
14. **Waiver of Breach.** The failure of any party to this Agreement to insist upon strict performance of any of the covenants and provisions contained in this Agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or Agreements which shall all be and remain in full force and effect.
15. **Filing.** This Agreement shall be filed with the Pierce County Auditor, or posted on the website of each Party.

EXECUTED THIS 29<sup>th</sup> DAY OF November, 2017

**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 14**

John W Campbell  
Chairman

D. Allison  
Commissioner

Rene H. Meigs  
Commissioner

ATTEST:

Rat Shandrow  
District Secretary

APPROVED AS TO FORM:

Eric Quinn  
Eric Quinn, Attorney for the Fire District

**PUYALLUP TRIBAL COUNCIL**

Bill Sterud  
Bill Sterud, Chairman

ATTEST:

Nashua Patoke

APPROVED AS TO FORM

Ed Bell  
Attorney for the Tribe