

# CONFEDERATED TRIBES of the CHEHALIS RESERVATION

Resolution No. 2023- 101

## Of the Confederated Tribes of the Chehalis Reservation

**RE: Approving the fire and emergency services contract between the Tribe and the City of Tumwater for the Exit 99 Reservation properties.**

**Whereas:** The Business Committee of the Confederated Tribes of the Chehalis Reservation is the duly constituted governing body of the Chehalis Tribe, in accordance with the Constitution and By-laws adopted by voting members of the Tribe and approved by the Commissioner of Indian Affairs; and

**Whereas:** The Business Committee is responsible for protecting and enhancing the social, health, educational and economic well-being of Tribal Members; and

**Whereas:** The Tribe has jurisdiction over the Reservation and all trust lands in Indian Country; and


**Whereas:** The Tribe wishes to voluntarily and without coercion enter into a contract with the City of Tumwater for fire protection and related emergency services for the Reservation parcels at Exit 99 on I-5; and

**Whereas:** A copy of the proposed contract is attached hereto and made a part hereof (the "Contract");


**Now Therefore Let It Be Resolved:** That the Business Committee of the Chehalis Tribe does hereby approve the Contract and authorizes the Chairman to sign the same.

**Certification:** This Resolution, Number 2023-101, was duly considered and approved at a regularly scheduled meeting of the Chehalis Business Committee held on SEPT 21<sup>st</sup>, 2023, at which a quorum was present. The vote being 3 For, 0 Against, with 0 Abstentions and with the Chairman not voting.

Signed:

  
Dustin Klatush  
Chairman

Attested:

  
Charlotte Lopez Sign for  
Secretary-  
5th  
council



**AGREEMENT BETWEEN  
THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION  
AND  
THE CITY OF TUMWATER  
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the Confederated Tribes of the Chehalis Reservation, a sovereign nation hereinafter referred to as "CHEHALIS", and the "City of Tumwater", hereinafter referred to as "TUMWATER."

**WHEREAS**, CHEHALIS has Reservation trust land located within the TUMWATER's service area; and

**WHEREAS**, TUMWATER is a Washington municipal corporation with the responsibility to provide fire protection and emergency medical services within its geographical boundaries; and

**WHEREAS**, it is the purpose of this Agreement to establish fire protection and emergency services and compensation for those services wherein TUMWATER will provide fire protection, rescue, and emergency medical services (hereinafter referred to as "Services") to CHEHALIS at its Exit 99 Reservation properties (the "Exit 99 Reservation Properties") referenced in Exhibit A; and

**WHEREAS**, TUMWATER has the resources to provide fire protection for the facilities and emergency medical services for the residents, employees, visitors and guests within Exit 99 Reservation Properties located within TUMWATER's service area; and

**WHEREAS**, TUMWATER funds its operations substantially through property tax levies. CHEHALIS is a federally-recognized tribal nation that owns tax-exempt properties located in or adjacent to TUMWATER; and

**WHEREAS**, CHEHALIS and TUMWATER believe that it is in the best interests of the public health, safety and welfare to enter into an agreement for their mutual benefit;

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein, the parties hereto hereby agree:

1. **SERVICES.** This agreement covers the Exit 99 Reservation Properties within TUMWATER's service area. TUMWATER will provide fire protection, rescue, and emergency medical services to the businesses, buildings, residents, guests, visitors, and employees on all Exit 99 Reservation Trust Properties located within TUMWATER service area.
2. **SERVICE LIMITATION.** TUMWATER makes no guarantee of assurance of providing responses within any specific period of time or the number of types of equipment and number of personnel that will respond at any particular emergency. The duty of TUMWATER to provide emergency services under the provisions of this agreement is a duty owed to the public generally and by entering into this agreement, TUMWATER does not incur a special duty to CHEHALIS, its residents, businesses, workers, licensees or invitees on the Exit 99 Reservation Trust Properties within TUMWATER.
3. **TERM.** The initial Term shall be from the date of signing for a period of two years.

The Agreement shall be automatically extended for additional two years terms unless terminated by either party as set forth below.

4. **TERMINATION.** The agreement may be terminated without cause by either party by providing the other party with one hundred twenty (120) days written notice.
5. **NOTICE.** Notice provided for in the agreement shall be deemed proper when sent by certified mail and provided to:

TUMWATER                      City Administrator  
City of Tumwater  
555 Israel Rd SW  
Tumwater, WA 98501

CHEHALIS                      Chairman  
Confederated Tribes of the Chehalis Reservation  
420 Howanut Rd  
P.O. Box 536  
Oakville, WA 98568

With a copy to:

Lead Counsel  
Confederated Tribes of the Chehalis Reservation  
420 Howanut Rd  
P.O. Box 536  
Oakville, WA 98568

6. **PAYMENT.** CHEHALIS shall pay TUMWATER compensation for the Services provided under this Agreement in the amount of THIRTY TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS \$32,500.00 each year for the first two years under this Agreement. Said payment shall be divided into quarterly installments payable to TUMWATER. Commencing with the third year under this Agreement, the compensation shall be increased by the rolling average of the previous five years annual CPI-U Seattle-Tacoma-Bellevue, WA calculated for the first day of the third year of the Agreement and each anniversary thereafter.
7. TUMWATER will invoice CHEHALIS on a quarterly basis and will provide a report of quarterly activity with each invoice. Payment shall be made by CHEHALIS within thirty (30) days after receipt of invoice. Interest at the rate of 12% per annum shall be charged on all past due accounts. Payments shall be sent to:

Accounts Receivable  
City of Tumwater  
555 Israel Rd SW  
Tumwater, WA 98501

8. **WAIVER.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
9. **CONSENT TO JURISDICTION AND EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.** CHEHALIS DOES HEREBY EXPRESSLY CONSENT TO A LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION IN THE COURTS OF THE STATE OF WASHINGTON AS HAVING EXCLUSIVE JURISDICTION TO HEAR, RESOLVE AND ENTER FINAL JUDGMENT ON ANY LEGAL DISPUTE BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AND/OR THEIR AFFECTED OFFICERS, OFFICIALS, AND EMPLOYEES, CONCERNING THE INTERPRETATION OF THIS AGREEMENT, ENFORCEMENT OF ANY OF ITS PROVISION, AND ANY COMPLAINTS OR COUNTERCLAIMS FOR MONETARY DAMAGES AND/OR FOR EQUITABLE RELIEF FOR ANY ALLEGED OR ACTUAL BREACH OF ANY PROVISION OF THIS AGREEMENT AND/OR FOR THE ENFORCEMENT OF ANY SUCH FINAL JUDGMENT ENTERED BY ANY COURT OF THE STATE OF WASHINGTON REGARDING SUCH MATTERS.
10. **INDEMNIFICATION.** TUMWATER shall protect, indemnify, and save CHEHALIS harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of TUMWATER, its employees, agents or sub- contractors, howsoever caused. TUMWATER will be responsible for any damages caused by its employees to CHEHALIS equipment and/ or fixtures and shall provide all repairs/ replacements, as appropriate, at no cost to CHEHALIS.
- CHEHALIS shall protect, indemnify, and save the City harmless from and against any damages, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of CHEHALIS, its employees, agents or sub- contractors, howsoever caused. CHEHALIS will be responsible for any damages caused by its employees to City of TUMWATER equipment and/ or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of TUMWATER.
11. **MAINTENANCE AND INSPECTION OF RECORDS.** In order to comply with the Public Records Act, RCW 42.56, CHEHALIS shall retain all books, records, documents and other material relevant to this Agreement for six years after its expiration. CHEHALIS agrees TUMWATER shall have full access and right to examine any of said materials at all reasonable times during retention period.
12. **ATTORNEYS FEES AND COSTS.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other reasonable costs incurred in that action or proceeding.
13. **JURISDICTION AND VENUE.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to

interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

14. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties intend that an independent contractor relationship will be created by the Agreement. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
16. **APPROVAL AND RECORDING.** Each party to this Agreement warrants that its Council has approved and authorized the signatories below to execute this agreement. Consistent with RCW 39.34.040, this agreement shall be filed for recording with the Thurston County Auditor upon full execution, or in lieu of recording with the auditor, published electronically on the websites for both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: 9/27/23

Confederated Tribes of the Chehalis  
Reservation

  
Chairman

Dated: \_\_\_\_\_

City of Tumwater

\_\_\_\_\_  
Debbie Sullivan, Mayor

Attest:

\_\_\_\_\_  
Melody Valiant, City Clerk

Approved as to Form

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Exhibit A

Exit 99 Reservation Properties Map

