

FIRE/POLICE EMERGENCY COMMUNICATIONS AGREEMENT

AMENDMENT #2

WHEREAS, on or about January 7, 2002 the City of Bellevue entered into an Agreement, bearing City of Bellevue Clerk's Receiving No. 31458 with the fire departments of Bothell, Duvall, Fall City, Kirkland, Northshore, Redmond, Shoreline, Snoqualmie, Eastside Fire & Rescue and Woodinville Fire and Life Safety ("Contracting Agencies") for fire and police emergency communications; and

WHEREAS, on or about November 1, 2004 the Contracting Agencies entered into an amendment to that Agreement bearing City of Bellevue Clerk's Receiving No. 36656 adding the Mercer Island Fire Department as a Contracting Agency; and

WHEREAS, the City of Bellevue has agreed to extend access to its Reverse 911 system to the Emergency Fire and Police Emergency Communication Services Contracting Agencies;

WHEREAS, all Contracting Agencies have agreed to pay for any additional costs incurred by the City of Bellevue for extending access to Reverse 911 services to the Contract agencies; and

WHEREAS, the City of Bellevue the Contracting Agencies agree to the need to purchase and implement a new regional paging and station alerting system to improve the quality of emergency services by reducing response times to critical fire and emergency medical incidents for all participating agencies; and

WHEREAS, Section 15. C. of the Agreement specifically precludes additional charges for expenses incurred for any past, current or future Capital Investment Program budget unless and until an amendment to the Agreement is separately negotiated defining which types of projects can be included and under what circumstances; and

WHEREAS, with the exception of the fire departments of Skykomish and Snoqualmie Pass the amendment signatories have agreed to pay a proportional share of the infrastructure costs and all costs associated with installing new station altering equipment in their prospective facilities consistent with the proposed budget contained in Attachment 1 hereto; and

WHEREAS, the Skykomish Fire Department and the Snoqualmie Pass Fire Departments have declined to participate in the new paging and station alerting system and will continue to use the current paging and station alerting systems until such time as 1) they agree to participate in the purchase and installation of the new regional paging and station alerting system or 2) the contracting agencies choose to discontinue contracting with the City of Bellevue for emergency communications services; now therefore:

The Fire/Police Emergency Communications Agreement bearing City of Bellevue Clerk's Receiving No. 31458 dated on or about January 7, 2002 as amended by City of Bellevue Clerk's Receiving No. 36656 dated on or about November 1, 2004 is hereby amended as follows:

1. The participating Contract Agencies each agree to pay one-half of their proportional share of the proposed project budget detailed in Attachment 1 hereto within 60 days of signing this agreement, and any remaining budget estimate within 30 days of receiving a bill from the City of Bellevue for the project.

2. If at any time in the future the Skykomish or Snoqualmie Pass fire departments decide to participate in the new paging and station alerting system, they will each reimburse the other agencies for their proportionate share(s) of the infrastructure costs of the new regional paging and alerting system.

3. All other terms and conditions of the Emergency Fire and Medical Communication Services Agreement shall remain the same.

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Amendment by affixing thereto the signatures of the proper officers on the dates below indicated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CITY OF BELLEVUE**

By \_\_\_\_\_

Its \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**CITY OF BOTHELL**

By \_\_\_\_\_

Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Title \_\_\_\_\_

**KING COUNTY FIRE DISTRICT #45/  
DUVALL**

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

**EASTSIDE FIRE & RESCUE**

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

**KING COUNTY FIRE DISTRICT #27/  
FALL CITY**

By \_\_\_\_\_

Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

**CITY OF KIRKLAND**

By \_\_\_\_\_

Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

**CITY OF MERCER ISLAND**

By \_\_\_\_\_

Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

**KING COUNTY FIRE DISTRICT  
#16/NORTHSHORE**

By \_\_\_\_\_

Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

Title \_\_\_\_\_

**CITY OF REDMOND**

By *Rosmarie Dow*  
Its 4/19/07  
Title \_\_\_\_\_

APPROVED AS TO FORM:

*[Signature]*  
Title CITY ATTORNEY

**CITY OF SHORELINE**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Title \_\_\_\_\_

**CITY OF SNOQUALMIE**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Title \_\_\_\_\_

**WOODINVILLE FIRE AND  
LIFE SAFETY DISTRICT**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Title \_\_\_\_\_

**KING COUNTY FIRE DISTRICT #50/  
SKYKOMISH/STEVENS PASS**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Title \_\_\_\_\_

**KING COUNTY FIRE DISTRICT  
#51/SNOQUALMIE PASS**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Title \_\_\_\_\_