FOURTH AMENDMENT TO THE EMERGENCY FIRE AND MEDICAL COMMUNICATION SERVICES AGREEMENT

The City of Bellevue and the Cities of Bothell, Kirkland, Mercer Island, Redmond, Snoqualmie, and Eastside Fire and Rescue, Northshore Fire Department, King County Fire District #27, Woodinville Fire and Life Safety, King County Fire District #45, Shoreline Fire District, King County Fire District #50, and King County Fire District #51 (Contracting Agencies) are parties to an Interlocal Agreement for Emergency Fire and Medical Communications Services, as previously amended (the Agreement) Contracting Agencies wish to further amend the Agreement as follows

- A Whereas, on or about January 7, 2002 the City of Bellevue entered into an Emergency Fire and Medical Communication Services Agreement bearing City of Bellevue Clerk's Receiving No 31458 with certain fire and emergency agencies for fire and police emergency communications (the "Original Agreement"), and
- B Whereas, on or about November 1, 2004 the Original Agreement was amended (City of Bellevue Clerk's Receiving No 36656) adding a new contracting agency (the "First Amendment"), and
- C Whereas, on or about December 2005 the Bellevue City Council passed Resolution # 5641 authorizing a Second Amendment to the Original Agreement providing for Contracting Agencies to receive access to Reverse 911 services and authorizing the purchase and implementation of a new regional paging and station alerting system, said Second Amendment having been given City of Bellevue Clerks Receiving # 41248 (the Second Amendment"), and
- D Whereas, on or about February 5, 2007, an additional amendment to the Original Agreement was approved with the erroneous title of First Amendment To The Emergency Fire and Medical Communication Agreement, bearing City of Bellevue Clerk's Receiving No 40600 but should have been titled a Third Amendment to said Agreement (the Third Amendment"), and
- E Whereas the Original Agreement, as previously amended by the First Amendment, the Second Amendment and the Third Amendment is hereinafter referred to as the Agreement and

- F Whereas, an additional amendment to the Agreement is now needed as provided below and the parties wish to accurately reflect that it is a fourth amendment, and
- G Whereas, Contracting Agencies have agreed to jointly participate in the purchase of a new fire paging and alerting system to shorten the time required for notification of alarms.
- H Whereas, Believue has discussed with Contracting Agencies that the station alerting components are part of an integrated system, that extends from the City's computer-aided dispatch system, to the alerting equipment and software located at Believue's Communications Center and to the alerting equipment and software located in each Contracting Agency's fire and EMS stations (Stations) identified to be part of this alerting system (System),
- I Whereas, to maintain the operating integrity of the System, the parties to this Agreement believe that maintenance of the communications center equipment and the equipment located in the participating stations shall be provided by a single source
- J Whereas, Bellevue will be responsible for maintaining the hardware, software and associated equipment supplied as integral parts of the System, and
- K Whereas, the equipment associated with the System located in each station will require periodic maintenance and replacement after a prescribed period of time,

Now Therefore, for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows

- The parties acknowledge and agree that the document receiving Clerk's Receiving No 40600 is appropriately titled the Third Amendment to The Emergency Fire and Medical Communication Agreement
- 2 Paragraph 6 of the Third Amendment is amended to read as follows
 - 6 Communications Fire Annual Service Fee
- A The Contracting Agency shall pay a Communications Fire Annual Service Fee to Bellevue in 2007 for existing services as defined in Section 1 equal to the amount paid by the Contracting Agency in 2006, plus an inflationary adjustment. The inflationary adjustment will be the annual percentage increase in the Seattle-Tacoma-Bremerton area CPI All Urban Consumers published by the United States Department of Labor in August of the preceding year (Inflationary Adjustment). For each subsequent year that services are provided to Contracting Agency, it shall pay a Communications Fire Annual Service Fee to Bellevue for existing services, as defined in Section 1 equal to the amount paid by the Contracting Agency in the preceding year, plus the Inflationary

Adjustment The calculation of the 2004 Communications - Fire Annual Service Fee is set forth in Exhibits A-G and summarized specifically in Exhibit H

B The City of Bellevue will be responsible for maintaining the hardware, software, and associated equipment supplied as integral parts of the System. The Contracting Agency shall pay on a pro rata basis Bellevue's costs of maintaining the alerting components of the System which are located in each Station, based on the number of stations in each jurisdiction utilizing the alerting system. The total maintenance amount will be estimated each year by the City of Bellevue and will be presented to the Contracting Agency annually at the time dispatch service costs for the following year are presented to each Contracting Agency.

In addition to the above maintenance costs, Bellevue will collect 1/4 of the replacement cost of equipment installed in each Station for a replacement fund so that the equipment utilized for alerting purposes in each of the participating Stations can be replaced at the expected end of its useful life. Contracting Agency will be notified of its proportional cost for the equipment replacement fund at the time dispatch service costs for the following year are presented to each Contracting Agency.

The City of Bellevue will be responsible for the cost of maintenance up to and including the point where each Contracting Agency's internal station system(s) connect to the station alerting system. The City of Bellevue will assist customers with identification of issues related to unsuccessful alerting in a Station that are beyond the demarcation point of the station alerting system. The City of Bellevue is not responsible for the maintenance of telephone lines, interconnection systems, computer networks or other transmission means which are not operated by the City and are utilized to connect the alerting system equipment at each station to the Communications Center. The City of Bellevue will assist in identifying problems with those networks for the parties responsible for maintaining those networks. Contracting Agency shall provide Bellevue with reasonable access to Stations for purposes of maintaining the system.

3 Except as modified herein, all other provisions of the Agreement shall remain in full force and effect

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

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City Attorney	Title	
CITY OF KIRKLAND	CITY OF MERCER ISLAND	
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CITY OF BELLEVUE

CITY OF BOTHELL

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City Attorney	Title	
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	Katie H Knight	

By_____ Its Title APPROVED AS TO FORM APPROVED AS TO FORM Title _ ____ EASTSIDE FIRE AND RESCUE NORTHSHORE FIRE **DEPARTMENT** By_____ Its______Title____ APPROVED AS TO FORM APPROVED AS TO FORM

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