AGREEMENT TO AMEND AND EXTEND THE FIRE SERVICES AGREEMENT OF 2017 BETWEEN THE CITY OF BELLEVUE AND _____

THIS AGREEMENT TO EXTEND THE FIRE SERVICE AGREEMENT OF 2017 ("Extension") is made and entered into by and between the CITY OF BELLEVUE, a municipal corporation of the State of Washington ("Bellevue"), and _____, a municipal corporation of the State of Washington ("Contracting Agency"), jointly referred to as the Parties.

WHEREAS, in 2017 the Parties entered into an Agreement for the provision of Fire Protection Services by Bellevue to the Contracting Agency ("Agreement") to avoid unnecessary duplications of effort and expenditures of public funds; and

WHEREAS, such Fire Protection Services include fire protection, emergency medical, emergency management services capabilities, and hazardous materials response; and

WHEREAS, the term of the Agreement is through December 31, 2027, but may be extended for an additional ten years to December 31, 2037, if the Parties agree in writing to extend the Agreement by December 1, 2026; and

WHEREAS, the Parties wish to extend the Agreement by entering into this Extension; and

WHEREAS, the Agreement is a multiparty agreement between six Contracting Agencies; and

WHEREAS, some Contracting Agencies are evaluating the formation of a fire protection district or regional fire authority under Title 52 RCW; and

WHEREAS, if any Contracting Agency, alone or jointly with any other Contracting Agency, moves forward with the creation of such entity, allowing those Contracting Agencies to assign this agreement to said entity after creation would be of benefit to all parties; and

WHEREAS, in order to allow such assignments, Section 16 of the Agreement should be amended; and

WHEREAS, the Agreement and this Extension are authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington.

NOW, THEREFORE, in consideration of the terms and provisions of the Agreement and as included herein, the Parties agree as follows:

1. Purpose: the purpose of this Extension is to formalize in writing Bellevue and the Contracting Agencies agreement to extend the Fire Services Agreement of 2017 for an additional ten (10) years.

2. Term: the term of this Extension shall be from January 1, 2028, through December 31, 2037. Either Party may terminate this Extension by providing written notice of its intent to terminate at least 30 days prior to commencement of the final service year (e.g., December 1, 2036) for which the service is to be provided. In the event that such written notice is given, this Extension and the Agreement shall terminate and be of no further force and effect on December 31st of such final year of service; provided that Sections 4(b) and 6(b) LEOFF I Fee, and Section 11 Hold Harmless of the Agreement shall survive the expiration or termination of this Extension and the Agreement.

3. Effect of Extension: This Extension shall only act to extend the term of the Agreement as described in Section 2 above, and to amend the terms of assignment as described in Section 4 below. All other terms and conditions of the Agreement shall remain as described in the Agreement.

4. Assignment of Agreement: Section 16 of the Fire Services Agreement of 2017 is hereby amended to read as follows:

> 16. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by any party, except that any Contracting Party shall be permitted to assign this Agreement to a taxing district that is organized to provide fire and/or emergency medical services to that Contracting Party, provided that the assignment does not change the service area or scope of services provided under this Agreement. The Contracting Party shall provide written notice of assignment to Bellevue. Any attempt to so assign or transfer such right or obligation, except as specifically provided herein, shall be a breach of this Agreement and the assignment shall be of no effect.

5. Entire Agreement: This Extension together with the Agreement and its exhibits and attachments, which are hereby incorporated by reference as if fully set forth herein, represent the entire and integrated agreement between the Parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. The Extension and the Agreement may be amended, modified or added to only by written instrument properly signed by authorized representatives of both Parties hereto.

IN WITNESS whereof, the Parties acting in their official capabilities have hereby executed this Extension by affixing thereto the signature of the proper officers on the dates below indicated.

CITY OF BELLEVUE _____

By_____

By_____

Its_____

Its_____

Date_____

Date_____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____

_____

City Attorney's Office

City Attorney's Office