

10/11/07
 [Handwritten initials]

AGENDA SHEET FOR COUNCIL MEETING OF: September 4, 2007

Submitting Dept.
 Street Department

Contact Person/Phone No.
 Mark Serbousek @ 625-7738

Council Sponsor
 Public Works Committee

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE
 RENEWS
 CROSS REF
 ENG
 BID
 REQUISITION

OPR 2007-0693

OPR 2007-0692

STANDING COMMITTEES

(Date of Notification)

- Finance
- Neighborhoods
- Planning/Community & Econ Dev

- Public Safety
- Public Works 8/13/07

Neighborhood/Commission/Committee Notified:
 Action Taken:

AGENDA WORDING:

Agreement with the Spokane County Fire District #9 (SCFD9) and the City of Spokane for the purchase and installation of Traffic Signal Preemption for Emergency Vehicles (Opticom) system.

BACKGROUND:
 (Attach additional sheet if necessary)

Spokane County Fire District #9 has requested that the City of Spokane allow the use of the Traffic Signal Preemption for Emergency Vehicles (Opticom) system on City-owned and operated signalized intersections to increase the safety of the fire emergency vehicles and the traveling public. Currently, this equipment is being used on State and County-owned signals within the Fire District's response area. The Fire District's vehicles cross through many of the City's signalized intersections in the northern portion of the City. The Street Department, Fire District 9 and the Spokane Fire Department have created a prioritized installation list that will benefit both agencies. The Fire District has budgeted \$100,000 this budget year for the purchase of equipment for ten intersections and will reimburse the Street Department for all direct and indirect costs of installation. There will be no cost to the City of Spokane after reimbursement. Installation is planned to begin in the fall of 2007.


RECOMMENDATION:

Approve agreement


Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
x Expenditure: \$100,000	#Various Accounts
x Revenue: \$100,000	#1100-21300-99999-36455-99999
x Budget Neutral	

ATTACHMENTS: Include in Packets: Interlocal Agreement - Traffic Signal Preemption for Emergency Vehicles

SIGNATURES:



 Department Head


 Director - Public Works & Utilities


 Finance


 Legal

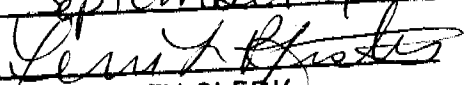

 Chief Operating Officer for Mayor


 Council President

DISTRIBUTION:

- Accounting
- Spokane County Fire District 9
- Street - Mark Serbousek
- Public Works & Utilities
- Street - Matt Doval

COUNCIL ACTION:

APPROVED BY
 SPOKANE CITY COUNCIL:
 September 4, 2007

 CITY CLERK

INTERLOCAL AGREEMENT
TRAFFIC SIGNAL PREEMPTION FOR EMERGENCY VEHICLES

THIS AGREEMENT entered into among SPOKANE COUNTY FIRE DISTRICT #9, a municipal corporation of the State of Washington, having offices for the transaction of business at 3801 East Farwell Road, Mead, Washington 99021, hereinafter referred to as "DISTRICT 9," and the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, it is mutually agreed that the City of Spokane Street Department will allow Traffic Signal Preemption for Emergency Vehicles, hereafter referred to as "Opticom System" to be installed on City owned intersections to increase the safety of authorized fire emergency vehicles and the traveling public; and

WHEREAS, it is mutually agreed that the Street Department will purchase, install, operate, and maintain the Opticom System and DISTRICT 9 will reimburse the Street Department for the purchasing and installation of the Opticom System in accordance with this Agreement; --NOW THEREFORE,

The PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will acquire and allow Opticom System access at traffic signals to DISTRICT 9.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on September 7, 2007 and run until terminated by either Party. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

SECTION NO. 3: RESPONSIBILITIES OF THE CITY

- A. The Street Department shall be responsible for the purchase of the Opticom System components. The CITY shall comply with all applicable legal requirements to the procurement.

- B. The Street Department shall be responsible for the installation and operation of the Opticom System.
- C. If the Street Department determines that a violation of the attached version (Attachment "A") of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles has occurred by DISTRICT 9, the procedures outlined in the policy shall be followed.
- D. The CITY shall become the owner of the equipment.

SECTION NO. 4: RESPONSIBILITIES OF DISTRICT 9

- A. DISTRICT 9 shall procure at its sole expense one (1) Range Emitter, one (1) Phase Selector and two (2) Emergency Vehicle Detectors as spare equipment in case of failures.
- B. DISTRICT 9 personnel shall follow the procedures outlined in the attached version of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles" or DISTRICT 9's Standard Operating Procedure (SOP) "Driving Procedures" whichever is more restrictive.
- C. DISTRICT 9 will coordinate with the Street Department as to FIRE DISTRICT 9's budgeted amount per year and the priority list of intersection for the installation of the Opticom System. This list shall be agreed to before installation begins for each year.

SECTION NO. 5: ADDITIONAL USERS

- A. The Opticom System is being funded by DISTRICT 9 in conjunction with the Street Department; therefore it is agreed that before other fire agencies are allowed to use the preemption equipment they must have a written agreement with both the CITY and DISTRICT 9 which includes late comer's provisions for sharing the cost of purchased and installed preemption equipment.
- B. It is agreed that any additional Opticom system users shall reimburse DISTRICT 9 a late comer's fee for the intersection access allowed by the Street Department on DISTRICT 9 funded intersections.
- C. It is agreed that prior to an additional Opticom users having access to the Opticom system that they shall be required to coordinate and cooperate with DISTRICT 9 and the Street Department to ensure standardized Opticom system use and operational policies and operational protocols are in place.

SECTION NO. 6: COMPENSATION

- A. PURCHASE / INSTALLATION. FIRE DISTRICT 9 shall be responsible for one hundred percent (100%) of the CITY's costs for purchase and installation of the Opticom System components on intersection installations directed or requested by DISTRICT 9.

- B. MAINTENANCE. The Street Department will review the annual maintenance and operation costs of the Opticom System. If deemed necessary the CITY shall request DISTRICT 9 to reimburse the CITY for some or all of the annual maintenance costs through DISTRICT 9's annual budget. The Street Department will notify DISTRICT 9 of its intent to seek the maintenance and operation costs and the amount of the estimated costs prior to October 1st of each year.

SECTION NO. 7: PAYMENT

The CITY will invoice the DISTRICT 9 upon completion of the installation of the Opticom System for provided materials, labor and equipment for intersections requested or directed by DISTRICT 9. Payment by DISTRICT 9 will be due thirty (30) days after receipt of the City's invoice. Application for payment shall be made to the City of Spokane Street Department, 901 North Nelson Street, Spokane, Washington 99202-3769. Payments received shall be credited to the City Street Department's Signal and Lighting Program (1100-21300-99999-36455-99999).

SECTION NO. 8: AUDIT / RECORDS

Both Parties shall maintain for a minimum of three (3) years following final payment all records related to the Agreement. Each Party shall provide access to authorized representatives of the other Party, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 9: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

CITY: Mayor or designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Street Department Director
City of Spokane
901 North Nelson Street
Spokane, Washington 99202-3769

DISTRICT 9: Fire Chief Robert Anderson
Spokane County Fire District 9
3801 East Farwell Road
Mead, Washington 99021-

SECTION NO. 10: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 11: LIABILITY

DISTRICT 9 shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the DISTRICT 9's intentional or negligent acts or breach of its obligations under the Agreement. DISTRICT 9's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless DISTRICT 9, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of DISTRICT 9, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 12: INSURANCE

During the term of the Agreement, each Party shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. Each Party shall provide that the other Party, its officers and employees are additional insureds but only with respect to this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice to the other Party.

As evidence of the insurance coverages required by this Agreement, DISTRICT 9 shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. Each Party shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 13: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 16: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 17: MISCELLANEOUS

- A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference.
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

- F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement.
- G. RELATIONSHIP OF THE PARTIES: The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of DISTRICT 9 shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of DISTRICT 9 for any purpose.

SECTION NO. 18: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1 above.
- B. DURATION: See Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk place it on its web site or other electronically retrievable public source. DISTRICT 9, at its option, may file this Agreement with the Spokane County Auditor.
- F. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2 above.
- H. PROPERTY UPON TERMINATION: If the Street Department terminates FIRE DISTRICT 9's use of the Opticom System in less than ten (10) years from the date of equipment purchase for any reason other than violation of use procedures, the Street Department will either repay the equipment costs to FIRE DISTRICT 9 or return FIRE DISTRICT 9's purchased Opticom equipment minus labor costs.

DATED: 8/20/2007

SPOKANE COUNTY FIRE DISTRICT 9

Michael D. Vandaele
Fire Chief (Acting)

DATED: September 6, 2007

CITY OF SPOKANE

By: [Signature]
For the Chief Operating Officer

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

