



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/27/2016
Clerk's File #	OPR 2016-0560
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BOBBY 625-7001	Project #	
Contact E-Mail	BWILLIAMS@SPOKANEFIRE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1970 - TRAFFIC SIGNAL PREEMPTION - AIRWAY HEIGHT INTERLOCAL		

Agenda Wording

Approve an Interlocal Agreement with the Airway Heights Fire Department for use of the City of Spokane Opticom Traffic Signal Preemption System for Emergency Vehicles.

Summary (Background)

This Interlocal Agreement will allow the Airway Heights Fire Department to receive traffic signal priority via Opticom when on an emergency response within the City of Spokane. Emergency response by bordering Fire Districts has become more common due to our Mutual Aid and Automatic Aid agreements. This will contribute to a safer and more efficient response for apparatus from surrounding Fire Districts. We anticipate additional Opticom requests from bordering Fire Districts.

Fiscal Impact	Budget Account
Select \$	#

Approvals		Council Notifications	
Dept Head	WILLIAMS, BOBBY	Study Session	PSC 02/8/16
Division Director	WILLIAMS, BOBBY	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT		
For the Mayor	WHITNEY, TYLER		

Additional Approvals	
Purchasing	dstockdill @spokanefire.org
	kamoreaux
	korlob
	<i>J. Faught</i>

APPROVED BY
SPOKANE CITY COUNCIL:
7/11/2016
[Signature]
CITY CLERK

Briefing on Fire Department Items
Public Safety Committee Meeting
February 8, 2016

Informational Items:

- **PPE Value Blanket** – The contract for PPE (personal protective equipment – ie: fire coats and pants) has expired. The City issued an RFP and received 2 submittals. Those two bidders provided SFD sets of equipment for the FD to evaluate. The committee evaluated the PPE and only one provider's equipment met our requirements. Therefore the Fire Department is recommending a Value Blanket be established for Globe PPE. This item will be coming forward to City Council as an agenda item in the near future.

- **Addressing Standard** – As a reminder, we have previous discussed that area public safety and GIS representatives who make up the Public Safety GIS Committee have been working on the development of a Addressing Standard that can be implemented on a County-wide basis. The reason for this standard is that there is nothing currently in place to formalize how new streets should be named and addressed so they do not create issues for emergency personnel trying to respond to emergencies. The draft Standard has been vetted by staff from local government agencies throughout the County and is about to be ready to send to local elected officials for their consideration. This is a heads up that in the next several weeks you will be receiving an email from the Committee advising you about the work that is being done so all elected officials are in the loop and no one gets surprises. If you have questions about this effort before or after receiving the email, please let us know.

- **Purchase of Staff Vehicles** – Back in September the FD briefed Council of the anticipated purchase of 4 staff vehicles. The purchase got pushed forward to the beginning of this year. With the change of some Council members, we thought it would be good to repeat the info below from the September 2015 briefing.
 - This is advanced notice of a probable agenda item that may come forward between now and the October PSC meeting. The FD is in the process of finalizing specifications and obtaining pricing for the replacement of four (4) staff vehicles used by the Operations and other Divisions of the Fire Department. It is expected that these vehicles will be purchased off of State contract. New State pricing is expected to be posted by the end of the month and as soon as this occurs final orders will be determined. Based on final specs, some of the vehicle purchases may need to come forward as formal agenda items while others may be below the price threshold.

AMENDED ITEM:

- **Interlocal Agreement with City of Airway Heights (Fire Department)** – This is an agreement between the parties to allow for the use of the Preemption System (Opticom) during emergency responses to help improve response times. Preemption equipment is in place on traffic signals to allow the changing of the traffic lights so emergency vehicles have a green light and all other directions have a red light. This is a standard agreement that the City/ FD is entering in to with agencies/ jurisdictions that are adjacent to the city limits.

**INTERLOCAL AGREEMENT
TRAFFIC SIGNAL PREEMPTION FOR EMERGENCY VEHICLES**

THIS AGREEMENT entered into among AIRWAY HEIGHTS FIRE DEPARTMENT, a municipal corporation of the State of Washington, having offices for the transaction of business at 1208 S. Lundstrom, Airway Heights, Wa 99001, hereinafter referred to as "AIRWAY HEIGHTS FIRE DEPARTMENT" 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", and individually a "party".

WITNESSETH:

WHEREAS, per the authority granted by RCW 39.34.010, it is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, it is in the parties best interest to work together on accomplishing the greatest good regarding the ongoing implementation and use of the traffic "Preempt System"; and

WHEREAS, it is mutually agreed that the City of Spokane Street Department, hereinafter referred to as "Street Department", will allow Traffic Signal Preemption for Emergency Vehicles, hereinafter referred to as "Preempt 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 Preempt System --NOW THEREFORE,

The parties do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of the Agreement is to set forth the parties understanding of the terms and conditions under which the CITY will acquire and allow Preempt System access at traffic signals to AIRWAY HEIGHTS FIRE DEPARTMENT.

SECTION NO. 2 : DURATION

This Agreement shall be effective at 12:01 A.M. on May 16, 2016 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 Preempt System components within the City limits. The CITY shall comply with all applicable legal procurement requirements;

- B. The Street Department shall be responsible for the installation and operation of the Preempt System within the City limits;
- 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" (effective date September 1, 2007) has occurred by AIRWAY HEIGHTS FIRE DEPARTMENT, the procedures outlined in the policy shall be followed.

SECTION NO. 4: RESPONSIBILITIES OF AIRWAY HEIGHTS FIRE DEPARTMENT

- A. AIRWAY HEIGHTS FIRE DEPARTMENT personnel shall follow the procedures outlined in the attached version of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles" or AIRWAY HEIGHTS FIRE DEPARTMENT's Standard Operating Procedure (SOP) "Driving Procedures" whichever is more restrictive.

SECTION NO. 5: ADDITIONAL USERS

- A Prior to additional Preempt System users gaining access to the Preempt System, they shall be required to coordinate and cooperate with AIRWAY HEIGHTS FIRE DEPARTMENT and the Street Department to ensure standardized Preempt System use, as well as confirming sufficient operational policies and operational protocols are in place.

SECTION NO. 6: 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 (3rd) day following the day on which the same have been mailed by certified mail delivery, return receipt requested and postage prepaid addressed to the parties at the addresses set forth below, or at such other address as the parties shall from time-to-time designate by advanced notice in writing to the other parties:

CITY:	Mayor or designee City of Spokane 808 West Spokane Falls Boulevard Spokane, Washington 99201
	Street Department Director City of Spokane 901 N. Nelson Street Spokane, Washington 99202-3769
AIRWAY HEIGHTS FIRE DEPT:	Fire Chief Mitch Metzger Airway Heights Fire Department 1208 S Lundstrom

SECTION NO. 7: 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 prior approval and consent of the other party, consent not unreasonably withheld.

SECTION NO. 8: LIABILITY

AIRWAY HEIGHTS FIRE DEPARTMENT shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from AIRWAY HEIGHTS FIRE DEPARTMENT's intentional or negligent acts or breach of its obligations under the Agreement. AIRWAY HEIGHTS FIRE DEPARTMENT'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 the AIRWAY HEIGHTS FIRE DEPARTMENT, 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 AIRWAY HEIGHTS FIRE DEPARTMENT, its officers and employees.

If the comparative negligence of the parties, their officers or 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. 9: 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 \$1,500,000 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, AIRWAY HEIGHTS FIRE DEPARTMENT 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. 10: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to the 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. 11: 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. 12: COMPLIANCE WITH LAWS

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

SECTION NO. 13: 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The parties agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the parties..

SECTION NO. 14: 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. This Agreement is merged and represents a full integration of the parties intentions. 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 AIRWAY HEIGHTS FIRE DEPARTMENT 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 AIRWAY HEIGHTS FIRE DEPARTMENT for any purpose.

SECTION NO. 15: 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. AIRWAY HEIGHTS FIRE DEPARTMENT, at its option, may file this Agreement with the Spokane County Auditor.
- F. TERMINATION: See Section No. 2 above.

DATED: May 16, 2016

AIRWAY HEIGHTS FIRE DEPARTMENT

M. Metzger
Fire Chief

DATED: Aug 4, 2016

CITY OF SPOKANE

By: *Brian Schmitt*
For the Chief Operating Officer

Attest:

Karen Jacobson
City Clerk - Assistant

Approved as to form:

J. M. [Signature]
Assistance City Attorney

15-503

Attest: *Jeri [Signature]*
Spokane City Clerk

David A. Condon
David A. Condon
Mayor
City of Spokane

