

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BREMERTON AND KITSAP TRANSIT
FOR UPGRADE OF TRAFFIC SIGNAL EQUIPMENT FOR CITY
EMERGENCY VEHICLES AND TRANSIT BUSES

Whereas the City of Bremerton (City) and Kitsap Transit (Transit) has the authority to enter into inter-local agreements under RCW 39.34 to enable cooperation and mutual advantage in developing service and facilities in their local community; and

Whereas Transit retains authority under RCW 46.37.670 to operate signal preemption under second degree priority to emergency vehicles; and

Whereas the City owns and maintains the traffic signals and associated components (e.g., hardware and software) supporting signal function, including the function of preemption for emergency vehicles and transit; and

Whereas the City and Transit have a history of sharing the cost of traffic signal components and sharing the function of signal preemption for emergency vehicles and for transit; and

Whereas most of the City's Opticom™ components are in disrepair and parts which were installed in 1991 and jointly paid for by the City and by Transit are no longer available, and software is no longer supported by the manufacturer; and

Whereas the City and Transit desires to maintain the traffic signal and function of the signal preemption for emergency vehicles and transit on key arterials that overlay core (trunk-line) transit routes; and

Whereas the City and Transit has obtained a grant from federal STP-Urban (countywide priority) funds to replace the Opticom™ components (equipment) and Transit is the lead agency administering the grant with the Federal Transit Administration (FTA);

Therefore the City and Transit hereby agree to enter into the following Agreement:

1. The City and Transit agree to upgrade the City's Opticom™ system using the \$200,000 grant on corridors assisting Transit service routes in the County.
2. Transit agrees to pay all local matching funds (\$31,214.) Transit agrees to purchase using grant funds and matching funds, all equipment and materials (identified by the City and agreed to by Transit) necessary to upgrade the system. A preliminary list of materials and equipment is attached in Exhibit A; it is anticipated this list will be revised by mutual agreement during execution of this

project. Transit further agrees to perform all grant management as necessary for the completion of the project including the procurement of equipment.

3. The City agrees to install all materials and equipment purchased for this project. To minimize costs, the City intends to install the equipment during routine maintenance of its traffic signal system – it is anticipated the installation will occur over a 12-month term. The City has developed the materials and equipment list included in Exhibit A, and will recommend modifications to Transit as they are identified during the course of the work. The City shall track its costs for installation of the equipment, and shall be reimbursed if grant funds remain after purchase of all materials and equipment. In no case shall Transit be responsible to reimburse the City for initial installation costs if grant funds are not available. The City shall maintain a strict inventory of all equipment installed in the system as required by the grant for a term identified by Transit. The City shall further coordinate with all emergency responders to make them aware of the system upgrade and potential for their need to upgrade their equipment to coordinate to function with the new system. The City shall prepare the sole-source justification for continuing with the Opticom™ brand products.
4. Transit agrees to modify or replace emitters in Transit vehicles such that the emitters are fully functional with the updated Opticom™ equipment and provide for individual vehicle identification.
5. The City agrees to maintain the equipment and to allow Transit to use the low-priority signal preemption function on all of the signalized intersections located within the City limits for the extended life of equipment.
6. Transit agrees to pay a fifty percent (50%) share of the necessary maintenance activities and repair activities directed specifically at Opticom™ system components installed at intersections covered under this agreement after the warranty period expires.
7. The City agrees to assume full responsibility for the operation of the City's coordinated network of traffic signals.
8. Transit agrees to train and supervise operator/drivers on fixed route service to employ the low-priority signal preemption function only at times when the individual transit vehicle is more than 3 minutes behind its printed schedule for the next time point. Transit shall continually train all existing and new bus drivers as to the proper use and function of the Opticom™ system and the inadvertent effects of misuse. Transit shall receive assistance from the City staff for revising the training handbook module.
9. Transit agrees to submit to the City a brief annual report which presents the use of and transit efficiencies contributable to the Opticom™ system by Transit in Bremerton. Certain informative data may include but not be limited to:

- a. Usage by vehicle, driver and route
- b. On time arrivals achieved
- c. Efficiencies of diminished carbon foot-print/increased ridership
- d. Qualitative customer comments

The City agrees to provide Transit with basic data taken from the traffic signal cabinet controllers necessary to perform transit analysis by time of day, vehicle use, etc., as requested, but not more frequent than semi-annually unless this information is necessary to resolve a dispute..

10. The purchased equipment will reside as part of Transit's inventory and as a federal asset subject to and part of federal compliance review. The City consents to participate in any single audit or FTA financial and project accountability review.
11. The term of this Agreement shall be twenty years. At the end of the product warranty period and federal service life, whichever is longer, Transit will begin the disposition of former federal equipment to the City.
12. The contract can be canceled by the City provided that the City gives 60-calendar day notice and reimburses Transit for the federal/local match pro-rated investments in the grant-funded intersection and signal control elements outlined in Table 1.
13. This agreement hereby supplants the expired Opticom Agreement approved by City Council in 1991.
14. The contract can be canceled by Transit provided 60-calendar day notice to the City and contingent on the FTA declaring the City eligible to receive the remaining grant funding for the service life of the equipment.
15. Any disputes arising out of this Agreement may be resolved, if the parties are unable to resolve them by direct discussion and negotiation, by referral to a third party arbitrator selected jointly by the two parties.

DATED this 17th day of October, 2012.

CITY OF BREMERTON

KITSAP TRANSIT

Patty Lent
Patty Lent, Mayor 12-13-12

John W. Clauson
John W. Clauson, Executive Director

ATTEST:

ATTEST:

[Signature]
City Clerk

[Signature]
Kitsap Transit Board Clerk

APPROVED AS TO FORM:

[Signature]
Roger Lubovich, City Attorney

EXHIBIT A

SIGNAL LOCATION	City Work #	Former Opticom Model # to be replaced
11th. & Callow Ave	11T&CAL	752 X 2
11th. & High Ave	11T&HIG	262x2
11th. & Kitsap Way	11T&KIT	262x2
11th. & Naval Ave	11T&NAV	262x2
11th. & Pacific Ave	11T&PAC	262x2
11th. & Park Ave	11T&PAR	262x2
11th. & Warren Ave	11T&WAR	262x2
13th. & Warren Ave	13T&WAR	
15th. & Naval Ave	15T&NAV	262x1
16th. & Warren Ave	16T&WAR	262x2
6th. & Callow Ave	6TH&CAL	262x2
6th. & Montgomery Ave	6TH&MON	262x2
6th. & Naval Ave	6TH&NAV	262x2
6th. & Pacific Ave	6TH&PAC	262x2
6th. & Park Ave	6TH&PAR	262x2
6th. & Veneta Ave	6TH&VEN	262x1
6th. & Warren Ave	6TH&WAR	262x2
6th. & Washington Ave	6TH&WAS	262x2
9th. & Washington (Manette Bridge)	9TH&WAS	262x2
Burwell & Callow Ave	BUR&CAL	752 X 2
Burwell & Montgomery Ave	BUR&MON	752 X 2
Burwell & Naval Ave	BUR&NAV	262x2
Burwell & Pacific Ave	BUR&PAC	752 X 2
Burwell & Park Ave	BUR&PAR	752 X 2
Burwell & State Ave	BUR&STA	752 X 2
Burwell & Tunnel Exit	BUR&TUN	752 X 2
Burwell & Warren Ave	BUR&WAR	752 X 2
Burwell & Washington Ave	BUR&WAS	752 X 2
Kitsap Way & Crosswalk (Forrest Ave)	KIT&CRO	262x1
Kitsap Way & Marine DR. (Adele)	KIT&MAR	262x2
Kitsap Way & National Ave	KIT&NAT	262x2
Kitsap Way & Oyster Bay Rd	KIT&OYS	262x2
Kitsap Way & Ostrich Bay Rd	KIT&OST	752 X 2
Kitsap Way & Shorewood Dr (Arsenal)	KIT&SHO	262x2
Kitsap Way & Wycoff Ave	KIT&WYC	262x2
Werner & Oyster Bay Ave.S.	WER&OYS	752 X 2
Werner & Union Ave	WER&UNI	752 X 2
Wheaton & Cherry/Lebo Ave	WHE&CHE	262x2
Wheaton & Hollis St	WHE&HOL	262x2
Wheaton & Riddell Rd	WHE&RID	262x2
Wheaton & Sheridan Rd	WHE&SHE	262x2
Wheaton & Sylvan Way	WHE&SYL	752 X 2