

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF WILDWOOD, MISSOURI, AND METRO WEST FIRE PROTECTION DISTRICT FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A PRIORITY CONTROL SIGNAL SYSTEM AT CITY OWNED AND MAINTAINED TRAFFIC SIGNALS.

WHEREAS, Sections 70.210 and 70.220, RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with a duly authorized agency of this state for the planning, development, or construction of any public improvement; and

WHEREAS, pursuant to Section 70.230, RSMo., “Any municipality may exercise the power referred to in section 70.220 by ordinance duly enacted . . . [;]” and

WHEREAS, Metro West Fire Protection District (the “District”) has approached the City of Wildwood, Missouri (the “City”), requesting to install, maintain and operate priority control signal system equipment to preempt approaches at certain City owned and maintained traffic signals, including all approaches at the intersections of Manchester Road and Pierside Line, Manchester Road at Schnuck’s Wildwood Crossing, and Taylor Road and Main Street, located in the City for emergency fire, rescue and EMS response vehicles during fire, rescue and medical emergencies (the “Project”); and

WHEREAS, the Board of Public Safety of the City reviewed the request from the Fire District and recommended proceeding with the Project; and

WHEREAS, the City Council of the City (the “City Council”) finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City for the Project to be implemented; and

WHEREAS, the City Council desires to enter into an Agreement with the District to detail the responsibilities and requirements regarding the implementation, operation, and long-term maintenance of the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms and provisions of the Agreement by and between the City of Wildwood, Missouri, and Metro West Fire Protection District, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and they hereby are approved, and the Mayor shall be and is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out

and comply with the intent of the Agreement and this Ordinance.

Section Two. Effective Date. This Ordinance shall be in full force and effect from and after its final passage and approval.

Section Three. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subjected matter hereof, unless expressly set forth herein.

Section Four. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Council of the City of Wildwood that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

This Bill was passed and approved on the _____ day of _____, 2022, by the Council of the City of Wildwood, Missouri, after having been read by the title or in full two (2) times prior to passage.

Presiding Officer

James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

Exhibit A
[attach Agreement]

**AGREEMENT
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE
OF A PRIORITY CONTROL SIGNAL SYSTEM AT CITY OWNED
AND MAINTAINED TRAFFIC SIGNAL(S)**

THIS AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 20____, by and between the City of Wildwood, Missouri (hereinafter "City") and the Metro West Fire Protection District (hereinafter "Fire District") for the installation, operation, and maintenance of a priority control signal system at certain City owned and maintained traffic signals within the Fire District.

WITNESSETH:

WHEREAS, the Sections 70.210 to 70.320 inclusive, RSMo., empower cities and other political subdivisions to contract and cooperate with each other for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the Fire District has approached the City requesting the installation of a priority control signal system at certain City owned and maintained traffic signals; and

WHEREAS, the Fire District wants to use priority control signal system equipment to preempt the following approaches at the following City owned and maintained traffic signal(s), for Emergency fire, rescue and EMS response vehicles when fire and/or medical emergencies occur:

<u>City Traffic Signal</u>	<u>Approaches to be Preempted</u>
Manchester @ Pierside	All
Manchester @ Wildwood Crossing	All
Taylor @ Main Street	All

(collectively, the "Approaches"); and

WHEREAS, this Agreement was authorized by City Ordinance No. _____.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. Subject to the terms of this Agreement, the City hereby grants the Fire District, its employees and agents, permission to install, operate and maintain a priority control signal system on each traffic signal located at the Approaches (the "Priority Control Signal System(s)"). The Fire District shall hold harmless the City for any and all costs incurred with respect to the installation, operation and maintenance of the Priority Control Signal Systems, and the Fire District's

performance of such installation, operation or maintenance shall be subject to, and the Fire District shall comply with, all applicable Ordinances of the City, as may be promulgated from time to time.

2. This Agreement constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties with respect to the subject matter hereof. No party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
3. No Priority Control Signal Systems may be installed without the Fire District first obtaining from the Department of Public Works a permit to perform such installation.
 - a. The City may terminate this Agreement at any time due to safety concerns or for a breach of this Agreement by providing the Fire District with a written notice of termination. Should the City exercise its right to terminate this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of termination sent to the Fire District.
 - b. The City may terminate this Agreement for any reason whatsoever at the City's discretion, by giving thirty (30) days prior written notice to the Fire District.
 - c. All equipment shall be removed within thirty (30) calendar days of the effective termination date at no cost to the City.
4. The acquisition of all easements and/or rights-of-way necessary for the installation, operation, and maintenance of Priority Control Signal System equipment shall be the responsibility of the Fire District.
5. All minimum green, yellow and walk timing parameters proposed in a Priority Control Signal System Plan shall be subject to approval by the City. Existing vehicle and pedestrian clearance timing shall be maintained and not shortened as a result of the installation of this system.
6. Only Emergency fire, rescue and EMS response vehicles shall be equipped with priority control preemption emitters. Insofar as many of the City owned and maintained traffic signals are, or will become, part of coordinated signal systems the disruption of these systems must be minimized. Therefore, preemption emitters will not be allowed on Support vehicles, Community education and public information vehicles, police, City, or any other agency's vehicles.
7. Before a priority control preemption emitter is installed on an approved emergency response vehicle, the Fire District shall ensure it is programmed with a unique identification code

8. The Fire District shall “hard wire” a priority control preemption emitter to the flashing lights on each approved emergency response vehicle. The emitter shall not emit a preempt signal unless the flashing lights are on.
9. The Fire District shall be responsible for furnishing and installing an automatic shutoff attached to either the parking brake or the gear selector in all vehicles equipped with priority control preemption emitters.
10. To ensure that every preemption emitter has a unique identification code and that no Fire District uses an identical code, and to maintain uniformity throughout the Metropolitan Area, the City requires that upon installation of a Priority Control Signal System, the Fire District shall identify the unique identification codes used to preempt the traffic signal.
11. In the event the City determines that a vehicle equipped with an approved priority control preemption emitter is operated in a manner which is in violation of this Agreement, upon the City providing the Fire District notice of such violation, the Fire District shall cause the vehicle to be “locked out” of the Priority Control Signal System.
12. The Fire District shall be responsible for all costs associated with furnishing, installing, programming, and maintaining each Priority Control Signal System, including all required upgrades or replacements of existing traffic signal equipment to accommodate the Priority Control Signal System equipment, and the removal of each Priority Control Signal System, if this Agreement is terminated as described herein.
13. The Fire District shall prepare and or provide equipment specification cut sheets, and supporting documents for the installation of each Priority Control Signal System for review and approval by the City. Approval of said documents is at the sole discretion of the City.
14. The Fire District shall furnish, install, and maintain all Priority Control Signal System control equipment, emitters, receivers, and devices. The Fire District's Priority Control Signal System equipment shall not alter or affect the operation of the City's traffic signals and/or detector systems.
15. Priority Control Signal System equipment shall be mounted in/on City owned and maintained traffic signal posts and mast arm supports, and in the City's traffic signal controller cabinets. If said equipment interferes with the operation of the traffic signal or there is not adequate space in the existing controller cabinet, the Fire District shall, at its sole cost, and only upon the prior written approval of the City, provide for the modification, relocation, or replacement of the affected traffic signal facilities to allow for the proper installation of all equipment associated with the Priority Control Signal System.

16. The Fire District shall use power from the City's traffic signal controller cabinets to operate the Priority Control Signal System equipment. The Fire District shall be responsible to ensure that the Priority Control Signal System equipment shall be properly protected and fused.
17. The Fire District shall be responsible for obtaining and paying for all permits to authorize the installation of a Priority Control Signal System. The Fire District will be listed as the permittee and shall pay all associated permit costs. A permit will be required for each signalized location at which a Priority Control Signal System is to be installed.
18. The Priority Control Signal System will be subject to inspection by the City or their employees or agents and said Priority Control Signal System shall not be tested and/or placed in operation unless authorized by the City, whose presence may be required. The Fire District shall give a minimum of forty-eight (48) hours notice to the City when any maintenance of the Priority Control Signal System is scheduled. The Fire District shall reimburse the City for all costs associated with inspection, testing, and maintenance of the Priority Control Signal System.
19. Should a Priority Control Signal System malfunction, resulting in a disruption of normal traffic operations, the City shall have the unilateral authority and sole discretion to disable the Priority Control Signal System. If a system is disabled, the City will notify the Fire District of its action within forty-eight (48) hours.
20. If at any time, as determined by the City, Priority Control Signal System equipment needs to be relocated, the relocation of said equipment shall be the responsibility of the Fire District, at no cost to the City. Unless extended by the City, in writing, the Fire District shall relocate such Priority Control Signal System equipment within thirty (30) days of a request from the City.
21. The Fire District, its approved signal contractor(s), and/or its Priority Control Signal System equipment representative(s) shall not have access to City traffic signal controller(s) at the above referenced traffic signal(s) without the permission and presence of authorized City personnel or their representative.
22. The Fire District shall be responsible for all repairs and/or adjustments to the Priority Control Signal System determined to be necessary due to malfunctions, vandalism, knockdowns and/or acts of God.
23. The Fire District shall not permit to be placed against any real property owned by the City any mechanics', material liens', design professionals', contractors' or subcontractors' liens arising out of the installation, maintenance, or repair of the Priority Control Signal System.
24. To the extent permitted by law, the Fire District agrees that the City shall not be responsible for and does not hereby assume any duties, obligations, debts or liabilities of the Fire District except those expressly set forth herein. The Fire

District does hereby release and agree to indemnify and hold harmless the City from and against any and all losses, damages, liabilities, obligations or causes of action, including attorney's fees and court costs, arising from the activities, conduct and actions of the Fire District, its officers, employees or agents, including, but not limited to, property damage or injury to, or death of persons, including the officers and employees of the Fire District, and agrees to pay all reasonable attorney's fees and court costs incurred by the City in the event of any breach by the Fire District of the terms and provisions of this Agreement. This section shall survive termination of this Agreement.

25. Should the Fire District desire to program the existing Priority Control Signal System for mutual aid units, the Fire District must secure written agreements between the City, mutual aid agencies, and the Fire District.
26. It will be the prerogative of the City to periodically verify that the installation and operation of the Fire District's preemption emitters are in accordance with this Agreement.
27. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.
28. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other parties hereto or except as otherwise specifically provided for herein.
29. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
30. Any notice, demand, request, consent, approval, or communication required herein shall be in writing. Notice may be given by mailing the same, registered mail, postage prepaid, return receipt requested.

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Fire District this _____ day of _____, 20____.

Executed by the City this _____ day of _____, 20____.

FIRE PROTECTION DISTRICT

CITY OF WILDWOOD, MISSOURI

Fire Chief

James R. Bowlin, Mayor

ATTEST:

ATTEST:

Fire District Secretary

City Clerk

APPROVED AS TO LEGAL FORM:

Fire District Attorney