

## RESOLUTION

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE ADAMS COUNTY FIRE PROTECTION DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES.

WHEREAS, the City and the Adams County Fire Protection District (District) are political subdivisions of the State of Colorado; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Section 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City maintains and operates traffic control signals and related infrastructure at various intersections of public roads within the City; and

WHEREAS, the District utilizes traffic signals maintained and operated by the City in the provision of its emergency services to the citizens and property within its jurisdiction and to individuals passing through its jurisdiction; and

WHEREAS, the City and the District recognize that it is in the best interest of the citizens for District-owned preemption devices to be attached to City traffic signals utilized by the District; and

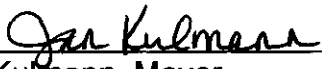
WHEREAS, the City and the District desire to enter into this Intergovernmental Agreement for the purpose of governing the installation and maintenance of District-owned preemption devices attached to City-owned traffic signals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

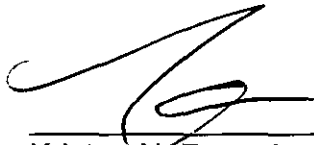
1. That the Intergovernmental Agreement between the City and the District *pertaining to the installation and maintenance of District-owned preemption devices on City-owned traffic signals, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.*
2. That the City Manager is hereby authorized to execute, and the City Clerk to attest, the attached Intergovernmental Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, on February 8, 2022.

CITY OF THORNTON, COLORADO

  
\_\_\_\_\_  
Jan Kulmann, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

## INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES

This **Intergovernmental Agreement for the Installation and Maintenance of Traffic Control Devices** (the "Agreement") is entered into by and between **City of Thornton**, located at 9500 Civic Center Drive, Thornton, CO 80229 ("Thornton"), and the **Adams County Fire Protection District** (the "District"). Thornton and the District are referred to collectively as the "Parties" or individually as a "Party".

### I. RECITALS

**WHEREAS**, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, *et seq.* and 29-20-105 of the Colorado Revised Statutes ("C.R.S.") authorize and encourage governments to cooperate by contracting with one another for their mutual benefit;

**WHEREAS**, Thornton is a home rule municipality, with all of the powers, authority, and privileges granted by Article XX of the Colorado Constitution and by any other law of this state together with such implied and incidental powers, authority, and privileges as may be reasonably necessary, proper, convenient, or useful to the exercise thereof. All such powers, authority, and privileges are subject to the restrictions and limitations provided for in Article XX of the Colorado Constitution and in any other law of this state.;

**WHEREAS**, the District is a political subdivision of the State and was organized pursuant to 32-1-101, C.R.S., *et seq.* to provide fire suppression, rescue, hazardous materials, emergency medical, and ambulance services (collectively, "Emergency Services") to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction;

**WHEREAS**, Thornton installs and maintains traffic control signals and related infrastructure at various intersections of public roads within Thornton;

**WHEREAS**, the District utilizes traffic signals maintained by Thornton in the provision of its Emergency Services and wishes to install and maintain GPS Preemption system devices at certain traffic signals maintained by Thornton for faster, safer emergency vehicle preemption;

**WHEREAS**, Thornton is willing to allow the District to install and maintain the GPS Preemption system devices at certain traffic signals maintained by Thornton upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### II. AGREEMENT

A. **Installation and Maintenance of GPS Preemption System Devices.** Thornton authorizes the District to install GPS Preemption system devices and any associated wire or other hardware or equipment (collectively, "Preemption Devices") at traffic signals maintained by Thornton as are mutually agreed upon by the District and Thornton. The District shall notify Thornton Traffic Engineering a minimum of 7 business days prior to the installation of Preemption Devices. The District shall be solely responsible for the cost

of purchasing and installing the Preemption Devices. In general, the Preemption Devices shall be mounted on the traffic signal pole closest to the control box for the intersection and wiring shall be routed to the traffic signal cabinet. The installation of the Preemption Device and connection to the traffic signal cabinet shall be performed by a qualified contractor hired by the District. Maintenance of the Preemption Devices shall be performed by a qualified contractor hired by the District. An International Municipal Signal Association certified Traffic Signal Level II technician shall be on-site during the installation and maintenance of the Preemption Devices. The District shall be responsible for all costs associated with repairing, maintaining or replacing the Preemption Devices, provided that Thornton shall be responsible for any costs associated with repairing or replacing a Preemption Device that is damaged by Thornton or its employees, agents or contractors.

- B. **System Security.** The District shall, at its sole cost, purchase and maintain appropriate software to prevent unauthorized individuals or entities from accessing the District's GPS Preemption System or Thornton's traffic control system.
- C. **Ownership.** Notwithstanding the installation of the Preemption Devices on traffic signals maintained by Thornton, the District shall be the sole owner of the Preemption Devices.
- D. **Record Retention.** The Parties shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized the District, or Thornton.
- E. **Indemnification.** The extent permitted by law, the District shall indemnify and hold harmless Thornton against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by District, or its employees or agents pursuant to the terms of this Agreement. By executing this Agreement containing this indemnity clause, the District does not waive the operation of any law concerning its ability to indemnify. The District shall maintain insurance in compliance with the Colorado Governmental Immunity Act during the term of this Agreement.
- F. **Effective Date and Term.** This Agreement is effective as of the date the last Party signs this Agreement, and shall continue in effect until terminated in accordance with its terms.
- G. **Termination.**
  - 1. The Parties may at any time mutually agree in writing to terminate this Agreement.
  - 2. Either Party may at any time terminate this Agreement upon 90 calendar days prior written notice to the other Party. Upon termination of this Agreement, the District, at its sole cost, shall remove the Preemption Devices from traffic signals maintained by Thornton. If the District fails to remove the Preemption Devices from traffic signals maintained by Thornton within 60 days of the termination date,

Thornton may remove the Preemption Devices and shall be reimbursed by the District for the costs of said removal.

- H. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under federal or State law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101, C.R.S., *et seq.*
- I. **Notice.** Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

**Thornton**

**District**

City of Thornton  
Attn: Traffic Engineer  
12450 Washington Street  
Thornton, CO 80241

Adams County Fire Protection District  
Attn: Fire Chief  
8055 Washington Street  
Denver, CO 80229

**III. ADDITIONAL TERMS & CONDITIONS**

- A. **Additional Documents or Actions.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
- B. **Amendment, Integration.** This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect.
- C. **Assignability.** Neither Party shall assign this Agreement without the prior written consent of the other Party. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement.
- D. **Governing Law; Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Adams County District Court.
- E. **Waiver.** A waiver by either Party to this Agreement or a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
- F. **Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such Party including, without limitation, war, pandemic, epidemic embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- G. **Parties Interested Herein.** This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors.

- H. **Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability, or constitutionality of the remaining provisions of this Agreement. The Parties hereby declare that they would have accepted this Agreement and each part hereof irrespective of the fact that any one part is declared unconstitutional or invalid.
- I. **Electronic Signatures and Electronic Records.** The Parties consent to the use of electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable City regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**ADAMS COUNTY FIRE PROTECTION DISTRICT**, a political subdivision of the State of Colorado

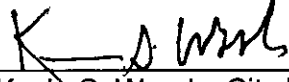
By:   
Jerry Marchese, Board President

Date: 1/27/2022

**ATTESTED:**


By:   
Anthony Spano, Board Secretary

**CITY OF THORNTON**


  
\_\_\_\_\_  
Kevin S. Woods, City Manager

Date: 3/8/22

**ATTESTED:**

  
\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

**APPROVED AS TO LEGAL FORM:**

  
\_\_\_\_\_  
Tami Yellico, City Attorney