

APPENDIX B - Intergovernmental Agreement

(Note: The executed Intergovernmental Agreement has been published separately.)

**INTERGOVERNMENTAL AGREEMENT
AMONG
ADAMS COUNTY,
THE CITY OF BRIGHTON,
THE CITY OF COMMERCE CITY,
THE TOWN OF EATON,
THE CITY OF EVANS,
THE CITY OF FORT LUPTON,
THE TOWN OF GILCREST,
THE CITY OF GREELEY,
THE TOWN OF LASALLE,
THE TOWN OF PLATTEVILLE,
WELD COUNTY,
AND
THE STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT is entered into effective as of the ____ day of _____ 2000, by and among Adams County, the City of Brighton, the City of Commerce City, the Town of Eaton, the City of Evans, the City of Fort Lupton, the Town of Gilcrest, the City of Greeley, the Town of LaSalle, the Town of Platteville, and Weld County (hereafter referred to collectively as the "Cities and Counties"), and the State of Colorado, Department of Transportation (hereafter referred to as the "Department"), all of said parties being referred to collectively herein as the "Agencies."

WITNESSETH:

WHEREAS, the Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own; and

WHEREAS, each Agency is authorized by Section 43-2-147(l)(a), C.R.S., to regulate access to public highways within its jurisdiction; and

WHEREAS, the coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and

WHEREAS, the Agencies desire to provide for the coordinated regulation of vehicular access for the section of State Highway 85 between Interstate 76 (MP 227.00) and Weld County Road 80 (MP 278.74) (hereafter referred to as the "Segment"), which passes through the jurisdiction of each Agency; and

WHEREAS, the Agencies are authorized pursuant to Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1 to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segment for the purposes above recited; and

WHEREAS, the development of this Access Control Plan adheres to the requirements of the 1998 State Highway Access Code, 2 C.C.R. 601-1, Section 2.12.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. This Agreement shall constitute an approved access control plan for the Segment, within the meaning of Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1.
2. The Agencies shall regulate access to the Segment in compliance with the Highway Access Law, Section 43-2-147, C.R.S. (the "Access Law"), the Highway Access Code, 2 C.C.R. 601 -1 (the "Code"), and this Agreement, including Exhibits A (US 85 Access Control Plan), B (US 85 Corridor Map) and C (Access Plan Amendment Process) attached hereto and incorporated herein by reference. Vehicular access to the Segment shall be permitted only when such access is in compliance with the Access Law, the Code and this Agreement.
3. Private accesses which were in existence in compliance with the Access Law prior to the adoption of this Agreement may continue in existence until such time as a change in the private access is required by the Access Law, the Code or this Agreement or in the course of highway construction. When closure, modification, or relocation of a private access is required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.
4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in Exhibits A and B to this Agreement shall be in conformity with this Agreement
5. Parcels of real property created after the effective date of this Agreement which adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conform to the provisions of this Agreement.
6. This Agreement is based upon and is intended to be consistent with the Access Law and the Code as now or hereafter constituted, but no amendment to either the Access Law or the Code which becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement shall be binding on any Agency without the express written consent of such Agency.

7. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, but, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be subject to annual appropriations as provided by law.
8. Should any one or more sections or provisions of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.
9. This writing supersedes and controls all prior written and oral agreements and representations of the Agencies and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on any Agency. This Agreement may be amended only in writing executed by all Agencies on express authorization from their respective governing bodies or director. The Agencies agree to confer every three years with respect to whether a necessity exists for amendment to the Agreement, or regarding the continuation hereof, or both. Notwithstanding the foregoing, however, this Agreement shall remain in force until terminated by written agreement of all of the agencies.
10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.
11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement .
12. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year first above written.

Adams County, Colorado

ATTEST:

Commissioner, Adams County

County Clerk

APPROVED AS TO FORM:

County Attorney

City of Brighton, Colorado

ATTEST:

Mayor, City of Brighton

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Commerce City Colorado

ATTEST:

Mayor, City of Commerce City

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of Eaton, Colorado

ATTEST:

Mayor, Town of Eaton

Town Clerk

APPROVED AS TO FORM:

Town Attorney

City of Evans, Colorado

ATTEST:

Mayor, City of Evans

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Fort Lupton, Colorado

ATTEST:

Mayor, City of Fort Lupton

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of Gilcrest, Colorado

ATTEST:

Mayor, Town of Gilcrest

Town Clerk

APPROVED AS TO FORM:

Town Attorney

City of Greeley, Colorado

ATTEST:

Mayor, City of Greeley

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of LaSalle, Colorado

ATTEST:

Mayor, Town of LaSalle

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Town of Platteville, Colorado

ATTEST:

Mayor, Town of Platteville

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Weld County, Colorado

ATTEST:

Commissioner, Weld County

County Clerk

APPROVED AS TO FORM:

County Attorney

**State of Colorado
Department of Transportation**

ATTEST:

Chief Engineer

Chief Clerk

CONCUR:

Regional Transportation Director