

AN INTERGOVERNMENTAL AGREEMENT REGARDING AN ACCESS CONTROL PLAN FOR PORTIONS OF WELD COUNTY ROAD 9.5, LARIMER COUNTY ROAD 3 AND HIGH PLAINS BOULEVARD (COLLECTIVELY ALSO KNOWN AS HIGH PLAINS BOULEVARD) AMONG THE TOWN OF BERTHOUD, THE TOWN OF JOHNSTOWN, THE TOWN OF MEAD, LARIMER COUNTY AND WELD COUNTY

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2020, by and among the Town of Berthoud, the Town of Johnstown, the Town of Mead, Larimer County, and Weld County.

WITNESSETH:

WHEREAS, the Parties are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and C.R.S. §§ 29-1-201 et seq. 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 Party is authorized by C.R.S. § 43-2-147(1)(a) to regulate access to public roads within its jurisdiction, and

WHEREAS, the Parties have cooperated to prepare an Access Control Plan (the “Access Control Plan”) for a portion of road that includes portions of Weld County Road 9.5, Larimer County Road 3, and High Plains Boulevard, spanning from State Highway 66 to State Highway 34, which road is collectively referred to as “High Plains Boulevard” herein and in the Access Control Plan, attached hereto and incorporated herein by reference, and

WHEREAS, each Party hereto has or could in the future have jurisdiction over a portion of such road, and

WHEREAS, the coordinated regulation of vehicular access to High Plains Boulevard is necessary to maintain the efficient and smooth flow of traffic, to enhance traffic safety, to protect the functional integrity of the road and optimize its traffic capacity, to ensure wise use of funding for infrastructure, to provide an efficient spacing of traffic signals and accesses, and to protect the public health, safety, and welfare, and

WHEREAS, the Parties are authorized pursuant to Section 2.12 of the 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 access control plan, and

WHEREAS, the Parties hereto desire to provide for the coordinated regulation of vehicular access to High Plains Boulevard, and

WHEREAS, each Party hereto has adopted the Access Control Plan by resolution,

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the Parties hereto agree as follows:

1. ACCESS CONTROL PLAN: The Parties hereto agree to regulate access to any portion of High Plains Boulevard under their respective jurisdictions in compliance with the Access Control Plan, as amended. New vehicular access to High Plains Boulevard shall be permitted only when such access complies with the technical standards set forth in the attached Access Control Plan technical memo and the access control plan exhibit.
2. POLICY COMMITTEE: Should a dispute arise between any of the Parties hereto as to the interpretation of a provision of the Access Control Plan, the Parties agree the dispute shall be resolved by the determination of a majority vote of a committee to be known as the High Plains Boulevard Policy Committee. Such committee shall be made up of one representative appointed by each of the Parties hereto. In the alternative, the dispute may be resolved by the filing of an action in the appropriate district court.
3. POLICE POWER: This Agreement is intended to be in furtherance of the exercise of the general police power of each Party hereto, and nothing herein shall be construed to be a waiver by the Parties of their respective police power.
4. AUTHORIZATION: By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to contract and execute this Agreement have been performed, and that the persons signing for each Party have been duly authorized by his or her governing body to do so.
5. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties hereto.
6. GOVERNMENTAL IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess under federal or state constitutional, statutory, or common law.
7. NO THIRD PARTY BENEFICIARY ENFORCEMENT: 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.
8. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties to this Agreement and supersedes any other agreements, whether oral or written, concerning High Plains Boulevard.
9. MODIFICATION AND BREACH: No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused,

unless such waiver or consent shall be in writing and signed by the Party that has waived or consented to such breach. Any consent by any Party hereto, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day
_____, 2020.

ATTEST:

COUNTY OF WELD, a political subdivision
of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:
Larimer County Clerk to the Board

COUNTY OF LARIMER, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Steve Johnson, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:

TOWN OF BERTHOUD, COLORADO

By: _____
Christian Samora, Town Clerk

By: _____
William Karspeck, Mayor

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:

TOWN OF MEAD, COLORADO

By: _____
Mary Strutt, Town Clerk

By: _____
Colleen Whitlow, Mayor