

AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF BRIGHTON REGARDING
A JOINT AG INNOVATION SPECIALIST POSITION

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the CITY OF BRIGHTON, COLORADO (hereinafter called "CITY"), and ADAMS COUNTY, COLORADO (hereinafter called "COUNTY"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, COUNTY and CITY each approved a DISTRICT PLAN in March of 2016 (the "DISTRICT PLAN" or "PLAN"), which outlined several implementation activities including the establishment of a full-time Ag Innovation Specialist position to help guide and undertake work activities related to the implementation of the DISTRICT PLAN including, but not limited to, promoting continued agricultural land uses and agritourism uses, food production, marketing and education; and

WHEREAS, COUNTY and CITY now desire to amend the existing agreement for the Ag Innovation Specialist position and outline their understandings and agreements regarding the tasks, oversight and compensation of that project-designated position (the "AMENDED AGREEMENT").

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This AMENDED AGREEMENT defines the responsibilities and financial commitments of PARTIES with respect to the Ag Innovation Specialist Position ("POSITION").

2. PURPOSE

In order to further the goals of promoting agricultural activities, agritourism, local food systems, context-sensitive land use patterns and economic development, and preserving prime agricultural lands, one of the key strategies identified in the PLAN was the joint funding of a project-designated employee who would be employed by the COUNTY to carry out the PLAN's broad array of implementation action items. The District Plan Action Plan has nine next steps, five goals, and 26 tactics describing the work activities of the proposed POSITION, including the designation of the POSITION title as "Ag Innovation Specialist."

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to the AMENDED AGREEMENT is necessary for the health, safety, comfort, convenience, and welfare of all the people in the DISTRICT PLAN region and is of particular benefit to the inhabitants of the entire CITY and COUNTY and property therein.

4. PRACTICAL CONSIDERATIONS OF EMPLOYMENT

- A. The POSITION was initially established for a two-year (24-month) term, pending project timelines. The Parties now wish to extend the POSITION another three (3) years (36 months), effective January 1, 2019, until December 31, 2021. (The initial two-year term as well as three-year extension shall collectively be known as the “PROJECT PERIOD.”) Thereafter, extensions of the PROJECT PERIOD shall be approved via resolution by the CITY and COUNTY prior to said extension.
- B. POSITION will be assigned tasks in accordance with an annual work program jointly developed by COUNTY and CITY. Day-to-day work activities and quarterly and annual milestones of POSITION will be set by the jurisdiction responsible for supervising and housing the POSITION (“RESPONSIBLE PARTY”) in consultation with the other jurisdiction (“SUPPORTING PARTY”).
- C. POSITION will serve as an employee housed and supervised by the RESPONSIBLE PARTY in a location determined by the RESPONSIBLE PARTY prior to the PROJECT PERIOD. The location and supervision of the POSITION will rotate, beginning with the COUNTY from June 19, 2017, to December 31, 2018, then to the CITY on January 1, 2019, for a period of three years. Recruitment, selection, and compensation of POSITION will be undertaken by RESPONSIBLE PARTY, with input, consultation, and participation by the SUPPORTING PARTY.
- D. POSITION will be subject to the policies of the RESPONSIBLE PARTY’s Employee Manual as applicable.
- E. Performance reviews shall be conducted by the RESPONSIBLE PARTY in consultation with the SUPPORTING PARTY.
- F. For the PROJECT PERIOD, and as amended per Section 4A above, the POSITION will be funded by a 50/50 financial share between COUNTY and CITY.
- G. The focus of the job duties during the PROJECT PERIOD will be on implementing the DISTRICT PLAN and establishing the necessary programs and systems to support the DISTRICT PLAN’s vision, recommendations and action items.
- H. COUNTY and CITY shall each designate one staff representative to work collaboratively with each other to provide support to POSITION.

5. POSITION AND PROGRAM COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AMENDED AGREEMENT, the 50/50 shared costs for the POSITION shall consist of and be limited to the following:
 - 1. Salary and benefits associated with POSITION;
 - 2. Costs of POSITION administration including office supplies and technologies, public meeting materials, education and training, and program support costs (“POSITION COSTS”).
- B. It is understood and agreed that the total POSITION and POSITION COSTS as defined above shall not exceed Eighty-Two Thousand Dollars (\$82,000) with no more than a five percent (5%) increase annually for inflation/cost of living for each year of the PROJECT

PERIOD. The PARTIES may change the POSITION COSTS if the PROJECT PERIOD is extended in accordance with the process to extend the PROJECT PERIOD in Section 4A above.

- C. CITY shall contribute fifty percent (50%) of POSITION and POSITION COSTS as defined herein for the PROJECT PERIOD. These amounts may be subject to change per Section 5B above.
- D. COUNTY shall contribute fifty percent (50%) of POSITION and POSITION COSTS as defined herein for the PROJECT PERIOD. These amounts may be subject to change per Section 5B above.

6. MANAGEMENT OF FINANCES

- A. RESPONSIBLE PARTY shall be responsible for the provision of salary, benefits and associated expenditures for the POSITION and POSITION COSTS.
- B. RESPONSIBLE PARTY shall be responsible for ensuring all costs of salary, benefits and associated expenditures for the POSITION and POSITIONS COSTS shall not exceed Eighty-Two Thousand Dollars (\$82,000) annually, plus a five percent (5%) increase annually for inflation/cost of living.
- C. RESPONSIBLE PARTY shall request in writing from the SUPPORTING PARTY fifty percent (50%) of actual costs incurred on a quarterly basis. The request, along with supporting documentation, will be provided to the SUPPORTING PARTY in writing by the RESPONSIBLE PARTY within ten (10) days after the quarter has ended. All fourth quarter requests shall be remitted by the RESPONSIBLE PARTY by December 15th. The CITY's share of the POSITION is defined by Paragraph 5C of this AMENDED AGREEMENT. The COUNTY's share of the POSITION is defined by Paragraph 5D of this AMENDED AGREEMENT.
- D. SUPPORTING PARTY shall remit to the RESPONSIBLE PARTY their share of POSITION COSTS within fourteen (14) days after the receipt of each written request provided that all necessary documentation has been received by SUPPORTING PARTY to substantiate costs incurred. All fourth quarter payments shall be remitted to the RESPONSIBLE PARTY no later than the last day of the year to ensure timely receipt of the year's expenditures for POSITION.
- E. Quarterly financial records of the costs incurred for the POSITION and POSITION COSTS will be provided to the SUPPORTING PARTY by the RESPONSIBLE PARTY for informational purposes. The SUPPORTING PARTY may have access to review the records at any time with prior written notice to the RESPONSIBLE PARTY.

7. TERM OF AGREEMENT

- A. The term of this AMENDED AGREEMENT shall commence upon final execution by all PARTIES and shall supersede all other Agreements related to the POSITION.
- B. POSITION will terminate at the end of the PROJECT PERIOD unless terminated earlier by termination of this AMENDED AGREEMENT or agreement of the PARTIES. Financial payment for POSITION and POSITION COSTS shall end upon termination of

the AMENDED AGREEMENT or the POSITION, and the RESPONSIBLE PARTY shall reimburse the SUPPORTING PARTY any pre-paid proportion of its financial contribution resulting from said termination. The RESPONSIBLE PARTY shall pay such reimbursement within thirty (30) days of termination.

8. NOTICES

Any notices, demands, or other communications required or permitted to be given by any provision of this AMENDED AGREEMENT shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth below or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Community and Economic Development Department
4430 South Adams County Parkway, Suite C2000
Brighton, CO 80601-8212

Adams County Attorney's Office
4430 South Adams County Parkway, Suite C5000B
Brighton, CO 80601-8206

For the City of Brighton:

City of Brighton Parks and Recreation Department
500 South 4th Avenue
Brighton, CO 80601

City of Brighton Finance Department
500 South 4th Avenue
Brighton, CO 80601

City of Brighton City Manager
500 South 4th Avenue
Brighton, CO 80601

9. AMENDMENTS

This AMENDED AGREEMENT contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this AMENDED AGREEMENT shall be in writing and executed by PARTIES hereto to be valid and binding.

10. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the AMENDED

AGREEMENT as a whole and all other clauses or provisions shall be given full force and effect.

11. APPLICABLE LAWS

This AMENDED AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in Adams County, Colorado.

12. ASSIGNABILITY

No party to this AMENDED AGREEMENT shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

13. BINDING EFFECT

The provisions of this AMENDED AGREEMENT shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

14. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this AMENDED AGREEMENT, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

15. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of COUNTY and/or CITY stated in this AMENDED AGREEMENT is subject to the requirement of a prior appropriation of funds by the appropriate governing body of COUNTY and/or CITY.

16. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this AMENDED AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this AMENDED AGREEMENT shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of parties that any person or party other than either one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with C.R.S. §8-17.5-101, *et seq.*

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

CITY OF BRIGHTON, COLORADO

Kenneth J. Kreutzer, Mayor

Date: _____

ATTEST:

Natalie Hoel, City Clerk

Approved as to Form:

Jack D. Bajorek, City Attorney

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date: _____

ATTEST:

Adams County Clerk & Recorder's Office

Approved as to Form:

Adams County Attorney's Office

BOARD OF COUNTY COMMISSIONERS
FOR ADAMS COUNTY, STATE OF COLORADO
RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE CITY
OF BRIGHTON REGARDING A JOINT AG INNOVATION SPECIALIST POSITION

Resolution 2018-###

WHEREAS, Adams County and the City of Brighton (“Parties”) wish to implement the jointly adopted District Plan’s community vision for local food production, conservation and agri-based land uses in the area south of Brighton; and,

WHEREAS, the District Plan calls for a joint City and County employee to carry out the District Plan’s implementation action items; and,

WHEREAS, the Parties wish to amend an intergovernmental agreement, entitled “Intergovernmental Agreement between Adams County and the City of Brighton Regarding a Joint Ag Innovation Specialist Position,” to define the hiring, supervision, practical considerations of employment, financial commitments and other responsibilities with respect to the shared employee tasked with guiding and working towards the implementation of the District Plan; and

WHEREAS, the Intergovernmental Agreement is a cooperative effort between Parties and will benefit the citizens of Adams County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the amended Intergovernmental Agreement between Adams County and the City of Brighton regarding a Joint Ag Innovation Specialist Position, a copy of which is attached hereto and incorporated herein by this reference, be and hereby approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Intergovernmental Agreement on behalf of Adams County.