

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF BRIGHTON  
REGARDING A  
LOCAL DISTRICT PLAN

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 identified the Local Food Production District south of Brighton in the creation of the Adams County Open Space, Parks, and Trails Master Plan; and

WHEREAS, the Master Plan suggested further study of this area to determine the viability of continued agricultural land uses and related uses including for agri-tourism uses; and

WHEREAS, CITY plans to update the Brighton Comprehensive Plan and, which shares the same geographic area with the Local Food Production District; and

WHEREAS, the Parties desire to understand the market potential for the area to allow economic development, housing, and recognition of a balanced agricultural heritage; and

WHEREAS, CITY and COUNTY now desire to proceed with the Local District study as a joint effort (hereinafter called "PROJECT"); and

WHEREAS, CITY has heretofore adopted a budget for calendar year 2015 subsequent to public hearing which includes funds for PROJECT; and

WHEREAS, COUNTY has heretofore adopted a budget for calendar year 2015 subsequent to public hearing which includes funds for PROJECT; and

WHEREAS, the County Commissioners of COUNTY and the City Council of CITY have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

PROJECT shall include creation of a plan document that assesses the viability of agricultural preservation, suggests future land uses for the study area, and may serve as a Comprehensive Plan amendment for the CITY and/or COUNTY should it be duly adopted by CITY and/or COUNTY.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people in the PROJECT region and is of particular benefit to the inhabitants of CITY and COUNTY and the property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Consultant fees associated with PROJECT;

2. Costs of public meetings associated with PROJECT (advertising, room rental, refreshments, etc.)
    3. Printing of final document.
  - B. It is understood that total PROJECT costs as defined above are estimated to be no more than \$200,000.
  - C. CITY shall contribute twenty-five percent (25%) of PROJECT costs as defined herein, up to a total expenditure not to exceed Fifty Thousand Dollars (\$50,000).
  - D. COUNTY shall provide seventy-five percent (75%) of PROJECT costs up to a maximum of One Hundred Fifty Thousand Dollars.
5. MANAGEMENT OF FINANCES
  - A. COUNTY shall be responsible for the public bidding of PROJECT and the award of the contract to the lowest responsive, responsible bidder. PARTIES shall evaluate submitted proposals in accordance with the provisions stated in the Request for Proposals (RFP), and if necessary, jointly interview prospective consultants.
  - B. COUNTY shall request in writing from CITY after the award and execution of the contract with the Consultant the CITY's share of each invoice as defined by Paragraph 4.C of this Agreement.
  - C. CITY shall remit to COUNTY CITY's share of PROJECT costs within thirty (30) consecutive days after the receipt of each written request, which requests are defined by Paragraph 5.B above. CITY'S total obligation to remit shall not exceed Fifty Thousand Dollars (\$50,000).
  - D. PROJECT funds remitted by CITY to COUNTY shall be held by COUNTY in a segregated account, to be used exclusively for payment for completed work as part of PROJECT.
  - E. COUNTY shall make incremental payment to the Consultant only after invoices have been approved for payment by both CITY and COUNTY.
  - F. On a monthly basis COUNTY shall provide CITY with a written statement of accounting for PROJECT.
6. MANAGEMENT OF PROJECT
  - A. Costs. Project costs shall consist of those costs as defined in Paragraph 4 of this Agreement.
  - B. Project Management and Payment.
    1. COUNTY, with the assistance of CITY, shall administer and coordinate the Project-related work as provided herein.
    2. COUNTY, with assistance and approval of CITY, shall advertise for proposals; conduct a bid opening; review and evaluate submitted proposals; and award contract(s).
    3. COUNTY shall require the consultant to provide adequate liability insurance that includes PARTIES as additional insured. The consultant shall be required to indemnify PARTIES. Copies of the insurance coverage shall be provided to CITY.
    4. COUNTY, with assistance of CITY, shall coordinate public input sessions, information gathering, meeting preparations, presentations, and review of deliverables as required to complete PROJECT. COUNTY, with assistance of CITY, shall assure that work is performed in accordance with the contract documents and shall accurately record the costs relative thereto.

5. COUNTY shall remit payment to consultant based on billings approved by PARTIES.
6. COUNTY, with assistance and written concurrence by CITY, shall prepare and issue all written change or work orders to the contract documents.
7. PARTIES shall jointly review the final plan document and accept or reject the completed PROJECT in accordance with the contract documents.
8. COUNTY shall provide CITY a reproducible file of all deliverables associated with PROJECT.

C. Change orders.

In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract such changes shall be rejected or approved in writing by the PARTIES. COUNTY shall provide the necessary funds to pay for any and all change orders.

7. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate one (1) year after the final payment is made to the consultant and the final written statement of accounting for PROJECT has been sent to CITY.

8. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

9. NOTICES

- A. Any notices, demands, or other communications required or permitted to be given by any provision of this 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 part to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Office of Long Range Strategic Planning  
4430 South Adams County Parkway, Suite 3000  
Brighton, CO 80601

Adams County Finance Department, Purchasing Section  
4430 South Adams County Parkway, Suite C4000A  
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 Community Development Department  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601

City of Brighton City Manager  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601

- B. The PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information upon request by CITY or COUNTY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement or any amendments or addenda to this Agreement.

10. AMENDMENTS

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

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

12. APPLICABLE LAWS

This 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.

13. ASSIGNABILITY

No party to this 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.

14. BINDING EFFECT

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

15. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days written notice by either of the PARTIES, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all PARTIES and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be

shared between PARTIES in the same ratio(s) as their contributions (see Paragraphs 4.C and D), and subject to the maximum amount of each Party's contribution as set forth herein.

16. EMPLOYMENT STATUS

This Agreement shall not change the employment status of any employees of PARTIES. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

17. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this 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.

18. APPROPRIATIONS

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

19. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this 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.

20. 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 §8-17.5-101 C.R.S. 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

\_\_\_\_\_  
Richard N. McLean, Mayor

Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

Natalie Hoel, City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Margaret R. Brubaker  
Brighton City Attorney

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Charles "Chaz" Tedesco, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Adams County Clerk & Recorder's Office

*Approved as to Form:*

\_\_\_\_\_  
Adams County Attorney's Office