

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

THIS AGREEMENT, made this _____ day of _____, 2017, 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 the District Plan in March of 2016; and

WHEREAS, the District Plan outlined several implementation activities including the establishment of an employment position in Adams County 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 (the "Ag Innovation Specialist"); and

WHEREAS, COUNTY and CITY desire a project-designated employee to make recommendations regarding the implementation of the District Plan to the Board of County Commissioners, the City Council, COUNTY and CITY Planning Commission and other boards, commissions and staff members that may benefit from such recommendations; and

WHEREAS, CITY and COUNTY now desire to proceed with the establishment of the Ag Innovation Specialist position and outline their understandings and agreements regarding the tasks, oversight and compensation of that project-designated position; and

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 the Ag Innovation Specialist Position ("POSITION").

2. PURPOSE

A. The City of Brighton and Adams County jointly adopted the District Plan (the "Plan") in March of 2016. One of the key strategies identified in the Plan, 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, 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 twenty-six

tactics describing the targeted work activities of the proposed POSITION, including the designation of the POSITION title as the Ag Innovation Specialist.

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 DISTRICT PLAN region and is of particular benefit to the inhabitants of the entire CITY and COUNTY and the property therein.

4. PRACTICAL CONSIDERATIONS OF EMPLOYMENT

- A. The project-designated POSITION would be established for a two year (24 months) specified PROJECT PERIOD, pending project timelines.
- 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 COUNTY in consultation with CITY.
- C. POSITION will serve as an Adams County employee housed in the Long Range Strategic Planning Department. Recruitment, selection, and compensation of POSITION will be undertaken by the COUNTY, with input, consultation and participation by the CITY.
- D. POSITION will be subject to the policies of the Adams County Employee Manual that are applicable to employees in project-designated positions.
- E. Performance review shall be conducted by the COUNTY in consultation with the CITY.
- F. For the two year project designated period, POSITION will be funded by a 50/50 financial share between Adams County and the City of Brighton.
- G. The focus of the job duties during the two year project designated 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 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 Program administration including office supplies and technologies, public meeting materials, education and training, and program support costs (PROGRAM Costs).
- B. It is understood and agreed that the total POSITION and PROGRAM costs as defined above shall not exceed Eighty Thousand Dollars (\$80,000) annually for each of the initial two years, unless mutually agreed upon in writing by the PARTIES.
- C. CITY shall contribute fifty percent (50%) of POSITION and PROGRAM costs as defined herein, up to a total expenditure not to exceed Forty Thousand Dollars (\$40,000) annually, for the two year project designated period. This may be prorated to a monthly amount of \$3,333.33.

- D. COUNTY shall contribute fifty percent (50%) of POSITION and PROGRAM costs as defined herein, up to a total expenditure not to exceed Forty Thousand Dollars (\$40,000) annually, for the two year project designated period.

6. MANAGEMENT OF FINANCES

- A. COUNTY shall be responsible for the provision of salary, benefits and associated program costs for the POSITION and PROGRAM costs in the amount of Eighty Thousand dollars (\$80,000) annually.
- B. COUNTY shall be responsible for ensuring all costs of salary, benefits and associated program costs for the POSITION and PROGRAM shall not exceed Eighty Thousand dollars (\$80,000) annually.
- C. By January 31, 2018 and January 21, 2019 COUNTY shall request in writing from CITY fifty percent (50%) of actual costs incurred from the period of January 1, 2017 through the last business day of December 2017 and from the period of January 1, 2018 through the last business day in December of 2018. The two year (24 months) specified PROJECT PERIOD is anticipated to end in 2019. County shall request in writing from CITY fifty percent (50%) of actual costs incurred from the period of January 1, 2019 through the end of the PROJECT PERIOD within thirty (30) days following the end of the PROJECT PERIOD. The CITY's share of the POSITION and PROGRAM is defined by Paragraph 5.C of this Agreement. The COUNTY's share of the POSITION and PROGRAM is defined by Paragraph 5.D of this Agreement.
- D. CITY shall remit to COUNTY CITY's share of POSITION costs within fourteen (14) consecutive days after the receipt of each written request, which requests are defined by Paragraph 6.C above.
- E. Quarterly financial records of the costs incurred for the POSITION and PROGRAM will be provided to the CITY by the COUNTY for informational purposes. CITY may have access to review the records at any time with prior notice to the COUNTY.

7. TERM OF AGREEMENT

- A. The term of this Agreement (see paragraph 6C above) shall commence upon final execution by all PARTIES.
- B. POSITION will terminate at the end of the two year project designated term (24 months) unless terminated earlier by termination of this Agreement or agreement of the PARTIES. Financial payment for POSITION and PROGRAM shall end upon termination of the Agreement or the POSITION, and the COUNTY shall reimburse the CITY any pre-paid proportion of its financial contribution resulting from said termination. The COUNTY shall pay such reimbursement within thirty (30) days of termination.

8. 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 party to whom it is addressed or the third day after such notice is mailed.

For Adams County:

Adams County Department of Long Range Strategic Planning
4430 South Adams County Parkway, Suite C3000
Brighton, CO 80601-8212

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 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

- B. The PARTIES each agree to designate and assign a representative to act on its behalf in all matters related to POSITION undertaken pursuant to this Agreement. Each representative shall coordinate all POSITION-related issues, shall attend all progress meetings, and shall be responsible for providing all available POSITION-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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 therefor 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 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.

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 §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

Eva J Henry, Chairman

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 SPECIALST POSITION

Resolution 2017-###

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 enter into 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, a position of Ag Innovation Specialist will be the project-designated employee for the project; 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 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 Chairperson is authorized to execute said Intergovernmental Agreement on behalf of Adams County.