

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

THIS AGREEMENT, made this 3rd day of January, 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 a shared commission to help guide and make recommendations concerning the implementation of the District Plan activities, including, but not limited to, promoting continued agricultural land uses and agri-tourism uses, food production, marketing and education; and

WHEREAS, COUNTY and CITY desire a jointly shared commission to make recommendations regarding the implementation of the District Plan to the Board of County Commissioners, the City Council, COUNTY and CITY Planning Commissions and other boards, commissions and staff members that may benefit from such recommendations within the District Plan, CITY and COUNTY boundaries; and

WHEREAS, CITY and COUNTY now desire to proceed with the establishment of a District Plan Commission and set forth the goals of the Commission and the responsibilities and financial commitments of the PARTIES; and

WHEREAS, the County Commissioners of COUNTY and the City Council of CITY have authorized, by resolution, the establishment of the District Plan Commission "COMMISSION."

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 COMMISSION.

2. SCOPE OF COMMISSION

COMMISSION shall include appointments from the COUNTY and the CITY. The COMMISSION is an advisory body and shall work to guide the implementation of the District Plan duly adopted by CITY and COUNTY by making recommendations to CITY and 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 DISTRICT PLAN region and is of particular benefit to the inhabitants of CITY and COUNTY and the property therein.

4. STAFFING OF COMMISSION

- A. COUNTY and CITY shall each provide, at a minimum, one designated staff representative to assist with the workings of the COMMISSION.
- B. A shared, project-designated employee shall fill the staffing responsibility of both the COUNTY and the CITY.
 - 1. CITY, with the assistance of COUNTY, shall administer and coordinate the preparation and distribution of COMMISSION meeting materials, including but not limited to, agendas and minutes.
 - 2. CITY, with assistance of COUNTY, shall make meeting materials available to the public, as appropriate, and maintain accurate records of the COMMISSION proceedings. CITY shall act as record custodian for purposes of the Colorado Open Records Act.

5. COMPOSITION OF COMMISSION

- A. COUNTY and CITY shall each, according to their own procedures, appoint representatives to the District Plan Commission by no later than January 31 of each year. COUNTY shall appoint five commissioners and City shall appoint four commissioners.
 - 1. The appointment of District Plan Commissioners living within the general District Plan boundaries (S. Platte River Corridor on the west, Bromley Road on the north, Buckley Road on the east and E-470 on the south) is encouraged, but residency is not required to serve on the District Plan Commission.
 - 2. COUNTY and CITY, in accordance with this IGA, shall each determine the qualifications in terms of expertise or residency for appointments to the District Plan Commission.
 - 3. Each Commissioner shall serve without compensation.
- B. Each Commissioner shall be appointed for a 3 year term, subject to re-appointment as determined by the rules and procedures established by the COMMISSION.
- C. The COMMISSION shall adopt general rules of procedure in the form of by-laws.
- D. The COMMISSION shall be subject to by-laws duly approved by the COUNTY and CITY.

6. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES. This Agreement may be terminated upon thirty (30) days written notice by either of the PARTIES.

7. LIABILITY

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

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

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. TERMINATION OF AGREEMENT
This Agreement may be terminated upon thirty (30) days written notice by either of the PARTIES. Termination of agreement shall result in termination of the COMMISSION.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.

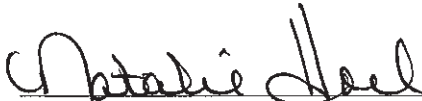
CITY OF BRIGHTON, COLORADO



Richard N. McLean, Mayor

Date: 1-3-2017

ATTEST:



Natalie Hoel, City Clerk

Approved as to Form:



Margaret R. Brubaker
Brighton City Attorney

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Chair

Date: 1/17/17

ATTEST:



Adams County Clerk & Recorder's Office

Approved as to Form:



Adams County Attorney's Office