

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND THE CITIES OF ARVADA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, THORNTON, WESTMINSTER, AND THE TOWN OF BENNETT FOR SHARING THE COST OF A CENSUS LIAISON POSITION IN ADAMS COUNTY**

This Intergovernmental Agreement (“IGA”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601, hereinafter referred to as “County” and the City of Arvada, Colorado, located at 8101 Ralston Road, Arvada, Colorado 80002 ; the City of Brighton, Colorado, located at 500 South 4<sup>th</sup> Avenue, Brighton, Colorado 80601; the City of Commerce City, Colorado, located at 7887 East 60<sup>th</sup> Avenue, Commerce City, Colorado 80022; the City of Federal Heights, Colorado, located at 2380 West 90<sup>th</sup> Avenue, Federal Heights, Colorado, 80260; the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233; the City of Thornton, Colorado, located at 9500 Civic Center Drive, Thornton, Colorado 80229; the City of Westminster, Colorado, located at 4800 West 92<sup>nd</sup> Avenue, Westminster, Colorado 80031; and the Town of Bennett, located at 207 Muegge Way, Bennett, Colorado 80102; collectively referred to herein as “Municipalities”. The County and Municipalities may be collectively referred to herein as the “Parties”.

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and § 29-1-203, C.R.S., as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, the Parties intend to enter this IGA to address the cost associated with a Census Liaison position (“Position”) with Adams County; and,

WHEREAS, the Parties intend to fund the Position for two years from April 2019 through April 2021; and,

WHEREAS, the total two-year cost of the Position is estimated to be one hundred twenty-four thousand dollars (\$124,000); and,

WHEREAS, the Parties intend that the proportionate contributions set forth in the Scope of Work be committed to pay the cost of the Position; and,

WHEREAS, in the event the Position cost is less than the estimated cost, the Parties agree that the excess funds will be refunded to the Parties based upon the proportionate share of their contributions; and,

WHEREAS, in the event the Position cost is more than the estimated cost, the Parties agree that no additional contributions will be requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## **SECTION 1- SCOPE OF THE IGA**

The Parties will perform their obligations under this IGA according to the Scope of Work, attached hereto and fully incorporated herein as Attachment A.

## **SECTION II- TERM OF THE IGA**

The Term of this IGA shall be for the two-year period ending on April 30, 2021.

## **SECTION III- ALLOCATION OF COSTS**

The Municipalities agree to pay funds in accordance with the attached Scope of Work directly to Adams County no later than March 1, 2020.

## **SECTION IV- ANNUAL APPROPRIATIONS**

Nothing herein shall constitute a multiple fiscal year obligation of any Party pursuant to Article X, Section 20, of the Colorado Constitution (TABOR). Each Party's financial obligations under this Agreement are contingent upon its legislative body's annual appropriation of funds to discharge the obligations set forth in this Agreement.

## **SECTION V - INDEPENDENT CONTRACTOR**

In providing services under this IGA, the County acts as an independent contractor and not as an employee of the Municipalities. The County shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this IGA. No employee, agent, servant, or subcontractor of the County shall be deemed to be an employee, agent, or servant of the Municipalities because of the performance of any services or work under this IGA. The County, at its sole expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as required under Colorado law. Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to workers' compensation benefits from the Municipalities. The County further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this IGA.

## **SECTION VI - NONDISCRIMINATION**

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

## **SECTION VII- HOLD HARMLESS**

Each Party assumes responsibility for the actions and/or omissions of its agents and its

employees in the performance or failure to perform under this Agreement, and further, each Party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, no Party waives nor intends to waive, as to any person not a party to this Agreement the limitations on liability which are provided to each party under the Colorado Governmental Immunity Act § 24-10-101, C.R.S.

## **SECTION VIII - INSURANCE AND GOVERNMENTAL IMMUNITY**

During the term of this IGA, the County agrees to maintain insurance in all forms and types as required by law through either commercial policies or self-insurance. Nothing in this IGA shall be construed as a waiver by any party of any provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

## **SECTION IX - TERMINATION**

Any Party may terminate its participation in this IGA upon the provision of written notice to the other Parties at least 30 days prior to the effective date of the termination. No funds will be returned to any Party due to termination of this agreement.

## **SECTION X - MUTUAL UNDERSTANDINGS**

### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with the 17<sup>th</sup> Judicial District, Colorado.

### **B. Compliance with Laws**

During the performance of this IGA, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. Without limiting the generality of the foregoing and as applicable, the Parties expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this IGA that are considered to be “Protected Health Information.”

### **C. Record Retention**

The County shall maintain records and documentation of the services provided under this IGA, including fiscal records, and shall retain the records for a period of three (3) years from the date this IGA is terminated, unless otherwise provided or required by law. Said

records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

Neither this IGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by any party without the prior written consent of the Parties.

E. Waiver

Waiver of strict performance or the breach of any provision of this IGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Notice

Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Attn: County Manager's Office  
4430 South Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6829  
Facsimile: 720-523-6045

For the Municipalities:

City of Arvada  
Attn: City Manager  
8101 Ralston Road  
Arvada, CO 80002  
Phone: 720-898-7500  
Facsimile: 720-898-7515

Copy to: City of Arvada  
Attn: City Attorney  
8101 Ralston Road  
Arvada, CO 80002  
Phone: 720-898-7175  
Facsimile: 720-898-7175

City of Brighton  
Attn: City Manager  
500 South 4<sup>th</sup> Avenue  
Brighton, CO 80601  
Phone: 303-655-2000  
Facsimile: XXX

City of Commerce City  
Attn: City Manager  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022  
Phone: 303-289-3600  
Facsimile: XXX

City of Federal Heights  
Attn: City Manager  
2380 West 90<sup>th</sup> Avenue  
Federal Heights, CO 80260  
Phone: 303-412-3525  
Facsimile: XXX

City of Northglenn  
Attn: City Manager  
11701 Community Center Drive  
Northglenn, CO 80233  
Phone: 303-450-8709  
Facsimile: XXX

City of Thornton  
Attn: City Manager  
9500 Civic Center Drive  
Thornton, CO 80229  
Phone: 303-538-7200  
Facsimile: 303-538-7562

City of Westminster  
Attn: City Manager  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Phone: 303-658-2006  
Facsimile: 303-706-3921

Town of Bennett  
Attn: Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
Phone: 303-644-3249  
Facsimile: 303-644-4125

H. Integration of Understanding

This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

L. Severability

If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each Party represents and warrants that it has the power and ability to enter this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

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Chair

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Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

Approved as to form:

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Deputy Clerk

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Adams County Attorney's Office

PLEASE INSERT A SIGNATURE BLOCK FOR EACH MUNICIPALITY. THEY MAY EACH  
HAVE A PREFERRED FORM.

**CITY OF ARVADA**

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Marc Williams, Mayor  
8101 Ralston Road, P.O. Box 8101  
Arvada, CO 80001

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

ATTEST:

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Kristen R. Rush, City Clerk

APPROVED AS TO FORM:

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Office of the City Attorney

**CITY OF BRIGHTON, COLORADO**

**CITY OF COMMERCE CITY, COLORADO**

**CITY OF FEDERAL HEIGHTS, COLORADO**

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Daniel L. Dick, Mayor

ATTEST:

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Lynette F. White, MMC, Town Clerk

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William P. Hayashi, City Attorney

**CITY OF NORTHGLENN, COLORADO**

**CITY OF THORNTON, COLORADO**

By: \_\_\_\_\_  
Kevin S. Woods, City Manager

ATTEST:

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Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

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Luis A. Corchado, City Attorney

**CITY OF WESTMINSTER, COLORADO**

**TOWN OF BENNETT**

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Royce D. Pindell, Mayor

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

ATTEST:

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Lynette F. White, MMC, Town Clerk

## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **CENSUS LIAISON POSITION**

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Adams County has hired a Census Liaison, which is a project-designated position from April 2019 through April 2022. This individual will serve as a primary contact and coordinator for Adams County's efforts related to the 2020 Census, which includes the implementation and coordination of activities, branding, messaging, and stakeholder engagement, to ensure the best and most complete count in Adams County. In addition to leading Adams County's Complete Count Committee, the Census Liaison will work with municipal and organizational partners to:

- Develop a plan for a coordinated regional approach
- Coordinate efforts with the U.S. Census bureau
- Develop strategies on reaching hard-to-count neighborhoods and populations
- Create and deliver presentations to City Councils, staff, stakeholder groups, and partner agencies
- Coordinate with other departments, offices, and agencies to respond to data inquiries related to the 2020 Census

#### **MUNICIPAL ENGAGEMENT**

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Adams County recognizes that while cities understand the value of the Census, resources can be limited due to other priorities, which is why Adams County desires to lead the Complete Count Committee Census efforts. The areas in which the Census Liaison and Adams County agrees to support the Municipalities include, but is not limited to:

- Identifying and targeting hard-to-count communities
- Work closely with U.S. Census Bureau throughout and utilizing their tools and resources
- Creation, development, and purchasing of materials that promote the 2020 Census
- Attend already-established community events throughout Adams County that are hosted by municipalities, nonprofit organizations, faith-based groups, business partners, among others
- Work with nonprofit organizations that are trusted partners by the hard-to-count communities
- Help organizations identify and apply for grants related to 2020 Census efforts
- Sponsor and attend public forums and events to provide information to community members through direct outreach
- Have multiple in-person discussions with people in hard-to-count populations
- Partner and provide more intensive outreach that could include discussions for households with limited English, outreach to homeless populations, and work with people who do not have access to the internet or are not familiar with filling out computer forms

- Utilize the County's GIS manager to assist with canvassing efforts and other partner needs
- Utilize the funding received through any grants to the Adams County Complete Count Committee to the benefit of all the Parties

The Municipalities agree to:

- Pass a proclamation in support of the 2020 Census and the Adams County Complete Count Committee
- Be involved and engage with our Complete Count Committee or subcommittee as the Municipalities see fit
- Notify the Census Liaison of community events that city staff are aware of
- Help identify nonprofit organizations and other potential partners that could help support Census efforts
- Provide a portion of the funding for a two-year period for the Census Liaison position

## **FUNDING FOR CENSUS LIAISON POSITION**

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Funding for the Census Liaison position for the period April 2019 – April 2021 will be shared among the Parties as set forth below (based on Adams County's population in 2017):

	<b>TOTAL SUPPORT FOR TWO YEARS</b>
Adams County	\$62,000
Thornton	\$23,000
Westminster	\$12,000
Commerce City	\$10,000
Brighton	\$7,000
Northglenn	\$7,000
Federal Heights	\$2,000
Arvada	\$500
Bennett	\$500
	<b>\$124,000</b>

In the event the actual cost for the two-year period is less than \$124,000, the excess funds will be refunded to the Parties based upon the proportionate share of their contributions. In the event the actual cost for the two-year period exceeds \$124,000, no additional funds will be requested of the municipalities.