

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND
ADAMS COUNTY SCHOOL DISTRICT 14, REGARDING COLORADO PRESCHOOL
PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this 1st day of September 2016, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "County," and the Adams County School District 14, located at 5291 East 60th St, Commerce City, CO 80022, hereinafter referred to as "District".

WHEREAS, County is qualified to provide Colorado Preschool Program ("CPP") services to students within the District's service area; and,

WHEREAS, District is willing to provide County with 42 CPP openings upon the terms and conditions of this IGA.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Scope of Services.** County shall provide the services outlined in Exhibit 1, to be provided at 7111 E. 56th Avenue, Commerce City, CO 80022.
2. **Term.** The term of this IGA shall be from September 1, 2016, through May 30, 2017.
3. **Payment.** District shall pay County as follows:
 - a. For each child so enrolled, Adams 14 will pay to Adams County Head Start the sum of \$250.00 per month, per child, for a period not to exceed nine consecutive months or a total of \$ 2,250.00 per enrollee. If the enrollee is enrolled in preschool for less than a full month, the monthly payment may be pro-rated on a per day basis.
 - b. Adams County Head Start will submit a monthly invoice also with an officially signed accounting of children's attendance for said month. Adams 14 shall pay all monies owed for program enrollees on a monthly basis to Adams County Head Start no later than the fifteenth day of the month following the just completed program month.
4. **Fund Availability.** This IGA shall not constitute a multi-year fiscal obligation and is expressly subject to annual appropriation. In the event funds are not appropriated in any fiscal year, either party may terminate this IGA.
5. **No Waiver.** Neither party gives up any rights by failing to enforce any terms of this IGA.

6. **Governmental Immunity.** The parties are governmental entities subject to the Colorado Governmental Immunity Act ("CGIA"). Nothing in this IGA shall be construed as waiving the provisions of the CGIA.
7. **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 in Adams County, Colorado.
8. **Integration of Understanding.** This IGA contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
9. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
10. **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. All covenants, terms, conditions, and provisions in this IGA shall be for the sole and exclusive benefit of County and District.
11. **Severability.** If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of the IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
12. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
13. **Insurance.** The parties are governmental entities, insured in compliance with the requirements of the Colorado Governmental Immunity Act. During the term of this IGA the parties shall maintain such insurance.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chairman

Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

ADAMS 14 SCHOOL DISTRICT

Karen Weaver
Early Childhood Director

1/24/17
Date

[Signature]
Chief Financial Operations Officer

1/24/2017
Date

NK

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[Signature]
[Signature]