

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY,  
COLORADO AND AURORA PUBLIC SCHOOL DISTRICT

This Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Adams County, Colorado, ( “County”), and the Aurora Public School District, a public school district of the State of Colorado (the “District”) (collectively “Parties” and individually a “Party”).

**I. Recitals**

Whereas, the County has applied for and received a grant from Great Outdoors Colorado, (GOCO) for Crawford Elementary School – 1600 Florence Street, Aurora, CO 80010(the “Grant”); and,

Whereas, the District is an ineligible recipient of the Grant and the Parties intend by this Agreement for the County to be the conduit through which the District will receive the benefit of the grant; and,

Whereas, the Grant Agreement is attached to this Agreement as Exhibit A and incorporated herein; and,

Whereas, the District intends to bind itself to the County and perform and be responsible for all of the County’s obligations stated in the Grant Agreement; and,

Whereas, the District intends to convey to the County a limited interest in the real property described in Exhibit B which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement.

**II. Agreement**

1. The County shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The District will cooperate with the County and provide all documents necessary for the County to fulfill the conditions precedent. The District further assumes all other County liabilities, and binds itself to the County for all the County’s obligations to GOCO, contained in the Grant Agreement, including, but not limited to, any requirement to annually appropriate funds to maintain the improvements.

2. The County does not assume any obligation to the District to construct, operate, or maintain the improvements contemplated by the grant.

3. Unless a claim by GOCO arises out of the negligence or other wrongful act of the County, the District shall be responsible to the County for any claim under the Grant Agreement, in the same manner and extent as the County may be responsible to GOCO.

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4. The District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established District policy for playground maintenance. The District shall, to the extent allowed by law, indemnify County for any claim for personal injuries, property damage or wrongful death asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement. Nothing in this Agreement is intended to waive the parties' protections as set forth in the Colorado Governmental Immunity Act.

5. By executing this Agreement the Parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation. Funds for the improvements shall come solely from the Grant Agreement, and nothing in this Agreement is intended, nor shall be construed as, an obligation for the County to provide funding for the improvements other than from Grant Agreement funds.

6. This Agreement does not create any rights in any individual not a party to this agreement.

7. This document, including all exhibits, shall constitute the entire agreement of the Parties.

8. The District hereby grants to the County a limited license in, and right of entry to, the property described in Exhibit B for the purposes stated in the Grant Agreement, Exhibit A, and for no other purpose. Such license and right of entry shall be exercised only in the event the District has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the County, for the County to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the County to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

9. This Agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all County obligations under the Grant Agreement.

10. Payment of grant funds shall be made in accordance with GOCO's reimbursement policy. Payment(s) shall be remitted to the District within 5 days of the County's receipt of said funds from GOCO.

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IN WITNESS WHEREOF, the County and the District have executed this Agreement as of the day and year first written above.

ATTEST:

AURORA PUBLIC SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_  
JESUS ESCARCEGA,  
Grants Director

By: \_\_\_\_\_  
AMBER DREVON,  
Board of Education President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
BRETT JOHNSON,  
Chief Financial Officer

ATTEST:

ADAMS COUNTY, COLORADO

By: \_\_\_\_\_  
Erica Hannah, Deputy

By: \_\_\_\_\_  
Eva J. Henry, Chair

APPROVED AS TO FORM:

By: \_\_\_\_\_