

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND
27J SCHOOL DISTRICT REGARDING COLORADO PRESCHOOL PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this 5th day of June 2019, 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 27J School District, located at 18551 E 160th Avenue, Brighton, CO 80601, hereinafter referred to as "District".

WHEREAS, County is qualified to provide Early Childhood At-Risk Enhancement (ECARE) services to students within the District's service area; and,

WHEREAS, District is willing to provide County with 38 ECARE 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 Adams County Head Start Brighton.
2. **Term.** The term of this IGA shall be from +August 2019 through May 2020.
3. **Payment.** District shall pay County as follows: \$280 per child per month ("slot") for a maximum of 38 slots – accordingly, the total payments pursuant to this IGA shall not exceed \$2800 per student. District shall process payments within thirty days of receipt of a valid invoice to the District's Accounts Payable office.
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:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

215 Schools SCHOOL DISTRICT



6/5/19
Date

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JA