

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

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this ____ day of September 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 Adams County School District 14, located at 5291 E. 60th Ave., Commerce City, Colorado, 80022, hereinafter referred to as "District".

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

WHEREAS, the District has determined that a need exists to retain County to provide CPP services; and,

WHEREAS, District is willing to provide County with CCP openings upon the terms and conditions of this IGA; and,

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, Addendum.
2. **Term.** The term of this IGA shall be from September 2, 2019 to May 31, 2020.
3. **Payment.** District shall pay County as follows: \$400 per child per month ("slot") for a maximum of 48 slots – accordingly, the total payments pursuant to this IGA shall not exceed \$172,800. 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. Once this Agreement becomes effective, County shall promptly provide District with certificates of insurance evidencing each of the types and amounts specified below:
 - a. Comprehensive Liability Insurance with limits (which may be extended with an umbrella policy) of not less than \$2,000,000 for each occurrence, \$5,000,000 annual aggregate, and \$1,000,000 for bodily injury or property damage, and \$10,000 for medical expenses for any one person.
 - b. Automobile Liability Insurance in those instances where County uses an automobile, regardless of ownership, for the performance of Services.
14. **No Agency Created.** The parties agree and understand that no authority exists through this Agreement permitting either to enter into any third-party contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the other.
15. **Assignment Prohibited.** The Parties agree that none of the rights or obligations under the Agreement shall be assigned without prior written approval of both Parties.

[Signature page follows]

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

DISTRICT:
ADAMS COUNTY SCHOOL DISTRICT 14

Shae Martinez

11/19/19
Date

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