

INTERGOVERNMENTAL AGREEMENT (Child-Care Tuition Assistance Program)

This Intergovernmental Agreement (“Agreement”) is dated 2022 (“Effective Date”) and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“Breckenridge”) and the TOWN OF FRISCO, a Colorado municipal corporation (“Frisco”). Breckenridge and Frisco are sometimes referred to individually as a “Party”, or together as the “Parties.”

Background

Breckenridge and Frisco are both home rule municipal corporations organized and existing under Article XX of the Colorado Constitution. Breckenridge is experienced in, and has sufficient staff support for, the administration of a child-care tuition assistance program, including but not limited to the review of applications and supporting documents for grants to individuals of child-care tuition assistance. Frisco has established a child-care tuition assistance program and desires the support and assistance of Breckenridge in administering the program. Breckenridge desires to provide such assistance in accordance with the terms of this Agreement.

Agreement

For and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the authority granted by Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.

2. Intent. It is the intent and purpose of this Agreement to establish a framework for Breckenridge to provide to Frisco, for a fee, administrative services necessary for the review and recommendation for approval or denial by Frisco, of applications received for grants under Frisco’s Child-Care Tuition Assistance Program (“Program”).

3. Term.

3.1 The initial term of this Agreement commences as of the Effective Date of this Agreement and ends, subject to earlier termination as hereafter provided, on December 31, 2022.

3.2 On January 1, 2023, and on each subsequent January 1st, this Agreement will automatically renew for successive terms of one year each until such time as either Breckenridge or Frisco give written notice of termination in accordance with the next sentence of this Section 3.2. Either Party may terminate this Agreement, without cause and without liability for breach, by giving the other Party written notice of termination thirty (30) days prior to date of termination. Such notice must be given in the manner provided for in Section 10. Upon the giving of timely notice of termination, this Agreement will terminate (and will not be renewed) on the next January 1st following the giving of the notice of termination.

4. Description of the Work.

4.1 Breckenridge will review and make recommendations to Frisco concerning applications for child-care tuition assistance that are submitted to Frisco in connection with Frisco’s

Program. The parties anticipate that Breckenridge will review approximately forty (40) applications annually under this Agreement. The criteria for review of applications under the Program, including the supporting documents required and the substantive standards for the grants of tuition assistance, shall initially be as set forth in Exhibit A hereto. The standards and requirements set forth in Exhibit A may be amended by Frisco from time to time by written notice to Breckenridge; provided, however, that no such amendment shall cause a material increase in the time or effort required for the review of and making of recommendations concerning the application. Program changes will be coordinated with Breckenridge staff prior to implementation.

4.2 Frisco will designate a single individual from time to time as a point of contact to coordinate efforts between the parties pursuant to this Agreement. Such individual shall assist Breckenridge in gathering applications for grants under the Program, and in obtaining missing documents in connection with the same.

5. Compensation of Breckenridge.

5.1 Upon the establishment of the internal processes and procedures for Breckenridge's performance of services under this Agreement, which processes and procedures shall be established in cooperation with Frisco, Frisco shall pay Seven Hundred Fifty Dollars (\$750.00) to Breckenridge.

5.2 For each application for child-care tuition assistance that is reviewed by Breckenridge and for which a recommendation is made to Frisco pursuant to this Agreement, Frisco shall pay to Breckenridge the sum of Two Hundred Fifty Dollars (\$250.00); provided, however, that in no single annual term of this Agreement shall Breckenridge's work under this section exceed the cost of Twenty Thousand Dollars (\$20,000.00).

5.3 Frisco shall pay amounts due under this Agreement within thirty (30) days after written invoice therefor has been submitted to Frisco.

6. Financial Obligations Required to Implement Agreement. The financial obligation of each of the Parties required to pay for its share of the work to be performed is subject to annual appropriation by the governing body of such Party as provided in Section 12 of this Agreement.

7. Governmental Immunity. The Parties are each relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) of the Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S., as amended from time to time throughout the Term of this Agreement (the "Act"), or any other limitation, right, immunity, defense or protection otherwise available to the Parties, and their respective officers, representatives, agents, and employees.

8. Default; Resolution of Disputes. A default will exist under this Agreement if either Party violates any covenant, condition, or obligation required to be performed hereunder. If any Party fails to cure such default within 20 business days after the other Party gives written notice of the default to the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement. In the event of a default not capable of being cured within 20 business days, a Defaulting Party will not be in default hereunder if it commences curing the default within 20 business days after receipt of written notice of default from the Non-Defaulting Party,

and thereafter cures such default with due diligence and in good faith.

9. Notices. All notices required or permitted under this Agreement must be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by email directed as follows:

If intended for Breckenridge to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Fax: (970) 547-3104
Phone: (970) 453-2251

With a copy in each case (which will not constitute notice) to:

email: _____
Phone: (719) 486-1889

If intended for Frisco, to:

Town Manager
Town of Frisco
P.O. Box 4100
1 Main Street
Frisco, CO 80443
Email: tbd

With a copy in each case (which will not constitute notice):

Thad W. Renaud, Esq.
Murray Dahl Beery & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, Colorado 80215
Email: trenaud@mdbrlaw.com
Telephone number: (303) 493-6676 26

Any notice delivered by mail in accordance with this Section 11 is deemed to have been duly given and received on the second business day after the same is deposited in any post office or postal box regularly maintained by the United States postal service. Any notice delivered by email in accordance with this Section 11 is deemed to have been duly given and received upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to that intended recipient. Any notice delivered by hand or commercial carrier is deemed to have been duly given and received upon actual receipt. Either Party, by notice given as above, may change the address to which future notices may be sent. E-mail is not a valid method for the giving of notice under this Agreement.

10. Annual Appropriation.

11.1 Breckenridge Appropriation. Notwithstanding anything herein contained to the

contrary, Breckenridge's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council of the Town of Breckenridge in an amount sufficient to allow Breckenridge to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 11. The Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

11.2 Frisco Appropriation. Notwithstanding anything herein contained to the contrary, Frisco's obligations under this Agreement are expressly subject to an annual appropriation being made by the Town Council of the Town of Frisco in an amount sufficient to allow the Frisco to perform its obligations under this Agreement. If sufficient funds are not so appropriated, this Agreement may be terminated by either Party without penalty upon notice given in the manner described in Section 11. Frisco's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

11. Third Parties. This Agreement does not confer upon or grant to any third party any right to claim damages or to bring suit, action, or other proceeding against either Breckenridge or Frisco because of any breach of this Agreement, or because of any of the terms, covenants, agreements and conditions contained in this Agreement.

12. Waiver. The failure of either Party to exercise any of its rights under this Agreement is not a waiver of those rights. A Party waives only those rights specified in writing and signed by either Party waiving its rights.

13. Independent Contractor. In connection with this Agreement each of the Parties acts as an independent contractor (and not an agent or employee of the other Party), without the right or authority to impose tort or contractual liability upon the other Party.

14. Applicable Law. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes any prior agreement or understanding relating thereto.

16. Amendment. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. No oral amendment or modification of this Agreement is allowed.

17. Severability. If any of the provisions of this Agreement are declared by a final, non-appealable judgment court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

18. Section Headings. Section and subsection headings are inserted for convenience

only and in no way limit or define the interpretation to be placed upon this Agreement.

19. Authority. The individuals executing this Agreement on behalf of each of the Parties represent to the other Party that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.

20. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

21. “Day” Defined. The term “day” in this Agreement means a calendar day, unless otherwise indicated.

22. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successor governing boards.

23. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-203(1), C.R.S., this Agreement will not become effective unless and until it has been approved by the governing bodies of both Breckenridge and Frisco, or by such persons as has the power to approve this Agreement on behalf of Breckenridge and Frisco.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric Mamula, Mayor

ATTEST:

Helen Cospolich, CMC
Town Clerk

TOWN OF FRISCO, a Colorado
municipal corporation

By: _____
Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk

EXHIBIT A

Eligibility Criteria:

- Live and/or work in the Ten Mile Basin
- Earn less than 150% of the local AMI (Area Median Income)
- Household assets do not exceed \$225k (excludes primary residence, college funds and retirement funds)
- Have children, ages birth through 4, who attend a licensed child care program in Summit County
- Both parents must be working full time to qualify for assistance for 4- or 5-days per week

Program Information:

- There is no guarantee that a person who meets the eligibility factors will be awarded tuition assistance. There is no guarantee that a family who received tuition assistance one year will receive tuition assistance or the same award the next year.
- Once an application is submitted an email confirmation will be sent to the submitter within 3 business days of receiving the application.
- Applications will be confidentially reviewed.
- Applicants will be notified of potential award in the order that completed applications are received.
- Any personal information, including financial information, submitted to the Town in conjunction with a Tuition Assistance Application will be used for the purpose of reviewing and rating applications, tracking program outcomes, evaluating eligibility, and calculating awards and will be subject to the confidentiality policies as provided in the Program Guidelines. By providing the information to the Town you are authorizing the Town to use this information for these limited purposes.