

DRAFT

INTERGOVERNMENTAL AGREEMENT FOR SUMMIT COUNTY CHILD CARE
TUITION ASSISTANCE

Among

SUMMIT COUNTY, COLORADO, And

THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, AND
SILVERTHORNE, COLORADO

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ of April 2023, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BLUE RIVER, BRECKENRIDGE, DILLON, FRISCO, AND SILVERTHORNE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Parties" or individually as "a Party."

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, Section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility; and

WHEREAS, an April 2022 Summit County Childcare & After School Care Needs Assessment provides foundational information for this IGA, including the statistics that Summit County is home to 4,367 total children, and 1,485 children are under age 6, and 2,882 are between 6 and 12; and

WHEREAS, seventy three percent of children in Summit County have all parents in the labor force and are therefore likely to need some type of childcare; and

WHEREAS, the parties to the IGA have all determined that public support of childcare is an important investment in the community and that quality early childcare benefits families, children, employers, and the community at large; and

WHEREAS, among parents not using regular childcare, one of the most common reasons cited in the 2022 Needs Assessment survey was "can't afford it"; and

WHEREAS, the Parties are committed to assisting to provide access to affordable, quality childcare for local working-families; and

WHEREAS, the 2022 Needs Assessment specifically recommended that the County and Towns explore options for extending tuition assistance countywide for all age groups; and

WHEREAS, a Countywide Tuition Assistance Workgroup, comprised of representatives from the County, Summit Municipalities, private industry, and several non-profit sector representatives was established in 2021 to study and discuss the concept of a countywide assistance tuition program; and

WHEREAS, the Workgroup made recommendations to, and received support from, Summit County, Silverthorne, Breckenridge, Frisco, Dillon, and Blue River, regarding a proposed framework for a countywide tuition assistance program; and

WHEREAS, this IGA for countywide Child Care Tuition Assistance will establish the

general guidelines of the program and define the roles and responsibilities of the IGA's participants; and

WHEREAS, the tuition assistance program will provide a 'needs based' approach that can potentially provide tuition assistance when a family's childcare expenditures exceed 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, child care cost, parents' work schedule, the number of children in care, etc. The Assistance is paid directly to the participating Child Care Center, or licensed in-home child care location, on behalf of approved families; and

WHEREAS, the Summit County Pre-Kindergarten Program ("SPK") currently funds tuition assistance for all 3- and 4-year olds in Summit County and is funded through Strong Future, a voter-approved ballot initiative; and

WHEREAS, the IGA establishes the Summit First Steps Program ("First Steps") to fund tuition assistance for children ages 6 weeks to 3 years who do not qualify for SPK; and

WHEREAS, Early Childhood Options ("ECO") is a Colorado non-profit corporation with a mission to improve the quality, affordability and availability of early childhood education in Summit County and ECO has been identified by the Parties as the appropriate local entity to administer this program, and ECO has hired an Enrollment and Eligibility Specialist specifically for this purpose.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Childcare Tuition Board and Plan.

Tuition Board:

- a. To promote the purposes of this Agreement and cooperation among the parties, the Parties agree to form a Childcare Tuition Board (The "Board"). The Board shall consist of the Town/County managers of each Party or their designees. The Board will: (i) develop the Childcare Tuition Assistance Plan (the "Plan") described below; and (ii) collaborate on the implementation of the Plan. The Plan shall be evaluated at least annually by the Board and reports regarding the Plan will be reported to each Party's governing board.
- b. The Plan adopted by the Board shall include a statement of goals that are to be accomplished through funding provided by each of the Parties.
- c. The Plan adopted by the Board shall include specifics regarding the percentage of funding that is to be provided by each of the Parties.
- d. The Board shall make annual budgetary recommendation to the governing bodies of the Parties.
- e. Meetings of the Board shall occur at least annually during each calendar year as established by the Board.

The Plan:

The tuition assistance program will provide a ‘needs based’ approach that can potentially provide tuition assistance when a family’s childcare expenditures exceed 10-20% of their income. The amount of potential assistance is determined based on a variety of factors, including but not limited to: gross income, child care cost, parents’ work schedule, the number of children in care, etc. The Assistance is paid directly to the participating Child Care Center, or licensed in-home childcare location, on behalf of approved families; The Plan will include two types of tuition assistance:

- Summit Pre-Kindergarten (“SPK”), a Strong Future Initiative: Includes tuition credits for 3- and 4-year olds
- Summit First Steps (“First Steps”): Includes tuition credits for children ages 6 weeks to three years.

A draft Plan, for review by the board upon the board’s establishment, is attached as Exhibit A. The draft Plan includes the following elements: Tuition Credit Standards/Eligibility, Qualified Childcare Providers, and Budget/Program Expenditures.

Section 2. Funding

Summit Pre-Kindergarten:

On November 6, 2018, the voters of Summit County approved ballot initiative 1A Strong Future to aid in funding affordable early childhood care and education for Summit County children in the two years before they are eligible to enter Kindergarten.

SPK aids in making high quality preschool affordable for all 3- and 4-year olds in Summit County. To offset the high cost of quality preschool, SPK provides monthly tuition credits for families who meet the required criteria and who apply during the annual enrollment period.

Tuition credit standards are included in an SPK Program Plan and approved by the Summit County Board of Commissioners. Tuition credits are available to all age-eligible children whose families live and/or work in Summit County, attend childcare in Summit County and qualify based on income.

ECO presents the County with an annual proposed SPK budget. The SPK Program is fully funded by Strong Future revenues.

Summit First Steps:

The Summit First Steps program shall be funded from contributions from each of the parties to this IGA, from revenue sources of their choosing, including but not limited to, Nicotine tax revenues.

Section 3. Funding Formula. The Parties agree to a funding formula for the funding of the Summit First Steps program:

Blue River:	2%
Breckenridge:	36%
Dillon:	10%
Frisco:	20%
Silverthorne:	22%
Summit County:	10%

This funding formula may be revisited and modified by the Board in the future as the program evolves in future years.

An estimate of the funding requirements for the first year of the Summit First Steps program, and the associated costs for the parties, based upon the funding formula, is as follows:

Estimated 2023/2024 Funding Need: \$1,226,000

Estimated Funding Contributions for each Party:

Blue River:	\$24,520
Breckenridge:	\$441,360
Dillon:	\$122,600
Frisco:	\$245,200
Silverthorne:	\$269,720
Summit County:	\$122,600

Section 4. Administration of Program/Relationship with Early Childhood Options (ECO).

ECO, through the work of their Enrollment and Eligibility Specialist, shall administer the Summit First Steps program on behalf of the parties.

ECO shall present to the Board a proposed budget for the Administration of the Tuition Assistance Program pursuant to this Agreement by August 30 of every year. The budget shall include a comparison of actual expenses to budget and adequate notice of any projected budget overruns that need to be addressed.

ECO shall submit invoices, at least quarterly to the designated parties for budgeted expenses. All documentation required hereunder and such additional documentation as may be reasonably by the parties to document ECO invoices must accompany billing invoices to support the expenditure of funds.

No less than once annually ECO shall report to the Parties and the public the following information:

- The number of children and families receiving tuition credits in Summit County.
- Complete financial statements for the Program, including full reports on expenditures for the prior fiscal year and anticipated budgets and work plans for the ensuing fiscal year.
- An assessment of the performance of the Program, including but not limited to program design and implementation, fiscal accountability, and responsiveness to preschool providers and the public, parents and children served by the Program.

Section 5. Amendment of Agreement; Additional Parties.

a. Except as otherwise provided in this Section, this Agreement may be modified or amended only by a duly executed written agreement with the express approval of the governing bodies of all Parties.

b. This Agreement may be amended to add one or more additional incorporated Town Parties upon passage of an ordinance or resolution of the additional Party's governing body approving of this Agreement. *(the "Keystone" clause)*

Section 6. Term and Termination of Agreement.

a. Effective Date. The effective date of this IGA is May 1, 2023 and shall continue until terminated by mutual agreement of the parties.

b. Termination. Any party may withdraw from this Agreement upon giving one (1)

year written notice to the other Parties.

Section 7. Execution and Performance of Agreement in Accordance with Law. Each Party hereby represents to each other Party that it has adopted and executed this Agreement in accordance with applicable law. Each Party shall perform their respective obligations and expend any revenues derived hereunder in accordance with all applicable laws, rules and regulations, including but not limited to the Act, this Agreement, and a voter-approved ballot measure.

Section 8. Indemnification. All actions or omissions by any Party, including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorney's fees, arising out of or relating to the acts or omissions of such Party. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act ("Immunity Act") title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law. The indemnity obligations of this Section shall survive the termination of this Agreement. Indemnity obligations of any designee of the County shall be governed by separate agreement.

Section 9. Dispute Resolution.

a. The Parties shall attempt to informally resolve all disputes and claims arising from or related to this Agreement, beginning first with discussions among affected Town(s) and County staff, and if not resolved, escalating to discussions between the applicable Town Manager(s) and County Manager, and ultimately to the Town Council(s) and Board of County Commissioners. Disputes with any designee of the County shall be governed by separate agreement.

b. Any and all disputes and claims arising from or related to this Agreement that are not resolved pursuant to Section (a), above shall thereafter be submitted to mediation. The affected Parties shall share equally the mediator's fees and costs associated with the mediation, and each Party shall pay its own fees, costs, and expenses related to the mediation. If the dispute is not resolved by mediation, any affected Party may commence a Court proceeding, with jurisdiction and venue residing exclusively in the Summit County District Court. Each Party waives its right to have such dispute decided by jury trial. The prevailing Party(s) shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting or executing upon any judgment, order, or award.

c. In the event that the County or a Town defaults in the performance of any of the duties and responsibilities under this Agreement, the non-defaulting Party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies, the non-defaulting Party shall give written notice to the other party of the nature of the claimed default and declare that such default must be cured within thirty (30) days from the date notice is given.

Section 10. Parties in Interest. Nothing expressed or implied herein is intended or shall

be construed to confer upon any person other than the Parties any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Parties.

Section 11. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Party in his or her individual capacity.

Section 12. Notices. Except as otherwise provided in this Agreement, all notices or other communications by any Party shall be in writing, shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Parties shall be given to the address listed on Exhibit A, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit A.

Section 13. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the Agreement shall be reformed to the extent necessary to reflect the intent and purpose of the original agreement or the Parties may terminate this Agreement.

Section 14. Interpretation. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree that the rule of construction that "ambiguities shall be construed against the drafter" shall not apply. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Electronic or scanned signatures shall be valid and acceptable for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

SUMMIT COUNTY, COLORADO

By: _____,
Chair

ATTEST:

By: _____
Clerk and Recorder

TOWN OF BLUE RIVER

By: _____
Toby Babich, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF BRECKENRIDGE

By: _____
Eric Mamula, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF FRISCO

By: _____
Hunter Mortensen, Mayor

ATTEST:

By: _____
Town Clerk

TOWN OF SILVERTHORNE

By: _____
Ann-Marie Sandquist, Mayor

ATTEST:

By: _____
Town Clerk