

GREAT OUTDOORS COLORADO SCHOOL YARD INITIATIVE GRANT
SPONSORSHIP ON BEHALF OF ATLAS PREPARATORY SCHOOL

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“IGA”), dated for reference this ____ day of _____ 2020, is made between the City of Colorado Springs, a Colorado municipal corporation and home rule city (“City”) and Atlas Preparatory School, acting by and through its Board of Directors (“Atlas”) for the School Yard Initiative grant at the Atlas Preparatory School located at _____ (the “Property”). Atlas is a free public charter school authorized by Harrison School District 2. The Atlas Board of Directors and staff will implement the requirements of the Great Outdoors Colorado (“GOCO”) grant at this site at 1602 South Murray Boulevard, and will supervise the installation. By charter contract, Atlas operates under its own unique legal status as a 501(c)(3). The City and Atlas may be referred to in this IGA individually as a “Party” or collectively as the “Parties.”

A. RECITALS

1. The City is an eligible applicant for a GOCO School Yard Initiative grant, as defined by GOCO, because it is an incorporated municipality.
2. Atlas desires a new playground installed at the Property, but it is not an eligible recipient for a School Yard Initiative grant.
3. The City agrees to provide sponsorship as an eligible applicant in support of the grant application to GOCO. The City will be the submitting entity through which Atlas will receive the benefit of the grant.
4. Atlas understands and acknowledges that it will be bound to the obligations of the GOCO School Yard Initiative grant agreement (“Grant Agreement”) and shall be responsible for all obligations required for performance of the Grant Agreement. Atlas’s Board of Directors and staff will ensure supervision of the grant and provide documentation as needed to the City.
5. The Parties are authorized under Colorado Revised Statute (“C.R.S.”) § 29-1-203 to cooperate and contract with one another to provide the functions, services and facilities contemplated by the Grant Application.

NOW THEREFORE, in consideration of the mutual promises stated below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

B. INTERGOVERNMENTAL AGREEMENT TERM

This IGA shall commence on the date the GOCO grant (“Grant”) is awarded, and shall terminate when Atlas no longer owns and maintains the Property as required in the Grant Agreement.

C. AGREEMENT

1. **Party Responsibilities.** Atlas agrees and acknowledges that Atlas is solely responsible for design, construction, maintenance, liability and development of the play yard in accordance with the Grant Agreement. The City does not assume any obligation to construct, operate or maintain the improvements contemplated by the Grant for the play yard.
2. **Maintenance.** Atlas shall operate and maintain the playground as mandated by the Grant Agreement for a minimum of twenty-five (25) years, in accordance with established policy for playground maintenance.
3. **Public Access and Right to Use.** Atlas agrees that when regularly scheduled classes are not in session at the Property, the play yard will be open to all persons for public use.
4. **GOCO Grant Administration.** The City agrees to act as the GOCO Grant administrator. The City further agrees to provide payment of Grant monies to Atlas on a reimbursement basis in accordance with the terms and conditions of the Grant Agreement. Atlas is responsible for providing updates to GOCO, and maintaining invoicing and closeout documentation as required by GOCO.
5. **Grant Project Terms.** Atlas shall bind itself to the City for all obligations stated in the Grant Agreement.

D. GENERAL TERMS AND CONDITIONS

1. **Approval of City Council.** The Parties understand and agree that the terms, conditions and provisions of this IGA are subject to the approval of the City Council of the City of Colorado Springs. Such approval shall be evidenced by a City Council Resolution.
2. **Assignment.** Atlas shall not assign or otherwise transfer this IGA or any of this IGA’s rights or obligations without the prior written consent of the City. The City shall not assign or otherwise transfer this IGA or any of this IGA’s rights or obligations without the prior written consent of Atlas.
3. **Law.** This IGA is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the

City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation. Court jurisdiction shall exclusively be in the El Paso County District Court for the Fourth Judicial District of Colorado. The Parties shall insure that they and their employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations.

4. **Termination.** Either Party may, by City Council or Atlas Resolution, terminate this IGA for convenience upon thirty (30) days prior written notice to the other Party. Upon receiving Notice of Termination, Atlas shall immediately stop all work funded by the Grant, and shall immediately cause any suppliers or subcontractors to cease such work. Further, Atlas and the City may terminate this IGA by mutual agreement. Any agreed termination shall be in writing and shall be by the City and Atlas.
5. **Breach.** Any Party may terminate this IGA at any time whenever the other Party has failed to comply with any of the terms, conditions or provisions of this IGA. Such termination as a result of a breach shall not be effective unless the aggrieved Party has given written notice of the breach and has provided the breaching Party at least thirty (30) days to cure the breach (“Notice to Cure”). In the event that the Notice to Cure has been properly served and the breaching Party is still in breach, then the aggrieved Party shall have the right to terminate the IGA by written notice.
6. **Waiver.** A waiver by any Party of the breach of any term of this IGA shall not operate or be construed as a waiver of any subsequent breach by any Party, and all remaining provisions of this IGA shall continue in full force and effect.
7. **Headings.** The headings in this IGA are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions of this IGA, and shall not be construed to affect its terms or provisions.
8. **Integration and Severability.** This IGA is the entire agreement between the Parties. No additional or different oral representation, promise, or agreement shall be binding on any of the Parties regarding the subject matter of this IGA. The text of this IGA was negotiated by the Parties, and no term shall be construed against the City as the author thereof. If any provisions of this IGA shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions of this contract.
9. **No Third Party Beneficiary.** Enforcement of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto. Any persons or entities, other than the Parties to this IGA, receiving services or benefits under this IGA are incidental beneficiaries only.
10. **Indemnification and Governmental Immunity.** Each Party agrees to be responsible for its own liability incurred through participation in this IGA. If any

claim is litigated pursuant to this IGA, each Party will be responsible for its own litigation expenses. No provision of this IGA is a relinquishment or waiver of the protections afforded to the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution.

11. **Independent Contractor.** In its performance of its obligations under this IGA, Atlas is acting and performing as an independent contractor. The City shall neither have nor exercise any control or direction over the manner and means by which Atlas performs its obligations under the IGA other than as stated within the IGA and Grant Agreement. Atlas understands and agrees neither it nor its employees, agents, servants or other personnel are City employees. Atlas shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Atlas, and any of its employees, agents, servants, contractors or other personnel performing services or work under this IGA, whether it is of a direct or indirect nature. For such purposes, neither Atlas nor its employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, Workers' Compensation, retirement or any other benefits.

12. **Severability.** If any provisions of this IGA shall be held unconstitutional, illegal, or void, such finding shall not affect any other provisions of this IGA.

13. **Notice.**

Any notice provided in accord with this IGA will be in writing and will be sent by: delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown ("Notice"). Notice will be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

FOR ATLAS:

Atlas Preparatory School
Attention: Brittney M. Stroh, Executive Director
1450 Academy Park Loop
Colorado Springs, CO 80910

FOR CITY:

City of Colorado Springs Parks, Recreation and Cultural Services
Attention: Director
1401 Recreation Way
Colorado Springs, CO 80905

14. **Signatory.** Each of the undersigned represents that he or she has full authority to bind their respective entity with regard to the matters contained herein.

SIGNATURES ON FOLLOWING PAGE

FOR ATLAS PREPARATORY SCHOOL:

By: _____ this _____ day of _____ 2020
[INSERT NAME], Board President

By: _____ this _____ day of _____ 2020
Brittney M. Stroh, Executive Director

FOR THE CITY OF COLORADO SPRINGS:

By: _____ this _____ day of _____ 2020

John Suthers, Mayor
City of Colorado Springs