

RESOLUTION NO. 10

Series 2025

**A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SUMMIT COUNTY CHILD CARE TUITION ASSISTANCE AMONG SUMMIT COUNTY AND THE TOWNS OF BLUE RIVER, DILLON, FRISCO, KEYSTONE AND SILVERTHORNE AND EARLY CHILDHOOD OPTIONS**

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, previously, the Town of Breckenridge, Summit County, and the Towns of Blue River, Dillon, Frisco, and Silverthorne entered into an intergovernmental agreement in 2023 (“**Original IGA**”) with Summit County Child Care Resource and Referral Agency, d/b/a Early Childhood Options (“ECO”) providing for collaboration between the various jurisdictions and ECO to fund tuition assistance for early childhood care options; and

WHEREAS, the Parties have determined it to be necessary to amend and restate the Original IGA in order to better account for the cost-share allocations for each party to the IGA as well as to re-establish the general guidelines for the tuition assistance program and the participation of the parties therein; and

WHEREAS, in addition, since the date of the Original IGA, the Town of Keystone incorporated and the parties to the Original IGA wish to include the new Town of Keystone; and

WHEREAS, a proposed Amended and Restated Intergovernmental Agreement between the Town of Breckenridge, Summit County government, and the towns of Blue River, Dillon, Frisco, Keystone and Silverthorne to add the Town of Silverthorne has been prepared, a copy of which is marked **Exhibit “A”**, attached hereto and incorporated herein by reference; and

WHEREAS, the Town Council has reviewed the proposed Amended and Restated Intergovernmental Agreement, and finds and determines that it would be in the best interest of the Town to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. The Amended and Restated Intergovernmental Agreement among Summit County, Colorado and the Towns of Blue River, Dillon, Frisco, Keystone, and Silverthorne and Early Childhood Options is approved, and the Mayor is authorized, empowered, and directed to execute such agreement for and on behalf of the Town of Breckenridge.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED on this 24th day of June 2025.

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Kelly Owens, Mayor

ATTEST:

\_\_\_\_\_  
Mae Watson, Town Clerk

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney                      Date

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SUMMIT  
COUNTY CHILD CARE TUITION ASSISTANCE

Among

SUMMIT COUNTY, COLORADO, And

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

SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. DBA  
EARLY CHILDHOOD OPTIONS

**THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

(this "Agreement") is made and entered into this \_\_\_ of \_\_\_\_ 2025, 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, SILVERTHORNE, AND KEYSTONE, COLORADO (the "Towns" or individually as a "Town"), home rule or statutory municipalities and political subdivisions of the State, and SUMMIT COUNTY CHILD CARE RESOURCE & REFERRAL AGENCY, INC. dba EARLY CHILDHOOD OPTIONS ("ECO") a Colorado Non-Profit Corporation. The County the Towns and ECO 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**, according to an April 2022 Summit County Childcare & After School Care Needs Assessment ("2022 Needs Assessment"), 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 this Agreement 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 ("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**, the Summit County Pre-K 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**, in 2023, the County along with the Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne entered into an IGA to establish 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 ("Original IGA"); and

**WHEREAS**, this Amended and Restated IGA for countywide Child Care Tuition Assistance will re-establish the general guidelines of the First Steps program and re-define the roles and responsibilities of the IGA's participants; and

**WHEREAS**, the First Steps 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; and

**WHEREAS**, on February 8, 2024, the Town of Keystone incorporated as a home rule municipality; and

**WHEREAS**, the Parties desire to enter into this Agreement regarding the First Steps Program to include the town of Keystone ; 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. Prior Agreement**

a. The Original IGA entered into by the County and Towns of Blue River, Breckenridge, Dillon, Frisco, and Silverthorne and dated August 7, 2023 is hereby terminated in its entirety and replaced with this Agreement.

**Section 2. Childcare Tuition Board and Plan.**

a. Tuition Board:

- i. 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.
- ii. 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.
- iii. The Plan adopted by the Board shall include specifics regarding the percentage of funding that is to be provided by each of the Parties. The necessary funding amount will be updated annually based on need.
- iv. The Board shall make an annual budgetary recommendation to the governing bodies of the Parties.
- v. Meetings of the Board shall occur at least annually during each calendar year as established by the Board.

b. The Plan:

- i. 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 tuition 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 tuition assistance for Summit First Steps for children ages 6 weeks to three years.

- ii. A draft Plan, for review by the Parties and the Board is attached as Exhibit A. The draft Plan includes the following elements: Tuition Credit Standards/Eligibility, Qualified Childcare Providers, and Budget/Program Expenditures.
- iii. The Board may, in its discretion, seek input from ECO or any sub-committee of ECO so formed, regarding the suitability of the Plan for the purposes set forth herein, prior to final adoption and at any subsequent time when the Board desires to revisit the Plan.

## **Section 2. Funding**

a. The Summit First Steps program shall be funded from contributions from each of the Parties, from revenue sources of their choosing, including but not limited to, Nicotine tax revenues. Future budgets, agreed to by all Parties, will be incorporated into this Agreement.

b. Funding Structure for 2024-2025 and beyond:

- i. ECO will collect data on the jurisdictions where families with children both live and work, in order to determine the appropriate funding percentage share for each jurisdiction as set forth below.
- ii. By July 1 of each year, ECO will determine the percentage of families living in each jurisdiction and the percentage of families working in each jurisdiction. The live and work percentages for each jurisdiction will be added together and divided in half ("Percentage Share").
- iii. By July 1 of each year, ECO will provide the Board with the anticipated tuition costs for the upcoming school year ("Tuition Budget"). The Percentage Shares calculated in subsection ii. above will be applied to the Tuition Budget for the upcoming school year in order to determine each jurisdiction's share of the tuition costs for that year ("Jurisdiction Funding Obligation"). A 10% administrative fee will be added to each Jurisdiction's Funding Obligation.
- iv. ECO will reduce the final amount of the Tuition Budget by any additional funding that is received, and the reduction will apply on a pro rata basis to each Jurisdiction's Funding Obligation unless the Board determines a different allocation is fair and equitable.
- v. No later than July 31 of each year, ECO will meet with the Board to approve the Tuition Budget, the Percentage Share, and the Jurisdiction Funding Obligations.
- vi. The Percentage Share and Jurisdiction Funding Obligations for the 2024-2025 school year are set forth in attached Exhibit C.
- vii. The Board will review the Funding Structure on an annual basis and may make adjustments to the Funding Structure as needed in order to ensure that the Jurisdiction Funding Obligations remain fair and equitable. In such event, this IGA will not need to be amended.

## **Section 3. ECO'S Responsibilities.**

For the Term of this Agreement, in addition to any and all obligations required by law or stated elsewhere in this Agreement or any attachments hereto, ECO shall comply with the following requirements:

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

parties.

b. ECO shall present to the Board a proposed budget for the Administration of the Tuition Assistance Program pursuant to this Agreement by August 30th 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. No less than once annually ECO shall report to the Parties and the public the following information:

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

c. Tuition assistance funded pursuant to First Steps shall comply with the following standards and requirements:

- i. Eligible children must be at least 6 weeks of age and three years. If the child turns three years of age on or before October 1 of the program year, they are no longer age eligible for First Steps.
- ii. Eligible children must be enrolled or eligible for enrollment in a participating, licensed childcare center, family childcare home or preschool program in Summit County.
- iii. At least one parent or legal guardian must work 30+ hours for a Summit County business.
- iv. Tuition credits shall be administered on a sliding scale with the amount of the credit being inversely related to the family income of the recipient, and with the sliding scale to be more specifically determined by the Parties.
- v. Tuition credits shall be administered on a sliding scale, with the amount of the credit being related to the rated quality of the preschool provider with whom the credit is used, and with the sliding scale to be more specifically determined by the Parties.
- vi. Other specific criteria and procedures for the disbursement of tuition credits shall be determined by the Parties.

d. In order to be qualified for the use of tuition assistance and for receipt of technical assistance or direct grants, a childcare provider shall meet the following minimum requirements:

- i. The childcare provider shall be a duly licensed childcare center, family childcare home or preschool program under the Colorado Child Care Licensing Act, §§ 26-6-101, et seq., C.R.S., as amended.
- ii. The childcare provider shall agree to participate in the Colorado Shines Quality Rating System and maintain a minimum of a Level 2 Colorado Shines Quality Rating.
- iii. The preschool shall meet such other specific criteria and standards as shall be determined by the Parties.

e. ECO in administering the First Steps Program will ensure any childcare provider participating in the First Steps, shall not use tuition assistance derived from First Steps funds to engage in inherently religious activities, such as worship, religion education or instruction or proselytization. If any childcare provider participating in First Steps engages in such inherently religious activities, the inherently religious activities must be offered separately, in time and location, from the programs, activities, or services supported by First Steps, unless offering such inherently religious activities in separate place would not be practicable due to the physical limitations of the facility in which First Steps activities are held. Nothing in this Agreement shall be construed to affect a childcare provider's right to engage in privately funded, inherently religious activities or affect the independence of childcare providers, including any rights

protected by the Colorado and U.S. Constitutions and applicable law.

#### **Section 4. Payment**

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

b. Payments will be issued by a Party within thirty (30) days of receipt of the invoice, or as soon as possible in accordance with a Party's normal financial administration procedures for paying invoices, whichever is longer. An authorized obligation hereunder is a cost supported by the applicable documentation that is approved by a party in accordance with the Party's approved First Step budget, as amended.

**Section 5. Status of ECO.** The status of ECO shall be that of an independent, tax-exempt, non-profit corporation. It is not intended, nor shall it be construed, that ECO or its personnel are employees or officers of any Party for any purpose whatsoever. ECO is a corporation and as such is responsible for the operational management, errors and omissions of its employees.

**Section 6. Examination of Records.** ECO agrees that any duly authorized representative of a Party, shall have access to and the right to examine any directly pertinent books, bank statements, records, returns, cost accounting records, files, and any other records or documents (whether prepared or maintained in hardcopy or electronic format) ("ECO's Records") prepared or maintained by ECO involving matters or transactions in any way, directly or indirectly, related to this Agreement, except those matters required to be kept confidential by law. Further, the Parties shall have the right at any time, and from time to time, to audit ECO's Records and ECO, upon request, shall make all such matters available for such examination. If ECO's Records exist in electronic form, ECO shall maintain a means of transferring said records to hardcopy form. Unless a Party has reason to believe there are special circumstances requiring a different schedule or procedure, and the Party shall have given written notice to ECO of such special circumstances, (i) the Party shall not make such monitoring or inspection more often than annually, and (ii) such monitoring or inspection shall be conducted at a mutually agreeable time and so as to prevent unnecessary interference with the work of ECO. Attendance at public meetings shall not constitute monitoring or inspection for purposes of this section.

**Section 7. Performance Monitoring/Inspection.** ECO shall permit the Parties or authorized designees, to monitor all activities conducted by ECO pursuant to the terms of this Agreement and inspect any and all records, whether in hardcopy or electronic format, relating to any matter covered by this Agreement, except those matters required to be kept confidential by law. Such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, attending all meetings, hearings, or proceedings held by ECO, its board of directors or advisors, orbits employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. Unless the Party has reason to believe there are special circumstances requiring a different schedule or procedure, and the Party shall have given written notice to ECO of such special circumstances, (i) the Party shall not make such monitoring or inspection more often than annually, and (ii) such monitoring or inspection shall be conducted at a mutually agreeable time and so as to prevent unnecessary interference with the work of ECO. Attendance at public meetings shall not constitute monitoring or inspection for purposes of this section.

#### **Section 8. 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 all Parties.

b. The Parties may agree to amend this Agreement pursuant to subsection (a) 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.

**Section 9. Term and Termination of Agreement.**

a. Effective Date. The effective date of this Agreement is \_\_\_\_\_, 2025 and shall continue until terminated by mutual agreement of the parties.

b. Termination. Any party may withdraw from this Agreement upon written notice provided to the other Parties at least sixty (60) days prior to the end of the then-current calendar year.

c. Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the County of the Towns within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the local government Parties under this Agreement are subject to annual budgeting and appropriation by their respective governing boards, in their discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate as to the non-appropriating party or parties effective December 31 of the then-current fiscal year.

**Section 10. 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 11. Indemnification.** All actions or omissions by any Party, including their respective representatives, employees, officers, agents, contractors, designees, 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, if permissible at all for the governmental Parties hereto, 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, its representatives, employees, officers, agents, contractors, designees, volunteers, or officials. 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, except ECO, 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 applicable 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.

**Section 12. Insurance.**

a. General Conditions: ECO agrees to secure, prior to the disbursement of funding hereunder, the following insurance covering all operations, goods or services provided pursuant to this Agreement. ECO shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, , and for any claims-made policy, three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A" VIII or better, or other insurer acceptable to the Board. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Board by certified mail, return receipt requested. Such written notice shall be sent thirty (30)

days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, the Parties must be notified by ECO. ECO shall be responsible for the payment of any deductible or self-insured retention. The Parties reserve the right to require the ECO to provide a bond, at no cost to the Parties, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the ECO. The ECO shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Third Party Providers: All sub-consultants, independent contractors, suppliers or other entities providing goods or services to or on behalf of ECO as contemplated by this Agreement shall be subject to all of the requirements herein and shall procure and maintain to the extent applicable the same coverages required of ECO. ECO shall include all such consultants, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that such third parties maintain the required coverages. ECO agrees to provide proof of insurance for all such third parties upon request by the Parties. ECO shall also obtain from, and provide copies to the Parties of, proof of insurance of each preschool/childcare provider participating in the First Steps Program, evidencing the same insurance coverages required of ECO.

c. Workers' Compensation/Employer's Liability. ECO shall maintain the coverage as required by statute for each of its business locations and shall maintain Employer's Liability insurance with limits of \$1.2 million for each bodily injury occurrence claim, \$1.2 million for each bodily injury caused by disease claim, and \$1.2 million aggregate for all bodily injuries caused by disease claims. ECO expressly represents to the Parties, as a material condition and requirement of this Agreement, that none of ECO's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date ECO executes this Agreement.

d. General Liability: ECO shall maintain limits of \$1.2 million for each occurrence claim, \$1.2 million for each personal and advertising injury claim, \$2,000,000 products and completed operation for each occurrence, and \$2,000,000 policy aggregate.

### **Section 13. 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 Party staff, and if not resolved, escalating to discussions between the applicable Party management, and ultimately to the applicable Party Boards or Council(s).

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 14. 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 15. 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 16. 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 upon receipt. Notice to the Parties shall be given to the address listed on Exhibit B, attached and incorporated herein, and may also be delivered in electronic form by electronic mail to the addresses listed on Exhibit B.

**Section 17. 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 18. 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 19. 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.

**Section 20. Contract Documents; Order of Precedence.** This Agreement consists of Paragraphs 1 through 20, which precede the signature page, and the following attachments which are incorporated herein and made a part by reference:

Exhibit A Guidelines - Summit First Steps 2023-2024 Program Year ("The Rules")  
Exhibit B Contacts for Notices

In the event of an irreconcilable conflict between a provision of Paragraphs 1 through 20, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs 1 through 20 hereof  
Exhibit A Guidelines - Summit First Steps 2023-2024 Program Year ("The Rules")  
Exhibit B Contacts for Notices  
Exhibit C Percentage Share and Jurisdiction Funding Obligations for the 2025-2026

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

**BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY**

By: \_\_\_\_\_  
Eric Mamula, Chair

**ATTEST:**

By: \_\_\_\_\_  
Clerk and Recorder

**TOWN OF BLUE RIVER**

By: \_\_\_\_\_  
Nick Decicco, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF BRECKENRIDGE**

By: \_\_\_\_\_  
Kelly Owens, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF DILLON**

By: \_\_\_\_\_  
Carolyn Skowyra, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF FRISCO**

By: \_\_\_\_\_  
Frederick J. Ihnken, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF SILVERTHORNE**

By: \_\_\_\_\_  
Ann-Marie Sandquist, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**TOWN OF KEYSTONE**

By: \_\_\_\_\_  
Ken Riley, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**SUMMIT COUNTY CHILD CARE RESOURCE  
& REFERRAL AGENCY, INC., dba **EARLY  
CHILDHOOD OPTIONS****

By: \_\_\_\_\_  
Kelly Renoux, Vice-Chair

**ATTEST:**

By: \_\_\_\_\_

## **Exhibit A**

### **Guidelines - Summit First Steps**

#### **(“The Rules”)**

#### **OVERVIEW**

Summit First Steps offers financial tuition assistance to families living, working and utilizing childcare in Summit County. The purpose of First Steps is to assist families with the cost of childcare so that parents can remain in the local workforce while their children attend childcare. First Steps is governed by a Child Care Tuition Assistance Board and administered by a local non-profit, Early Childhood Options (ECO).

Financial assistance is available for children between the ages of 6 weeks and 3 years attending a participating, licensed childcare center or family childcare home. The amount of assistance is determined based on gross income, childcare cost, parents' work schedule, the number of children in care, and other criteria as described below. Assistance is paid, in the form of tuition credits, directly to the participating childcare center on behalf of qualified families and is intended only for the Centers' use to cover the true cost of care.

The following policies have been established to ensure that the available funds are used in the fairest and most effective way possible. The Child Care Tuition Assistance Board reserves the right to amend the eligibility criteria or to request additional information at any time. Any fraud or misrepresentation made by applicants, participants, or recipients may result in immediate termination of funding, required repayment of funds, and additional penalties. Program funding is limited, and all tuition assistance is subject to the availability of funds. It is the responsibility of the Centers and families to inform ECO if they feel that the policies and procedures herein are being violated.

#### **ELIGIBILITY CRITERIA FOR FIRST STEPS TUITION ASSISTANCE**

- Age Eligibility: For the 2023/2024 school year, participating child's birthday must be on or after October 2, 2020
- Child must be enrolled in a qualified childcare program. A qualified childcare program can be a childcare center or family childcare home. Program qualifications are:
  - Childcare program must have a childcare license in good standing from the Colorado Department of Human Services, and
  - Childcare program must have a Colorado Shines Quality rating of 2 or above ([Current SCTA Provider List](#)).
- Household income must be at or below 180% of the Area Median Income ([AMI](#)).
- At least one member of the household is required to work 30+ hours per week, for a business located in and serving Summit County.
- To access assistance for a full time childcare schedule (4 or 5 days/ week), both parents must work 30 + hours / week and have a combined household income under 180% [AMI](#).
- Self-employed applicants must maintain an average income that exceeds their business expenses and must show that his/her taxable gross income divided by the number of hours of care used for the employment activity equals at least the current Federal Minimum Wage.

#### **DETERMINATION OF TUITION CREDIT AMOUNT**

The amount of tuition credit is based on a sliding scale and will be determined using the following factors: gross household income, childcare center tuition rates, number of children in care, Colorado Shines quality rating of program, parent/legal guardian work schedule, enrollment in other programs such as CCCAP or Early Head Start.

## **APPLICATION PROCESS**

All families, including currently participating families, are required to apply during the annual enrollment/application period. With the exception of Qualified Permitted Changes described below, no applications will be considered until the next annual enrollment deadline.

Applicants will be required to complete the application at <https://eco1.smapply.org/>. For a detailed list of documents required to apply click [here](#).

## **APPLICATION TIMELINES**

Applications Available:	On or around May 1 of the program
year Applications Due:	On or around May 31 of the program
year	
Assistance Cycle:	September 1– August 31

The application will be available online through Early Childhood Options website at: <http://www.earlychildhoodoptions.org/>

COMPLETE applications will be processed in the order they are received. Late applications will not be accepted or considered.

## **ADDITIONAL GENERAL POLICIES**

### **ASSET TESTING**

ECO may require a comprehensive list of household assets and liabilities. A child may be ineligible or disqualified from the program if assets of the parent(s)/legal guardian exceed \$250,000. Some assets will be exempt, such as primary residence equity, retirement accounts, health savings and college savings accounts.

### **OUT OF COUNTY APPLICANTS**

If a parent or legal guardian works in Summit County but the child does not reside in Summit County, at least one parent/legal guardian must be working a minimum average of 30+ hours per week annually in Summit County, for a Summit County business. If, during the program year, the family member's employment in Summit County upon which tuition credit was based is terminated for any reason, the child may remain in the program for up to eight (8) weeks without disruption to the tuition credits. If within eight weeks the family becomes compliant with the eligibility requirements, they may remain in the program for the duration of the program year. If after eight weeks the family is not in compliance with the eligibility requirements, tuition credits will be terminated immediately. It is the family's responsibility to report these changes within 30 days.

### **QUALIFIED PERMITTED CHANGES/OUT OF CYCLE APPLICATIONS**

**CURRENTLY ENROLLED FAMILIES:** If a current tuition assistance recipient is experiencing an emergency including but not limited to birth, adoption, loss of job, or other situation that significantly impacts family income, they may be eligible for amended tuition credits. The parent(s)/legal guardian will need to contact the Enrollment and Eligibility Specialist at 970-406- 3060 directly to discuss options.

**NEW FAMILIES:** If a family becomes eligible because of residency or new employment in Summit County, and/or they receive an enrollment offer from a qualified childcare provider, they may be eligible to apply for tuition credits outside of the application window. The parent(s)/legal guardian will need to contact the Enrollment and Eligibility Specialist at 970-406-3060 directly to discuss options.

### **COLORADO CHILD CARE ASSISTANCE PROGRAM (CCCAP)**

In some instances, children may be eligible for both the [Colorado Child Care Assistance Program \(CCCAP\)](#) and First Steps tuition credits. In such instances, all the eligibility criteria mentioned above are applicable, as well as:

- Families must be in good standing with their local CCCAP office and must comply with all CCCAP rules and regulations.
- If during the award cycle a family becomes ineligible for CCCAP, they may submit a complete application with all the required documentation to be considered for an

adjustment to their tuition credit.

An application will only be considered when the application is completed and submitted in full. Any approved credit may be prorated back to the date of the completed application.

Please note, the CCCAP Program is considered the payer of first resort. The First Steps tuition credit can be used to cover a portion or all of the difference between the CCCAP reimbursement and the actual rate of tuition. If parent(s)/legal guardian(s) apply for tuition credits and appear to be potentially eligible for CCCAP, they will be referred to the CCCAP office before the application can be further processed.

For more information about Summit County CCCAP, please call 970-668-9160.

### **ATTENDANCE**

It is the expectation that children participating in Summit First Steps will regularly attend based on their approved enrollment days. Parent(s)/legal guardian(s) are required to notify the childcare program if the child is going to be absent and provide the reason for the absence when appropriate.

Consistent excused absences may result in a loss or deduction of your child's tuition credit. Childcare programs are required to notify ECO anytime a child's attendance falls below 75% of his/her regular schedule.

### **EVALUATION AND DATA TRACKING**

ECO will be using a variety of strategies to evaluate the overall success of the program. Short and long-term program data may be gathered through early childhood assessments, interviews, surveys, observations, and small groups. Parent(s)/legal guardian will be asked to sign an information sharing release, within the guidelines of the stated confidentiality agreement.

### **PARENT RESPONSIBILITY**

1. Parent/s or legal guardians are responsible for reporting to the Enrollment and Eligibility Specialist, in writing or by email, any changes in their child's preschool or childcare schedule, or any changes of program.

2. Every parent(s) or legal guardian applying for tuition credit will be required to sign a statement acknowledging that they do not have any outstanding debt to any licensed preschool program, childcare center, and/or family childcare provider or have made agreeable arrangements to pay their debt. If it is brought to ECO's attention by any means that a participating family has an outstanding debt, an investigation will take place. If the allegations are founded, the tuition credit will be placed on-hold for a probationary period of 30 calendar days.

During the 30 days, the family must pay the balance of their debt or make acceptable arrangements for payment. If these conditions have not been met after 30 days, there will be immediate termination of funding and additional penalties adopted by ECO may occur.

A family may re-apply at the next annual deadline if they have an age-eligible child and only after the balance is paid in full to the preschool program, childcare center or family childcare provider.

3. Loss of Employment must be reported immediately to the Enrollment and Eligibility Specialist at ECO.

4. If, during the program year, household income either increases by 10% or decreases by 10% the family must notify the Enrollment & Eligibility Specialist within 20 days of the date of such change to my income. The amount of household income includes wages, assets or other property obtained during such a school year.

5. Applicants must sign a complete "Participant Responsibility Agreement" as well as a Verification and Acknowledgement form to attest that all the information that has been provided as part of their application is true and complete.

6. It is the responsibility of the parent(s)/legal guardian to comply with the rules and regulations of the childcare provider and the First Steps program, including but not limited to those relating to absences. The parent must agree to notify the childcare program if the child is going to be absent, and the reason for the absence when

appropriate.

## **CONFIDENTIALITY**

Early Childhood Options (ECO) respects the importance of maintaining the confidentiality of personal or sensitive information disclosed in the First Steps program and takes reasonable measures to protect the unauthorized disclosure of such information.

ECO may disclose certain anonymous, aggregated data and provide it to early childhood programs, funding sources and governmental agencies either for market research and statistical purposes or to ensure compliance with the agreements between ECO and early childhood programs, funding sources, governmental agencies, and similar organizations.

**Exhibit B**  
**Contacts for Notices**

**Blue River**

Town Manager's Office  
0110 Whispering Pines Circle  
PO Box 1784, Breckenridge, CO

80424 e-mail:

[info@townofblueriver.org](mailto:info@townofblueriver.org)

**Breckenridge**

Town Manager's  
Office 150 Ski Hill  
Road  
PO Box 168  
Breckenridge, CO 80424

e-mail: [shannonh@townofbreckenridge.com](mailto:shannonh@townofbreckenridge.com)

**Dillon**

Town Manager's  
Office 275 Lake Dillon  
Drive PO BOX 8  
Dillon, CO 80435

e-mail: [info@townofdillon.com](mailto:info@townofdillon.com)

**Early Childhood**

**Options** ECO Executive  
Director PO BOX 3355  
330 Fiedler Avenue  
Suite 100  
Dillon, CO 80435

e-mail: [program@earlychildhoodoptions.org](mailto:program@earlychildhoodoptions.org)

**Frisco**

Town Manager's  
Office PO Box 4100  
1 East Main Street  
Frisco, CO 80443

e-mail: [TomF@townoffrisco.com](mailto:TomF@townoffrisco.com)

**Keystone**

Town Manager's  
Office 1628 Sts John  
Road Keystone, CO  
80435

e-mail: [jcrone@keystoneco.gov](mailto:jcrone@keystoneco.gov)

**Silverthorne**

Town Manager's  
Office PO Box 1309  
601 Center Circle  
Silverthorne, CO 80498

e-mail: [info@silverthorne.org](mailto:info@silverthorne.org)

**Summit County**

County Manager's Office  
P.O. Box 68  
208 Lincoln Ave., 3rd Floor  
Breckenridge, CO 80424

e-mail: [Dave.Rossi@summitcountyco.gov](mailto:Dave.Rossi@summitcountyco.gov)

**Exhibit C**

Percentage Share and Jurisdiction Funding Obligations for the 2024-2025

	% Funding (23/24 Data)	Cost without Administration	Full Cost with Administration
Blue River	0.64%	\$ 13,963.34	\$ 14,598.04
Breckenridge	32.31%	\$ 704,930.58	\$ 736,972.88
Dillon	7.10%	\$ 154,905.82	\$ 161,947.00
Frisco	14.55%	\$ 317,447.85	\$ 331,877.30
Silverthorne	19.06%	\$ 415,845.77	\$ 434,747.85
SCG	23.33%	\$ 509,007.44	\$ 532,144.14
Keystone	3.02%	\$ 65,889.52	\$ 68,884.50
Total	100.01%	\$ 2,181,990.32	\$ 2,281,171.71