



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Doriso - District #4
Lynn Baca - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
May 4, 2021
9:30 AM

Watch the virtual meeting through our You Tube Channel
<https://www.youtube.com/channel/UC7KDbF1XykrYlxnfhEH5XVA>

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of May 2021 as Foster Care Month

5. PUBLIC COMMENT

A. Citizen Communication

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction or request to speak at the meeting through our eComment system at <https://adccgov.legistar.com/Calendar.aspx>

Residents are encouraged to submit comments, prior to the meeting, through written comment using eComment; eComment is integrated with the published meeting agenda and individuals may review the agenda item details and indicate their position on each item. A request to speak at the meeting may also be submitted using the eComment feature. You will be prompted to set up a user profile to allow you to comment, which will become part of the official public record. The eComment period opens when the agenda is published and closes at 4:30 p.m. the Monday prior to the noticed meeting.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of April 19-23, 2021
- B.** Minutes of the Commissioners' Proceedings from April 27, 2021
- C.** Resolution Approving an Intergovernmental Agreement between Adams County and Westminster Public Schools Regarding the Placement of Children/Youth in Foster Care
(File approved by ELT)
- D.** Resolution Approving an Intergovernmental Agreement between Adams County and Mapleton Schools Regarding the Placement of Children/Youth in Foster Care
(File approved by ELT)
- E.** Resolution Approving Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Second Creek Tributaries
(File approved by ELT)
- F.** Resolution Approving an Intergovernmental Agreement between Adams County and Strasburg 31J School District Regarding the Placement of Children/Youth in Foster Care
(File approved by ELT)
- G.** Resolution Approving an Intergovernmental Agreement between Adams County and Adams 14 School District Regarding the Place of Children/Youth in Foster Care
(File approved by ELT)
- H.** Resolution Approving an Intergovernmental Agreement between Adams County and 27J School District Regarding the Placement of Children/Youth in Foster Care
(File approved by ELT)
- I.** Resolution Approving an Intergovernmental Agreement between Adams County and Bennett School District 29J Regarding the Placement of Children/Youth in Foster Care
(File approved by ELT)
- J.** Resolution Approving Development Agreement between Adams County and 6201 N. Broadway LLC.
(File approved by ELT)
- K.** Resolution Approving the Intergovernmental Agreement Regarding Maintenance, Ownership, and Dedication of Clear Creek Transit Public Improvements between Adams County, Clear Creek Transit Metropolitan District No. 1, and Clear Creek Transit Metropolitan District No. 2
(File approved by ELT)
- L.** Resolution Appointing Chief Judge Don Quick to the Community Corrections Board as the 17th Judicial Representative Member
(File approved by ELT)
- M.** Resolution Appointing Tiffany Sorice to the Community Corrections Board as a District Attorney Member
(File approved by ELT)
- N.** Resolution Awarding Annual Renewal Policies to Insurance Carriers
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation

FOSTER CARE MONTH May 2021

Whereas, childhood is a time of laughter and play; it is a time of curiosity and wonder, it is a time for making friends, learning, and exploring the world. When children feel safe, secure, and loved, they can grow strong and confident; and

Whereas, for almost 4,500 Colorado children, this image of a happy childhood does not exist. These children's experience is often sadness and pain; it is fear and loss. It is separation from family, friends, their community, and sometimes their pets. They are unable to remain with their birth families, through no fault of their own. These children need temporary families, who help them feel safe and secure; a place to heal from the trauma they have experienced; and

Whereas, in 1988, May was declared Foster Care Month to raise awareness of foster care, and to celebrate and honor foster families and the entire foster care community; and

Whereas, foster parents play an amazing role for birth families. They fill in to support Adams County birth families who need time to overcome challenges and time to be whole again. During this global pandemic, foster families have once again shown us their strength and courage. They have accepted the pandemic challenges and have unfailingly shown up for Adams County's children; and

Whereas, we want to thank and highlight the large and diverse community of nonprofit organizations, businesses, civic groups, public servants, and individuals who are committed to the cause of caring for and raising awareness of the needs of children and youth in foster care; and

Whereas, the Adams County Human Services Department understands children are the key to Colorado's future success and prosperity, they wholeheartedly accept the task to care for children, youth, and families; strive to ensure safety and well-being despite all the legal, economic, and social challenges to protect the rights of children to grow up with their families, to be safe, and to live their authentic lives; and

Whereas, Colorado is experiencing a shortage of foster families. Colorado needs more families willing to provide care for children and youth with complex behavioral and mental health needs, so they can live in family settings, and not congregate care settings, and to provide care for sibling groups so they can remain together as they move through this difficult time in their life; and

Whereas, although Adams County has many wonderful foster families, we are still in need of more and there is no better month to begin the process of becoming a foster parent than May, National Foster Care Month; and

Whereas, the Adams County Board of Commissioners recognizes the important role foster parents play in the lives of children and youth in foster care; and the roles case workers and the community play in shaping the lives of children and youth in foster care.

Now Therefore, Be It Resolved, the Board of County Commissioners of the County of Adams, State of Colorado, proclaims May 2021 as

“Foster Care Month”

In witness whereof, we have set our hands and caused the seal of the county to be affixed May 4, 2021.

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	617,697.72
4	Capital Facilities Fund	7,635.75
5	Golf Course Enterprise Fund	39,993.00
6	Equipment Service Fund	5,427.63
7	Stormwater Utility Fund	16,956.40
13	Road & Bridge Fund	1,726,857.58
19	Insurance Fund	609,121.79
25	Waste Management Fund	13,989.00
30	Community Dev Block Grant Fund	84,985.00
31	Head Start Fund	13,462.35
34	Comm Services Blk Grant Fund	40,591.36
35	Workforce & Business Center	11,471.00
43	Colorado Air & Space Port	137,685.26
50	FLATROCK Facility Fund	1,606.87
		<u>3,327,480.71</u>

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007460	1017428	B&R INDUSTRIES	04/22/21	3,105.00
00007464	378404	CARUSO JAMES LOUIS	04/22/21	3,075.00
00007470	1097323	MCGUINN CONOR MATTHEW	04/22/21	375.00
00007477	1139883	SILENT SOLUTIONS SECURITY	04/22/21	280.00
00007486	12577	CUMMINS ALLISON CORP	04/23/21	6,117.95
00007487	776964	TRACKER	04/23/21	6,420.00
00758670	433987	ADCO DISTRICT ATTORNEY'S OFFIC	04/22/21	600.02
00758671	8579	AGFINITY INC	04/22/21	50.00
00758675	12012	ALSCO AMERICAN INDUSTRIAL	04/22/21	217.94
00758676	14661	AMERIGAS DENVER 1012	04/22/21	1,548.73
00758678	1029822	BC SURF & SPORT	04/22/21	50.00
00758679	3020	BENNETT TOWN OF	04/22/21	3,000.00
00758680	3020	BENNETT TOWN OF	04/22/21	78.28
00758681	96427	BERKELEY WATER & SANITATION D	04/22/21	72.97
00758683	40942	BI INCORPORATED	04/22/21	24,148.12
00758684	1044535	BONGO LOVE	04/22/21	9,770.00
00758685	535284	BRICE STEELE LAW OFFICES	04/22/21	66.00
00758686	13160	BRIGHTON CITY OF (WATER)	04/22/21	3,613.16
00758687	13160	BRIGHTON CITY OF (WATER)	04/22/21	446.20
00758688	338930	BRIGHTVIEW LANDSCAPE SERVICES	04/22/21	1,738.00
00758689	93187	BUDGET CONTROL SERVICES, INC	04/22/21	73.00
00758690	48966	BUEHLER MOVING & STORAGE	04/22/21	9,037.00
00758691	726898	CA SHORT COMPANY	04/22/21	2,300.00
00758695	661015	CHP METRO NORTH LLC	04/22/21	1,050.00
00758697	647801	CML SECURITY LLC	04/22/21	2,400.00
00758698	1156792	COLLINS LAURIE	04/22/21	75.00
00758699	5050	COLO DIST ATTORNEY COUNCIL	04/22/21	3,782.90
00758700	2157	COLO OCCUPATIONAL MEDICINE PHY	04/22/21	944.00
00758701	1078057	COLORADO LEGAL SERVICES	04/22/21	50,000.00
00758702	48089	COMCAST BUSINESS	04/22/21	2,100.00
00758703	612089	COMMERCIAL CLEANING SYSTEMS	04/22/21	105,859.42
00758708	573438	CONVERSKETCH LLC	04/22/21	2,576.16
00758709	42984	CORECIVIC INC	04/22/21	8,996.07
00758711	13377	DENVER REGIONAL COUNCIL OF	04/22/21	68,705.00
00758713	13892	DOUGLAS COUNTY SHERIFF	04/22/21	49.00
00758714	808844	DUPRIEST JOHN FIELDEN	04/22/21	65.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758718	13454	FEDERAL EXPRESS CO	04/22/21	16.90
00758719	761168	FERRELGAS L P	04/22/21	1,052.49
00758720	698569	FOREST SEAN	04/22/21	65.00
00758721	263238	FOSTER GRAHAM MILSTEIN AND CAL	04/22/21	66.00
00758722	671123	FOUND MY KEYS	04/22/21	1,565.36
00758723	426777	FRANCY LAW FIRM	04/22/21	114.00
00758724	1157564	GALLEGOS GREG JOEL	04/22/21	126.00
00758725	783632	GAM ENTERPRISES INC	04/22/21	3,997.00
00758727	293118	GARNER, ROSIE	04/22/21	65.00
00758731	381414	HAMPDEN PRESS INC	04/22/21	2,500.00
00758732	2816	HAWKINS COMMERCIAL APPLIANCE	04/22/21	933.94
00758733	358482	HOLST AND BOETTCHER	04/22/21	19.00
00758734	44965	INTERVENTION COMMUNITY CORRECT	04/22/21	10,181.00
00758736	27817	JARAMILLO JERRY GEORGE	04/22/21	2,500.00
00758737	92992	JAY DEE INC	04/22/21	47,397.57
00758738	215623	JEFFERSON COUNTY TREASURER	04/22/21	7,085.00
00758740	810005	JORGENSEN BROWNELL & PEPIN	04/22/21	66.00
00758741	1127930	JOSHUA B EPEL ESQ PLLC	04/22/21	13,840.00
00758745	192058	LADWIG MICHAEL V MD PC	04/22/21	3,576.00
00758746	1152835	LAW OFFICES OF MICHAEL IRA ASE	04/22/21	245.00
00758747	1157557	LAW OFFICES OF NANCY W PHILLIP	04/22/21	19.00
00758748	975291	MADDUX THOMAS SCOTT	04/22/21	65.00
00758749	278810	MANNING JANET	04/22/21	66.00
00758752	810888	MARTINEZ JUSTIN PAUL	04/22/21	65.00
00758753	1157554	MCCANTS RAYNARD	04/22/21	19.00
00758754	871154	MEI TOTAL ELEVATOR SOLUTIONS	04/22/21	18,854.62
00758756	13591	MWI VETERINARY SUPPLY CO	04/22/21	403.13
00758757	16428	NICOLETTI-FLATER ASSOCIATES	04/22/21	495.00
00758759	1157561	OFFICE OF THE ATTORNEY GENERAL	04/22/21	19.00
00758760	33716	OLD VINE PINNACLE ASSOCIATES	04/22/21	800.00
00758761	1157551	PIERONI ALLISON	04/22/21	19.00
00758762	192059	POINT SPORTS/ERGOMED	04/22/21	180.00
00758765	346615	PROVEST LLC	04/22/21	57.00
00758767	430098	REPUBLIC SERVICES #535	04/22/21	3,225.04
00758768	53054	RICHARDSON SHARON	04/22/21	65.00
00758770	1129845	ROSE DAVID E	04/22/21	65.00

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758772	227044	SOUTHWESTERN PAINTING	04/22/21	19,111.00
00758773	1029881	SPRINT CUSTOMER FINANCE SERVIC	04/22/21	50.00
00758776	13949	STRASBURG SANITATION	04/22/21	96.59
00758777	599714	SUMMIT FOOD SERVICE LLC	04/22/21	64,739.98
00758778	52553	SWEEP STAKES UNLIMITED	04/22/21	30.00
00758779	80267	SWIMS DISPOSAL	04/22/21	190.00
00758780	1047964	SYMMETRY ENERGY SOLUTIONS LLC	04/22/21	11,248.87
00758782	47341	T MOBILE	04/22/21	30.56
00758783	618144	T&G PECOS LLC	04/22/21	1,800.00
00758785	177980	THE GROWHAUS	04/22/21	19,194.00
00758786	385142	THOMPSON GREGORY PAUL	04/22/21	65.00
00758787	270589	TOP HAT FILE AND SERVE	04/22/21	19.00
00758789	666214	TYGRETT DEBRA R	04/22/21	285.00
00758790	240959	UNITED HEALTHCARE	04/22/21	16,000.00
00758792	1007	UNITED POWER (UNION REA)	04/22/21	55.99
00758793	1007	UNITED POWER (UNION REA)	04/22/21	34.29
00758815	37012	UNITED REPROGRAPHIC SUPPLY INC	04/22/21	1,620.00
00758819	28566	VERIZON WIRELESS	04/22/21	370.84
00758823	1157568	WONG ARACELI	04/22/21	19.00
00758825	338508	WRIGHTWAY INDUSTRIES INC	04/22/21	443.90
00758826	13822	XCEL ENERGY	04/22/21	1,319.21
00758827	13822	XCEL ENERGY	04/22/21	7,675.56
00758828	13822	XCEL ENERGY	04/22/21	4,488.17
00758829	13822	XCEL ENERGY	04/22/21	6,211.03
00758830	13822	XCEL ENERGY	04/22/21	7,057.87
00758831	13822	XCEL ENERGY	04/22/21	2,903.10
00758832	13822	XCEL ENERGY	04/22/21	372.98
00758833	13822	XCEL ENERGY	04/22/21	695.18
00758834	13822	XCEL ENERGY	04/22/21	640.25
00758835	13822	XCEL ENERGY	04/22/21	44.96
00758836	13822	XCEL ENERGY	04/22/21	573.31
00758837	13822	XCEL ENERGY	04/22/21	899.46
00758838	13822	XCEL ENERGY	04/22/21	5,835.76
00758839	13822	XCEL ENERGY	04/22/21	86.25
00758840	13822	XCEL ENERGY	04/22/21	277.56
00758841	13822	XCEL ENERGY	04/22/21	113.17

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758842	13822	XCEL ENERGY	04/22/21	78.66
00758843	13822	XCEL ENERGY	04/22/21	32.21
00758844	13822	XCEL ENERGY	04/22/21	244.81
00758845	13822	XCEL ENERGY	04/22/21	11.65
00758846	13822	XCEL ENERGY	04/22/21	26.23
00758847	13822	XCEL ENERGY	04/22/21	93.35
Fund Total				617,697.72

Net Warrants by Fund Detail

4 **Capital Facilities Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007485	737980	WOLD ARCHITECTS AND ENGINEERS	04/22/21	7,063.23
00758769	844969	RLH ENGINEERING INC	04/22/21	572.52
Fund Total				7,635.75

County of Adams
Net Warrants by Fund Detail

5 **Golf Course Enterprise Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007474	6177	PROFESSIONAL RECREATION MGMT I	04/22/21	39,993.00
			Fund Total	39,993.00

Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758771	16237	SAM HILL OIL INC	04/22/21	2,782.25
00758784	790907	THE GOODYEAR TIRE AND RUBBER C	04/22/21	2,645.38
Fund Total				5,427.63

Net Warrants by Fund Detail

7

Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007475	433702	QUANTUM WATER & ENVIRONMENT	04/22/21	7,575.00
00758817	158184	UTILITY NOTIFICATION CENTER OF	04/22/21	2,039.40
00758818	1090176	UTILO LLC	04/22/21	7,342.00
Fund Total				16,956.40

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007458	89295	ARVADA CITY OF	04/22/21	18,181.39
00007459	89296	AURORA CITY OF	04/22/21	214,781.21
00007461	89297	BENNETT TOWN OF	04/22/21	9,288.43
00007463	89298	BRIGHTON CITY OF	04/22/21	136,542.14
00007467	89299	COMMERCE CITY CITY OF	04/22/21	168,893.60
00007468	89300	FEDERAL HEIGHTS CITY OF	04/22/21	26,306.95
00007469	26746	FELSBURG HOLT & ULLEVIG	04/22/21	6,503.75
00007472	89301	NORTHGLENN CITY OF	04/22/21	78,611.19
00007479	89302	THORNTON CITY OF	04/22/21	298,294.47
00007483	89304	WESTMINSTER CITY OF	04/22/21	155,654.93
00758672	13074	ALBERT FREI & SONS INC	04/22/21	22,529.55
00758674	9507	ALLIED RECYCLED AGGREGATES	04/22/21	45,258.08
00758682	49497	BFI TOWER ROAD LANDFILL	04/22/21	4,574.23
00758706	421767	COMPASS MINERALS AMERICA INC	04/22/21	16,969.28
00758716	534975	EP&A ENVIROTAC INC	04/22/21	49,710.54
00758726	1155171	GARCIA CASIANA GUILLERMO	04/22/21	1,300.00
00758729	12812	GROUND ENGINEERING CONSULTANTS	04/22/21	262.50
00758735	142892	JALISCO INTL INC	04/22/21	342,890.36
00758739	506641	JK TRANSPORTS INC	04/22/21	60,170.00
00758750	9379	MARTIN MARTIN CONSULTING ENGIN	04/22/21	1,772.50
00758751	1154918	MARTINEZ BAEZA ALMA	04/22/21	1,210.00
00758763	13812	POWER EQUIPMENT CO	04/22/21	7,500.00
00758794	1007	UNITED POWER (UNION REA)	04/22/21	23.16
00758795	1007	UNITED POWER (UNION REA)	04/22/21	48.28
00758796	1007	UNITED POWER (UNION REA)	04/22/21	16.50
00758797	1007	UNITED POWER (UNION REA)	04/22/21	16.50
00758798	1007	UNITED POWER (UNION REA)	04/22/21	16.50
00758799	1007	UNITED POWER (UNION REA)	04/22/21	105.75
00758800	1007	UNITED POWER (UNION REA)	04/22/21	48.90
00758801	1007	UNITED POWER (UNION REA)	04/22/21	43.30
00758802	1007	UNITED POWER (UNION REA)	04/22/21	34.00
00758803	1007	UNITED POWER (UNION REA)	04/22/21	139.10
00758804	1007	UNITED POWER (UNION REA)	04/22/21	126.25
00758805	1007	UNITED POWER (UNION REA)	04/22/21	20.31
00758806	1007	UNITED POWER (UNION REA)	04/22/21	43.61
00758807	1007	UNITED POWER (UNION REA)	04/22/21	47.51

Net Warrants by Fund Detail

13**Road & Bridge Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758808	1007	UNITED POWER (UNION REA)	04/22/21	48.49
00758809	1007	UNITED POWER (UNION REA)	04/22/21	25.54
00758810	1007	UNITED POWER (UNION REA)	04/22/21	96.56
00758811	1007	UNITED POWER (UNION REA)	04/22/21	33.00
00758812	1007	UNITED POWER (UNION REA)	04/22/21	33.00
00758813	1007	UNITED POWER (UNION REA)	04/22/21	36.00
00758814	1007	UNITED POWER (UNION REA)	04/22/21	88.49
00758824	378074	WORK WEAR SAFETY SHOES	04/22/21	150.00
00758848	13822	XCEL ENERGY	04/22/21	100.58
00758849	13822	XCEL ENERGY	04/22/21	47.30
00758850	13822	XCEL ENERGY	04/22/21	132.41
00758851	13822	XCEL ENERGY	04/22/21	11.78
00758852	13822	XCEL ENERGY	04/22/21	92.52
00758853	13822	XCEL ENERGY	04/22/21	81.73
00758854	13822	XCEL ENERGY	04/22/21	57.32
00758855	13822	XCEL ENERGY	04/22/21	111.76
00758856	13822	XCEL ENERGY	04/22/21	48,064.74
00758857	13822	XCEL ENERGY	04/22/21	9,711.59
Fund Total				1,726,857.58

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007481	37223	UNITED HEALTH CARE INSURANCE C	04/22/21	428,951.57
00758667	1117066	AB LITIGATION SERVICES	04/22/21	365.83
00758692	726898	CA SHORT COMPANY	04/22/21	13,812.50
00758693	419839	CAREHERE LLC	04/22/21	80,813.00
00758742	8031	JUDICIAL ARBITER GROUP INC	04/22/21	4,000.00
00758755	1107281	MILE HIGH COURT REPORTING & VI	04/22/21	1,163.70
00758791	240959	UNITED HEALTHCARE	04/22/21	78,687.89
00758816	1132246	US LEGAL SUPPORT INC	04/22/21	1,327.30
			Fund Total	609,121.79

County of Adams
Net Warrants by Fund Detail

25

Waste Management Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007476	433702	QUANTUM WATER & ENVIRONMENT	04/22/21	13,989.00
			Fund Total	13,989.00

Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007462	1087759	BLACK EYED PEA	04/22/21	7,741.00
00007466	1087774	COLORADO SPORTS RENTAL LLC	04/22/21	11,500.00
00007471	1139552	MT FUJI HIBACHI WESTMINSTER LL	04/22/21	7,167.50
00007473	866134	PG CONSTRUCTION SERVICES INC	04/22/21	1,266.00
00007478	1152666	TAN N TONE	04/22/21	6,157.00
00007480	1132736	TOP TIER COLORADO LLC	04/22/21	11,852.00
00007482	1130188	UNTERSEHER ORTHODONTICS PLLC	04/22/21	10,746.50
00007484	1132744	WINGS UNLIMITED LLC	04/22/21	4,508.00
00758728	1152907	GOODYS EATERY	04/22/21	8,900.00
00758758	1116388	NOAHS ARK PRESCHOOL & CHILD CA	04/22/21	10,278.50
00758766	6460	PUBLISHING HOUSE THE	04/22/21	4,868.50
Fund Total				84,985.00

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758694	327914	CESCO LINGUISTIC SERVICE INC	04/22/21	110.75
00758696	327250	CINTAS CORPORATION NO 2	04/22/21	160.89
00758705	248029	COMMUNITY REACH CENTER FOUNDAT	04/22/21	6,515.84
00758712	1052031	DFA DAIRY BRANDS CORPORATE LLC	04/22/21	295.00
00758781	13770	SYSCO DENVER	04/22/21	1,300.14
00758821	31360	WESTMINSTER PRESBYTERIAN CHURC	04/22/21	2,267.73
00758822	59983	WESTMINSTER PUBLIC SCHOOLS	04/22/21	2,812.00
Fund Total				13,462.35

Net Warrants by Fund Detail

34Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758668	30283	ACCESS HOUSING	04/22/21	10,501.09
00758669	258636	ADAMS COUNTY FOOD BANK	04/22/21	14,627.43
00758715	190240	ECPAC	04/22/21	169.47
00758717	8818069	FAMILY TREE INC	04/22/21	1,342.22
00758730	44825	GROWING HOME INC	04/22/21	1,764.36
00758764	189016	PROJECT ANGEL HEART	04/22/21	12,186.79
Fund Total				40,591.36

Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758677	140646	AZTEC SOFTWARE LLC	04/22/21	6,591.00
00758707	1483	COMPUTER SYSTEMS DESIGN	04/22/21	4,800.00
00758710	1155621	DEHERRERA ANTONIO X	04/22/21	80.00
Fund Total				11,471.00

Net Warrants by Fund Detail

43Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00007465	709816	CITY SERVICEVALCON LLC	04/22/21	28,343.22
00758673	88281	ALBERTS WATER & WASTEWATER SER	04/22/21	3,300.00
00758743	204737	JVIATION, A WOOLPERT COMPANY	04/22/21	2,978.00
00758744	358103	KIMLEY-HORN AND ASSOCIATES INC	04/22/21	99,900.48
00758774	33604	STATE OF COLORADO	04/22/21	2,093.00
00758775	33604	STATE OF COLORADO	04/22/21	5.91
00758788	80271	TWS AVIATION FUEL SYSTEMS	04/22/21	441.60
00758820	80279	VERIZON WIRELESS	04/22/21	623.05
			Fund Total	137,685.26

County of Adams
Net Warrants by Fund Detail

50

FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00758704	612089	COMMERCIAL CLEANING SYSTEMS	04/22/21	1,606.87
Fund Total				1,606.87

County of Adams
Net Warrants by Fund Detail

Grand Total 3,327,480.71

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Admin & Customer Care</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	COLLINS LAURIE	00001	994402	389855	04/21/21	75.00
					Account Total	75.00
	Security Service					
	SILENT SOLUTIONS SECURITY	00001	994471	389889	04/21/21	280.00
					Account Total	280.00
					Department Total	<u>355.00</u>

County of Adams
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	WOLD ARCHITECTS AND ENGINEERS	00004	994593	389970	04/22/21	252.49
	WOLD ARCHITECTS AND ENGINEERS	00004	994594	389970	04/22/21	4,944.75
	WOLD ARCHITECTS AND ENGINEERS	00004	994602	389970	04/22/21	1,865.99
					Account Total	<u>7,063.23</u>
					Department Total	<u><u>7,063.23</u></u>

County of Adams
Vendor Payment Report

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	VERIZON WIRELESS	00043	994465	389887	04/21/21	<u>583.04</u>
					Account Total	<u>583.04</u>
					Department Total	<u><u>583.04</u></u>

County of Adams
Vendor Payment Report

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fuel Farm					
	TWS AVIATION FUEL SYSTEMS	00043	994472	389887	04/21/21	335.60
	TWS AVIATION FUEL SYSTEMS	00043	994472	389887	04/21/21	106.00
					Account Total	441.60
	Misc Revenues					
	STATE OF COLORADO	00043	994401	389778	04/20/21	.07-
	STATE OF COLORADO	00043	994401	389778	04/20/21	.20-
	STATE OF COLORADO	00043	994400	389778	04/20/21	69.00-
	STATE OF COLORADO	00043	994400	389778	04/20/21	.69-
					Account Total	69.96-
	Telephone					
	VERIZON WIRELESS	00043	994465	389887	04/21/21	40.01
					Account Total	40.01
					Department Total	411.65

County of Adams
Vendor Payment Report

<u>941018</u>	<u>CDBG 2018/2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Inst.-Pgm. Cst					
	BLACK EYED PEA	00030	994059	389286	04/13/21	7,741.00
	COLORADO SPORTS RENTAL LLC	00030	993817	388871	04/07/21	11,500.00
	GOODYS EATERY	00030	994360	389761	04/20/21	8,900.00
	MT FUJI HIBACHI WESTMINSTER LL	00030	993681	388716	04/06/21	7,167.50
	NOAHS ARK PRESCHOOL & CHILD CA	00030	994362	389762	04/20/21	10,278.50
	PUBLISHING HOUSE THE	00030	993816	388870	04/07/21	4,868.50
	TAN N TONE	00030	994352	389754	04/20/21	6,157.00
	TOP TIER COLORADO LLC	00030	994058	389284	04/13/21	11,852.00
	UNTERSEHER ORTHODONTICS PLLC	00030	993930	389074	04/09/21	10,746.50
	WINGS UNLIMITED LLC	00030	993879	389050	04/09/21	4,508.00
					Account Total	83,719.00
	Grants to Other Institutions					
	PG CONSTRUCTION SERVICES INC	00030	993522	388249	03/31/21	1,266.00
					Account Total	1,266.00
					Department Total	84,985.00

County of Adams
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	UNITED REPROGRAPHIC SUPPLY INC	00001	994435	389866	04/21/21	<u>1,620.00</u>
					Account Total	<u>1,620.00</u>
					Department Total	<u><u>1,620.00</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Colorado Air & Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	994401	389778	04/20/21	6.18
	STATE OF COLORADO	00043	994400	389778	04/20/21	2,162.69
					Account Total	2,168.87
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	994518	389965	04/22/21	3,300.00
	CITY SERVICEVALCON LLC	00043	994592	389970	04/22/21	14,065.90
	CITY SERVICEVALCON LLC	00043	994592	389970	04/22/21	14,277.32
	JVIATION, A WOOLPERT COMPANY	00043	994539	389965	04/22/21	2,978.00
	KIMLEY-HORN AND ASSOCIATES INC	00043	994529	389965	04/22/21	48,900.00
	KIMLEY-HORN AND ASSOCIATES INC	00043	994530	389965	04/22/21	47,520.48
	KIMLEY-HORN AND ASSOCIATES INC	00043	994577	389965	04/22/21	3,480.00
					Account Total	134,521.70
					Department Total	136,690.57

County of Adams
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Messenger/Delivery Service					
	FEDERAL EXPRESS CO	00001	994385	389766	04/20/21	16.90
					Account Total	16.90
	Other Professional Serv					
	DOUGLAS COUNTY SHERIFF	00001	994384	389766	04/20/21	49.00
	SWEEP STAKES UNLIMITED	00001	994383	389766	04/20/21	30.00
					Account Total	79.00
					Department Total	95.90

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	994256	389655	04/19/21	3,075.00
					Account Total	3,075.00
	Other Professional Serv					
	MCGUINN CONOR MATTHEW	00001	994390	389774	04/20/21	375.00
					Account Total	375.00
					Department Total	3,450.00

County of Adams
Vendor Payment Report

<u>1012</u>	<u>County Manager</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CONVERSKETCH LLC	00001	994257	389661	04/19/21	<u>2,576.16</u>
					Account Total	<u>2,576.16</u>
					Department Total	<u><u>2,576.16</u></u>

County of Adams
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CUMMINS ALLISON CORP	00001	994617	390002	04/22/21	5,479.02
					Account Total	<u>5,479.02</u>
	Operating Supplies					
	CUMMINS ALLISON CORP	00001	994616	389999	04/22/21	638.93
					Account Total	<u>638.93</u>
	Other Professional Serv					
	TRACKER	00001	994628	390083	04/23/21	6,420.00
					Account Total	<u>6,420.00</u>
					Department Total	<u><u>12,537.95</u></u>

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ACCESS HOUSING	00034	993997	389267	04/13/21	616.87
	ACCESS HOUSING	00034	994209	389470	04/13/21	9,884.22
	ADAMS COUNTY FOOD BANK	00034	993998	389267	04/13/21	14,627.43
	ECPAC	00034	994000	389267	04/13/21	169.47
	FAMILY TREE INC	00034	994001	389267	04/13/21	1,342.22
	GROWING HOME INC	00034	994210	389470	04/13/21	871.40
	GROWING HOME INC	00034	994211	389470	04/13/21	892.96
	PROJECT ANGEL HEART	00034	994002	389267	04/13/21	3,731.84
	PROJECT ANGEL HEART	00034	994003	389267	04/13/21	8,454.95
					Account Total	40,591.36
					Department Total	40,591.36

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994466	389886	04/21/21	19.15
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994466	389886	04/21/21	26.08
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994467	389886	04/21/21	5.17
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994467	389886	04/21/21	13.55
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994467	389886	04/21/21	16.71
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994468	389886	04/21/21	40.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994468	389886	04/21/21	16.81
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994468	389886	04/21/21	11.80
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994468	389886	04/21/21	40.57
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994468	389886	04/21/21	21.88
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994468	389886	04/21/21	21.88
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994469	389886	04/21/21	29.65
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994469	389886	04/21/21	21.88
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994469	389886	04/21/21	12.32
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994469	389886	04/21/21	10.59
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994470	389886	04/21/21	204.60
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994470	389886	04/21/21	60.00
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994463	389886	04/21/21	15.30
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994464	389886	04/21/21	12.63
					Account Total	600.57
					Department Total	600.57

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	SAM HILL OIL INC	00006	994544	389965	04/22/21	725.36
	SAM HILL OIL INC	00006	994585	389965	04/22/21	2,056.89
	THE GOODYEAR TIRE AND RUBBER C	00006	994583	389965	04/22/21	150.00
	THE GOODYEAR TIRE AND RUBBER C	00006	994584	389965	04/22/21	2,223.48
	THE GOODYEAR TIRE AND RUBBER C	00006	994545	389965	04/22/21	271.90
					Account Total	5,427.63
					Department Total	5,427.63

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	994523	389965	04/22/21	<u>1,606.87</u>
					Account Total	<u>1,606.87</u>
					Department Total	<u><u>1,606.87</u></u>

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11564	00001	994270	389741	03/22/21	11,248.87
					Account Total	11,248.87
	Janitorial Services					
	GAM ENTERPRISES INC	00001	994244	389563	04/16/21	3,997.00
					Account Total	3,997.00
					Department Total	15,245.87

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	994238	389563	04/16/21	3,000.00
					Account Total	3,000.00
	Gas & Electricity					
	AMERIGAS DENVER 1012	00001	994237	389563	04/16/21	1,548.73
	FERRELLGAS L P	00001	994249	389563	04/16/21	1,052.49
	UNITED POWER (UNION REA)	00001	994245	389563	04/16/21	34.29
					Account Total	2,635.51
	Janitorial Services					
	COMMERCIAL CLEANING SYSTEMS	00001	994240	389563	04/16/21	505.00
					Account Total	505.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=11582	00001	994275	389741	04/01/21	78.28
					Account Total	78.28
					Department Total	6,218.79

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=11597	00001	994282	389741	04/05/21	<u>446.20</u>
					Account Total	<u>446.20</u>
					Department Total	<u><u>446.20</u></u>

County of Adams
Vendor Payment Report

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11583	00050	994284	389741	03/29/21	86.25
	Energy Cap Bill ID=11593	00050	994285	389741	03/29/21	277.56
					Account Total	<u>363.81</u>
					Department Total	<u><u>363.81</u></u>

County of Adams
Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11595	00001	994271	389741	03/29/21	<u>4,488.17</u>
					Account Total	<u>4,488.17</u>
					Department Total	<u><u>4,488.17</u></u>

County of Adams
Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11596	00001	994266	389741	03/30/21	1,319.21
					Account Total	1,319.21
	Janitorial Services					
	COMMERCIAL CLEANING SYSTEMS	00001	994243	389563	04/16/21	950.00
					Account Total	950.00
					Department Total	2,269.21

County of Adams
Vendor Payment Report

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11585	00001	994272	389741	03/31/21	6,211.03
	Energy Cap Bill ID=11589	00001	994273	389741	03/31/21	7,057.87
	Energy Cap Bill ID=11590	00001	994274	389741	03/31/21	2,903.10
					Account Total	16,172.00
	Other Communications					
	T MOBILE	00001	994246	389563	04/16/21	30.56
					Account Total	30.56
					Department Total	16,202.56

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=11598	00001	994267	389741	04/05/21	<u>3,613.16</u>
					Account Total	<u>3,613.16</u>
					Department Total	<u><u>3,613.16</u></u>

County of Adams
Vendor Payment Report

<u>1111</u>	<u>FO - Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11584	00001	994276	389741	03/29/21	372.98
	Energy Cap Bill ID=11586	00001	994277	389741	03/29/21	695.18
	Energy Cap Bill ID=11587	00001	994278	389741	03/29/21	640.25
	Energy Cap Bill ID=11588	00001	994279	389741	03/29/21	44.96
	Energy Cap Bill ID=11591	00001	994280	389741	03/29/21	573.31
	Energy Cap Bill ID=11594	00001	994281	389741	03/29/21	899.46
	UNITED POWER (UNION REA)	00001	994239	389563	04/16/21	55.99
					Account Total	3,282.13
					Department Total	3,282.13

County of Adams
Vendor Payment Report

<u>1123</u>	<u>FO - Riverdale Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11580	00001	994283	389741	03/29/21	<u>5,835.76</u>
					Account Total	<u>5,835.76</u>
					Department Total	<u><u>5,835.76</u></u>

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Strasburg/Whittier</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Janitorial Services					
	COMMERCIAL CLEANING SYSTEMS	00001	994242	389563	04/16/21	925.00
	COMMERCIAL CLEANING SYSTEMS	00001	994241	389563	04/16/21	925.00
					Account Total	1,850.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=11581	00001	994269	389741	04/02/21	96.59
	SWIMS DISPOSAL	00001	994248	389563	04/16/21	95.00
	SWIMS DISPOSAL	00001	994236	389563	04/16/21	95.00
					Account Total	286.59
					Department Total	2,136.59

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=11592	00001	994268	389741	03/30/21	<u>7,675.56</u>
					Account Total	<u>7,675.56</u>
					Department Total	<u><u>7,675.56</u></u>

County of Adams
Vendor Payment Report

<u>3098</u>	<u>General Capital Improvements</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	RLH ENGINEERING INC	00004	994247	389563	04/16/21	<u>572.52</u>
					Account Total	<u>572.52</u>
					Department Total	<u><u>572.52</u></u>

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Cash Over/Short					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	994464	389886	04/21/21	.55-
					Account Total	.55-
	Diversio					
	Restitutio					
	Payable					
	AGFINITY INC	00001	994459	389886	04/21/21	50.00
	BC SURF & SPORT	00001	994460	389886	04/21/21	50.00
	LAW OFFICES OF MICHAEL IRA ASE	00001	994462	389886	04/21/21	245.00
	SPRINT CUSTOMER FINANCE SERVIC	00001	994461	389886	04/21/21	50.00
					Account Total	395.00
	Received not Vouchered Clrg					
	ALSCO AMERICAN INDUSTRIAL	00001	994488	389965	04/22/21	217.94
	B&R INDUSTRIES	00001	994587	389970	04/22/21	600.00
	B&R INDUSTRIES	00001	994588	389970	04/22/21	600.00
	B&R INDUSTRIES	00001	994589	389970	04/22/21	600.00
	B&R INDUSTRIES	00001	994590	389970	04/22/21	600.00
	B&R INDUSTRIES	00001	994591	389970	04/22/21	705.00
	BI INCORPORATED	00001	994489	389965	04/22/21	24,148.12
	BONGO LOVE	00001	994575	389965	04/22/21	9,770.00
	BRIGHTVIEW LANDSCAPE SERVICES	00001	994558	389965	04/22/21	1,738.00
	BUEHLER MOVING & STORAGE	00001	994540	389965	04/22/21	9,037.00
	CA SHORT COMPANY	00001	994548	389965	04/22/21	2,300.00
	CHP METRO NORTH LLC	00001	994586	389965	04/22/21	1,050.00
	CML SECURITY LLC	00001	994490	389965	04/22/21	2,400.00
	COLO DIST ATTORNEY COUNCIL	00001	994500	389965	04/22/21	3,782.90
	COMCAST BUSINESS	00001	994547	389965	04/22/21	2,100.00
	COMMERCIAL CLEANING SYSTEMS	00001	994520	389965	04/22/21	1,209.10
	COMMERCIAL CLEANING SYSTEMS	00001	994520	389965	04/22/21	10,368.30
	COMMERCIAL CLEANING SYSTEMS	00001	994521	389965	04/22/21	385.20
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	7,720.86
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	4,756.87
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	801.73
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	809.73
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	495.21
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	3,413.66
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	1,554.28

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	21,297.13
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	678.63
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	936.75
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	30,736.84
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	1,915.76
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	741.83
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	3,405.00
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	491.59
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	171.20
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	1,821.48
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	4,326.73
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	726.54
	COMMERCIAL CLEANING SYSTEMS	00001	994522	389965	04/22/21	3,790.00
	CORECIVIC INC	00001	994515	389965	04/22/21	2,630.00
	CORECIVIC INC	00001	994516	389965	04/22/21	6,366.07
	DENVER REGIONAL COUNCIL OF	00001	994561	389965	04/22/21	68,705.00
	FOUND MY KEYS	00001	994491	389965	04/22/21	1,183.40
	FOUND MY KEYS	00001	994492	389965	04/22/21	381.96
	HAMPDEN PRESS INC	00001	994487	389965	04/22/21	2,500.00
	HAWKINS COMMERCIAL APPLIANCE	00001	994493	389965	04/22/21	933.94
	INTERVENTION COMMUNITY CORRECT	00001	994560	389965	04/22/21	10,181.00
	JAY DEE INC	00001	994524	389965	04/22/21	45,574.59
	JAY DEE INC	00001	994524	389965	04/22/21	1,822.98
	JOSHUA B EPEL ESQ PLLC	00001	994557	389965	04/22/21	13,840.00
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	1,866.67
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	242.07
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	525.00
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	242.34
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	12,156.05
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	484.14
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	1,210.34
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	1,189.46
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	252.58
	MEI TOTAL ELEVATOR SOLUTIONS	00001	994510	389965	04/22/21	685.97
	MWI VETERINARY SUPPLY CO	00001	994541	389965	04/22/21	21.00
	MWI VETERINARY SUPPLY CO	00001	994542	389965	04/22/21	382.13

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	OLD VINE PINNACLE ASSOCIATES	00001	994499	389965	04/22/21	800.00
	SOUTHWESTERN PAINTING	00001	994525	389965	04/22/21	19,111.00
	SUMMIT FOOD SERVICE LLC	00001	994496	389965	04/22/21	13,553.50
	SUMMIT FOOD SERVICE LLC	00001	994496	389965	04/22/21	8,362.99
	SUMMIT FOOD SERVICE LLC	00001	994497	389965	04/22/21	21,907.71
	SUMMIT FOOD SERVICE LLC	00001	994498	389965	04/22/21	20,915.78
	T&G PECOS LLC	00001	994494	389965	04/22/21	1,800.00
	THE GROWHAUS	00001	994536	389965	04/22/21	3,068.94
	THE GROWHAUS	00001	994536	389965	04/22/21	16,125.06
	TYGRETTE DEBRA R	00001	994495	389965	04/22/21	285.00
	WRIGHTWAY INDUSTRIES INC	00001	994543	389965	04/22/21	52.32
	WRIGHTWAY INDUSTRIES INC	00001	994543	389965	04/22/21	391.58
					Account Total	<u>441,953.95</u>
					Department Total	<u><u>442,348.40</u></u>

County of Adams
Vendor Payment Report

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	384.68
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	2,133.03
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	18,009.43
					Account Total	20,527.14
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	230.00
					Account Total	230.00
					Department Total	20,757.14

County of Adams
Vendor Payment Report

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	1,774.14
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	14,596.97
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	160.66
					Account Total	16,531.77
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	558.56
					Account Total	558.56
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	944.00
					Account Total	944.00
	Other Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	405.00
					Account Total	405.00
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	647.50
					Account Total	647.50
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	68.51
	PROFESSIONAL RECREATION MGMT I	00005	994607	389981	04/22/21	80.52
					Account Total	149.03
					Department Total	19,235.86

County of Adams
Vendor Payment Report

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CESCO LINGUISTIC SERVICE INC	00031	994517	389965	04/22/21	110.75
	DFA DAIRY BRANDS CORPORATE LLC	00031	994531	389965	04/22/21	59.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	994532	389965	04/22/21	73.75
	DFA DAIRY BRANDS CORPORATE LLC	00031	994533	389965	04/22/21	103.25
	DFA DAIRY BRANDS CORPORATE LLC	00031	994534	389965	04/22/21	59.00
	SYSCO DENVER	00031	994509	389965	04/22/21	1,019.60
	SYSCO DENVER	00031	994509	389965	04/22/21	280.54
					Account Total	1,705.89
					Department Total	1,705.89

County of Adams
Vendor Payment Report

<u>935121</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	994259	389662	04/19/21	6,515.84
	WESTMINSTER PRESBYTERIAN CHURC	00031	994260	389662	04/19/21	2,267.73
	WESTMINSTER PUBLIC SCHOOLS	00031	994261	389662	04/19/21	2,812.00
					Account Total	11,595.57
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	994258	389662	04/19/21	160.89
					Account Total	160.89
					Department Total	11,756.46

County of Adams
Vendor Payment Report

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	994474	389891	04/21/21	428,951.57
					Account Total	428,951.57
					Department Total	428,951.57

County of Adams
Vendor Payment Report

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CA SHORT COMPANY	00019	994519	389965	04/22/21	13,812.50
	CAREHERE LLC	00019	994505	389965	04/22/21	10,787.00
	CAREHERE LLC	00019	994505	389965	04/22/21	9,378.00
	CAREHERE LLC	00019	994506	389965	04/22/21	2,448.00
	CAREHERE LLC	00019	994506	389965	04/22/21	10,890.50
	CAREHERE LLC	00019	994506	389965	04/22/21	6,903.00
	CAREHERE LLC	00019	994507	389965	04/22/21	9,378.00
	CAREHERE LLC	00019	994507	389965	04/22/21	10,787.00
	CAREHERE LLC	00019	994508	389965	04/22/21	10,890.50
	CAREHERE LLC	00019	994508	389965	04/22/21	9,351.00
					Account Total	94,625.50
	Retiree Med - UHC-MED					
	UNITED HEALTHCARE	00019	994391	389772	04/20/21	39,164.13
	UNITED HEALTHCARE	00019	994388	389772	04/20/21	39,523.76
					Account Total	78,687.89
					Department Total	173,313.39

County of Adams
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	General Liab - Other than Prop					
	AB LITIGATION SERVICES	00019	994380	389766	04/20/21	365.83
	JUDICIAL ARBITER GROUP INC	00019	993928	389070	04/09/21	4,000.00
	MILE HIGH COURT REPORTING & VI	00019	994382	389766	04/20/21	1,163.70
	US LEGAL SUPPORT INC	00019	994381	389766	04/20/21	1,327.30
					Account Total	<u>6,856.83</u>
					Department Total	<u><u>6,856.83</u></u>

County of Adams
Vendor Payment Report

<u>9253</u>	<u>Office of Cultural Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	JARAMILLO JERRY GEORGE	00001	994220	389473	04/15/21	<u>2,500.00</u>
					Account Total	<u>2,500.00</u>
					Department Total	<u><u>2,500.00</u></u>

County of Adams
Vendor Payment Report

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ambulance Licenses					
	JEFFERSON COUNTY TREASURER	00001	994235	389483	04/15/21	<u>7,085.00</u>
					Account Total	<u>7,085.00</u>
					Department Total	<u><u>7,085.00</u></u>

County of Adams
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grounds Maintenance					
	REPUBLIC SERVICES #535	00027	994353	389757	04/20/21	<u>3,018.07</u>
					Account Total	<u>3,018.07</u>
					Department Total	<u><u>3,018.07</u></u>

County of Adams
Vendor Payment Report

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	UNITED HEALTHCARE	00001	994389	389772	04/20/21	8,000.00
	UNITED HEALTHCARE	00001	994392	389772	04/20/21	8,000.00
					Account Total	<u>16,000.00</u>
					Department Total	<u><u>16,000.00</u></u>

County of Adams
Vendor Payment Report

<u>2061</u>	<u>PKS - Weed & Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	994355	389758	04/20/21	80.02
					Account Total	80.02
					Department Total	80.02

County of Adams
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	994356	389758	04/20/21	<u>200.05</u>
					Account Total	<u>200.05</u>
					Department Total	<u><u>200.05</u></u>

County of Adams
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	994305	389745	04/20/21	244.81
					Account Total	244.81
	Other Communications					
	VERIZON WIRELESS	00001	994357	389758	04/20/21	90.77
					Account Total	90.77
					Department Total	335.58

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	994306	389745	04/20/21	11.65
	XCEL ENERGY	00001	994307	389745	04/20/21	26.23
	XCEL ENERGY	00001	994308	389745	04/20/21	93.35
	XCEL ENERGY	00001	994302	389745	04/20/21	113.17
	XCEL ENERGY	00001	994303	389745	04/20/21	78.66
	XCEL ENERGY	00001	994304	389745	04/20/21	32.21
					Account Total	355.27
	Water/Sewer/Sanitation					
	BERKELEY WATER & SANITATION D	00001	994301	389745	04/20/21	72.97
	REPUBLIC SERVICES #535	00001	994353	389757	04/20/21	206.97
					Account Total	279.94
					Department Total	635.21

County of Adams
Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DUPRIEST JOHN FIELDEN	00001	994213	389472	04/15/21	65.00
	FOREST SEAN	00001	994212	389472	04/15/21	65.00
	GARNER, ROSIE	00001	994214	389472	04/15/21	65.00
	MADDUX THOMAS SCOTT	00001	994218	389472	04/15/21	65.00
	MARTINEZ JUSTIN PAUL	00001	994215	389472	04/15/21	65.00
	RICHARDSON SHARON	00001	994216	389472	04/15/21	65.00
	ROSE DAVID E	00001	994219	389472	04/15/21	65.00
	THOMPSON GREGORY PAUL	00001	994217	389472	04/15/21	65.00
					Account Total	520.00
					Department Total	520.00

County of Adams
Vendor Payment Report

<u>1039</u>	<u>Poverty Reduction</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COLORADO LEGAL SERVICES	00001	994387	389770	04/20/21	<u>50,000.00</u>
					Account Total	<u>50,000.00</u>
					Department Total	<u><u>50,000.00</u></u>

County of Adams
Vendor Payment Report

<u>3019</u>	<u>PW - Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	994315	389750	04/20/21	18,181.39
	AURORA CITY OF	00013	994316	389750	04/20/21	214,781.21
	BENNETT TOWN OF	00013	994317	389750	04/20/21	9,288.43
	BRIGHTON CITY OF	00013	994318	389750	04/20/21	136,542.14
	COMMERCE CITY CITY OF	00013	994319	389750	04/20/21	168,893.60
	FEDERAL HEIGHTS CITY OF	00013	994320	389750	04/20/21	26,306.95
	NORTHGLENN CITY OF	00013	994321	389750	04/20/21	78,611.19
	THORNTON CITY OF	00013	994322	389750	04/20/21	298,294.47
	WESTMINSTER CITY OF	00013	994323	389750	04/20/21	155,654.93
					Account Total	1,106,554.31
					Department Total	1,106,554.31

County of Adams
Vendor Payment Report

<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Road & Streets					
	GARCIA CASIANA GUILLERMO	00013	994060	389269	04/09/21	1,300.00
	MARTINEZ BAEZA ALMA	00013	994023	389269	04/13/21	1,210.00
					Account Total	<u>2,510.00</u>
					Department Total	<u><u>2,510.00</u></u>

County of Adams
Vendor Payment Report

<u>3031</u>	<u>PW - Operations & Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
Gas & Electricity						
	UNITED POWER (UNION REA)	00013	994405	389862	04/21/21	48.28
	UNITED POWER (UNION REA)	00013	994407	389862	04/21/21	16.50
	UNITED POWER (UNION REA)	00013	994408	389862	04/21/21	16.50
	UNITED POWER (UNION REA)	00013	994409	389862	04/21/21	105.75
	UNITED POWER (UNION REA)	00013	994410	389862	04/21/21	48.90
	UNITED POWER (UNION REA)	00013	994411	389862	04/21/21	43.30
	UNITED POWER (UNION REA)	00013	994412	389862	04/21/21	34.00
	UNITED POWER (UNION REA)	00013	994413	389862	04/21/21	139.10
	UNITED POWER (UNION REA)	00013	994414	389862	04/21/21	126.25
	UNITED POWER (UNION REA)	00013	994415	389862	04/21/21	20.31
	UNITED POWER (UNION REA)	00013	994416	389862	04/21/21	43.61
	UNITED POWER (UNION REA)	00013	994417	389862	04/21/21	47.51
	UNITED POWER (UNION REA)	00013	994418	389862	04/21/21	48.49
	UNITED POWER (UNION REA)	00013	994419	389862	04/21/21	25.54
	UNITED POWER (UNION REA)	00013	994420	389862	04/21/21	96.56
	UNITED POWER (UNION REA)	00013	994421	389862	04/21/21	33.00
	UNITED POWER (UNION REA)	00013	994422	389862	04/21/21	33.00
	UNITED POWER (UNION REA)	00013	994423	389862	04/21/21	36.00
	UNITED POWER (UNION REA)	00013	994424	389862	04/21/21	88.49
	UNITED POWER (UNION REA)	00013	994406	389862	04/21/21	16.50
	UNITED POWER (UNION REA)	00013	994404	389862	04/21/21	23.16
	XCEL ENERGY	00013	994425	389862	04/21/21	100.58
	XCEL ENERGY	00013	994426	389862	04/21/21	47.30
	XCEL ENERGY	00013	994427	389862	04/21/21	132.41
	XCEL ENERGY	00013	994428	389862	04/21/21	11.78
	XCEL ENERGY	00013	994429	389862	04/21/21	92.52
	XCEL ENERGY	00013	994430	389862	04/21/21	81.73
	XCEL ENERGY	00013	994431	389862	04/21/21	57.32
	XCEL ENERGY	00013	994432	389862	04/21/21	111.76
	XCEL ENERGY	00013	994433	389862	04/21/21	48,064.74
	XCEL ENERGY	00013	994434	389862	04/21/21	9,711.59
Account Total						59,502.48
Department Total						59,502.48

County of Adams
Vendor Payment Report

13	Road & Bridge Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	994579	389965	04/22/21	10,924.01
	ALBERT FREI & SONS INC	00013	994580	389965	04/22/21	11,605.54
	ALLIED RECYCLED AGGREGATES	00013	994581	389965	04/22/21	38,340.34
	ALLIED RECYCLED AGGREGATES	00013	994582	389965	04/22/21	6,917.74
	BFI TOWER ROAD LANDFILL	00013	994578	389965	04/22/21	4,574.23
	COMPASS MINERALS AMERICA INC	00013	994550	389965	04/22/21	2,164.40
	COMPASS MINERALS AMERICA INC	00013	994551	389965	04/22/21	2,119.57
	COMPASS MINERALS AMERICA INC	00013	994552	389965	04/22/21	2,173.71
	COMPASS MINERALS AMERICA INC	00013	994553	389965	04/22/21	1,990.17
	COMPASS MINERALS AMERICA INC	00013	994554	389965	04/22/21	2,174.55
	COMPASS MINERALS AMERICA INC	00013	994555	389965	04/22/21	6,346.88
	EP&A ENVIROTAC INC	00013	994571	389965	04/22/21	16,570.18
	EP&A ENVIROTAC INC	00013	994572	389965	04/22/21	33,140.36
	FELSBURG HOLT & ULLEVIG	00013	994603	389970	04/22/21	6,503.75
	GROUND ENGINEERING CONSULTANTS	00013	994501	389965	04/22/21	262.50
	JALISCO INTL INC	00013	994502	389965	04/22/21	50,330.00
	JALISCO INTL INC	00013	994502	389965	04/22/21	310,607.22
	JK TRANSPORTS INC	00013	994562	389965	04/22/21	3,680.00
	JK TRANSPORTS INC	00013	994563	389965	04/22/21	14,015.00
	JK TRANSPORTS INC	00013	994564	389965	04/22/21	2,870.00
	JK TRANSPORTS INC	00013	994565	389965	04/22/21	6,825.00
	JK TRANSPORTS INC	00013	994566	389965	04/22/21	9,180.00
	JK TRANSPORTS INC	00013	994567	389965	04/22/21	4,450.00
	JK TRANSPORTS INC	00013	994568	389965	04/22/21	14,310.00
	JK TRANSPORTS INC	00013	994569	389965	04/22/21	4,840.00
	MARTIN MARTIN CONSULTING ENGIN	00013	994526	389965	04/22/21	1,020.00
	MARTIN MARTIN CONSULTING ENGIN	00013	994573	389965	04/22/21	752.50
	POWER EQUIPMENT CO	00013	994574	389965	04/22/21	7,500.00
	WORK WEAR SAFETY SHOES	00013	994556	389965	04/22/21	150.00
					Account Total	576,337.65
	Retainages Payable					
	JALISCO INTL INC	00013	994502	389965	04/22/21	15,530.36-
	JALISCO INTL INC	00013	994502	389965	04/22/21	2,516.50-
					Account Total	18,046.86-

County of Adams
Vendor Payment Report

<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
					Department Total	<u><u>558,290.79</u></u>

County of Adams
Vendor Payment Report

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	NICOLETTI-FLATER ASSOCIATES	00001	994396	389776	04/20/21	495.00
					Account Total	495.00
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	994395	389776	04/20/21	661.00
	LADWIG MICHAEL V MD PC	00001	994398	389776	04/20/21	128.00
	LADWIG MICHAEL V MD PC	00001	994399	389776	04/20/21	3,448.00
	POINT SPORTS/ERGOMED	00001	994397	389776	04/20/21	180.00
					Account Total	4,417.00
					Department Total	4,912.00

County of Adams
Vendor Payment Report

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	BRICE STEELE LAW OFFICES	00001	994327	389751	04/20/21	66.00
	BUDGET CONTROL SERVICES, INC	00001	994329	389751	04/20/21	54.00
	BUDGET CONTROL SERVICES, INC	00001	994330	389751	04/20/21	19.00
	FOSTER GRAHAM MILSTEIN AND CAL	00001	994325	389751	04/20/21	66.00
	FRANCY LAW FIRM	00001	994336	389751	04/20/21	19.00
	FRANCY LAW FIRM	00001	994337	389751	04/20/21	19.00
	FRANCY LAW FIRM	00001	994338	389751	04/20/21	19.00
	FRANCY LAW FIRM	00001	994339	389751	04/20/21	19.00
	FRANCY LAW FIRM	00001	994340	389751	04/20/21	19.00
	FRANCY LAW FIRM	00001	994342	389751	04/20/21	19.00
	GALLEGOS GREG JOEL	00001	994347	389751	04/20/21	126.00
	HOLST AND BOETTCHER	00001	994332	389751	04/20/21	19.00
	JORGENSEN BROWNELL & PEPIN	00001	994326	389751	04/20/21	66.00
	LAW OFFICES OF NANCY W PHILLIP	00001	994345	389751	04/20/21	19.00
	MANNING JANET	00001	994328	389751	04/20/21	66.00
	MCCANTS RAYNARD	00001	994366	389751	04/20/21	19.00
	OFFICE OF THE ATTORNEY GENERAL	00001	994346	389751	04/20/21	19.00
	PIERONI ALLISON	00001	994365	389751	04/20/21	19.00
	PROVEST LLC	00001	994333	389751	04/20/21	19.00
	PROVEST LLC	00001	994334	389751	04/20/21	19.00
	PROVEST LLC	00001	994335	389751	04/20/21	19.00
	TOP HAT FILE AND SERVE	00001	994331	389751	04/20/21	19.00
	WONG ARACELI	00001	994348	389751	04/20/21	19.00
					Account Total	767.00
					Department Total	767.00

County of Adams
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	994395	389776	04/20/21	<u>283.00</u>
					Account Total	<u>283.00</u>
					Department Total	<u><u>283.00</u></u>

County of Adams
Vendor Payment Report

<u>3701</u>	<u>Stormwater Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	UTILITY NOTIFICATION CENTER OF	00007	993617	388462	04/02/21	2,039.40
					Account Total	2,039.40
					Department Total	2,039.40

County of Adams
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Cllrg					
	QUANTUM WATER & ENVIRONMENT	00007	994614	389970	04/22/21	7,570.00
	QUANTUM WATER & ENVIRONMENT	00007	994614	389970	04/22/21	5.00
	UTILO LLC	00007	994537	389965	04/22/21	3,724.00
	UTILO LLC	00007	994538	389965	04/22/21	3,618.00
					Account Total	14,917.00
					Department Total	14,917.00

County of Adams
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	QUANTUM WATER & ENVIRONMENT	00025	994605	389970	04/22/21	13,989.00
					Account Total	<u>13,989.00</u>
					Department Total	<u><u>13,989.00</u></u>

County of Adams
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<u>97500</u>	<u>WIOA YOUTH OLDER</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Incentives					
	DEHERRERA ANTONIO X	00035	994208	389466	04/15/21	<u>80.00</u>
					Account Total	<u>80.00</u>
					Department Total	<u><u>80.00</u></u>

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AZTEC SOFTWARE LLC	00035	994576	389965	04/22/21	6,591.00
	COMPUTER SYSTEMS DESIGN	00035	994528	389965	04/22/21	4,800.00
					Account Total	<u>11,391.00</u>
					Department Total	<u><u>11,391.00</u></u>

County of Adams
Vendor Payment Report

Grand Total 3,327,480.71



**Board of County Commissioners
Minutes of Commissioners' Proceedings**

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Lynn Baca - District #5

**Tuesday
April 27, 2021
9:30 AM**

1. ROLL CALL

Present: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this Agenda be approved. The motion carried by the following vote:

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

4. AWARDS AND PRESENTATIONS

- A.** Victims' Rights Week Dove Release Video Presentation
- B.** Proclamation of April 18-24, 2021 as National Crime Victims' Rights Week
- C.** Proclamation of April 2021 as Child Abuse Awareness and Prevention Month

5. PUBLIC COMMENT

- A. Citizen Communication**
- B. Elected Officials' Communication**

6. CONSENT CALENDAR

A motion was made by Commissioner Baca, seconded by Commissioner Pinter, that this Consent Calendar be approved. The motion carried by the following vote:

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

- A.** List of Expenditures Under the Dates of April 12-16, 2021
- B.** Minutes of the Commissioners' Proceedings from April 20, 2021
- C.** Resolution Approving the Second Amended and Restated Development Agreement for Welby Business Park between Adams County and Lyk Welby, LLC
(File approved by ELT)
- D.** Resolution for Final Acceptance of the Public Improvements Constructed at the Matado Pipeline Facility, 1631 Manilla Road, (Case Numbers: PRE2018-00082, RCU2018-00048, EGR2019-00011, INF2019-00011, INF2019-00021, SIA2019-00010, UTL2019-00055, UTL2019-00076)
(File approved by ELT)
- E.** Resolution Regarding Defense and Indemnification of Brandon Neel as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq.
(File approved by ELT)
- F.** Resolution Approving an Intergovernmental Agreement between Adams County and Adams 14 School District Regarding the Place of Children/Youth in Foster Care
(File approved by ELT)
- G.** Resolution Approving an Intergovernmental Agreement between Adams County and Adams 12 Five Star Schools Regarding the Placement of Children/Youth in Foster Care
(File approved by ELT)
- H.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0029380, R0050168, R0050128, R0115639 and R0077158
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Two to the Agreement between Adams County and Family Tree Inc., to Provide Stable Families Program Services (File approved by ELT)
A motion was made by Commissioner Tedesco, seconded by Commissioner Baca, that this New Business be approved. The motion carried by the following vote:
Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
2. Resolution Approving an Agreement between Adams County and Matrix Design Group Inc., for Professional Engineering Services for the Dahlia Street Project Phase II (File approved by ELT)
A motion was made by Commissioner Tedesco, seconded by Commissioner O'Dorisio, that this New Business be approved. The motion carried by the following vote:
Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
3. Resolution Approving Amendment One to the Agreement between Adams County and EST, Inc., for Professional Design Services for the York Street Phase III Project (File approved by ELT)
A motion was made by Commissioner Baca, seconded by Commissioner O'Dorisio, that this New Business be approved. The motion carried by the following vote:
Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
4. Resolution Approving an Amendment One to the Agreement between Adams County and the Curry Center for Homebased Services (File approved by ELT)
A motion was made by Commissioner O'Dorisio, seconded by Commissioner Baca, that this New Business be approved. The motion carried by the following vote:
Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2020-00011 StreetMedia 76th Avenue Billboard

(File approved by ELT)

A motion was made by Commissioner O'Doriso, seconded by Commissioner Tedesco, that this Land Use Hearing be denied. The motion carried by the following vote:

Aye: 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Doriso, and Commissioner Baca

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Approval of IGA between Adams County and Westminster Public Schools
FROM: Kari Daggett
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between Adams County & Westminster Public Schools

BACKGROUND:

(IGA) Intergovernmental Agreement between the Westminster Public Schools located at 6933 Raleigh Street, Westminster, Colorado 80030 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Board of County Commissioners and Adams County Human Services Department

ATTACHED DOCUMENTS:

(IGA) Intergovernmental Agreement between the Westminster Public Schools located at 6933 Raleigh Street, Westminster, Colorado 80030 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,239,790.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.764 5		6,078,100.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>6,078,100.00</u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND WESTMINSTER PUBLIC SCHOOLS REGARDING THE
PLACEMENT OF CHILDREN/YOUTH IN FOSTER CARE

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and,

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency; and,

WHEREAS, this Intergovernmental Agreement between Adams County and Westminister Public Schools (the "Parties") delineates the roles and responsibilities of the Parties regarding the welfare and education of children/youth in foster care and has already been executed by Westminister Public Schools,

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Adams County, State of Colorado, that the Intergovernmental Agreement between Adams County and Westminister Public Schools regarding the placement of children/youth in foster care,

a copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the Westminster Public Schools located at 6933 Raleigh Street, Westminster, Colorado 80030 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department** (“**Human Services**”) located at 11860 Pecos St., Westminster, CO 80234 and **Westminster Public Schools** (“**School District**”), **District Code 0070**, located at 6933 Raleigh Street Westminster, Colorado 80030.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning November 30, 2020 and expire on June 30, 2022.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁷ 20 U.S.C. § 6312(c)(5)(B).

⁸ *Id.*

⁹ 20 U.S.C. § 6312(c)(5)(A).

¹⁰ § 22-32-138, C.R.S.

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of Origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR 2509-1. ¹⁴ Both terms are used due to variations in state and federal law referring to the same population. Colorado law tends to use the term “out-of-home placement” while federal law uses “foster care.” ¹⁵ Joint Guidance at 11

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Coordinator
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.

- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title: Tige Asnicar, Director of Student Services

Email and Phone: tasnicar@westminsterpublicschools.org (720) 542-5097

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13,

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (hereafter referred to as FERPA), the Individuals with Disabilities Education Act (hereafter referred to as IDEA), and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination meeting in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's Individual Education Plan (hereafter referred to as IEP) needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver*. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a Court Appointed Special Advocate volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

2. **Public Transportation.** If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.

3. **Third-Party Private Provider.** Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.

4. **Human Services or School District Staff.** Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven-year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two school days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an "additional cost."
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an "additional cost."
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above.

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider's normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

Total cost of transportation x 0.8 = amount to be reimbursed by CDHS

Total cost x 0.2 x 0.5 = cost share amount for each entity

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

Cost to be split = total cost of transportation – School District's prior obligation

Cost to be split x 0.8 = Reimbursement by CDHS

Cost to be split x 0.2 x 0.5 = cost share amount for each entity

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis to CDHS for reimbursement.

If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit quarterly invoices that itemize any additional costs incurred during the preceding quarter. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 15th of the month following the end of a calendar quarter (i.e. July to Sept invoiced by October 15). The School District agrees that any invoices not submitted to the County within 30 days of the end of the quarter will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

Financial points of contact of each agency:

Adams County Human Services

Brent Voge, Accounting Supervisor, bvoge@adcogov.org, 720-523-2926

Keith Flores, Accountant, kflores@adcogov.org, 720-523-2929

Westminster School District:

Brisa Montgomery, Director of Finance, bmontgomery@mywps.org, 720-542-5028

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act, and "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

²⁵ See 34 C.F.R. 299.13(c)(1)(ii) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution).

FOR ADAMS COUNTY:

FOR THE SCHOOL DISTRICT:

Emma Pinter, Chair BOCC



James Duffy, Ed.D. Chief Operating Officer

Date

12.2.2020

Date: December 02, 2020

Approved as to form:

County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Approval of IGA between Adams County and Mapleton Public Schools/Adams County District #1
FROM: Kari Daggett
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between Adams County & Mapleton Public Schools/Adams County District #1

BACKGROUND:

(IGA) Intergovernmental Agreement between the Mapleton Public Schools/Adams County District #1 located at 7350 N. Broadway, Denver, Colorado 80221 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Board of County Commissioners and Adams County Human Services Department

ATTACHED DOCUMENTS:

(IGA) Intergovernmental Agreement between the Mapleton Public Schools/Adams County District #1 located at 7350 N. Broadway, Denver, Colorado 80221 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,239,790.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.764 5		6,078,100.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>6,078,100.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND MAPLETON PUBLIC SCHOOLS REGARDING THE
PLACEMENT OF CHILDREN/YOUTH IN FOSTER CARE

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and,

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency; and,

WHEREAS, this Intergovernmental Agreement between Adams County and Mapleton Public Schools (the "Parties") delineates the roles and responsibilities of the Parties regarding the welfare and education of children/youth in foster care and has already been executed by Mapleton Public Schools,

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Adams County, State of Colorado, that the Intergovernmental Agreement between Adams County and Mapleton Public Schools regarding the placement of children/youth in foster care, a

copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the **Mapleton Public Schools/Adams County District #1** located at 7350 N. Broadway, Denver, Colorado 80221 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department (“Human Services”)** located at 11860 Pecos St., Westminster, CO 80234 and **Mapleton Public Schools/Adams County District #1 (“School District”), District Code 0010**, located at 7350 N. Broadway, Denver, Colorado 80221.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning November 30, 2020 and expire on June 30, 2022.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁷20 U.S.C. § 6312(c)(5)(B).

⁸*Id.*

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of Origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Coordinator

TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.

- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title: Kathleen Keelan, District Administrator
Email and Phone: keelank@mapleton.us (303) 853-1048

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13,

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (hereafter referred to as FERPA), the Individuals with Disabilities Education Act (hereafter referred to as IDEA), and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination meeting in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's Individual Education Plan (hereafter referred to as IEP) needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver*. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a Court Appointed Special Advocate volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.
4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven-year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver’s license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two school days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above.

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. *Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

Total cost of transportation x 0.8 = amount to be reimbursed by CDHS

Total cost x 0.2 x 0.5 = cost share amount for each entity

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

Cost to be split = total cost of transportation – School District's prior obligation

Cost to be split x 0.8 = Reimbursement by CDHS

Cost to be split x 0.2 x 0.5 = cost share amount for each entity

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis to CDHS for reimbursement.

If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit quarterly invoices that itemize any additional costs

incurred during the preceding quarter. Invoices must include the child’s name, Trails Case ID number, dates of service and itemize the “ordinary” as well as “additional” costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 15th of the month following the end of a calendar quarter (i.e. July to Sept invoiced by October 15). The School District agrees that any invoices not submitted to the County within 30 days of the end of the quarter will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado’s transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

Financial points of contact of each agency

Adams County Human Services

Brent Voge, Accounting Supervisor, bvoge@adcogov.org, 720-523-2926

Keith Flores, Accountant, kflores@adcogov.org, 720-523-2929

Mapleton Public Schools/Adams County School District #1:

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student’s best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents’ treatment plans, details of students’ mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, “Title IV-E” refers to Title IV-E of the Social Security Act, and “Title I” refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care’s educational needs without unnecessarily creating and maintaining “educational records” subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth’s safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:
As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District’s Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

²⁵ See 34 C.F.R. 299.13(c)(1)(ii) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution).

FOR ADAMS COUNTY:

FOR THE SCHOOL DISTRICT:

Emma Pinter, Chair BOCC

Charlotte Ciancio

Charlotte Ciancio, Superintendent Mapleton Schools

Date

12.3.2020

Date: November 30, 2020

Approved as to form:

County Attorney’s Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
Subject: Funding agreement Regarding Major Drainageway Planning and Flood Hazard Area Delineation for Second Creek Tributaries
FROM: Brian Staley, PE, PTOE, Director Public Works René Valdez, Capital Improvements Program Manager, Public Works Russell T. Nelson, PE, Senior Stormwater Engineer, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: The Board of County Commissioners approve the Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Second Creek Tributaries, Agreement No. 21-03.14

BACKGROUND:

Staff recommends the Board approve the attached agreement between Adams County, Urban Drainage and Flood Control District, dba Mile High Flood District (District), City and County of Denver, and Commerce City. The agreement is to update the Master Drainageway Planning and Flood Hazard Area Delineation for Second Creek Tributaries.

As agreed to last year the District requested a budget of \$310,000 to fund this Project. The District contributed \$210,000 of the funds; City and County of Denver provided \$45,000; the City of Commerce City provided \$40,000; and Adams County requested a deferment to provide its contribution of \$15,000 to this year (2021). The equitable contributions requested are based on basin areas within each jurisdiction.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Urban Drainage and Flood Control District, dba Mile High Flood District, City and County of Denver, Commerce City and Adams County, Adams County Attorney, and Adams County Public Works.

ATTACHED DOCUMENTS:

- 1. Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Second Creek Tributaries, Agreement No. 21-03.14
- 2. Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 07
Cost Center: 3703

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$100,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$100,000</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Budget has been requested in 2021 to cover this commitment.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT REGARDING FUNDING OF MAJOR
DRAINAGEWAY PLANNING AND FLOOD HAZARD AREA DELINEATION FOR
SECOND CREEK TRIBUTARIES

Resolution No.

WHEREAS, the Urban Drainage and Flood Control District, d/b/a Mile High Flood District (hereinafter called "District"), the City and County of Denver (hereinafter called "Denver"), the City of Commerce City (hereinafter "Commerce City"), and Adams County (hereinafter called "County") (hereinafter Denver, Commerce City, and the County shall be collectively known as "Project Sponsors" and District and Project Sponsors shall be collectively known as the "Parties") wish to collaborate to fund a major drainageway planning and flood hazard area delineation project for the Second Creek Tributaries; and,

WHEREAS, District in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies that have heretofore enacted floodplain zoning measures; and,

WHEREAS, District has previously established a Work Program for 2021 (Resolution No. 66, Series of 2020) which includes master planning; and,

WHEREAS, the Parties now desire to proceed with development of a master drainageway plan (MDP) and a flood hazard area delineation (FHAD) report for Second Creek Tributaries (hereinafter called the "Project"); and,

WHEREAS, District's Board of Directors has authorized the District's financial participation for the Project (Resolution No. 44, Series of 2020); and,

WHEREAS, the Parties desire to acquire mapping needed to develop the MDP and FHAD for the Project; and,

WHEREAS, the Parties desire to engage a qualified consultant to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for the Project; and,

WHEREAS, the Parties agree to provide their support and equitable share of the proposed changes to the Project; and,

WHEREAS, the MDP and FHAD require a financial commitment from the Parties, of which District has already entered into an Agreement with Denver and Commerce City; and,

WHEREAS, the terms and conditions of the County's financial commitments are presented in the Agreement Regarding Funding of Major Drainageway Planning and Flood Hazard Area

Delineation for Second Creek Tributaries, Agreement No. 21-03.14, between District and County;
and,

WHEREAS, District's maximum contribution to the Project has been determined to be \$210,000;
and,

WHEREAS, Denver's maximum contribution to the Project has been determined to be \$45,000;
and,

WHEREAS, Commerce City's maximum contribution to the Project has been determined to be
\$40,000; and,

WHEREAS, County's maximum contribution to the Project has been determined to be \$15,000;
and,

WHEREAS, by means of the attached Agreement, the Project Sponsors desire to proceed with the
Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of
Adams, State of Colorado, that the Agreement Regarding Funding of Major Drainageway Planning
and Flood Hazard Area Delineation for Second Creek Tributaries, Agreement No. 21-03.14, a
copy of which is attached hereto and incorporated herein by this reference, be and hereby is
approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is
authorized to execute said Agreement Regarding Funding of Major Drainageway Planning and
Flood Hazard Area Delineation for Second Creek Tributaries, Agreement No. 21-03.14 on behalf
of Adams County.

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING FOR
AND FLOOD HAZARD AREA DELINEATION FOR
SECOND CREEK TRIBUTARIES

Agreement No. 21-03.14
Project No. 108082
Agreement Amount \$15,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and ADAMS COUNTY (hereinafter called "COUNTY"); (hereinafter COUNTY shall be known as "PROJECT SPONSOR" and DISTRICT and PROJECT SPONSOR shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2021 (Resolution No. 66, Series of 2020) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan and a flood hazard area delineation (FHAD) report for Second Creek Tributaries (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 44, Series of 2020); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated March 18, 2020, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan and FHAD, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made. Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report. The FHAD report preparation and submittal will be concurrent with the second phase of the master plan. During the third phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing an hydraulic analysis discussion schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, FHAD and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$15,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan <u>Percentage Share</u>	Maximum <u>Contribution</u>
DISTRICT	00.00%	\$ -0-
<u>COUNTY</u>	<u>100.00%</u>	<u>\$15,000</u>
TOTAL	100.00%	\$15,000

*DISTRICT has already contributed funds through a separate IGA with COUNTY, Commerce City, and the City and County of Denver.

Each PARTY’S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY’S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (COUNTY - \$15,000; DISTRICT - \$-0-) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

DISTRICT shall provide elevation point cloud in LAS data format and elevation contour mapping of AREA with a contour interval of one-foot. Upon execution of this Agreement DISTRICT shall engage a land surveyor judged by DISTRICT to be responsible and qualified to perform the work

9. MASTER PLANNING AND DFHAD

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSOR, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR upon request.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon the execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be the Engineering Manager, 4430 South Adams County Parkway, Suite 2000B, Brighton, Colorado 80601.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all draft reports and to provide comments within 21 calendar days after the draft

reports have been provided by DISTRICT to PROJECT SPONSOR. PROJECT SPONSOR also agrees to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSOR and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS

- A. PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:
1. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 2. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 3. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 4. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with an illegal alien to perform work under this Agreement.

5. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
6. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
7. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
8. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S9. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By _____

Name Ken A. MacKenzie

Title Executive Director

Date _____

Checked By

PROJECT SPONSOR

By _____

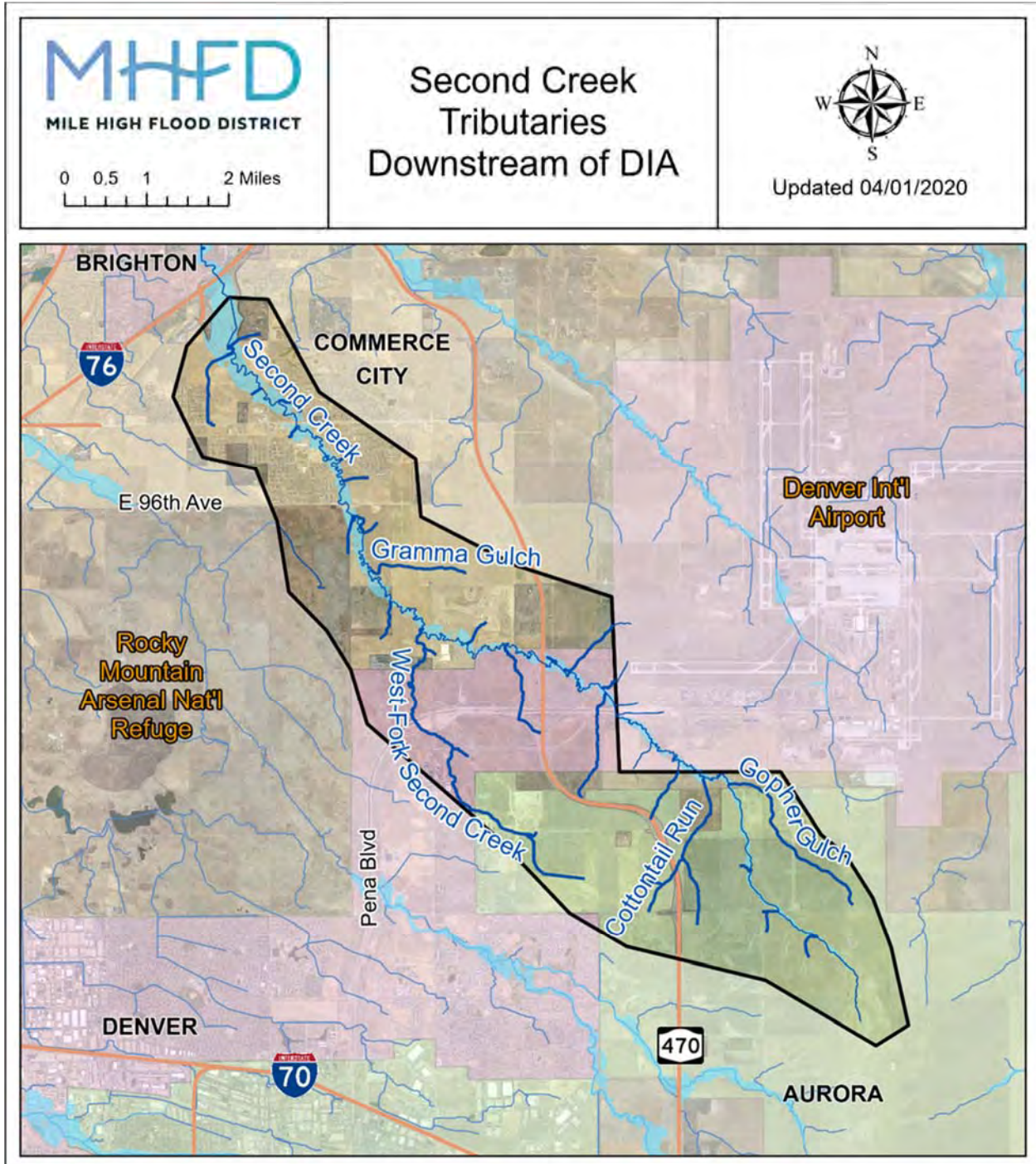
Name _____

Title _____

Date _____

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING FOR
AND FLOOD HAZARD AREA DELINEATION FOR
SECOND CREEK TRIBUTARIES

Agreement No. 21-03.14
Project No. 108082
Agreement Amount \$15,000





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Approval of IGA between Adams County and Strasburg 31J School District
FROM: Kari Daggett
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between Adams County & Strasburg 31J School District

BACKGROUND:

(IGA) Intergovernmental Agreement between the Strasburg 31J School District located at 567229 E. Colorado Avenue, Strasburg, Colorado 80136 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Board of County Commissioners and Adams County Human Services Department

ATTACHED DOCUMENTS:

(IGA) Intergovernmental Agreement between the Strasburg 31J School District located at 567229 E. Colorado Avenue, Strasburg, Colorado 80136 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,239,790.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.764 5		6,078,100.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>6,078,100.00</u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND STRASBURG 31J SCHOOL DISTRICT REGARDING THE
PLACEMENT OF CHILDREN/YOUTH IN FOSTER CARE

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and,

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency; and,

WHEREAS, this Intergovernmental Agreement between Adams County and Strasburg 31J School District (the "Parties") delineates the roles and responsibilities of the Parties regarding the welfare and education of children/youth in foster care and has already been executed by Strasburg 31J School District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Adams County, State of Colorado, that the Intergovernmental Agreement between Adams County and Strasburg 31J School District regarding the placement of children/youth in foster

care, a copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the Strasburg 31J School District located at 56729 E. Colorado Avenue, Strasburg, Colorado 80136 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(e)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(e)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department (“Human Services”)** located at 11860 Pecos St., Westminster, CO 80234 and **Strasburg 31J Public School District (“School District”), District Code 0060**, located at 56729 E. Colorado Avenue, Strasburg, Colorado 80136.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning November 30, 2020 and expire on June 30, 2022.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of Origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cbed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Coordinator
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title: Monica Johnson, Superintendent

Email and Phone: mjohnson@strasburg31j.com (303) 622-29211 ext. 898

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13,

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (hereafter referred to as FERPA), the Individuals with Disabilities Education Act (hereafter referred to as IDEA), and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination meeting in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's Individual Education Plan (hereafter referred to as IEP) needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver*. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a Court Appointed Special Advocate volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - o Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - o If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

²³ Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116 (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - o The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - o Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.

3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - o Human Services point of contact will select and arrange short-term transportation with the provider.
 - o Human Services and School District agree to cost share the additional costs as described in Section VIII.

4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven-year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two school days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above.

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. *Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney’s fees, incurred or occasioned as a result of the acts or omissions of the School

District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

Total cost of transportation x 0.8 = amount to be reimbursed by CDHS

Total cost x 0.2 x 0.5 = cost share amount for each entity

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

Cost to be split = total cost of transportation – School District's prior obligation

Cost to be split x 0.8 = Reimbursement by CDHS

Cost to be split x 0.2 x 0.5 = cost share amount for each entity

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis to CDHS for reimbursement.

If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit quarterly invoices that itemize any additional costs incurred during the preceding quarter. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 15th of the month following the end of a calendar quarter (i.e. July to Sept invoiced by October 15). The School District agrees that any invoices not submitted to the County within 30 days of the end of the quarter will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

Financial points of contact of each agency:

Adams County Human Services

Brent Voge, Accounting Supervisor, bvoge@adcogov.org, 720-523-2926

Keith Flores, Accountant, kflores@adcogov.org, 720-523-2929

Strasburg School District 31J:

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. Human Services and School District agree that

the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act, and "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

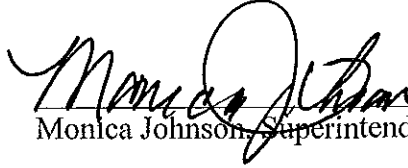
List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

FOR ADAMS COUNTY:

FOR THE SCHOOL DISTRICT:

Emma Pinter, Chair BOCC



Monica Johnson, Superintendent, Strasburg School District

Date

Date: November 30, 2020

Approved as to form:

County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Approval of IGA between Adams County and Adams 14 School District
FROM: Kari Daggett
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between Adams County & Adams 14 School District

BACKGROUND:

(IGA) Intergovernmental Agreement between the Adams 14 School District located at 5291 E. 60th Avenue, Commerce City, Colorado 80022 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Board of County Commissioners and Adams County Human Services Department

ATTACHED DOCUMENTS:

(IGA) Intergovernmental Agreement between the Adams 14 School District located at 5291 E. 60th Avenue, Commerce City, Colorado 80022 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,239,790.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.764 5		6,078,100.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>6,078,100.00</u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND ADAMS 14 SCHOOL DISTRICT REGARDING THE
PLACEMENT OF CHILDREN/YOUTH IN FOSTER CARE

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and,

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency; and,

WHEREAS, this Intergovernmental Agreement between Adams County and Adams 14 School District (the "Parties") delineates the roles and responsibilities of the Parties regarding the welfare and education of children/youth in foster care and has already been executed by Adams 14 School District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Adams County, State of Colorado, that the Intergovernmental Agreement between Adams County and Adams 14 School District regarding the placement of children/youth in foster care, a

copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the **Adams 14 School District** located at 5291 E. 60th Avenue, Commerce City, Colorado 80022 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department (“Human Services”)** located at 11860 Pecos St., Westminster, CO 80234 and **Adams 14 Public School District (“School District”), District Code 0030**, located at 5291 E. 60th Avenue, Commerce City, Colorado 80022.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning November 30, 2020 and expire on June 30, 2022.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁹ 20 U.S.C. § 6312(e)(5)(B).

¹⁰ *Id.*

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of Origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Coordinator
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student’s new school.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.

- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title: Melba Velazquez, Truancy Intervention Specialist
Email and Phone: mvelazquez@adams14.org (303) 853-3308

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13.

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with the Family Educational Rights and Privacy Act (hereafter referred to as FERPA), the Individuals with Disabilities Education Act (hereafter referred to as IDEA), and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination meeting in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's Individual Education Plan (hereafter referred to as IEP) needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver*. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a Court Appointed Special Advocate volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.
4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven-year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver’s license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two school days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above.

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. Rates. When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. *Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

Total cost of transportation x 0.8 = amount to be reimbursed by CDHS

Total cost x 0.2 x 0.5 = cost share amount for each entity

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

Cost to be split = total cost of transportation – School District's prior obligation

Cost to be split x 0.8 = Reimbursement by CDHS

Cost to be split x 0.2 x 0.5 = cost share amount for each entity

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis to CDHS for reimbursement.

If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit quarterly invoices that itemize any additional costs

incurred during the preceding quarter. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 15th of the month following the end of a calendar quarter (i.e. July to Sept invoiced by October 15). The School District agrees that any invoices not submitted to the County within 30 days of the end of the quarter will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

Financial points of contact of each agency:

Adams County Human Services

Brent Voge, Accounting Supervisor, bvoge@adcogov.org, 720-523-2926

Keith Flores, Accountant, kflores@adcogov.org, 720-523-2929

Adams 14 School District:

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student’s best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents’ treatment plans, details of students’ mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴Throughout this document, “Title IV-E” refers to Title IV-E of the Social Security Act, and “Title I” refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care’s educational needs without unnecessarily creating and maintaining “educational records” subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth’s safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:
As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District’s Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

²⁵ See 34 C.F.R. 299.13(c)(1)(ii) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution).

FOR ADAMS COUNTY:

FOR THE SCHOOL DISTRICT:

Emma Pinter, Chair BOCC



Don Rangel, Superintendent Adams 14 Schools

Date

January 11, 2021

Date: November 30, 2020

Approved as to form:

County Attorney’s Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Approval of IGA between Adams County and 27J School District
FROM: Kari Daggett
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between Adams County & 27J School District

BACKGROUND:

(IGA) Intergovernmental Agreement between the 27J School District located at 18551 E. 160th Avenue, Brighton, Colorado 80601 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Board of County Commissioners and Adams County Human Services Department

ATTACHED DOCUMENTS:

Resolution

(IGA) Intergovernmental Agreement between the 27J School District located at 18551 E. 160th Avenue, Brighton, Colorado 80601 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,239,790.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.764 5		6,078,100.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>6,078,100.00</u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND 27J SCHOOL DISTRICT REGARDING THE PLACEMENT OF
CHILDREN/YOUTH IN FOSTER CARE

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and,

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency; and,

WHEREAS, this Intergovernmental Agreement between Adams County and 27J School District (the "Parties") delineates the roles and responsibilities of the Parties regarding the welfare and education of children/youth in foster care and has already been executed by 27J School District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Adams County, State of Colorado, that the Intergovernmental Agreement between Adams County and 27J School District regarding the placement of children/youth in foster care, a copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the **27J School District** located at 18551 E. 160th Avenue, Brighton, Colorado 80601 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cebs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cebs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20

U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department** ("**Human Services**") located at 11860 Pecos St., Westminster, CO 80234 and **27J Public School District** ("**School District**"), **District Code 0040**, located at 18551 E. 160th Avenue, Colorado 80601.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning November 30, 2020 and expire on June 30, 2022.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁷20 U.S.C. § 6312(c)(5)(B).

⁸ *Id.*
⁹ 20 U.S.C. § 6312(c)(5)(A).
¹⁰ § 22-32-138, C.R.S.

I. DEFINITIONS

“**Additional costs**” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“**Best interest determination**” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“**Caregiver**” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“**Child in foster care**” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“**Foster Care**” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“**Immediate Enrollment**” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“**Local Educational Agency**” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“**Out-of-home placement**” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“**School of Origin**” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“**Student**” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.aef.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (including preschoolers

in scope of ESSA foster care provisions).¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR 2509-1.¹⁴ Both terms are used due to variations in state and federal law referring to the same population. Colorado law tends to use the term "out-of-home placement" while federal law uses "foster care."¹⁵ Joint Guidance at 11

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Coordinator
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.

- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title: Megan Rhoades, Child Welfare Education Liaison

Email and Phone: MRhoades@sd27J (303) 655-2860

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13.

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (hereafter referred to as FERPA), the Individuals with Disabilities Education Act (hereafter referred to as IDEA), and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination meeting in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's Individual Education Plan (hereafter referred to as IEP) needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to

the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;
- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.

²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver*. The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a Court Appointed Special Advocate volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.

- If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

²¹ Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116 (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.
 - Human Services point of contact will select and arrange short-term transportation with the provider.
 - Human Services and School District agree to cost share the additional costs as described in Section VIII.
4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven-year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two school days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”
3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above.

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. *Rates.* When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. *Indemnification.* To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services' expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

Total cost of transportation x 0.8 = amount to be reimbursed by CDHS

Total cost x 0.2 x 0.5 = cost share amount for each entity

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

Cost to be split = total cost of transportation – School District's prior obligation

Cost to be split x 0.8 = Reimbursement by CDHS

Cost to be split x 0.2 x 0.5 = cost share amount for each entity

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis to CDHS for reimbursement.

If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit quarterly invoices that itemize any additional costs incurred during the preceding quarter. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 15th of the month following the end of a calendar quarter (i.e. July to Sept invoiced by October 15). The School District agrees that any invoices not submitted to the County within 30 days of the end of the quarter will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

Financial points of contact of each agency:

Adams County Human Services

Brent Voge, Accounting Supervisor, bvoge@adcogov.org, 720-523-2926

Keith Flores, Accountant, kflores@adcogov.org, 720-523-2929

Brighton 27J School District:

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student’s best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents’ treatment plans, details of students’ mental health needs, sensitive family information, etc. Human Services and School District agree that the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

²⁴ Throughout this document, “Title IV-E” refers to Title IV-E of the Social Security Act, and “Title I” refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care’s educational needs without unnecessarily creating and maintaining “educational records” subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:
As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

²⁵ See 34 C.F.R. 299.13(c)(1)(ii) (2016) (requiring clear written procedures for how transportation will be provided and funded pending dispute resolution).

FOR ADAMS COUNTY:

FOR THE SCHOOL DISTRICT:

Emma Pinter, Chair BOCC



Chris Fielder, Superintendent, Brighton 27J

Date

11/30/2020

Date: November 30, 2020

Approved as to form:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Approval of IGA between Adams County and Bennett School District 29J
FROM: Kari Daggett
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves IGA between Adams County & Bennett School District 29J

BACKGROUND:

(IGA) Intergovernmental Agreement between the Bennett School District 29J located at 615 7th Street, Bennett, Colorado 80102 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

The Board of County Commissioners and Adams County Human Services Department

ATTACHED DOCUMENTS:

Resolution

(IGA) Intergovernmental Agreement between the Bennett School District 29J located at 615 7th Street, Bennett, Colorado 80102 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 99915, Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,239,790.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,239,790.00</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various.764 5		6,078,100.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>6,078,100.00</u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND BENNETT SCHOOL DISTRICT 29J REGARDING THE
PLACEMENT OF CHILDREN/YOUTH IN FOSTER CARE

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade; and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 (Fostering Connections Act) and the Every Student Succeeds Act (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records; and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care; and,

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact, and in Colorado, educational agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency; and,

WHEREAS, this Intergovernmental Agreement between Adams County and Bennett School District 29J (the "Parties") delineates the roles and responsibilities of the Parties regarding the welfare and education of children/youth in foster care and has already been executed by Bennett School District 29J.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Adams County, State of Colorado, that the Intergovernmental Agreement between Adams County and Bennett School District 29J regarding the placement of children/youth in foster care,

a copy of which is attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Intergovernmental Agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT (IGA)

(IGA) Intergovernmental Agreement between the Bennett School District 29J located at 615 7th Street, Bennett, Colorado 80102 and the Adams County Human Services Department, located at 11860 Pecos St., Westminster, Colorado, 80234, on behalf of children/youth placed out of their home by the Adams County Human Services Department in foster care, regardless of the location of the placement.

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S. and Article XIV, Section 18 of the Colorado Constitution; and,

WHEREAS, ensuring school stability and academic success for children and youth in foster care is an important joint responsibility of child welfare and education agencies; and,

WHEREAS, Colorado's students in foster care experience much higher rates of school mobility and much lower rates of academic achievement than their peers, and less than one out of three Colorado students in foster care graduates high school within four years of entering ninth grade;¹ and,

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008,² (Fostering Connections Act) and the Every Student Succeeds Act³ (ESSA) require child welfare agencies and education agencies to collaborate to ensure school stability and school attendance for all children and youth in foster care; and,

WHEREAS, the Fostering Connections Act and ESSA require that when a child or youth in foster care changes foster care placements, he or she remains in the school of origin with necessary transportation provided, or, if this is not in his or her best interest, that the child or youth is immediately and appropriately enrolled in a new school even without normally required records;⁴ and,

WHEREAS, the Fostering Connections Act allows child welfare agencies to use Title IV-E funds for reasonable travel to the school of origin for eligible children and youth;⁵ and,

WHEREAS, ESSA allows educational agencies to use Title I funds to pay for additional costs needed to transport children and youth in foster care to their school of origin;⁶ and,

WHEREAS, ESSA requires each local educational agency (LEA) to collaborate with the local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children and youth in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care;⁷ and,

WHEREAS, such transportation must be provided promptly and in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act (codified at 42 U.S.C. § 675(4) (A));⁸ and,

¹ Clemens, E. V. (2014). Graduation and Dropout Rates for Colorado Students in Foster Care: 5-Year Trend Analysis (2007-08 to 2011-12). Greeley, CO: University of Northern Colorado. Visit <http://www.unco.edu/cpbs/foster-care-research/reports.aspx> for all available reports and <http://www.unco.edu/cpbs/foster-care-research/needs-assessment-data/> for interactive data visualizations by topic.

² Fostering Connections to Success and Increasing Adoptions Act of 2008 (hereinafter "Fostering Connections Act"), Pub. L. 110-351, 122 Stat. 3949 (codified as amended in scattered sections of 42 U.S.C.). Sections of Fostering Connections relevant to this Agreement include, but are not necessarily limited to, 42 U.S.C. § 675(1)(G) and (4)(A).

³ Every Student Succeeds Act, Pub. L. 114-95, 129 Stat. 1802 (codified throughout 20 U.S.C.). Sections of ESSA relevant to this Agreement include, but are not necessarily limited to, 20 U.S.C. § 6311(g) and 20 U.S.C. § 6312(c)(5).

⁴ 42 U.S.C. § 675(1)(G) and 20 U.S.C. § 6311(g)(1)(E) and § 6312(c)(5)(B).

⁵ 42 U.S.C. § 675(4)(A). Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act.

⁶ 20 U.S.C. § 6302(a) (Appropriating funds to local educational agencies for use in carrying out activities described in ESSA Title I, Part A (20 U.S.C. § 6312)). Throughout this document, "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act.

WHEREAS, ESSA requires each local educational agency to designate a point of contact if the corresponding child welfare agency notifies it in writing that it has designated a point of contact,⁹ and in Colorado, educational

agency points of contact, known as Child Welfare Education Liaisons (CWEL), are required in each local educational agency.¹⁰

THEREFORE, the undersigned Parties do hereby agree to the following:

I. PARTIES

This Agreement is made between the following agencies: **Adams County Human Services Department (“Human Services”)** located at 11860 Pecos St., Westminster, CO 80234 and **Bennett Public School District 29J (“School District”), District Code 0050**, located at 615 7th Street, Bennett, Colorado 80102.

II. TERMS AND EFFECTIVE DATE

The Agreement shall go into effect beginning November 30, 2020 and expire on June 30, 2022.

A. Form of Notice

Timely notice and communication between Parties is required upon several occasions outlined in this Agreement. Parties agree that prompt, efficient communication is necessary to achieve the purposes of this Agreement and therefore agree that, unless otherwise specified, electronic signatures are sufficient, and notices do not need to be sent in hard copy.

To facilitate effective communication, unless otherwise specified, notices must:

1. Be in writing (notice by phone call must be followed up with email); and
2. Be delivered via email, in accordance with section IX.C regarding secure transfer of personally identifiable information;

⁷ 20 U.S.C. § 6312(c)(5)(B).

⁸ *Id.*

⁹ 20 U.S.C. § 6312(c)(5)(A).

¹⁰ § 22-32-138, C.R.S.

I. DEFINITIONS

“Additional costs” are costs of transportation that exceed what the local educational agency would otherwise pay to transport the student to school if the student were not in foster care.¹¹

“Best interest determination” refers to the outcome of a process facilitated by the County Department of Human Services, in accordance with 12 CCR 2509-4, 7.301.241, to determine whether it is in a child or youth’s best interest to remain in the school of origin or, alternatively, transfer to a new school.

“Caregiver” for purposes of this agreement, refers to any approved, non-professional adult who accepts the responsibility of transporting the student to school, including but not limited to a foster parent, kinship caregiver, custodial or non-custodial parent, non-custodial kin, older sibling, etc. The term is used broadly to describe persons who may be reimbursed for their mileage or public transit fares pursuant to this Agreement.

“Child in foster care” includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility, including those attending a public preschool.¹²

“Foster Care” has the same meaning as defined by 45 CFR § 1355.20, which is “24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.”

“Immediate Enrollment” means attending and meaningfully participating in school by the date designated in the student’s best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4).

“Local Educational Agency” (LEA) means the local public school district, charter institute, Colorado school for the deaf and the blind, and/or board of cooperative education services (BOCES). Individual schools are part of their respective LEAs.¹³

“Out-of-home placement” for purposes of this Agreement is interchangeable with “foster care.” See definition of “foster care.”¹⁴

“School of Origin” means the current school in which the student was enrolled at the time of placement into foster care. If the student’s foster care placement changes, the school of origin is the school in which the student is enrolled at the time of the placement change,¹⁵ OR where the parents’ home address is if the youth hadn’t been attending school.

“Student” for purposes of this Agreement includes all school-aged children and youth in foster care, regardless of Title IV-E eligibility or out-of-home placement type (see definition of “foster care” above), including those attending a public preschool. A school-aged child or youth is considered a “student” for purposes of this Agreement even if they have not been enrolled in or attending school.

¹¹ U.S. Departments of Education and Health and Human Services, *Non-Regulatory Guidance: Ensuring Educational Stability for Children in Foster Care* at 17-18 (June 23, 2016) available at http://www.acf.hhs.gov/sites/default/files/cb/ed_hhs_foster_care_guidance.pdf (hereinafter, “Joint Guidance”). ¹² Joint Guidance at 8 (Including preschoolers in scope of ESSA foster care provisions). ¹³ Local Educational Agency is defined in various areas of state and federal law. This Agreement utilizes the definition from 12 CCR 2509-1. ¹⁴ Both terms are used due to variations in state and federal law referring to the same population. Colorado law tends to use the term “out-of-home placement” while federal law uses “foster care.” ¹⁵ Joint Guidance at 11

IV. POINTS OF CONTACT AND DUTIES

A. Human Services Point of Contact

The primary point of contact for purposes of implementing this Agreement is:

Tracy Neely, Education Coordinator
TNeely@adcogov.org 720-523-4319

Human Services will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding School District point of contact to implement this Agreement
- Participating in the development and implementation of a local best interest determination process that meets the requirements of 12 CCR 2509-4, 7.301.241, including ensuring all required participants are invited and all required documentation is completed.
- Notifying the School District point of contact within 2 school days when a student who attends school in the School District has been placed in foster care or when there has been a foster care placement change. If transportation will be needed to maintain the student in the school of origin and/or when a school move is considered, thus triggering a best interest determination process, this information shall be included in the notice.
- Scheduling the best interest determination meeting within 7 school days, whenever possible, from the placement.
- Notifying the School District point of contact within 1 school day of the outcome of a best interest determination for a student whose school of origin is within School District, including whether the determination triggers the need for ongoing transportation services pursuant to this Agreement. To ensure timely and consistent communication, the Human Services point of contact will send this notice even if a School District representative attended the best interest determination.
- Notifying the School District point of contact within 2 school days when there has been a best interest determination that student in foster care will transfer into a new school within School District from *another* local educational agency.
- Providing professional development and training to Human Services staff on Fostering Connections and ESSA provisions; the school stability requirements of Volume 7 including 12 CCR 2509-4, 7.301.24(D), 7.301.241, and 7.301.242; and this Agreement.
- Serving as a secondary source, when possible, to provide educational records from the Human Services case file to a student's new school.

- Coordinating necessary transportation for students as described in this Agreement, including through development of any Human Services policies or practices necessary to implement these procedures.
- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

B. School District Point of Contact

The primary point of contract for purposes of implementing this Agreement is:

Name, Title: Robin Purdy, Superintendent

Email and Phone: robinp@bsd29j.com (303) 644-3234 ext. 8202

School District will have a designated point of contact for purposes of implementing this Agreement and affirms that he or she has sufficient authority, capacity, and resources to fulfill the following obligations of this agreement including:

- Coordinating with the corresponding Human Services point of contact to implement this Agreement.
- Ensuring participation of an individual from School District who knows the student when Human Services facilitates a best interest determination pursuant to 12 CCR 2509-4, 7.301.241. The participant should be someone who “is knowledgeable about the child and able to provide feedback on significant relationships that the child may have formed and how changing Schools would impact his or her academic, social, or emotional well-being such as a teacher, counselor, coach, or other meaningful person in the child’s life.”¹⁶
- Developing and implementing a transportation plan when transportation is needed to maintain the student in the school of origin. School District will notify the Human Services point of contact of this plan and the date of the implementation, two days prior to the date of implementation.
- Developing and implementing a “need to know basis” confidentiality policy to meet the educational needs of students in foster care while also protecting privacy of sensitive information; documenting best interest determinations and foster care status on behalf of School District to the extent required to meet students’ educational needs.
- Providing professional development and training to School District staff on ESSA provisions, this Agreement, and the educational needs of students in foster care.
- Facilitating the prompt transfer of educational records for students in foster care who enter or exit a school within School District.
- Facilitating immediate enrollment for students in foster care who enter a school within School District.
- Immediately requesting education records from the school of origin for students in foster care who enter a school within School District.¹⁷
- Ensuring that students in foster care are promptly enrolled in School District’s free lunch program.¹⁸
- Ensuring that the school and School District waive all school fees for students in out-of-home placement, including but not limited to any general fees, fees for books, fees for lab work, fees for participation in in-school or extracurricular activities, and fees for before-school or after-school programs.¹⁹

¹⁶ Joint Guidance at 13,

¹⁷ 20 U.S.C. § 6311(g)(1)(E) (requiring receiving school to immediately initiate records transfer).

¹⁸ 42 U.S. § 1758(b)(5) (establishing categorical eligibility for free lunch for students in foster care).

¹⁹ § 22-32-138(7), C.R.S.

²⁰ Joint Guidance at 14.

- Facilitating data sharing with Human Services consistent with Family Educational Rights and Privacy Act (hereafter referred to as FERPA), the Individuals with Disabilities Education Act (hereafter referred to as IDEA), and other privacy laws and policies.
- Coordinating necessary transportation for students as described in this Agreement, including through development of any School District policies or practices necessary to implement these procedures.

- Participating in good faith in the dispute resolution process outlined in this Agreement in the event of disagreements regarding transportation.

C. Seamless Coverage of Obligations

While the duties described above are expected to be fulfilled by the designated point of contact, the duties are obligations of the respective parties. School District and Human Services shall ensure adequate staffing and resources to meet the obligations of this agreement. School District and Human Services shall ensure seamless coverage during times such as staff vacancies or leave.

V. BEST INTEREST DETERMINATIONS

When a school move is considered as a result of a change in foster care placements, Human Services shall facilitate a best interest determination meeting in compliance with 12 CCR 2509-4, 7.301.241. A copy of this section of this regulation is attached as **Appendix A**.

A. Responsibility for Determining Best Interest

Human Services is the entity responsible for determining whether it is in a student's best interest to remain in their school of origin, with input from School District.²⁰ Consistent with 12 CCR 2509-4, 7.301.241 and the point of contact duties outlined in this Agreement, Human Services shall engage School District in this process, and School District shall provide meaningful input from a representative who knows the student.

It is presumed to be in a student's best interest to remain in the school of origin with transportation provided. Therefore, if no school move is ever considered, a best interest determination is unnecessary. If School District believes a school move should be considered, and Human Services has not already initiated the best interest determination process, then the School District point of contact may send a written request for a best interest determination to the Human Services point of contact. Human Services must then facilitate a best interest determination process.

A best interest determination meeting is not required when a change in school is considered due to the child's Individual Education Plan (hereafter referred to as IEP) needs. In addition, the best interest determination process does not overrule any recommendations through the IEP process.

In some instances, the juvenile court may exercise its jurisdiction to make a best interest determination, which may or may not be consistent with a determination already made by Human Services. In these instances, and to the extent that they are in conflict, the juvenile court's orders supersede the determination made by Human Services.

B. Timing and Outcome of Best Interest Determination

The best interest determination must be made prior to a change in schools.

The outcome of a best interest determination can be:

- (1) It is in the student's best interest to remain in the school of origin, and a transportation plan is not necessary;

- (2) It is in the student's best interest to remain in the school of origin, and transportation plan is necessary; or
- (3) It is in the student's best interest to change schools. The new school and date for transfer must be identified.

A determination that it is in a student's best interest to change schools shall include the date when it is best for him or her to transfer, with the student continuing to attend the school of origin until that date. When a school move is necessary, it is assumed to be in a student's best interest to transition at natural academic junctures.

Human Services and School District agree to coordinate as outlined in this agreement to maintain students in their schools of origin unless it is determined not to be in their best interest to do so and until the designated date for transfer. Agreed upon transportation plans will continue through seasonal breaks, to include summer, until the child returns home, there is a placement change, or there is a request for a subsequent best interest determination meeting. When a child exits out-of-home placement, they retain school stability protections, including transportation to the school of origin, for the duration of the academic semester or term. This continuity aims to support permanency, prevent re-entry, and support educational outcomes.

VI. IMMEDIATE SCHOOL ENROLLMENT

Human Services point of contact will notify School District point of contact within 1 school day of a determination that it is in a student's best interest to transfer into a school within School District. This notice shall include the date designated for transfer.

School District will ensure the student is immediately enrolled, which means attending and meaningfully participating in school by the date designated in the student's best interest determination, in accordance with 12 CCR 2509-4, 7.301.241(D)(4). Enrollment cannot be denied or delayed because documents normally required for enrollment (proof of age, proof of residency, vaccination records) have not been submitted.²¹ School records, including an IEP, are never required for enrollment, but an enrolling school must immediately contact the school of origin to obtain relevant records.²²

When a student transfers out of School District, School District will support that student's transition by ensuring prompt transfer of records to the new school. Records transfer must not be delayed due to any fees or fines the student may owe.

²¹ 20 U.S.C. § 6311(g)(1)(E); Joint Guidance at 20.
²² *Id.*

VII. PROVISION AND ARRANGEMENT OF TRANSPORTATION

Human Services and School District share the goal and obligation of providing prompt, cost-effective transportation to maintain students in their schools of origin. To achieve this, parties agree to the following terms and procedures.

A. Duration of Transportation

Transportation obligations begin on the day a student is placed out-of-home. It is presumed to be in a student's best interest to remain in the school of origin, so no formal best interest determination is needed to trigger parties' transportation obligations. However, School District may request a best interest determination as described in Section V of this Agreement.

Transportation will be continuously provided for the duration of the student's time in foster care unless and until it is determined not to be in the student's best interest. If a student exits foster care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the student's educational stability.²³

B. Interim/Short-Term Transportation – Arrangement and Order of Preference

Children and youth in foster care must remain in the school of origin unless and until it is determined to be in their best interest to attend a new school. In recognition that initial placement into foster care and changes in foster care placements often occur with little notice, Human Services is responsible for arranging short-term transportation to ensure school attendance immediately following a placement change. Human Services and School District agree to the following to provide short-term transportation services to a student's school of origin while longer-term decisions and arrangements are made. Transportation may be a combination of methods as necessary for the individual situation.

These short-term preferences also apply when circumstances change during an existing placement and the previously arranged transportation plan can no longer be followed.

Order of preference for short-term transportation:

1. *Caregiver.* The preferred immediate transportation option is for the student's caregiver or another appropriate adult (such as non-custodial parents, kin, a mentor, or a Court Appointed Special Advocate volunteer) to provide transportation with mileage reimbursement. Any care provider who provides transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.
 - Human Services caseworker will coordinate with caregiver to arrange transportation under this option.
 - If caregiver transportation is an option, Human Services and School District will cost share responsibility for the costs of caregiver mileage reimbursement to the school of origin. The Human Services caseworker is responsible for arranging this with the caregiver.

²³ Federal guidance encourages agencies to "make every effort to continue to ensure transportation is provided through the end of the school year" in which a child exits foster care. Joint Guidance at 17. See also § 22-32-116 (entitling non-resident students to remain in their school until the end of the academic term, or year for elementary and 12th grade students).

2. *Public Transportation.* If public transportation is an appropriate option, the student may take public transportation to school.
 - The Human Services caseworker will work with the caregiver and student to identify an appropriate public transportation route.
 - Human Services and School District will cost share the responsibility for the costs of public transportation, including the fares for an adult chaperone if necessary, to the school of origin for the first seven school days.
3. *Third-Party Private Provider.* Identified third-party providers may provide school transportation.

- Human Services point of contact will select and arrange short-term transportation with the provider.
- Human Services and School District agree to cost share the additional costs as described in Section VIII.

4. *Human Services or School District Staff.* Identified employees of Human Services and/or School District may provide school transportation. Any School District Staff providing transportation for a student shall have passed criminal background checks of at least a seven-year period. Any School District Employee with a record indicating felony violations, questionable character, or possible security risk shall not be allowed to provide transportation to students under this Agreement. Any staff that provide transportation shall have a valid driver's license and maintain auto liability insurance pursuant to Colorado Revised Statutes.

C. Ongoing Transportation – Arrangement and Order of Preference

School District is responsible for arranging ongoing transportation. Consistent with the duties described in Section IV, the Human Services point of contact will notify the School District point of contact within two school days when a student who already attends school in the School District has been placed in foster care or when there has been a foster care placement change. The Human Services point of contact will indicate in this notice and/or follow up communication if the student will need transportation to their school of origin under this Agreement.

Human Services point of contact will also notify the School District point of contact within two school days should other circumstances change requiring revision to the transportation plan.

Within two school days of being notified of the need for transportation, the School District point of contact will determine whether there is an existing transportation route that the student can take to the school of origin or, alternatively, whether the student is eligible for transportation under the IDEA or the McKinney-Vento Homeless Assistance Act.

School District will promptly develop an ongoing transportation plan. Transportation may be a combination of methods as necessary for the individual situation. The School District point of contact will notify the Human Services point of contact within two school days of any changes to the current transportation plan.

Additional costs of ongoing transportation will be shared by Human Services and School District as detailed in Section VIII.

Order of preference for ongoing transportation:

1. *School District Route.* If there is an existing school district transportation route, including routes that can be modified, the School District point of contact will arrange for the student to begin riding on the existing route as soon as possible. The School District point of contact will notify the Human Services point of contact *and* the foster parent/kinship caregiver of the route information. If transportation under this option is already required under the McKinney-Vento Act or IDEA, it does not pose an “additional cost.”
2. *Transportation Already Addressed through Other Means.* School District will assess whether the student is entitled to transportation services under another statute. School District will

provide transportation funded by the School District if the student is eligible under the McKinney-Vento Act or the IDEA; because this transportation is already required, it does not pose an “additional cost.”

3. *Drop-off to Meet School District Route.* This option is available when the student can be dropped off, whether by a caregiver or another provider, to meet an existing school district route, including routes that can be modified. School District point of contact will coordinate with Human Services point of contact to determine if this is an option.
4. Caregiver. As described above.
5. Public Transportation. As described above.
6. Third- Party Private Provider. As described above.

VIII. FUNDING OF TRANSPORTATION

A. Mileage Reimbursement Rates and Eligibility

1. Rates. When using personal vehicles, Human Services employees and School District employees shall be reimbursed for mileage at the rates established by their respective agency. These employees shall maintain automobile and liability insurance at the levels required by their respective agency policy for transporting minors.

The rate for caregiver mileage reimbursement shall be the same as is provided through the Federal Standard Mileage Rate.

Mileage to be reimbursed includes the door-to-door actual miles necessary to take the student to school, less the provider’s normal commute (if any).

Each Party shall provide the other Party with notification of their respective mileage reimbursement rates and any changes thereto in a timely manner.

2. Indemnification. To the extent allowed by law, the School District shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney’s fees, incurred or occasioned as a result of the acts or omissions of the School District, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The School District’s obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

B. Cost-Sharing and Maximization of Federal Funds

In general, 80% of Human Services’ expenses pursuant to this agreement will be reimbursed by the Colorado Department of Human Services (CDHS). It is the intent of Human Services and School District to share the remaining non-reimbursable costs (20%) of transportation equally and to maximize availability of federal dollars. Except as otherwise provided in this Agreement, Human Services and School District agree to each cover 50% of the additional costs of transportation to maintain students who are in out-of-home placement in

their schools of origin. "Additional costs" are costs of transportation that exceed what the LEA would otherwise pay to transport the student to school if the student were not in foster care.

Transportation services and the cost share agreements shall end at the end of the academic semester during which the child welfare case was closed.

Cost sharing when the School District does not have a prior cost - Description: Student changes foster care placements and needs transportation to the school of origin. The student did not previously have any district provided transportation and there are no pre-existing bus routes.

Total cost of transportation x 0.8 = amount to be reimbursed by CDHS

Total cost x 0.2 x 0.5 = cost share amount for each entity

Cost sharing when the district has prior costs - Description: Prior to the change in foster care placement, the school district was providing transportation. The cost share shall be a split of the difference in cost between what the district was paying prior to the change in foster care placement and the cost of providing transportation to the school of origin after the change in foster care placement.

Cost to be split = total cost of transportation – School District's prior obligation

Cost to be split x 0.8 = Reimbursement by CDHS

Cost to be split x 0.2 x 0.5 = cost share amount for each entity

The School District shall submit invoicing for the total cost of transportation expended by the School District for eligible children/youth on a monthly basis to CDHS for reimbursement.

If Human Services incurs the cost of transportation, Human Services will reimburse the School District only the applicable cost share amount. The Parties may submit quarterly invoices that itemize any additional costs incurred during the preceding quarter. Invoices must include the child's name, Trails Case ID number, dates of service and itemize the "ordinary" as well as "additional" costs for transportation for that child. Invoices shall be sent to the primary point of contact for each Party. The Parties agree to reimburse each other for their proportionate share of additional costs.

Incorrect payments to either Party may be recovered from the Party who received the incorrect payment by deduction from subsequent payments due to the Party under this Contract.

Invoice to Human Services: Invoices are due on the 15th of the month following the end of a calendar quarter (i.e. July to Sept invoiced by October 15). The School District agrees that any invoices not submitted to the County within 30 days of the end of the quarter will not be paid by the County. The County will process payment. If the School District disagrees with any remittance made by the County, the School District agrees to send written notice of the disagreement and the reasons for the disagreement to the Adams County Human Services Department no later than 30 days after the issuance of the remittance. The County agrees to respond to the notice of disagreement within 30 days after receipt of the notice. If the School District fails to send written notice of the disagreement within 30 days after the issuance of the remittance, the School District agrees to

waive any claim against the County concerning the invoice or the remittance. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

Title IV-E and Title I funds are the primary sources of federal child welfare and education funds, respectively, that can be applied to transportation costs to maintain students in foster care in their schools of origin.²⁴ Title IV-E funds are available only for eligible children and youth, and these funds require a 50% state or local match. Approximately 50% of the children and youth in foster care served by Human Services are IV-E eligible. Title I dollars are a set amount and do not require a match, and these funds may be utilized for any student in foster care. However, School District incurs more Title I-eligible expenses than it receives in Title I dollars. Thus, it is anticipated that Human Services and School District will have to utilize state and local funds to meet transportation obligations.

Under the following terms, it is mutually beneficial to Parties to utilize state and local dollars strategically to maximize the overall federal contribution to Colorado's transportation costs for students in foster care. In order to provide transportation services in a cost-effective manner, Parties agree to take the measures outlined below.

1. Title IV-E Match-Eligibility. Human Services and School District agree to utilize, to the extent possible, funds that are eligible for a federal Title IV-E match toward the transportation costs for IV-E eligible students.

Financial points of contact of each agency:

Adams County Human Services

Brent Voge, Accounting Supervisor, bvoge@adcogov.org, 720-523-2926

Keith Flores, Accountant, kflores@adcogov.org, 720-523-2929

Bennett School District 29J:

IX. CONFIDENTIALITY

A. Confidentiality of Child Welfare Information

Human Services and School District understand and agree that not all information relevant to a student's best interest determination is permissible or appropriate to be shared with School District staff. In order to protect family privacy, Human Services may not be able to disclose certain factors impacting the best interest determination, including but not limited to content of or progress on parents' treatment plans, details of students' mental health needs, sensitive family information, etc. Human Services and School District agree that

the primary role of School District in the best interest determination process is to provide information and insight about the student and schools.

24 Throughout this document, "Title IV-E" refers to Title IV-E of the Social Security Act, and "Title I" refers to Title I of the Elementary and Secondary Education Act, reauthorized in 2015 as the Every Student Succeeds Act

B. School District Use of Sensitive Information

Notwithstanding the safeguards above, School District and its employees will inevitably learn information of a sensitive nature as a result of participating in the best interest determination process and in the ongoing work of supporting children and youth in foster care.

In recognition that education records are more accessible to a wider audience than child welfare records, School District will adopt practices and/or policies to allow it to utilize sensitive information to serve a student in foster care's educational needs without unnecessarily creating and maintaining "educational records" subject to disclosure pursuant to the Family Educational Rights and Privacy Act.

X. DISPUTE RESOLUTION

A. Funding of Transportation Pending Dispute

In order to meet the educational stability needs of children and youth, and to comply with Fostering Connections and ESSA, Human Services and School District agree to participate in the Best Interest Determination meetings, accept the outcome of such meeting, and provide and fully fund transportation as outlined in Section VIII above pending resolution of disputes.²⁵

If Human Services and School District disagree regarding the transportation plan(s) of an individual student, or group of students, the transportation provided shall be the first option in the order of preferences that is supported by at least one party to this Agreement.

B. Dispute Resolution Procedures

Disputes regarding best interest determination shall be handled in a manner that promotes the child/youth's safety and stability and will follow the procedures as referenced in **Appendix A**, 12 CCR 2509-4, 7.301.241, D.8

Disputes regarding transportation plans of the student shall be handled as follows:

As soon as it is apparent that a disagreement exists and dispute resolution is necessary, the School District and Human Services points of contact shall notify their respective administrators of the dispute. The administrators shall attempt to come to an agreement within 5 school days. If an agreement still cannot be reached, parties agree that the County Deputy Director and the School District's Assistant Superintendent will decide the outcome, including any amounts owed between parties for transportation provided pending the resolution.

List of Appendices:

Appendix A: 12 CCR 2509-4, 7.301.241 (School Stability/Best Interest Determination Rule)

FOR ADAMS COUNTY:

FOR THE SCHOOL DISTRICT:

Emma Pinter, Chair BOCC



Robin Purdy, Superintendent Bennet School District

Date



Date: November 30, 2020

Approved as to form:

County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Development Agreement with 6201 N. Broadway LLC
FROM: Ryan M. Nalty, Interim Director
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Development Agreement with 6201 N. Broadway LLC.

BACKGROUND:

The Developer is the owner of the property located at 6201 N. Broadway in Adams County. The developer shall be responsible for the design and installation of road widening, new curb, gutter, and sidewalk adjacent to the property along Broadway Street, which are described in Exhibit “B”. The developer is also responsible to pay cash in lieu for public improvements adjacent to property along 62nd Avenue, as estimated in Exhibit “C”.

The subject request is consistent with the requirement for approval of a Development Agreement for new development within Adams County. In addition, staff reviewed the Development Agreement and determined that the proposed improvements conform to the requirements outlined in the County’s Development Standard and Regulations.

The Department of Community and Economic Development also reviewed the site plan and the engineering documents associated with the development. Final acceptance of the project is contingent upon approval of the Development Agreement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney’s Office
Public Works

ATTACHED DOCUMENTS:

Resolution
Development Agreement with 6201 N. Broadway LLC.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING DEVELOPMENT AGREEMENT
BETWEEN ADAMS COUNTY AND
6201 N. BROADWAY LLC.

Resolution 2020-XXX

WHEREAS, the Adams County Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, 6201 N. Broadway LLC., ("Developer"), is owner of certain real property located at 6201 N. Broadway, Adams County, CO, Parcel Number; 0182510200073; and,

WHEREAS, Adams County requires Developers to enter into a written agreement with the County prior to the final acceptance of public and/or private improvements; and,

WHEREAS, the County and the Developer desire to enter into a Development Agreement for the public improvements at 6201 N. Broadway Street in Case No. BDP20-0605; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Development Agreement for Case No. BDP20-0605.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Development Agreement between Adams County and 6201 N. Broadway LLC., a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Agreement on behalf of the County of Adams, State of Colorado.

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14 day of April, 2021, between 6201 N. BROADWAY, a limited liability company eligible to conduct business in the State of Colorado ("Developer"), whose address is 12249 Pennsylvania Street, Thornton, CO 80241, and the Board of County Commissioners of the County of Adams, State of Colorado ("County"), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

The purpose of this Development Agreement is to specify certain public improvements to be constructed by Developer pursuant to the terms and conditions of this Agreement.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in **Exhibit A** attached hereto, and by this reference made a part hereof (the "Property").

WHEREAS, pursuant to that certain Brienza Exemption from Subdivision, recorded in the Office of the Adams County Clerk and Recorder, State of Colorado on May 3, 2000 at Reception No. C0666422, Developer has an outstanding obligation to dedicate thirty feet (30') of right of way abutting West 62nd Avenue and twenty feet (20') of right of way abutting Broadway.

WHEREAS, the County is in the planning phases for a capital improvement road widening project for West 62nd Avenue abutting the Property (the "West 62nd Avenue Project").

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, State of Colorado, that where designated the Developer shall have entered into a written agreement with the County to install certain public improvements.

WHEREAS, in light of the upcoming West 62nd Avenue Project and otherwise, the Developer shall provide cash-in-lieu rather than construct the improvements on West 62nd Avenue adjacent to the Property.

WHEREAS, to construct the West 62nd Avenue Project, the County may require additional right of way along West 62nd Avenue to be obtained pursuant the procedures and requirements in the applicable Colorado Revised Statutes.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on **Exhibit B** attached hereto, and by this reference made a part hereof (the "Broadway Improvements").
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all Broadway Improvements described and detailed on **Exhibit B** for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the Broadway Improvements described and detailed on **Exhibit B**.
4. **Cash-in-Lieu.** Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all cash-in-lieu payments required pursuant to this Agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in **Exhibit C** in the amount of \$55,577.02.
5. **Time for Completion.** The Broadway Improvements shall be completed according to the terms of this Agreement within "construction completion date" appearing in **Exhibit B**. The Director of Community and Economic Development Department may for good cause grant

extension of time for completion of any part or all of the Broadway Improvements appearing on said **Exhibit B**. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.

6. **Certificate of Occupancy Issuance.** Approval of this Agreement, payment of the Cash-in-Lieu for the improvements in **Exhibit C**, and submittal of an acceptable form of collateral for the improvements in **Exhibit B** shall satisfy the requirements in the Adams County Development Standards and Regulations for issuance of a Certificate of Occupancy for BDP20-0605.
7. **Warranties of Developer.** Developer warrants that the Broadway Improvements shall be installed in good workmanlike manner and in substantial compliance with the plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Final Acceptance of the improvements by the County.
8. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement with respect to the Broadway Improvements. Said collateral shall be in the amount of \$53,685.27, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said Broadway Improvements constructed according to the terms of this Agreement, and Preliminary Acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said Broadway Improvements shall be determined solely by the County and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of the public Broadway Improvements for a period of one year from the date of Preliminary Acceptance.
9. **Acceptance and Maintenance of Public Improvements.** All Broadway Improvements designated "public" on **Exhibit B** shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary.
10. **Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in **Exhibit A** attached hereto.
11. **Improvements.** The undersigned developer hereby agrees to provide the following improvements, and to dedicate described property.
 - A. **Broadway Improvements.**

See **Exhibit B** for description, estimated quantities, and estimated construction costs.
 - B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this Agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the land described in **Exhibit E** for right-of-way or other public purposes.
12. **Default by Developer.** A default by the Developer shall exist if: (a) Developer fails to construct the Broadway Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Broadway Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; or (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.
 - A. **Remedies of County.** If the County, after written notice, determines that a default by Developer exists and if Developer fails to cure such default within the time specified by the County the County shall be entitled to: (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a

manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.

B. County Right to Completion of the Broadway Improvements. The right of the County to complete or cause completion of the Broadway Improvements as herein provided shall include the following rights:

- a. The County shall have the right to complete the Broadway Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise.
- b. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Developer for the purpose of completing the Broadway Improvements.

C. Use of Funds by County. Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Broadway Improvements substantially in accordance with the Plans and the other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

13. **West 62nd Avenue Project.** The County is planning to widen and improve West 62nd Avenue adjacent to this Property through the West 62nd Avenue Project, which is currently in the design phase. The Developer and the County have worked together to align the design of the West 62nd Avenue Project with the improvements to the Property to reduce impacts to business operations. As shown on **Exhibit D**, the County has determined that it will acquire no more than five feet (5') of right of way for the West 62nd Avenue Project and will not make revisions to the design depicted on **Exhibit D** that will impact the existing parking stalls on the Property. The additional five feet (5') is exclusive of the right of way required to be dedicated to the County pursuant to the Brienza Exemption from Subdivision. The County and Developer will negotiate the cost of additional right of way and any other impacts to the Property from the West 62nd Avenue Project subject to the requirements of the applicable Colorado Revised Statutes and during the normal course of right-of-way acquisition for the West 62nd Avenue Project.

[Signature pages follow]

Name/s
Developer

6201 N. BROADWAY, LLC,
a Colorado limited liability company

By: Michelle Carwin
Name: Michelle Carwin
Title: Manager

NICHOLE MONTOYA
Notary Public
State of Colorado
Notary ID # 20134038834
My Commission Expires 08-22-2023

The foregoing instrument was acknowledged before me this 14 day of April,
2021 by Michelle Carwin

My commission expires: 8/22/2023

Address: 10001 Pecos St
Westminster Colorado 80234 N Montoya
Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$53,685.27. Cash-in-lieu in the amount of \$55,577.02, is required to satisfy the cost of improvements on 62nd Avenue. No certificates of occupancy shall be issued until said collateral and cash-in-lieu amount is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST: BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

Approved as to form

County Attorney

EXHIBIT A

Legal Description:

PARCEL B, BRIENZA EXEMPTION FROM SUBDIVISION, CASE NO.: 77-97-E, RECORDED MAY 3, 2000 AT RECEPTION NO. 00666422, COUNTY OF ADAMS, STATE OF COLORADO,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (S1/2 SE1/4 NE1/4 NW1/4) OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID S1/2 SE1/4 NE1/4 NW1/4, THENCE S89°50'22"W ALONG THE SOUTH LINE OF SAID S1/2 SE1/4 NE1/4 NW1/4 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°50'22"W ALONG SAID SOUTH LINE A DISTANCE OF 318.87 FEET; THENCE N00°03'27"E PARALLEL WITH THE WEST LINE OF SAID S1/2 SE1/4 NE1/4 NW1/4 A DISTANCE OF 328.6 FEET TO THE NORTH LINE OF SAID S1/2 SE1/4 NE1/4 NW1/4, THENCE N89°51'13"E ALONG THE NORTH LINE OF SAID S1/2 SE1/4 NE1/4 NW1/4 A DISTANCE OF 337.17 FEET TO THE WEST RIGHT-OF-WAY LINE OF BROADWAY (COLORADO STATE HIGHWAY NO. 53), BEING 30.00 FEET WEST OF THE EAST LINE OF SAID S1/2 SE1/4 NE1/4 NW1/4; THENCE S00°08'37"W ALONG SAID WEST RIGHT-OF-WAY LINE AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 303.88 FEET TO THE NORTHERLY CORNER OF A PARCEL DESCRIBED IN BOOK 3926 AT PAGE 815, ADAMS COUNTY RECORDS; THENCE S38°39'52"W ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 32.09 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Broadway Improvements

Description of Improvements:

The public improvements that will be constructed by Developer in along the public right of way commonly known as Broadway, are as described and shown on the approved 6201 N Broadway, LLC preliminary plans, also known as E. 62nd and Broadway.

Public Improvements: *Broadway Improvements - Exhibit B*

Description	Est Qty	Unit	Est Unit Cos	Est Cost	CDOT #
Curb & Gutter Type 2 (Section II-B)	271	LF	\$ 36.00	\$ 9,756.00	609-21020
Sawing Asphalt Material (10")	271	LF	\$ 7.40	\$ 2,005.40	202-05030
Sidewalk	182	SY	\$ 112.78	\$ 20,525.96	608-00000
Landscape Restoration	1	LS	\$6,000.00	\$ 6,000.00	212-01200
Hot Mix Asphalt (Patching)	60	SY	\$ 72.00	\$ 4,320.00	403-00721
Total				\$ 42,607.36	

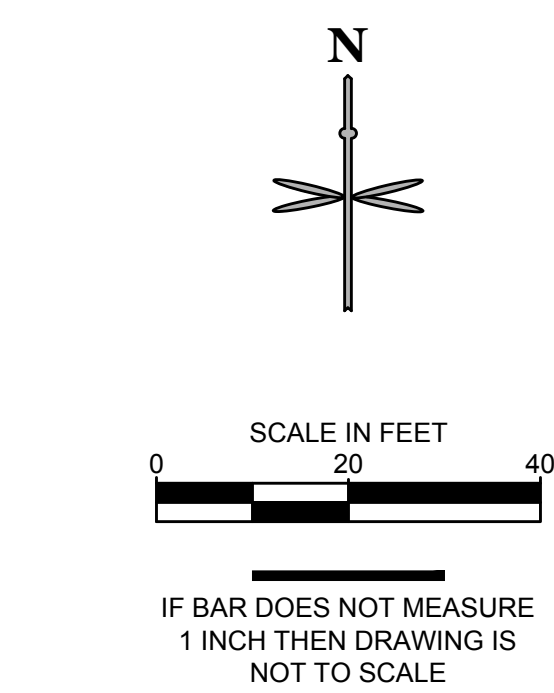
*Unit costs from CDOT 2020 Cost Data Book

<https://www.codot.gov/business/eema/assets/2020-cost-data-book-full-year.pdf>

20% Administration fee =	\$ 8,521.47
Subtotal =	\$ 51,128.83
5% Inflation =	\$ 2,556.44
TOTAL =	\$ 53,685.27

Construction Completion Date: June 2022

6201 N Broadway, LLC Preliminary Plans
[Next Page]



NOTE:

- SURVEYED LINWORK PROVIDED BY ADAMS COUNTY AND USED FOR THE BASIS OF THIS DESIGN. PLEASE NOTE AERIAL IMAGE SLIGHTLY INCONSISTENT WITH SURVEYED INFORMATION.

No.	REVISION	BY		DATE	
		#	#	#	#

**PRELIMINARY
NOT FOR
CONSTRUCTION**

EES
ENGINEERING AND
SOLUTIONS, INC.
501 S Cherry St, Suite 300
Glendale, CO 80246
303-572-7997 www.ees.us.com

EXHIBIT
6201 N BROADWAY IMPROVEMENTS
6201 BROADWAY, DENVER, CO 80221
BROADWAY ROW EXHIBIT

PROJECT NO: BRD001.01
DESIGNED BY: JNA
DRAWN BY: JEM
DATE: 3/18/2021

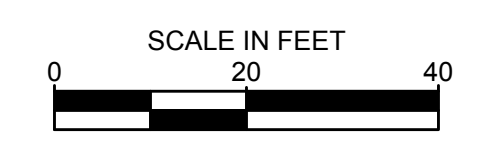
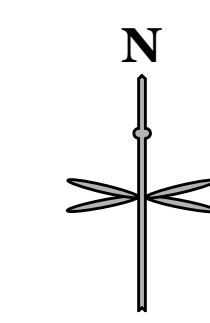
EXB

EXHIBIT C
Cash in Lieu for 62nd Avenue

Public Improvements: West 62nd Ave - Cash in lieu of

Description	Est. Quantity	Est. Unit Cost	Est. Const. Cost
Clear & Grub	6850 sf	\$ 3.00	\$ 20,550.00
Sawcut Entrance	80 lf	\$ 6.65	\$ 532.00
New Asphalt - 8" depth	127.73 sy	\$ 43.25	\$ 5,524.32
12" Scarify & Recompact - subgrade prep	1265 sf	\$ 5.00	\$ 6,325.00
Handcapped Ramp w/ truncated domes	2 ea	\$ 1,950.00	\$ 3,900.00
5' sidewalk	1265 sf	\$ 5.38	\$ 6,805.70
6" vertical Curb w/1' pan	80 lf	\$ 24.25	\$ 1,940.00
Mobilization, Evironmental Impact Fee, Concrete	1 ls	\$ 10,000.00	\$ 10,000.00
Estimated Construction Sub-Total			\$ 55,577.02

EXHIBIT D
West 62nd Avenue Project Design



SCALE IN FEET
0 20 40
IF BAR DOES NOT MEASURE
1 INCH THEN DRAWING IS
NOT TO SCALE

NOTE:

- COUNTY TO DESIGN AND PAY FOR POTENTIAL RETAINING WALL REQUIRED BETWEEN SIDEWALK AND ADA PARKING TO MAKE UP FOR GRADE DIFFERENTIAL.
- SURVEYED LINework PROVIDED BY ADAMS COUNTY AND USED FOR THE BASIS OF THIS DESIGN - PLEASE NOTE AERIAL IMAGE SLIGHTLY INCONSISTENT WITH SURVEYED INFORMATION.

No.	REVISION	BY		DATE	
		#	#	#	#

EES
ENTITLEMENT AND
ENGINEERING
SOLUTIONS, INC.
501 S Cherry St, Suite 300
Glendale, CO 80246
303-572-7997 www.ees.us.com

**PRELIMINARY
NOT FOR
CONSTRUCTION**

EXHIBIT

6201 N BROADWAY IMPROVEMENTS

6201 BROADWAY, DENVER CO 80221

ROW EXHIBIT

PROJECT NO: BRD001.01
DESIGNED BY: JNA
DRAWN BY: JEM
DATE: 3/11/2021

EXB

EXHIBIT E

EXHIBIT

LEGAL DESCRIPTION

A Parcel of land, being a part of Parcel B, Brienza Exemption from Subdivision filed in the Clerk and Recorder's office of Adams County, Colorado as Survey No. 180, Reception No. C0666422, situated in the Northeast 1/4 of the Northwest 1/4 of Section 10, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the North 1/16 corner of said Section 10, and considering the east line of said Northeast 1/4 of the Northwest 1/4 to bear North 00°06'37" East;

Thence South 89°50'22" West along the south line of said Northeast 1/4 of the Northwest 1/4, a distance of 50.00 feet to the southeast corner of said Parcel B, the Point of Beginning;

Thence continuing South 89°50'22" West along the south line of said Parcel B, a distance of 316.87 feet;

Thence North 00°03'27" East along the west line of said Parcel B, a distance of 30.00 feet;

Thence North 89°50'22" East, a distance of 296.90 feet;

Thence North 44°58'29" East, a distance of 28.35 feet;

Thence North 00°06'37" East, a distance of 278.88 feet;

Thence North 89°51'13" East along the north line of said Parcel B, a distance of 20.00 feet;

Thence South 00°06'37" West along the east line of said Parcel B, a distance of 303.88 feet;

Thence South 38°39'52" West along the east line of said Parcel B, a distance of 32.09 feet to the Point of Beginning,

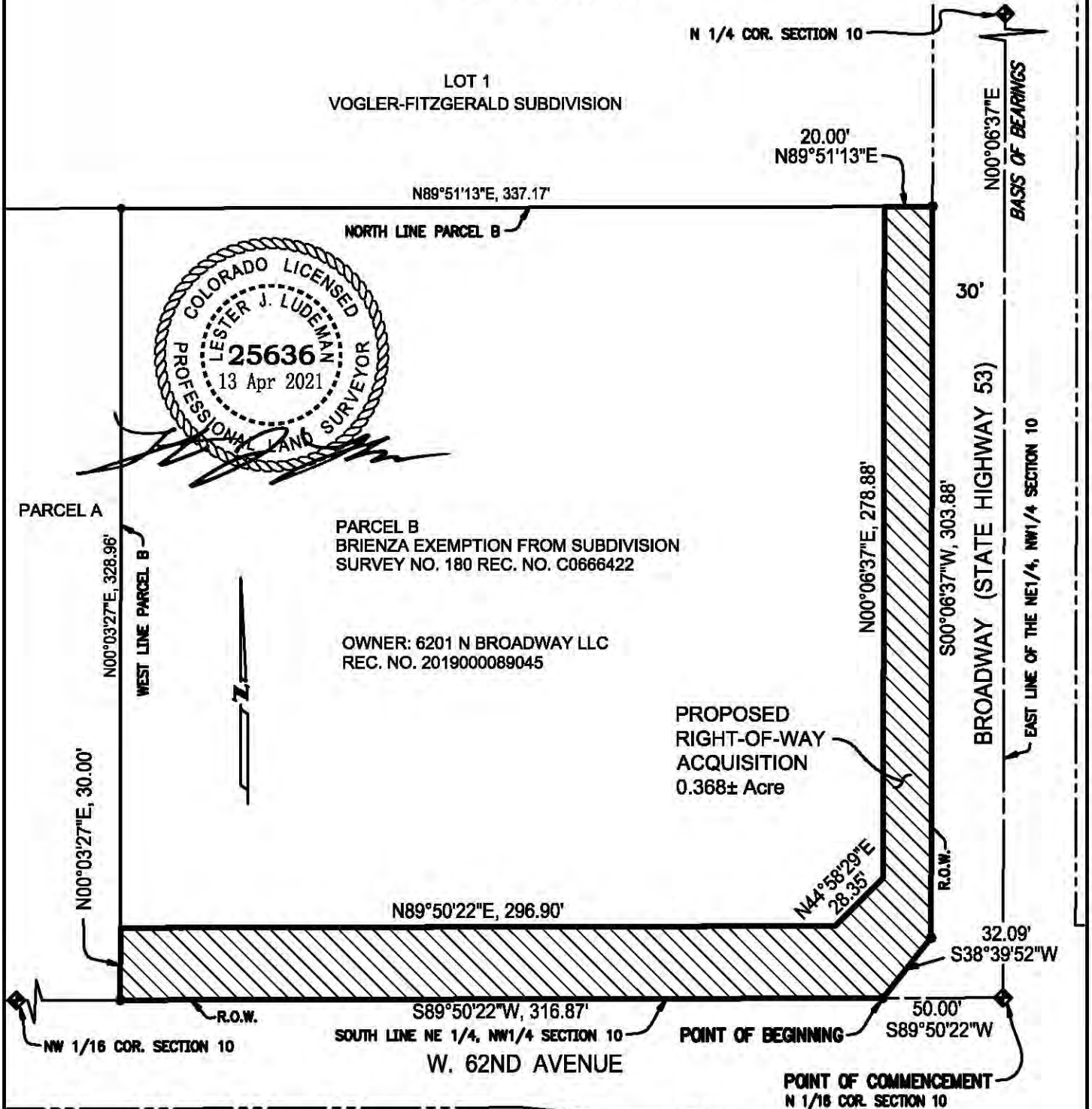
containing 16,034 Square Feet, or 0.368 Acre, more or less.

Prepared April 13, 2021 by L.J. Ludeman, PLS
1309 S. Inca Street, Denver, CO 80223



ILLUSTRATION FOR
EXHIBIT

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 10, T3S, R68W
--ADAMS COUNTY--



60 0 60 120 Feet



Scale: 1" = 60'

This Exhibit does not represent a Survey. It is intended only to depict the accompanying description.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Intergovernmental Agreement Regarding Maintenance, Ownership, and the Dedication of Clear Creek Transit Public Improvements
FROM: Ryan Nalty, Director
AGENCY/DEPARTMENT: Community Economic and Development Department
HEARD AT STUDY SESSION ON: April 20, 2021
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Intergovernmental Agreement regarding maintenance, ownership, and dedication of Clear Creek Transit public improvements between Adams County, Clear Creek Transit Metropolitan District No.1, and Clear Creek Transit Metropolitan District No.2.

BACKGROUND:

The Board of County Commissioners approved the service plan for Clear Creek Metropolitan District No. 1 and the Clear Creek Metropolitan District No. 2 via resolution on September 13, 2010. Pursuant to the resolution, the Districts and the County shall execute an Intergovernmental Agreement (IGA) regarding the maintenance and ownership of roads and other public improvements prior to the submittal of a final plat application. The owner and developer of property within the Districts is in the process of seeking land use approvals from the County for the Clear Creek Transit Village development. A Subdivision Improvements Agreement will be required during the final plat process that will outline the public improvements to be dedicated to the County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Intergovernmental Agreement with Clear Creek Transit
Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING
MAINTENANCE, OWNERSHIP, AND DEDICATION OF CLEAR CREEK TRANSIT
PUBLIC IMPROVEMENTS BETWEEN ADAMS COUNTY, CLEAR CREEK TRANSIT
METROPOLITAN DISTRICT NO.1, AND CLEAR CREEK TRANSIT METROPOLITAN
DISTRICT NO.2

Resolution 2021-

WHEREAS, the Board of County Commissioners of Adams County, Colorado, approved the Service Plan for Clear Creek Transit Metropolitan District No. 1 and Clear Creek Transit Metropolitan District No. 2 (the "Districts") on September 12, 2010; and,

WHEREAS, pursuant to the conditions on the resolution approving the Service Plan, the Districts and the County are required to execute an intergovernmental agreement regarding maintenance and ownership of roads and other public improvements prior to the submittal of the final plat application; and,

WHEREAS, the owner and developer of the property within the Districts intends on seeking land use approvals for its Clear Creek Transit Village including a final development plan and final plat; and,

WHEREAS, in order to satisfy the conditions of the resolution approving the Service Plan, the Parties desire to enter into the attached Intergovernmental Agreement Regarding Maintenance, Ownership, and Dedication of Clear Creek Transit Public Improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Regarding Maintenance, Ownership, and Dedication of Clear Creek Transit Public Improvements between Adams County, Clear Creek Transit Metropolitan District No.1, and Clear Creek Transit Metropolitan District No. 2, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Intergovernmental Agreement on behalf of the County of Adams, State of Colorado.

**INTERGOVERNMENTAL AGREEMENT
REGARDING MAINTENANCE, OWNERSHIP,
AND DEDICATION OF CLEAR CREEK TRANSIT PUBLIC IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING MAINTENANCE, OWNERSHIP, AND DEDICATION OF CLEAR CREEK TRANSIT PUBLIC IMPROVEMENTS (the “Agreement”) is made and entered into the __ day of _____, 2021, by and among CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1 (“District No. 1”), CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 2 (“District No. 2”), both quasi-municipal corporations and political subdivisions of the State of Colorado (referred to herein collectively as the “Districts”), and ADAMS COUNTY, STATE OF COLORADO, a political subdivision of the State of Colorado (the “County”). District No. 1, District No. 2, and the County may individually be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Districts were created for the purpose of providing certain public improvements and services to and for the benefit of the properties within and without the Districts in accordance with Title 32, Article 1, C.R.S., and pursuant to the Service Plan (defined below); and

WHEREAS, the Board of County Commissioners of Adams County, Colorado approved the Service Plan for Clear Creek Transit Metropolitan District No. 1 and Clear Creek Transit Metropolitan District No. 2, Adams County, Colorado (the “Service Plan”) via Resolution on September 13, 2010 (the “Resolution”); and

WHEREAS, pursuant to the Resolution, the Districts and the County shall execute an intergovernmental agreement regarding maintenance and ownership of roads and other public improvements prior to the submittal of a final plat application; and

WHEREAS, the owner and developer of property within the Districts is in the process of seeking land use approvals from the County for its Clear Creek Transit Village development in the form of a preliminary plat and ultimately a final development plan and final plat (the “Final Development Approvals”); and

WHEREAS, in satisfaction of the conditions of the Resolution, the Parties desire to establish certain terms and conditions related to the Districts’ construction, operation, and maintenance of Public Improvements (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement.

2. Ownership, Maintenance, and Dedication of Public Improvements.

a. For public improvements designed, financed, and/or constructed by the Districts (the “Public Improvements”), the Districts shall either own, operate, and/or maintain such Public Improvements themselves or shall dedicate such Public Improvements to the County or other appropriate jurisdiction or governmental entity in accordance with the Service Plan.

b. Unless the County-approved Final Development Approvals reflect County ownership and/or maintenance of a Public Improvement, the County shall not be responsible to accept any Public Improvements for ownership, operation, or maintenance. If, notwithstanding the foregoing, the County agrees to accept Public Improvements for operation and maintenance, the terms of any such dedication shall be agreed to by the parties via amendment to this Agreement or separate subdivision improvements agreement.
~~public improvement dedication agreement.~~

c. For Public Improvements for which the Districts will retain ownership and maintenance, the Districts shall operate and maintain such Public Improvements in accordance with the terms of its Service Plan and may establish ownership and maintenance standards thereunder, including pursuant to the terms of that certain Intergovernmental District Facilities Construction and Service Agreement between District No. 1 and District No. 2, dated June 9, 2020, as may be amended from time to time, or as otherwise agreed upon by the Districts.

~~e.d. The Districts acknowledge that, as part of the Final Development Approvals, the County may require the Districts to construction of off-site Public Improvements. If any such off-site improvements will be constructed by the Districts, The extent to which and the terms of such dedication of such Public Improvements shall be agreed to in accordance with the County’s Development Standards and Regulations in a subdivision improvements agreement.~~

~~d.e.~~ For Public Improvements the Districts will dedicate to governmental entities or appropriate jurisdictions other than the County, the Districts will dedicate such Public Improvement pursuant to and in accordance with any applicable acceptance standards of such entities.

3. Public Improvement Completion. In accordance with the Districts’ Service Plan, the Public Improvements will be designed and constructed in accordance with all applicable County standards and regulations, and the Districts agree to cooperate with the County with respect to entering into agreements guaranteeing the completion of the Public Improvements, if necessary, following the County’s approval of the Final Development Approvals.

4. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized

overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one Party to the others in accordance with this section:

Notices to District No. 1:

Clear Creek Transit Metropolitan District No. 1
4725 S. Monaco Street
Denver, CO 80237
Attn: Tamara K. Seaver
TSeaver@isp-law.com

Notices to District No. 2:

Clear Creek Transit Metropolitan District No. 2
4725 S. Monaco Street
Denver, CO 80237
Attn: Tamara K. Seaver
TSeaver@isp-law.com

Notices to the County:

Director of Community and Economic Development _____

4430 S. Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601

Adams County Attorney
Attn: Christine Fitch
4430 S. Adams County Parkway
5th Floor, Suite C5000B
Brighton, CO 80601

5. Assignment. Neither the Districts nor the County may assign this Agreement or parts hereof or its rights or obligations hereunder without the express written consent of the other Parties.

6. Colorado Law. The laws of the State of Colorado shall govern this Agreement.

Venue for any action hereunder shall be in the District Court, County of Adams, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

7. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the County nor the Districts shall be deemed or constitute a partner, joint venturer, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

8. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

9. No Waiver of Governmental Immunity. The Parties hereto understand and agree that the Districts, their respective Boards of Directors, officials, officers, directors, agents and employees, and the County, its county commissioners, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the Districts and the County.

10. Annual Appropriations. By entering into this Agreement, neither the Districts nor the County intend to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All payment obligations hereunder (if any) are subject to annual appropriation.

11. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be give no effect in the construction or interpretation of this Agreement.

12. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

14. Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

15. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and,

in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

16. Entirety. This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

CLEAR CREEK TRANSIT
METROPOLITAN DISTRICT NO. 1

By: _____
Its: _____

CLEAR CREEK TRANSIT
METROPOLITAN DISTRICT NO. 2

By: _____
Its: _____

BOARD OF COUNTY COMMISSIONERS,
ADAMS COUNTY, COLORADO

By: _____
Its: _____

Approved as to Form:

Adams County Attorney's Office



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Boards and Commissions Appointments
FROM: Erica Hannah, Clerk to the Board of County Commissioners
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: April 20, 2021 AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolutions for the boards and commissions appointments.

BACKGROUND:

These resolutions are to formally approve the appointments to the boards and commissions accordingly.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING CHIEF JUDGE DON QUICK TO THE COMMUNITY
CORRECTIONS BOARD AS THE 17TH JUDICIAL REPRESENTATIVE MEMBER

WHEREAS, a vacancy currently exists for a member for the Community Corrections Board; and,

WHEREAS, Chief Judge Don Quick has expressed an interest in serving on the Community Corrections Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Chief Judge Don Quick to fill this vacancy as the 17th Judicial Representative Member.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Chief Judge Don Quick is hereby appointed as a member of the Community Corrections Board as the 17th Judicial Representative Member for the term as listed below:

Chief Judge Don Quick

Term Expires
January 31, 2023



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Boards and Commissions Appointments
FROM: Erica Hannah, Clerk to the Board of County Commissioners
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: April 20, 2021 AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolutions for the boards and commissions appointments.

BACKGROUND:

These resolutions are to formally approve the appointments to the boards and commissions accordingly.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Resolutions

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING TIFFANY SORICE TO THE COMMUNITY CORRECTIONS
BOARD AS A DISTRICT ATTORNEY MEMBER

WHEREAS, a vacancy currently exists for a member for the Community Corrections Board; and,

WHEREAS, Tiffany Sorice has expressed an interest in serving on the Community Corrections Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Tiffany Sorice to fill this vacancy as a District Attorney Member.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Tiffany Sorice is hereby appointed as a member of the Community Corrections Board as a District Attorney Member for the term as listed below:

Tiffany Sorice

Term Expires
January 31, 2023



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: May 4, 2021
SUBJECT: Insurance Policy Renewal
FROM: Angelika Stockwell
AGENCY/DEPARTMENT: Risk Management
HEARD AT STUDY SESSION ON: April 27, 2021
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Authorize award of policies as set forth in attachment

BACKGROUND:

County insurance policies are renewed on a yearly basis. After a comprehensive insurance renewal process, including marketing of all coverage areas, staff is recommending insurance policies as set forth in the attached. The changes to coverage and coverage options were discussed with the Board of County Commissioners at study session and the attached award recommendation is consistent with Board direction.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

Chart of insurance policies to be awarded.

Resolution awarding policies.

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 19
Cost Center: Various

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7200.8999		\$27,914,945
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$27,914,945

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

There is a possibility of a yearend budget amendment. This will be dependent on other expenditures within the insurance fund.

RESOLUTION AWARDING ANNUAL RENEWAL POLICIES TO INSURANCE CARRIERS

WHEREAS, working through the County's insurance broker, County staff took all insurance policies to the market in an attempt to obtain the best coverage at the best rates and carefully reviewed quotations for the 4/30/21 insurance renewal; and,

WHEREAS, on April 27, 2021, insurance coverage options were presented to the Board of County Commissioners; and,

WHEREAS, on April 27, 2021, the Risk Manager was authorized to bind insurance coverage for the County as set forth in the attached chart; and,

WHEREAS, the insurance companies on the attached chart have provided quotations that provide comprehensive coverage at the most competitive price for coverages necessary for the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the policies for the coverages set forth in the attached chart be awarded as indicated.

BE IT FURTHER RESOLVED, that the Risk Manager is authorized to bind such policies.

<u>Coverage</u>	<u>Carrier</u>	<u>2021 Premiums</u>
Property	Swiss Re	\$ 500,000
Equipment Breakdown	Hartford Steam Boiler	\$ 16,345
Stand-Alone Terrorism Coverage	Hiscox	\$ 31,390
Public Entity Liability	Allied World	\$ 759,595
Underground Storage Tank	Liberty Surplus Lines Insurance	\$ 29,538
Airport Liability	ACE USA	\$ 39,209
Excess Workers' Compensation	Midwest Employers	\$ 177,339
Self Insurers Workers' Compensation Bond	Travelers	\$ 12,232
Crime	Hanover Insurance	\$ 11,203
Network Security & Privacy Liability	Cowbell Insurance	\$ 74,780
Excess Cyber - Layer 1 (\$5m X \$5m)	Ascent Underwriting	\$ 82,915
Explorers Accident	Arch Insurance	\$ 500
Program Total		\$ 1,735,046