
MEMORANDUM

TO: Boulder Public Library District

FROM: Seter & Vander Wall, P.C.; Kim J. Seter, Esq.

DATE: May 12, 2023

RE: Legal Status Report

This is our legal status report for the May 16, 2023 Board of Trustees meeting. Legal Status Reports provide an ongoing description of legal matters and their status in order to save discussion time at meetings. For your first meeting, this report is also keyed to the agenda items to provide information about each to ensure they are efficiently addressed.

Trustee Oaths of Office – Agenda Item 2

Task: A trustee is not qualified to serve until the oath has been taken and recorded.

Status: Oaths were forwarded to all trustees. If returned timely, they have been recorded. Any trustee that has not returned the oath, will not be seated at this meeting.

Action: Execute and return oaths.

Declaration of a Quorum – Agenda Item 4

Task: The board consists of the number of trustees that are appointed and been qualified by execution and recording of their oath. A quorum must be present to do any District business.

Status: A quorum is a majority of the trustees that are qualified. In this case that will be 4 Trustees. The Board cannot act without 4 trustees present in person or electronically.

Any meeting of 3 or more Trustees at which public business may be discussed is deemed a “public meeting.” A public meeting includes any gathering by phone, email, zoom or any other means of communication.

A notice of any “public meeting” must be posted at designated posting places and the meeting must be open to the public.

Action: Please be conscious of these requirements as they will be brought to your attention frequently.

Election of Officers – Agenda Item 5

Task: Elect officers to assist in the operations and oversight of the District.

Status: The exact roles of these officers will be determined by the bylaws you will approve. Generally speaking:

- A. The President is the chief officer who helps prepare agendas along with the executive director and maintains good order and efficiency in meetings. The President also signs documents on behalf of the board.
- B. The Vice-President serves in the absence of the President.
- C. The Secretary reviews minutes and other documents and ensures that District records are maintained by the appropriate person or department. The Secretary often signs documents to identify them as genuine. This position can be combined with the Treasurer to create a Secretary/Treasurer.
- D. The Treasurer may review and work with the finance department to ensure adequate presentations to the board and usually serves as a second signer on financial documents. This position can be combined with the Secretary to create a Secretary/Treasurer.

Action: Any Trustee may nominate him or herself or any other Trustee for any of the positions. Upon acceptance of the nomination by the nominated trustee a vote can be taken.

Alternatively, any Trustee can propose a slate of all or some of the positions and upon acceptance of the entire slate by the nominees, a vote can be taken.

Organizational/Administrative Matters – Agenda Item 7

Task: There are many annual administrative requirements to be satisfied.

Status: The items listed in 7 a. through d. are necessary to ensure the Board's ability to act at future meetings and to complete its business. Other requirements can be addressed at those future meetings.

Action: Address each item listed in 7 a. through d.

Trustee Indemnification Resolution- Agenda Item 7. e.

- Task:** Consider approval of the Trustee Indemnification Resolution to protect the trustees from legal actions that may be brought against the board or an individual.
- Status:** Trustees have broad immunity from suit under the common law and the Colorado Governmental Immunity Act while acting within the proper scope of their duties. However, that does not prevent a trustee from being sued and having to defend. The Resolution allows the District to provide a defense as long as the trustee was acting within the scope of his/her duties as a trustee.
- Action:** Any trustee may move to alter or amend the draft Resolution or approve it as presented. After the motion there should be discussion and a vote.

Engagement of Consultants- Agenda Item 8

- Matter:** You will need to engage consultants quickly to complete the work required by law and the IGA.
- Status:** We have provided a proposal to serve as legal counsel. We can discuss the other consultants that may be required. Our proposal allows you to move forward simultaneous to seeking proposals from others.
- Immediate assistance of legal counsel is necessary to engage in executive session discussions which will be required to complete the IGA and begin its implementation.
- Action:** Consider whether to engage Seter & Vander Wall, PC for legal services or send out requests for proposals to others.

Proposed 2023 Budget- Agenda Item 9

- Task:** Substantial sums have already been collected for the District from its tax levy. A government like the District may not expend funds that have not been budgeted and appropriated by the board for use.
- Status:** We have reviewed the Boulder Library budget to determine how to approach this matter since we are in the middle of the fiscal year and the IGA has not been performed. In order to comply with Colorado Budget Law we have prepared a simple budget appropriating all anticipated tax revenue to the District General Fund for operating expenses. After approval, we will file the budget with the Colorado Division of Local Government and State Auditors office. The budget will be amended later in the year.

- Action:**
1. Accept a presentation of the proposed budget from legal counsel.
 2. Open a public hearing on the proposed budget noting the time and advising speakers that their comments should be limited to 3 minutes.
 3. Close the public hearing noting the time.
 4. Any Trustee may move to approve the:

RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE BOULDER PUBLIC LIBRARY DISTRICT, BOULDER COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023.

Presentation of Draft Intergovernmental Agreement Agenda Item 11

Task: Present the board with the draft Intergovernmental Agreement among the City, County and District to transition the city library into the District.

Status: The Attached SAMPLE Intergovernmental Agreement (“IGA”) is a form that we forwarded to the City of Boulder to use in its deliberations concerning the formation of a library district in April, 2019.

This SAMPLE Document is based on work we did to convert the Ft. Collins library to a library district and can serve as an overview of the issues to be addressed in negotiations for the final IGA.

Action: After discussion of the purpose and terms of the IGA the board may choose to:

- a. Schedule work sessions or special meetings for further evaluation and consideration; or,
- b. Move into executive session to address questions or begin discussions of same.

State Legislative Action on Mill Levies

Task: The legislature adopted new mill levy legislation to alleviate some of the tax burden increases caused by soaring property valuations.

Status: The 58-page legislation was just approved and we will provide an analysis and estimate of its effect on the District in the next report.

Action: None required.

Some Future Agenda Items

- a. Board of Trustee Bylaws
- b. Agreement with the County Treasurer regarding warrants and/or responsibility for district funds
- c. Notices to Boulder Library Staff of transition planning
- d. Insurance matters including director errors and omissions, public officials' liability coverage, trustee bonds, and workers compensation
- e. Public Deposit Protection Act and Employer Identification Numbers
- f. Exemption from State tax ID
- g. Colorado Open Records Act Resolution (CORA)
- h. Colorado State Archives Records Retention Schedule and Resolution
- i. Resolution regarding disposal of data containing personally identifying information
- j. Resolution regarding state Family and Medical Leave Insurance Program opt-in or opt-out

**INTERGOVERNMENTAL AGREEMENT
AMONG
BOULDER LIBRARY DISTRICT
CITY OF BOULDER, COLORADO
AND
THE COUNTY OF BOULDER, COLORADO**

RECITALS

a. The voters within the boundaries established for the **Boulder Library District** (the “**District**”) approved its formation and a levy of _____ mills on all property within the District at the general election on November 5, 2019.

b. The “legal service area” of the District defined in §24-90-103(4.5), C.R.S., consists of all property located within parts of west Boulder County including Eldorado Springs, Gross Reservoir, Sugarloaf, Gold Hill, and Jamestown; and all property within the boundaries of area bound on the north by Altona and Oxford Rd.; on the east by 95th St. from Niwot south to South Boulder Rd. and McCaslin Blvd.; on the south by the boundary of Boulder County, as depicted in Exhibit A.

c. Pursuant to §24-90-107(3)(g), C.R.S. the **City of Boulder, Colorado** (the “**City**”) and **Boulder County, Colorado** (the “**County**”) are required to “forthwith establish such library and provide for its financial support beginning on or before January 1 of the year following the election.”

d. On _____, the Council of the City of Boulder passed a resolution establishing the District pursuant to § 24-90-107(3)(g), C.R.S., and on _____ the County took similar action.

e. Pursuant to §24-90-108(1), C.R.S., as amended, the City and the County appointed a seven-member board of trustees in which the management and control of the Library District has been vested. The first meeting of the **Boulder Library District Board of Trustees** (the “**Board of Trustees**”) was held on _____. A list of the appointed Trustees and their elected officers is attached as **Exhibit B**.

f. Pursuant to § 24-90-107(3)(h), C.R.S., the City, the County and the Library District are required to enter into an intergovernmental agreement within ninety days of the appointment of the board of trustees that “shall set forth fully the rights, obligations, and responsibilities, financial and otherwise,” of the City, the County and the Library District.

g. The parties desire to enter into this Intergovernmental Agreement to ensure that the transfer to the Library District of assets and liabilities held by the City or the County for the benefit of the former **Boulder Public Library** (the “**City Library**”), including all real and personal property,

be effectuated in a manner that serves the best interests of the citizens of the Library District, the City and the County.

h. The Parties' goal will be a transfer of management and operation of the City Library from the City to the Library District on December 31, 2020.

NOW, THEREFORE, the City, the County and the Library District agree that their rights, obligations, and responsibilities are as set forth in this Agreement.

AGREEMENT

ARTICLE I: OBLIGATIONS AND RESPONSIBILITIES OF THE LIBRARY DISTRICT

Section 1.1 General Obligations. The Library District shall operate, provide, and maintain public library services for citizens residing within its Service Area in a manner consistent with the Colorado Library Law, § 24-90-101, *et seq.*, C.R.S., as amended, this Agreement, and the bylaws and policies of its Board of Trustees.

Section 1.2 Powers of Trustees. The Board of Trustees shall have all powers and duties delegated to it under §24-90-109, C.R.S., as amended from time to time.

Section 1.3 Reimbursements for City and County Services.

Section 1.3.1 The District will pay the following for services provided::

a. the sum of \$_____ to the County for (half?) the cost of the 2019 election on or before August 1, 2020; and,

b. sufficient funds to the City to reimburse it for costs associated with the operations of the City Library from January 1, 2020 through midnight, December 30, 2020 up to and including the sum of \$_____ already appropriated by the City for library services; and

c. The City for any additional services, personnel, materials or equipment requested by the Board of Trustees before December 31, 2020 in writing for the growth, expansion or improvement of library services already provided by the City Library.

Section 1.3.2 For calendar year 2020, the District will pay the City to provide the District with the support services described in Section 2.1.

Section 1.4 Reserves Policy and Plan. The District will establish an emergency reserve as required by Article X, Section 20(5) of the Colorado Constitution and may establish other financial reserves consistent with Board adopted policy. The District will report to the City and County on the status of the reserves on an annual basis, pursuant to the annual report required below.

Section 1.5 Annual Report. No later than March 31 of each year, beginning March of 2020, the District will provide a written annual report to the City and County (“Annual Report”). The contents of the Annual Report shall include, but not be limited to, the current state of the library system, goals and projections for the coming year, a summary of the current adopted budget, status of reserve accounts, and such other statistics and information as the Board of Trustees deems to be of public interest. The information in the Annual Report shall also be presented publicly to the City Council and to the Board of County Commissioners at such times as each body and the District may agree. The District shall also make available to the City and County a copy of its audited financial statements for the previous fiscal year when available and submitted to the Office of the State Auditor in compliance with Section 29-1-606(3), C.R.S.

Section 1.6 Annual Meeting. The City Council and Board of Trustees, or subcommittees thereof, shall meet annually (or as otherwise agreed between them) to discuss issues of common interest and concern, upon the request of either party. The annual verbal report to Council in a public meeting, as required by Section 1.5, may, upon mutual agreement, be sufficient to meet this requirement. This requirement shall remain in effect for five years following the effective date of this agreement and shall be thereafter renewable, by mutual agreement, in three-year increments. The Board of County Commissioners shall be notified of these meetings and invited to participate.

ARTICLE II: OBLIGATIONS AND RESPONSIBILITIES OF THE CITY

Section 2.1 Support Services. Beginning December 31, 2020, the City will provide administrative and support services to the District at cost. For the period beginning December 31, 2020 and ending on December 31, 2021, these services shall include the following services and costs. In purchasing these services, the District intends to follow the City’s policies and procedures. Where the City Manager or City Council has the authority to make exceptions to policies and procedures on behalf of the City, the District Director or Board of Trustees, respectively, will have the same authority to make exceptions to these policies and procedures on behalf of the District.

- a. Accounting and Accounts Payable Services\$
- b. Payroll Services\$
- c. Human Resources Services
 - 1. General\$
 - 2. Training.....\$
 - 3. Benefits\$
 - 4. Wellness.....\$

Total:\$
- d. Risk Management Including Insurance Coverage..... \$
- e. Purchasing \$

- f. Information Technology
 - 1. Fixed Costs (messaging, internet etc.).....\$
 - 2. Variable Costs (network services and support).....\$
- g. Facilities Maintenance\$

These services that are available to the District are described in more detail in **Exhibit C** (the “**City Support Services**”).

Section 2.1.1 The City will provide any or all of the City Support Services to the District at cost as defined in **Exhibit C**, for years subsequent to 2021, so long as the City is providing those same services to its own departments, upon written notice of the desired services from the District on or before August 1 of the year preceding the year for which services are sought.

Section 2.1.2 The City may terminate the City Support Services at the beginning of any fiscal year after at least one full year’s notice to the Board of Trustees of its intention to do so.

Section 2.2 Library Finances. The constituents of the District approved a ___ mill levy to support the District.

Section 2.2.1 Public Library Fund. Pursuant to § 24-90-112(2)(a), C.R.S., as amended, all moneys generated for library district purposes shall be delivered to the custody of the City Chief Financial Officer and credited to a special fund known as the “Public Library Fund.”

a. Pursuant to § 24-90-112(2)(a), C.R.S., as amended, all moneys in the Public Library Fund, together with all interest income that accrues thereon, shall continue to be used only for library purposes at the direction of the District. Individual expenditures must be made only in accordance with the District’s bylaws, and after adoption of an approved budget.

b. Pursuant to § 24-90-112(2)(a), C.R.S., as amended, effective December 31, 2020, money held in the Public Library Fund shall be expended only upon approval by the President of the Board of Trustees or his or her designee as established in the District Finance Policy.

c. The Board of Trustees of the District may require the City Finance Director to transfer all or a portion of the Public Library Fund into the custody of the Board of Trustees pursuant to § 24-90-112(2)(c), C.R.S., as amended. However, in the event the Board of Trustees does so, it shall carry a bond for such purpose, make monthly accountings and cause an annual audit to be performed as required by law.

Section 2.2.2 Reserve Donation Fund. All donations previously received by the City on behalf of the library from the Friends of the Library or other donors shall be deposited into the Public Library Fund. An accounting of the **Reserve Donation Fund** is attached as **Exhibit D**.

Section 2.2.3 Library Fines. The City will deposit into the Public Library Fund any balance(s) accrued as of December 31, 2020 related to library late fees or non-returned materials.

Section 2.3 Technology Services. The City and the District believe it is in the best interest of the people of Boulder and the District to retain their distinct technological systems where appropriate, but to also cooperatively operate in specific shared technological environments that provide the highest service and most value for citizens. The parties further recognize the importance of I.T. (a/k/a Management Information Systems or “MIS”) resources and infrastructure. Each year, in advance of the City and District’s respective budget cycles, the Library and the City will conduct a review of MIS service, resources, infrastructure and costs and modify the list and terms of service as mutually acceptable.

Section 2.3.1 The City and the District agree to cooperate in the provision of I.T. services as described in this Section 2.4.

Section 2.3.2 Existing technology and infrastructure shall be shared and conveyed as agreed to by the City and the District.

Section 2.4 Appointment of Trustees. The City and County, shall be responsible for appointing trustees to the initial Board of Trustees, which will be done through a committee made up of two (2) members of each legislative body with ratification of appointments by both legislative bodies, pursuant to §24-90-108, C.R.S. Thereafter, the committee shall delegate the authority to recommend trustees to the Board of Trustees.

ARTICLE III: EMPLOYMENT AND PERSONNEL

Section 3.1 City Library Employees. A list of city library employees as of November 5, 2019 is attached as **Exhibit E** (the “**City Library Employees**”). City Library Employees shall continue to be employees of the City through December 30, 2020, at which time their employment with the City will terminate.

Section 3.2 Transfer of City Library Employees to the District. The expectation is that all City Library Employees employed on December 30, 2020 will become District library employees on December 31, 2020 by the process described herein.

Section 3.2.1 On or before December 15, 2020, the District shall make offers of employment to all City Library Employees to be effective December 31, 2020.

a. The District will strive to offer salaries, pay grades and benefits generally comparable to those provided by the City for the City Library Employees. However, benefits may vary.

b. On December 31, 2020, the District shall be responsible for the payment of salary and wages and its share of any retirement benefits, state and/or federal taxes,

workers compensation insurance, and unemployment insurance for these employees, and shall be responsible for the defense and indemnification of such employees pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

c. The City is responsible on December 31, 2019 for employees' accrued annual leave time. The City will remit funds to the District for accrued annual leave time as of December 31, 2019 (i.e., to the extent a City Library Employee determines to "roll over" accrued annual leave time (accrued prior to January 1, 2020) as opposed to taking a "pay out," the City will remit funds to the District to enable the District to compensate the employee for such leave time).

d. On December 31, 2020, the District shall be responsible for the payment of annual leave time accrued by the City Library Employees in 2020.

e. Any comp time accrued by City Library Employees up through December 30, 2020, will not roll over, but will be paid out by the City.

Section 3.2.2 At midnight December 30, 2020, the City will eliminate all City Library positions and will no longer have City Library employees.

a. The City will examine means of distribution and/or payment of unused accrued annual vacation to minimize the tax consequences for transitioning employees.

b. Through December 30, 2020, the City shall be responsible for the payment of salary and wages, and its share of retirement benefits, state and/or federal taxes, workers compensation insurance, and unemployment insurance for City Library Employees, and shall be responsible for the defense and indemnification of such employees pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended.

Section 3.2.3 The City agrees to allow District employees to participate in City-sponsored training classes when space allows and if the District pays any required fees.

ARTICLE IV: REAL PROPERTY

Section 4.1 "City Library Facilities."

Section 4.1.1 The City owns and/or operates real property on which public library facilities are situated, as more specifically described in "Exhibit F" that is attached hereto and incorporated herein by this reference. Such public library facilities are located at the following addresses within the legal service area of the Library District:

- a. Downtown Main Library Building – owned and operated by the City (1001 Arapahoe Avenue);
- b. George Reynolds Branch Library– owned and operated by the City (3595 Table Mesa Drive);

- c. Carnegie Library for Local History– owned and operated by the City (1125 Pine Street);
- d. Meadows Branch Library– owned and operated by the City (4800 Baseline Road);
- e. NoBo Corner Library—owned and operated by the City (4600 Broadway);
- f. Office space located at ().

The District has commenced, and will complete within 18 months of the date of this Agreement, preparation of a strategic plan which will evaluate how the District can best utilize the above City Library Facilities to carry out its voter-mandated charge to provide library services (“Strategic Plan”). The Strategic Plan will take into account the following provisions relating to the City Library Buildings.

Section 4.2 Conveyance and Use of Property and Rights.

Section 4.2.1 George Reynolds Branch Library.

Section 4.2.2 Meadows Branch Library.

Section 4.2.3 NoBo Corner Library.

Section 4.2.4 Carnegie Library for Local History. Funds were provided in the early 1900s by Andrew Carnegie to be used for a library building for the citizens of Boulder County. The County gave its interest in using the Carnegie library building to the City for provision of library services by the City to all area residents.

Section 4.2.5 Main Library. The parties recognize that the Main Library is an integral part of downtown Boulder. The District agrees to continue providing services out of the Main Library and to the extent the Strategic Plan supports expansion of such facility, the District will expand it accordingly. On or before December 31, 2020, the City shall convey by special warranty deed, fee simple interest in and to the Main Library. Such conveyance will be subject to any easements of record, and with the City retaining any necessary easements for existing City utilities running on, under or through the property.

Section 4.2.6 Prior to the conveyances by the County to the Library District of the real properties and improvements thereto as described in Exhibit F, the Library District shall occupy such premises for the operation and maintenance of the public library facilities, and shall not compensate the City for such occupation in the form of rent or any other monetary payment.

Section 4.2.7 Until the date of the conveyances by the City to the Library District of the real property and improvements described in Exhibit F, the City shall continue to maintain adequate general liability, property, and casualty insurance on such properties, in at least the minimum amounts as may be required under Colorado law, either through a program of self-insurance or through a commercial insurance broker licensed to do business in the State of Colorado.

ARTICLE V: TRANSFER OF PERSONAL PROPERTY

Section 5.1 No later than December 31, 2020 the City shall convey to the District the following items of personal property that are owned by the City and were purchased with funds budgeted for library purposes or donated specifically for library use:

- a. All books, magazines and collections of other materials;
- b. All furniture, shelving, and other items that are not fixtures;
- c. All computers, computer software/hardware/programs and related research and/or office equipment and supplies;
- d. Miscellaneous items of personal property including those listed in **Exhibit G**; and
- e. All other items of personal property otherwise used or housed exclusively in City Library Facilities.

ARTICLE VI: ASSIGNMENT OF CONTRACTUAL RIGHTS AND DELEGATION OF DUTIES AND LIABILITIES

Section 6.1 To the extent legally possible, effective December 31, 2020, the District shall assume all contractual rights and obligations of the City entered into solely for library purposes, as more particularly described in **Exhibit H, ASSIGNED CONTRACTS**.

Section 6.2 Following the execution of this Agreement the City shall not enter into any contracts for the benefit of the City Library, whether for supplies, services, capital improvements or any other purpose, that are not within the ordinary course of library business, without consent of the Board of Trustees.

ARTICLE VII: OBLIGATIONS AND RESPONSIBILITY OF THE COUNTY

Section 7.1 **Appointment of Trustees.** The City and County, shall be responsible for appointing trustees to the initial Board of Trustees, which will be done through a committee made up of two (2) members of each legislative body with ratification of appointments by both legislative bodies, pursuant to §24-90-108, C.R.S. Thereafter, the committee shall delegate the authority to recommend trustees to the Board of Trustees.

ARTICLE VIII - MUTUAL UNDERSTANDINGS

Section 8.1 **Jurisdiction and Venue.** The laws of the State of Colorado shall govern the interpretation, validity, and effect of this Agreement. The City and the District agree that venue for any disputes arising under this Agreement shall be in Boulder County, Colorado.

Section 8.2 Compliance with Laws. In connection with the negotiation and performance of this Agreement the parties state that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violations of such provisions are present. The parties agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records that are considered to be “Protected Health Information.” The parties agree to comply with § 24-73-101, *et seq.*, C.R.S. and any other federal or state laws concerning the confidentiality or privacy of any information contained in the records accessed under or in association with this Agreement.

Section 8.3 Assignability. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable without the prior written consent of all parties.

Section 8.4 Waiver. Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver of any other provision, unless such waiver has rendered future performance impossible.

Section 8.5 Force Majeure. Except as otherwise provided by Colorado law, neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, riots, fires, floods, earthquakes, or other acts of God.

Section 8.6 Notice. Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed via Federal Express; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an electronic mail transmission was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For the County:

Board of County Commissioners
Boulder County Courthouse
Third Floor
1325 Pearl Street
Boulder, CO 80302
303-441-3500

Boulder County Attorney’s Office
Boulder County Courthouse
Fifth Floor
1325 Pearl Street
Boulder, CO 80302
303-441-3190

For the Library District:

Board of Trustees
Boulder Library District

Seter & Vander Wall, P.C.
7400 E. Orchard Rd., Ste 3300
Greenwood Village, CO 80111
Phone: (303) 770-2700
Facsimile: (303) 770-2701
Email: kseter@svwpc.com

For the City:

City Manager
Attn. Jane S. Brautigam
1777 Broadway
Boulder, CO 80302
303-441-3090
brautigamj@bouldercolorado.gov

City Attorney
Attn. Tom Carr
1777 Broadway
Boulder, CO 80302
303-441-3020
carrt@bouldercolorado.gov

Section 8.7 Integration. This Agreement contains the entire understanding of the parties and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties.

Section 8.8 Paragraph Headings. Paragraph headings are inserted for the convenience of reference only.

Section 8.9 Intended Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Agreement are for the sole and exclusive benefit of the City, the County and the District.

Section 8.10 Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

Section 8.11 Authorization. Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the City, the County and the District have signed this Agreement to be effective on the date last signed below.

**BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY, COLORADO**

Chairman

ATTEST:

Date

Approved as to form:

Boulder County Attorney

**BOULDER LIBRARY DISTRICT
BOARD OF TRUSTEES**

President

ATTEST:

Date

Approved as to Form:

Secretary

Seter & Vander Wall, P.C.

CITY OF BOULDER, COLORADO

Mayor

ATTEST:

Approved as to Form:

City Clerk

City Attorney

EXHIBIT A

Library District Legal Service Area

DRAFT

EXHIBIT B

Library District Board of Trustees

Appointed

[DATE]

§24-90-108, C.R.S.

DRAFT

Exhibit C

City Support Services and Determination of “Cost”

Accounting – Treasury

Maintain accounting records, prepare journal entries, provide banking and investment services, provide summary and detail transaction reports, provide accounting assistance as needed, notify District staff of any areas of concern noted. Charges based on processing costs for the Finance Department including assigned accounting staff.

Accounts Payable

Process and mail or make electronic vendor payments in compliance with procedures in effect for the City and adopted by the District. Process District employees purchasing card transactions and prepare and provide reports to District staff of purchasing card activity. Record transactions as directed by District staff. Assist in resolving errors and discrepancies. Prepare 1099 forms for applicable Library vendors. Provide all forms and supplies needed for the accounts payable function. Maintain documentation of transactions in compliance with established archive requirements. Charges are based on the proportion of District activity compared to citywide activity based on number of receivings.

Payroll

Process biweekly payroll and distribute paychecks or direct deposits to District staff for distribution to District employees. Assist in transaction analysis as requested. Provide all forms and supplies needed for the accounts payable function. Process payroll tax deposits, benefits payments and other withholdings when due. Prepare quarterly and annual payroll tax deposit forms, employee W-2's and remittance forms. Maintain documentation of payroll records in compliance with established archive requirements. Charges are based on the proportion of District activity compared to citywide activity based on number of employees.

Human Resources

Provide all human resource services including maintenance and access of personnel files, application posting, acceptance and processing, drug and background investigations, benefits management, employee training and the Wellness Program. This includes access to exercise rooms and participation in special programs such as health fairs, blood drives and flu shots. Charges are based on the proportion of District activity compared to citywide activity based on number of employees.

Purchasing

Process purchase orders, requisitions and other documents needed to acquire vendor goods and services. Assist in issuing and evaluating District bids and requests for proposals (RFP's). Provide all forms and supplies needed. Allow District to participate

in City bids and RFP's where appropriate (such as custodial services). Maintain purchasing records in compliance with established archive requirements. Charges billed on per PO/bid/RFP activity of \$150/PO, \$75/MO,\$1500/bid-RFP, \$750/contracts not relative to bid for RFP.

Operations – Facilities

Provide maintenance and repair of District-used facilities as requested and approved by District staff. Charges billed per work order. Materials and outside labor billed at cost. City labor billed at rates established for city departments as listed in the city's budget manual.

Custodial services will be provided by the city-approved vendor. Charges for these services are based on the proportion of District activity compared to citywide activity based on building square footage with an administrative fee of \$3,000 for contract management.

MIS

Provide specific technology services that support other City of Boulder service providers (including MIS support of financial and Human Resources systems; provision, access and support of voice, data and other telecommunications networks; Internet access services; web services; email and calendaring (groupware) services; consultation and others as specified in this agreement. Services provided by the City are billed to the District at City cost.

Due to the fundamental importance of a stable technological environment and the changing nature of technology, the Library District and MIS will meet annually in advance of District and City budget cycles to review the services and costs, and make any necessary adjustments to the slate of MIS services purchased by the District.

Mail Services

Provide mail services including inter-City/District mail, mail pickup and delivery, and regular and bulk mailing. Charges for these services will be billed in the same manner and at the same rates charged to City departments.

Exhibit D

**Reserve Donation Fund
Accounting**

DRAFT

Exhibit E

**City Library Employees
To be
Transferred to the District**

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Exhibit F

Library Facilities Legal Descriptions

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Exhibit G

Personal Property Inventory List

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Exhibit H

Assigned Contracts

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