

BOULDER PUBLIC LIBRARY DISTRICT

-SPECIAL MEETING-

Tuesday, June 13, 2023

Boulder Public Library

1001 Arapahoe Avenue

Boulder, CO 80302

and

Via Zoom

6:00 p.m.

Join Zoom Meeting

<https://tinyurl.com/yckjjw7v>

Board of Trustees

Benita Duran

Jennifer Yee

Sylvia Wirba

Doug Hamilton

Cara O'Brien

Sam Fuqua

Joni Teter

Term Expiration

2028

2028

2027

2027

2026

2025

2024

AGENDA

1. Call to Order
2. Declaration of Quorum
3. Public Comment – in person or <https://tinyurl.com/yckjjw7v>
4. Updates from Legal Counsel (Kim Seter)
5. Consider Adopting Financial Policy and Process for Approval of Claims - Governance Subcommittee
6. Consider Resolutions and Approvals to Open Bank Accounts and Authorize Signers - District's Attorney
7. Approve Mountain States Employment Council Membership – David Farnan
8. Consider Approval of Contract to Engage Director of the Public Library District – District's Attorney
9. Consider Approval of Interim Intergovernmental Agreement with City and County – District's Attorney
10. Review and Consider Adoption of Board Bylaws - Governance subcommittee
11. Review and Consider Adoption of Trustee Handbook (based on BPL Commission handbook) - Governance subcommittee

12. Subcommittee Updates

13. Trustee Matters

14. Adjournment

NEXT REGULAR MEETING: Tuesday, June 20, 2023 at 6:00 p.m.

AGENDA ITEM 6

Resolution to Authorize Bank Accounts and Signers

§ 24-90-112(2)(a), C.R.S. makes the county treasurer the custodian of District funds until the Board of Trustees requests a transfer into its custody. See, § 24-90-112(2)(c), C.R.S. Practicality and the statute require:

- a. A bank or other deposit account,
- b. Insurance,
- c. Monthly accountings to the treasurer; and,
- d. An annual audit.

The Treasurer will recommend a bank or other depository. A draft motion to approve the deposit arrangement is attached. It can be approved as amended in the meeting today.

We have obtained a Public Deposit Protection Act number from the Colorado Banking Commissioner that ensures public deposits are protected beyond the \$250,000 limit of FDIC protection. This should satisfy the insurance requirement; but we will also obtain a fidelity bond for the Trustees.

The monthly accounting and audit will be discussed later; but, may simply consist of copying the treasurer on bank statements.

Recommended Motion:

I move the Board of Trustees approve Resolution Number 2023-6-1, a Resolution authorizing the Treasurer to open bank and other depository accounts and approving signers for the accounts, as amended.

**RESOLUTION
OF THE
BOARD OF TRUSTEES
BOULDER PUBLIC LIBRARY DISTRICT**

A RESOLUTION AUTHORIZING THE OPENING OF BANK AND/OR OTHER DEPOSIT
ACCOUNTS AND DESIGNATING AUTHORIZED SIGNERS FOR ELECTRONIC OR
OTHER PAYMENTS, DEPOSITS AND WITHDRAWALS

- A. The Boulder Public Library District was formed by authorization of the voters and citizens within the District boundaries in November, 2022 (the “**District**”).
- B. The citizens of the District authorized an *ad valorem* property tax mill levy and other sources of revenue to support the District’s public library services.
- C. The Treasurer of Boulder County currently collects and holds the funds designated for the Library District and will transfer those funds to the custody of the District’s Board of Trustees when requested.
- D. The Board of Trustees deems it in the best interest of the District’s citizens and the District that its funds be maintained in institutions qualifying for protection under the Colorado Public Deposit Protection Act, §§ 11-10.5-101 *et seq.*, C.R.S. (“**PDPA**”)(“**Qualified Institution**”).

NOW, THEREFORE, the Board of Trustees of the District RESOLVE as follows.

- I. Sylvia Wirba, in her capacity as the Treasurer of the Board of Trustees, is authorized to open all accounts deemed necessary and desirable in consultation and cooperation with Katherine Teter in her capacity as Chairman of the Board of Trustees in a Qualified Institution on behalf of and for the benefit of the District.
- II. The Treasurer and Chairman of the Board are authorized to sign on behalf of the District any and all deposit and other agreements required by the Qualified Institution to open and maintain such accounts.
- III. Authorized signers on the accounts are (per the policy) _____

IV. The Treasurer and Chairman are authorized and shall be deemed authorized to take all other actions necessary and/or desirable to fulfill the purpose of this Resolution.

ADOPTED AND APPROVED THIS 13TH DAY OF JUNE, 2023.

BOULDER PUBLIC LIBRARY DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

DRAFT

AGENDA ITEM 8

Director of the Boulder Public Library District

Statutory requirements have been satisfied to offer a contract to D Farnan to serve as the Director of the Boulder Public Library District.

The City's Code of Conduct contains several provisions that would preclude simultaneous employment with the District and the City. Those provisions are being waived by the City Council and City Manager in the Interim IGA which will be approved June 15. Accordingly, the proposed contract states that it is not effective until the City approves the waivers in the Interim IGA.

Recommended Motion:

I move the Board of Trustees authorize the President and Secretary of the Board of Trustees to sign and offer the contract to serve as Director of the Boulder Public Library District to David Farnan in the form presented with a 5-day deadline to respond.

BOULDER PUBLIC LIBRARY DISTRICT DIRECTOR

CONTRACT

This Boulder Public Library Director Contract (“**Contract**”) is entered into this 13th day of June, 2023 by and between the Boulder Public Library District (“**District**”) by its Board of Trustees (the “**Board**”), and David Farnan (“**Farnan**”).

RECITALS

A. The voters approved the formation of the Boulder Public Library District and a mill levy of 3.5 mills at the general election in November, 2022 (the “**District**”).

B. The City of Boulder (“**City**”) and the Board of County Commissioners of Boulder County (the “**County**”) ratified the appointment of a seven-member board of trustees of the District on May 2, 2023 (the “**Board of Trustees**” or “**Board**”).

C. Pursuant to § 24-90-107(3)(h), C.R.S., the City, County and District must 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, County and District (the “**IGA**”).

D. The IGA deadline is currently July 31, 2023 (the “**IGA Deadline**”).

E. The City and the District intend the operation and management of the Boulder Public Library system (“**City Library**”) be transferred to the District in a manner that serves the best interests of the District tax payers, the City and the County.

F. The Board of Trustees and other parties are negotiating an interim IGA to extend the IGA Deadline and provide other procedures to complete the IGA and the transition of library services from the City to the District (the “**Interim IGA**”).

G. Farnan is currently employed as Library Director of the City of Boulder, Colorado with a job description and responsibilities described on **Exhibit A** attached hereto (“**City Library Director Description**”).

H. The participation of Farnan in the role of City Library Director and his simultaneous participation in the operations and management of the District is essential to ensure a smooth and cost effective transition of the City Library to the management and ownership of the District, the completion of the IGA and fulfillment of the voters will as demonstrated in the November 2022 election.

I. The Board of Trustees have proposed an Interim IGA to the City Council (“**City Council**”) for the purposes of extending the IGA Deadline, establishing a means of communications and information flow to complete the IGA and transition of the City Library to the management and control of the District and to obtain waivers from the City necessary for Farnan to serve in both roles (the “**Interim IGA**”).

J. Farnan is willing to serve as both the City Library Director and to provide services to the District during the period to be covered by the Interim IGA (the “**Transition Period**”) and to serve as the Director of the Boulder Public Library District under the terms of this Contract. The Transition Period will be deemed to expire on the date stated in the IGA.

K. The Board of Trustees now desires to employ Farnan as Director of the Library District pursuant to the powers delegated to it in the Colorado Revised Statutes, Section 24-90-109(c), as amended; and

L. Farnan desires to serve as Director of the Library District.

AGREEMENT

I.

ENGAGEMENT AS DIRECTOR OF THE BOULDER PUBLIC LIBRARY DISTRICT

A. **Effective Date.** The following terms and conditions shall be effective upon approval and execution of this Contract by all parties and approval of the City Council of the Interim IGA.

B. **Employment.** Pursuant to its powers under § 24-90-109 (c), C.R.S., the Board of Trustees employs, and Farnan agrees to accept employment, as Director (“**Director**”) of the Library District during the Transition Period and thereafter.

II.

TRANSITION PERIOD EMPLOYMENT

During the Transition Period, Director will continue to serve in his position as City Library Director performing the duties described in Exhibit A for the City and facilitating the transition of the City Library to the District. The following shall apply during the Transition Period.

A. **Salary.** Director will continue to receive all salary and benefits from the City.

B. **Duties.** Director will assist in the gathering and evaluating of information requested by the Board of Trustees for negotiation of the IGA, establish vendor and other accounts of the District, and complete the final transition of the City Library to District operations and control through the completion of the IGA.

C. **Communications Facilitator.** Director will serve as the main point of communications between the District, the City and the City Library vendors and employees during the Transition Period regarding library operations and information relevant to the Final IGA. The City Manager will be the main contact for negotiations of the Interim and Final IGA for the City.

D. **No Executive Sessions.** Until the expiration of the Transition Period, Director will:

1. Provide all information requested that is not deemed confidential or privileged, but will not attend executive sessions of the Board of Trustees; and will,
2. Provide information requested but not attend executive sessions of the City Council.

III.

POST TRANSITION PERIOD EMPLOYMENT

Upon expiration of the Transition Period on the date set forth in the IGA, Director will devote full time and energy, and shall use his best efforts to promote the interests of the Library District and to perform the duties described in this Contract.

A. Term. This Contract is for a term commencing on the expiration of the Transition Period and ending December 31 of the subsequent year. Unless otherwise terminated, the Contract will automatically renew on January 1 each year for successive periods of one (1) year each, subject, however, to annual appropriation by the Board of Trustees and potential adjustment of salary and other matters to be agreed upon before December 15th of the preceding year. Farnan understands and agrees that he serves at the will and pleasure of the Board.

B. Duties. Shall lead and direct a program of library services for the residents of the Library District under the direction and review of the Board. Duties under this Contract include:

a. Leadership: To be a public presence for the Library District and a partner in community projects, inspiring community support through active involvement in community organizations and activities;

b. Planning: To lead a district-wide planning process to establish the mission, goals, and objectives of the Library District;

c. Policy Development: To assist the Board in developing policies that pertain to all aspects of Library District operations to promote exemplary service to the public;

d. Policy Implementation: To implement policies adopted by the Board with fairness and consistency;

e. Program Development: To direct the development and implementation of a variety of contemporary services that meet the diverse needs of public audiences in a friendly and helpful setting;

f. Collection Development: To grow and make easily accessible a first-class collection of print and non-print media that encompasses the ethnic and cultural diversity of the communities served by the Library District and that represents a wide variety of viewpoints;

g. Staffing: To build an organizational culture of service and commitment through selection and development of staff;

h. Employment Recommendations: To recommend individuals for employment by the Board consistent with the policy, staffing, and development needs of the Library District;

i. Finance: To formulate and administer an annual budget, implement investment strategies, and be accountable to taxpayers through regular reports to the Board and the public;

j. Communications and Marketing: To learn the service needs of the public and to provide frequent and on-going information to the public and staff regarding Library District services and operations;

k. Facilities: To maintain attractive, safe, comfortable, and convenient buildings and vehicles to serve the public;

l. Technology: To provide up-to-date technical software, equipment, training, and support for the public and the staff;

m. Foundation and Fundraising: To collaborate with the Boulder Public Library Foundation in establishing goals and priorities and actively participate in fundraising for the benefit of the library;

n. Professional Involvement: To engage the Library District in cooperative activities with other libraries, participate in activities of the State Library, and assume leadership roles in state, regional, and national library organizations;

o. Legislative Involvement: To inform the Board of opportunities to actively engage in advocacy for libraries at all levels of government- local, county, state, and federal;

p. Board Meetings and Reports: To prepare the agenda for each Board meeting, present a monthly report of library activities to the Board, and submit an annual report to the State Library and appropriate local governments;

q. Other: To be responsible for any other reasonable acts or duties, consistent with the foregoing, as may be prescribed by the Board or are necessary for the orderly and efficient management and control of the Library District.

C. Compensation. For the initial term of this Contract, annual compensation shall be the same as currently paid by the City for the City Library Director position. Thereafter, annual compensation for services under this Contract shall be the amount determined by the Board and to be set forth on Schedule B that will be attached to this Contract. The compensation shall be payable the same manner as the compensation of Library District employees. The Board may from time to time review the compensation to be paid under this Contract and may increase or decrease said compensation as it deems appropriate. Upon the request of the Board, Director will participate in performance and compensation reviews with the Board or any subcommittee designated for this task.

D. Vacation, Sick Leave, and Holidays. The Director shall be entitled to paid vacation leave based on his original date of hire as provided in Library District personnel policies, as amended from time to time or as otherwise required by the IGA.

E. Insurance Coverage and Retirement Benefits. Director shall be included in the life and health insurance coverage and retirement benefits available to all full-time salaried employees of the Library District.

F. Reimbursements. Director shall be reimbursed by the Library District for the following employment-related expenses upon submission of Library District reimbursement forms and related documentation:

a. Conference attendance for professional organizations, to a maximum per year as set forth in the Library District budget.

b. Registration fees, lodging, and meals for seminar or meeting attendance to a maximum per year as set forth in the Library District budget.

c. Business meals, to a maximum per year as set forth in the Library District budget.

Mileage reimbursements at the rate and for the purposes allowed by the Internal Revenue Service.

G. Termination.

a. Termination Without Cause. This Contract may be terminated by either party for any or no reason upon not less than one hundred eighty (180) days written notice.

b. Termination for Cause. This Contract may be terminated by either party for cause at any time. In the event of termination for cause, which shall be determined in the Board's sole discretion, Director will be paid accumulated Paid Time Off, if any, as provided in the Personnel Manual for full-time salaried employees.

"Cause" for purposes of this Agreement may be defined as: (i) fraud, misappropriation or embezzlement of District funds or property; (ii) intentional breach of the provisions of this agreement; (iii) repeated willful failure to perform services hereunder; and/or (iv) incapacity; and, (v) articulated reasons deemed appropriate by a majority vote of the Board.

H. Miscellaneous.

a. Contract Employee: The Director position is a contract position, is governed entirely by this Contract and is not subject to Library District Personnel Policies except as specifically provided herein.

b. Governing Law: This Contract shall be governed by the laws of the State of Colorado.

c. Acknowledgement of Public Record: Director acknowledges and agrees by his signature below that the amount of salary and benefits paid pursuant to this Contract are a matter of public record, which may be disclosed by the Library District and Board.

d. No Waiver of Right to Enforce: The failure of either party to enforce any of the provisions of this Contract shall not be construed as a waiver of such provisions or terms, nor shall the right of that party thereafter to enforce such terms or provisions be impaired.

e. Delegation of Duties: Director may delegate or assign the duties and obligations set forth in this Contract to the extent authorized by the Board, but no such delegation or assignment shall relieve Director of the responsibility for the delegated obligation or duty.

f. Entire Agreement: This Contract constitutes the entire agreement between the parties hereto, and there are no agreements or understandings relating to the subject matter hereof which are not fully set forth within this Contract. All prior discussions concerning the subject matter hereof are merged herein and superseded hereby. No modification, amendment, or revision of this Contract shall have any force or effect unless set forth in writing and executed by both parties hereto.

g. Notice: All notices required or permitted under this Contract shall be in writing and shall be deemed given when personally served on the Director, the Board of Trustees or the President of the Board of Trustees.

[THIS AREA INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Boulder Public Library District

Katherine J. Teter, President

Attest:

David Farnan

DRAFT

SCHEDULE A CITY LIBRARY DIRECTOR DESCRIPTION

Library Director

- Job Code LIB_10371
- Include Job Code in Name
- Job Profile Summary
Under the general direction of the City Manager and supervision of a Deputy City Manager, the Director serves as the leader of the Boulder Public Library and its primary public representative. Under the City Manager's direction, and in partnership with the staff, elected and appointed officials, and key stakeholders, the Director:
 - ensures that the Library fulfills its mission and creates strategies that ensure its future success,
 - leads the department through the development of strategic and annual work plans, by directing and guiding departmental projects, services and programs,
 - is responsible for management and supervision of staff, facilities, and public services of the library system,
 - provides professional guidance and acts as a policy advisor to the City Manager's Office, City Council, Library and Arts Commissions, and other groups, and
 - is responsible for fiscal strategies, budget development and administration of library expenditures and revenues.
- Job Description

LEADERSHIP COMPETENCIES

As a leadership position within the City's Management Team, the Director is expected to have and utilize the following competencies:

- **Managing Vision and Purpose:** anticipates future trends and integrates possibilities into a clear vision; communicates that vision in an inclusive and compelling fashion that inspires others.
- **Building Effective Teams:** aligns the team with a common vision; provides the necessary structure and support for the team to achieve successful results, always celebrating the group effort.
- **Strategic Agility:** continuously adapts and adjusts; strategizes to allow for innovative solutions that best fit the organization; actively monitors possible implementation problems and evolving needs, and selects efficient and effective alternatives.
- **Political Savvy:** creates consensus through good inter-personal skills and has a strong understanding of political issues, maintaining high ethical standards while also working subtly and effectively with the existing organizational structure; avoids missteps by calculating the outcome and consequences of alternative courses of action based on a realistic assessment of the situation; is fully aware of the political landscape and adjusts actions, as necessary, to avoid pitfalls.
- **Innovation Management:** actively solicits and fosters the ideas of others; evaluating their practical and creative merits as solutions to current and future problems, thereby improving the services valued by customers.
- **Interpersonal Savvy:** hears and understands the unspoken as well the partially spoken thoughts, feelings, and concerns of others; relates appropriately to a wide variety of people of diverse backgrounds even in high-conflict situations.
- **Managerial Courage:** sustains and reinforces excellent performance of others by identifying clear and relevant measures of success; deals directly with difficult staff

issues, interpersonal problems and emotionally charged situations; is unafraid to speak the truth to all levels and positions and does so with tact and skill.

Duties & Responsibilities

The following list identifies principal duties and responsibilities of the job. It is not a definitive list and other duties may be assigned by the City Manager and/or her/his designee.

1. Plans, organizes, and directs all activities concerning the administration of library services to the City of Boulder, including all library facilities.
2. Oversees the employment, retention, promotion, transfer and termination of library personnel consistent with approved city policies, rules and regulations.
3. Represents the library system at various professional conferences and public meetings; makes presentations, gives speeches, attends and chairs meetings and acts as a spokesperson with the media when appropriate.
4. Creates a climate of acceptance for new library concepts, programs and services, and a positive high-quality image of the Boulder Public Library, highlighting its quality and high standards through personal and professional contact with the City Manager, Library Commission, City Council, and other City of Boulder departments; federal, state and local elected and appointed officials, local and regional media; civic organizations; professional associations and colleagues.
5. Oversees administration of library functions including but not limited to: implementing the Library Master Plan and developing strategic plans and annual work programs; directing and guiding work on departmental projects and programs; coordinating and managing complex projects; administering the department budget; and developing and maintaining strong collaborative partnerships with library stakeholders.
6. Promotes a culture that reflects the organization's values, encourages excellent performance, and rewards high productivity and innovation.
7. Provides leadership and sets strategic direction of the Library organization to achieve the city's social, economic, and environmental goals and to implement the library's work plan.
8. Acts as the staff liaison with the City Council-appointed Library Commission, established in Boulder's City Charter, and the city's community arts grants program and staff support to the City Council-appointed Arts Commission.
9. Ensures that the Library provides excellent customer service through solution-oriented staff response to customer needs and by responsiveness and continuous improvement of the organization, while balancing the needs of the city.
10. Promotes, develops and maintains positive working relationships with colleagues and customers such as key stakeholders and groups, higher education institutions such as the University of Colorado and Naropa University, the business community, Boulder Valley School District, non-profit agencies, neighborhood groups; other regional libraries and districts statewide, and national library organizations.
11. Other:
 - Performs related duties as required to meet the needs of the city.

- Attends night meetings primarily for Library and Arts Commissions and City Council and occasionally other boards and commissions. Also attends public meetings and other events occurring outside of normal work hours including nights and occasionally weekends.
- Takes proper safety precautions to prevent accidents, and is responsible for the safety of self, others, materials, and equipment. Uses all required safety equipment and follows all safety regulations, policies and procedures. Reports all accidents and damage to city property.
- Responsible for knowing and complying with all city and department policies; participating in professional trainings and development; and adhering to attendance and workplace attire policies.

MINIMUM REQUIREMENTS

KNOWLEDGE, SKILLS AND ABILITIES

- Exhibits a working knowledge of current management and leadership best practices, and the ability to apply these effectively to the Boulder Public Library.
- Ability to establish and maintain an effective working relationship with the Library Commission, City and State Officials, the Library's senior management team and other library staff, community officials, and the public. Willingness to assist and support coworkers, contribute ideas and maintain flexibility. Willingness to contribute to on-going development of Library-wide philosophy, mission and services. Ability to adapt to a rapidly changing environment.
- Skill in interpersonal communication. Excellent communication skills: strong listening, verbal, written, presentation and public speaking skills. Ability to do technical writing for policies, procedures, proposals, grants, reports, etc. Ability to effectively write correspondence, particularly when responding to issues raised by the public, elected and appointed officials. Strong mediation, facilitation, and diplomacy abilities, including the ability to work effectively with a wide range of individuals and groups in controversial situations. Well-developed customer service skills, and proven ability to support a solution-oriented staff response to customer needs.
- Commitment to and skill in supervising people. Willingness and ability to provide positive managerial example. Willingness and ability to foster an environment in which employees are self-motivated and can exhibit high morale. Capacity to recognize and utilize talents of others. Demonstrated leadership skills – the ability to engage staff and shape the culture of an organization, including in a collective bargaining group environment.
- Experience with strategic planning, organizational restructuring, facilities planning, financial management, library technology, best practice library operations, public presentations, community collaboration, management of boards and advisory committees, fund raising, community outreach, and cultural programming and the arts.
- Ability to strategize, conceptualize, consolidate support, and implement innovative programming and services to achieve an appropriate balance of traditional and technology-based methods and materials.
- A track record for developing, guiding and implementing innovative products and practices.
- Demonstrated ability to coordinate and manage complex projects involving competing

interests and objectives, effectively represent diverse interests, and objectively evaluate alternative approaches.

- A strong commitment to and the ability to integrate the broader perspectives of economic, environmental, and social sustainability into a larger vision and eventual work product.
- Willingness and ability to understand and support the fundamental principles of library services.
- Broad understanding and ability to oversee administration of information technology and to plan for the implementation of new technology as appropriate.
- Ability to make realistic budget proposals, to operate within established budgetary guidelines, and to identify and analyze budgetary impact of proposed service additions, enhancements or modifications.
- A track record of (a) solving problems and resolving issues in difficult, complex and/or contentious situations; and (b) producing high quality results relative to work plans, operations, and initiatives.
- Ability and willingness to navigate sometimes politically challenging environments, while maintaining focus and drive.
- Ability and willingness to work irregular hours including night and weekend meetings for boards and commissions, City Council and other events.
- Excellent computer software skills including, Microsoft Word, Excel, and PowerPoint.

REQUIRED MINIMUM QUALIFICATIONS

The ideal candidate will be a proven leader in the public or non-profit sector with experience in board/ commission relationships, managing and creating innovative services, managing and developing staff, fostering relationships with engaged stakeholders and customers, and developing revenue sources.

A Master's degree in Business Administration, Public Administration and/or Library and Information Sciences or in a related field, and at least eight years of experience managing and/or leading as a senior manager or Chief Executive Office in a complex organization and/or equivalent education and experience.

Valid driver's license. Have and maintain acceptable background information, including criminal conviction history, motor vehicle record and credit history.

DESIRED QUALIFICATIONS – In addition to the required minimum qualifications:

Prior work experience in a municipal public or university library system. Experience in a university community. Experience with promoting and managing arts and cultural programs. Experience with community sustainability efforts involving economic, social, and environmental sustainability. Experience in service industry and/or other related private sector experience. Experience managing staff in a union/ bargaining group environment.

Note: The above description is illustrative only. It is not meant to be all-inclusive.

WORKING CONDITIONS - Required Physical and Mental Effort, and Environmental Conditions:

Physical and Mental Effort: Sufficient clarity of speech and hearing or other communication capabilities that permits the employee to communicate effectively on the telephone and in person. Sufficient vision or other powers of observation that permits the employee to review, evaluate and prepare a variety of written documents and materials. Sufficient manual dexterity that permits the employee to operate computer equipment and other office equipment. Sufficient personal mobility and physical reflexes, which permits the employee to work in an office setting. Work may include extended periods of time viewing a computer video monitor and/ or operating a keyboard. Ability to work under stress from demanding deadlines, public contact, and changing priorities and conditions.

Work Environment: Works primarily in a clean, comfortable environment. Works in a setting subject to continuous interruptions and background noises.

Machines and equipment used include, but are not limited to the following: Frequently uses city vehicle, and standard office equipment including personal computers, telephones, calculators and copy/fax machines.

ACCOMMODATIONS: Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

The City of Boulder is committed to hiring employees who provide excellent customer service. Our employees act with a high level of integrity, and take responsibility for their words and actions.

City of Boulder employees strive to respect and appreciate each individual's differences, and to work effectively with all people and their diverse backgrounds. We support candid and honest interactions, which respect other points of view, and are sensitive to communication differences. We achieve organizational goals through inclusive problem solving, planning, and decision-making. Community partnerships are included in this effort.

All city supervisors are responsible for appropriately incorporating the principles of community sustainability into work on a routine basis; understanding and enforcing relevant collective bargaining agreements and management policies; hiring and firing supervised employees or making related recommendations; ensuring employees are trained initially and on an ongoing basis, as needed; providing appropriate feedback to employees by monitoring day-to-day performance; completing performance evaluations on time; correcting problems in employee work habits or performance in a timely manner; prioritizing and scheduling work functions and vacations; ensuring adherence to established safety standards; ensuring the timely completion and submission of all paperwork required by the city to process employee transactions, insurance or injury claims, etc.; maintaining related records; and ensuring the accuracy of reported time use.

**SCHEDULE B
ANNUAL EXECUTIVE DIRECTOR COMPENSATION**

1. The Library District agrees to pay an annual salary of \$_____ for the year _____. The salary shall be in effect from January 1, _____, unless this Schedule A is revised by the Library District or until employment is otherwise terminated pursuant to the Contract.

DRAFT

AGENDA ITEM 9

Interim Intergovernmental Agreement

The District, City and County are required to enter into an Intergovernmental agreement within 90 days to set forth “fully the rights, obligations, and responsibilities, financial and otherwise” of each. Additional time is needed to do so. The Interim IGA fulfills the requirements of § 14-90-107(3)(h), C.R.S.

The Draft IGA has two significant changes from the one you reviewed and approved last week.

1. Section 3.3 was added to state the District will pay the County \$34,768.00 for reimbursement of election costs as required by law and the County was added as a signer of the IGA.
2. Section 3.4 went through many revisions culminating the language provided.

The County will consider and likely approve the Interim IGA prior to the Library Board. The City will consider and likely approve on the 15th.

Recommended Motion:

I move the Board of Trustees approve the Interim Intergovernmental Agreement as presented and authorize the President and Secretary of the Board of Trustees to sign and deliver the signed copy to the City and County for execution.

**INTERIM INTERGOVERNMENTAL AGREEMENT
AMONG
BOULDER PUBLIC LIBRARY DISTRICT
AND
CITY OF BOULDER, COLORADO
AND
BOULDER COUNTY, COLORADO
(Pursuant to § 24-90-107(3)(h), C.R.S.)**

RECITALS

A. The voters approved the formation of the Boulder Public Library District and a mill levy of 3.5 mills at the general election in November, 2022 (the “**District**”).

B. The City of Boulder (“**City**”) and the Board of County Commissioners of Boulder County (the “**County**”) ratified the appointment of a seven-member board of trustees of the District on May 2, 2023 (the “**Board of Trustees**”).

C. Pursuant to § 24-90-107(3)(h), C.R.S., the City, County and District must 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, County and District (the “**IGA**”).

D. The parties intend the operation and management of the Boulder Public Library system (“**City Library**”) be transferred to the District in a manner that serves the best interests of the District residents, the City and the County.

E. The parties require more than the ninety-day period allowed by law to responsibly consider, deliberately negotiate and reach agreement on all necessary terms of a long-term IGA.

F. In the interim, the City will continue to operate the City Library as the District’s contractor under its existing budget while the parties work together to provide quality library services to the District residents and to consummate the permanent and final long-term IGA required by statute (the “**Final IGA**”).

NOW, THEREFORE, the City, County and the District enter into this Interim Intergovernmental Agreement (this “**Interim IGA**”) to set forth fully their rights, obligations, and responsibilities, financial and otherwise, through December 31, 2023 or the execution of the Final IGA, whichever comes first.

AGREEMENT

1. Term of Agreement. This Interim IGA is effective on the date last signed below and shall remain in effect until midnight, December 31, 2023 or as otherwise provided in the Final IGA.

2. Obligations and Responsibilities of the City.

2.1 *Library Operations.* The City will continue to operate, maintain and provide the library services currently provided by the City Library in the same manner and at the same level as provided for in the City's 2023 fiscal year budget, on a contractual basis to the District until termination of this Interim IGA. The City will consult with the District on any major decisions affecting the City Library, but will be responsible for any final decisions regarding operations. The City will not postpone payment of any expenses or fulfillment of any obligations to a later date and shall satisfy all obligations in the ordinary course of business from previously appropriated funds.

2.2 *Library Finances.* The City shall continue to collect, account for and use for library purposes, in the manner required by law, the City's policies or library rules, all revenues historically collected and used for library purposes.

2.3 *Fines and fees.* The City shall continue to set, collect and account for overdue and lost book fines, fees and other fees for library services to be delivered to the Library District at the expiration of this Interim IGA.

2.4 *Library Director/District Director.* The City and the District believe the assistance of the existing City Library Director, David Farnan, is necessary for each to operate during the Interim IGA period, reasonably negotiate the Final IGA and complete the transition of the City Library and its services to the ownership and operating control of the Library District at the least cost and in the most effective manner.

2.4.1 *Services as Director of the City Library and Library District Director.* The City and the Board of Trustees and Mr. Farnan believe both roles can be accomplished by Mr. Farnan alone.

2.4.1.1 *Services to the City.* Mr. Farnan will continue as the City Library Director ensuring the continued operations of the City Library system until the operations are transitioned to the District or midnight, December 31, 2023, whichever occurs first.

2.4.1.2 *Services to the District.* Mr. Farnan may serve as the Director of the Boulder Public Library District under contract to convey information and knowledge to the District and begin the work of developing programs, policies, budget and employees transitions for the District. Farnan shall not share or convey any information the City deems confidential or subject to attorney-client privilege or otherwise unrelated to the library transition.

2.4.1.3 *Compensation.* The City will continue to compensate and provide benefits to Mr. Farnan as budgeted by the City subject to any reimbursement obligations approved in the Final IGA.

2.4.2 *Avoidance of Conflicts.* During the term of this Interim IGA Mr. Farnan will participate in public sessions of the City Council and the Board of Trustees. Mr. Farnan will not participate in executive sessions of the City Council and/or the Board of Trustees until the Final IGA has been approved by both entities.

2.4.3. *Approval of Employment Outside the City.* In recognition of the benefits to the taxpayers, the City, and the District to be realized from utilizing Mr. Farnan in the transition of City Library services to the District, the City Manager has affixed her signature approving Mr. Farnan’s employment outside the City as Director of the District simultaneously with his employment as the City Library Director as required by Boulder Municipal Code § 2-7-5 (b).

2.4.4 *Waiver of Code of Conduct § 2-7-5 (e) and § 2-7-5-(d).* In recognition of the fact that it is in the best interest of the City and its citizens and also the Library District and its citizens to complete the transition of library services to the District in the most cost effective and efficient manner possible, which includes the City and the District utilizing Mr. Farnan’s expertise and experience with the City Library system in the transition, the City Council waives the prohibition against public officials and public employees appearing before or participating in any board, commission, task force or similar body or concerning any matter on which he may have taken any official action to allow Mr. Farnan to work with and for the City and the Library District during the term of this Interim IGA.

2.4.5 *Director of the Boulder Public Library District.* The District will propose a contract to Farnan to serve as the Director of the Boulder Public Library District effective upon authorization by the City under section 2.4.3 and 2.4.4.

2.5 *Facilitation.* Farnan will serve as a communications facilitator between the District and City during the transition period. The City and the District shall be given full access to all information held or accessible to either that is relevant to the transition matters. The City will provide the Board of Trustees access to City and City Library staff “subject matter experts” through coordination with Farnan.

3. Obligations and Responsibilities of the District.

3.1 *Powers of Trustees.* The Board of Trustees will exercise all powers and duties delegated to it under § 24-90-109, C.R.S.; as amended.

3.2 *General Obligations.* The District shall work with the City to provide library services through this Interim IGA in a manner consistent with the City Charter and Ordinances, the Colorado Library Law, § 24-90-101, *et seq.*, C.R.S. and the bylaws and policies to be adopted by the Board of Trustees.

3.3 *Reimbursement for County Services.* The District will pay to the County the cost of the 2022 election attributable to the District as required by § 24-90-107(3)(i), C.R.S.. The District intends to pay to the County the allocated cost of the District formation and funding election questions in the amount of \$43,768.00 as required by § 24-90-107(3)(i), C.R.S. at or before the execution of the Final IGA.

3.4 *Payment for City Services.* The District will reimburse to the City, the costs to operate the library system in 2023. The costs to operate the library include the funds appropriated by the city council and spent to construct, maintain, and operate the municipal library. The amount and method of payment of any reimbursements will be determined in the Final IGA.

4. Completion of Final IGA. The parties will make best efforts to negotiate mutually acceptable terms for, approve and execute the Final IGA by October 31, 2023, with the goal of transferring management and operation of the City Library system on January 1, 2024.

5. Additional Terms.

5.1 *Compliance with Laws.* In connection with the negotiation and performance of this Interim IGA and the Final IGA the parties state that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office) and that no violations of such provisions are present.

5.2 *Waiver.* Waiver of strict performance of the breach of any provision of this Interim IGA shall not be deemed a waiver of any other provision, unless such waiver has rendered future performance impossible.

5.3 *Notice.* Any notices allowed or required by this Interim IGA shall be deemed given when delivered to:

For the Library District:

Boulder Public Library District
1001 Arapahoe Avenue
Boulder, CO 80302

With a copy to:

Seter & Vander Wall, PC
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111

For the City:

City of Boulder
City Manager's Office
P.O. Box 791
Boulder, Colorado 80306

5.4 *Severability.* If any provision of this Interim IGA is determined to be unenforceable or invalid for any reason, the remainder of the Interim IGA shall remain in effect and be interpreted in the manner most consistent with the parties' intent manifest herein.

5.5 *Authorization.* Each party represents and warrants that it has the power and ability to enter into this Interim IGA, to grant the rights granted herein, and to perform the duties and obligation imposed on it.

IN WITNESS WHEREOF, the City and the District have signed this Interim IGA to be effective on the date last written below.

Boulder Public Library District

Katherine J. Teter, President

Date: _____

Attest:

Approved as to form:

Seter & Vander Wall, PC

Kim J. Seter, CO Atty: 14294

**City of Boulder,
a Colorado home rule city**

Nuria Rivera-Vandermyde, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

For purposes of acknowledging the extension of the period in which to enter into the Final IGA under § 24-90-107(3)(h), C.R.S. and the District's obligation in § 3.3 to reimburse County election costs:

BOULDER COUNTY

Claire Levy, Chair
Board of Boulder County Commissioners

Attest: _____
Clerk to the Board