AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agrmt; Library District

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Requesting BOCC approval and signature on the Intergovernmental Agreement between the BOCC and Gunnison County Library District.

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns with this agreement. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/10/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 10/9/19

Reveiwed by: Discharge Date: 10/9/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/10/2019

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 10/15/2019

Revised April 2015

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE GUNNISON COUNTY LIBRARY DISTRICT CONCERNING THE PROVISION OF LIBRARY SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made between the Board of County Commissioners of the County of Gunnison, Colorado and the Gunnison County Library District Concerning the Provision of Library Services (hereinafter "Gunnison County"), and the Gunnison County Library District, Board of Trustees, located at 307 N. Wisconsin, Gunnison, Colorado 81230 (hereinafter the "Library District").

RECITALS

WHEREAS, on December 18, 2007, the Board of County Commissioners of Gunnison County adopted Resolution # 2007-57, A Resolution Establishing a Library District and Merging the Gunnison County Public Library into the Library District Pursuant to the Colorado Library Code (hereinafter "Resolution"); and

WHEREAS, pursuant to the Resolution the Library District was established as of January 1, 2008, as a political subdivision of the state and as a "public library," as defined under Section 24-90-103(13)(a) of the Colorado Revised Statutes ("C.R.S."), as amended, to be operated and maintained for the free use of the public residing within its legal service area through moneys derived in whole or in part from local taxation, and to be open to the public a minimum number of hours per week in accordance with rules established by the state library; and

WHEREAS, pursuant to the Resolution, concomitant with the establishment of the Library District, the Gunnison County Public Library (hereinafter "County Library") was merged into and became part of the Library District, and no longer exists as a separate or distinct entity; and

WHEREAS, pursuant to the Resolution and Section 24-90-108(1), C.R.S., as amended, Gunnison County appointed a seven-member library district board of trustees (the "Library Board") in which the management and control of the Library District has been vested; and

WHEREAS, pursuant to the Resolution and 24-90-107(2)(e), C.R.S., as amended, Gunnison County and the Library District are mandated to enter into an intergovernmental agreement that "shall set forth fully the rights, obligations and responsibilities, financial and otherwise," of Gunnison County and the Library District; and

WHEREAS, on August 5, 2008, Gunnison County and the Library District entered into an Intergovernmental Agreement Between the Board of County Commissioners of the County of Gunnison, Colorado and the Gunnison County Library District Concerning the Provisions of Library Services (hereinafter the "2008 IGA"); and

WHEREAS, the 2008 IGA, Section 3.1 provides: "Pursuant to the Resolution, as of January 1st of each year, 9.19% of the then existing mill levy imposed on real and personal property in the legal service area which is allocated at that time by the Board of County Commissioners of Gunnison County, Colorado to the County Library for the establishment, operation, and maintenance of public library services, pursuant to §24-0-112, C.R.S., as amended, shall continue to be allocated by Gunnison County on behalf of the Library District unless and until the Library District obtains an independent mill levy…;" and

WHEREAS, Gunnison County, on behalf of the Library District, has placed on the November, 2019 ballot a formal request for voter approval of an independent mill levy; and

WHEREAS, Gunnison County desires to continue to allocate funding for the Library District; and

WHEREAS, the Library District desires to convey real property at Van Tuyl Property identified in Exhibit "A" attached hereto and incorporated herein to Gunnison County, at no cost, in consideration of and in order to facilitate Gunnison County's agreement to construct a new public library facility (the "New Library") on the Van Tuyl Property; and

WHEREAS, it is the intent of Gunnison County to finance the Construction of the New Library on the Van Tuyl Property and lease the Van Tuyl Property back to the Library District for the operation of the New Library, and upon satisfaction of conditions set forth herein, Gunnison County will convey the Van Tuyl Property and the New Library back to the Library District, in sole consideration of the Library District's operation and maintenance of the New Library;

NOW, THEREFORE, Gunnison County and the Library District agree that the rights, obligations and responsibilities of Gunnison County and the Library District shall be as set forth below.

ARTICLE I: OBLIGATIONS AND RESPONSIBILITIES OF GUNNISON COUNTY

Section 1.1 During calendar year 2020, and until the completion of the construction of the New Library, Gunnison County shall provide to the Library District funding for certain administrative and support services in connection with the New Library, which have been identified by Gunnison County and which include, but are not be limited to, the following:

a. Assistance with contract negotiation for design, engineering, and construction services.
b. Assistance with construction management.
c. Assistance with information technology infrastructure design and implementation.
d. Assistance with designing and implementing energy efficiency measures.

Section 1.3 Gunnison County shall be responsible for appointing trustees to the Library Board, pursuant to Section 24-90-108, C.R.S., as amended, and for any additional responsibilities as mandated under the Colorado Library Law, as amended. When considering appointments to the Library Board, Gunnison County may accept recommendations from the Library Board.

Section 1.4 Pursuant to 24-90-108(5), C.R.S., as amended, library district trustees shall be removed from office only by a majority vote of the Board of County Commissioners upon showing of good cause as defined in, but not limited to, the Library Board bylaws.

Section 1.5 Gunnison County will finance that portion of the construction of the New Library that is not funded by the Library District in accordance with Section 2.5 herein. This commitment is not unlimited and costs will be controlled through the County's contract with the Construction Manager / General Contractor and its ultimate decision making authority as owner.

Section 1.6 Gunnison County will provide the Library District with a lease agreement for the New Library on the Van Tuyl Property.

Section 1.7 Gunnison County will transfer ownership of the New Library and Van Tuyl Property upon which it sits to the Library District when all debts and costs regarding construction of the New Library

have been satisfied. All parties agree that the transfer of the property to the Library District is in the

best interest of the citizens of Gunnison County, which agreement is evidenced by resolutions of both the Gunnison County Commissioners and the Library Board, which have been adopted contemporaneously with this IGA.

Section 1.8 Gunnison County will include the Library District in its annual budgeting process.

ARTICLE II: OBLIGATIONS AND RESPONSIBILITIES OF THE LIBRARY DISTRICT

Section 2.1 The Library District shall operate, provide, and maintain public library services for the residents of Gunnison County residing within the legal service area of the Library District in a manner consistent with the Colorado Library Law, 24-90-101, C.R.S., as amended, this IGA, and the bylaws of the Library Board. Such duties will include the operation and maintenance of the New Library.

Section 2.2 The Library Board shall have those powers and duties as provided pursuant to 24-90-109, C.R.S., as amended.

Section 2.3 The Library District will convey the Van Tuyl property to Gunnison County for the purpose of the construction of the New Library. All costs of such conveyance shall be the responsibility of the Library District.

Section 2.4 The Library District will fund design, engineering, and planning for the New Library.

Section 2.5 The Library District will apply the principal gift of the Van Tuyl estate ($900,000.00) to the design, engineering, site development, and construction of the New Library. The Library District anticipates contributing, at its discretion, an additional amount of money for the New Library over and above the $900,000, in an amount and at a time as the Library District will determine in the future.

Section 2.6 The Library District will engage and fund a qualified Owner's Representative as part of the construction process for the New Library.

Section 2.7 The Library District will participate in Gunnison County's annual budgeting process.

ARTICLE III: CONTINUED ALLOCATION OF CURRENT MILL LEVY TAX

Section 3.1 If Gunnison County voters reject the Library District's question in November 2019, this IGA will terminate, and the existing 2008 IGA will remain in effect until such time as a subsequent ballot question is approved by Gunnison County voters.

ARTICLE IV: MUTUAL UNDERSTANDINGS

Section 4.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. Gunnison County and the Library District agree that exclusive venue for any disputes arising under this IGA shall be with the 7th Judicial District, Colorado.

Section 4.2 Compliance with Laws: During the performance of this IGA, Gunnison County and the Library District agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. Gunnison County and the Library District aver that they are familiar with Section 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and Section 18-8-401, et seq., C.RS. (Abuse of Public Office), as amended, and that no violations of such provisions are present.

Section 4.3 Neither this lGA, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable without the prior written consent of both Gunnison County and the Library District.

Section 4.4 Waiver of strict performance or the breach of any provision of this lGA shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

Section 4.5 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, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

Section 4.6 Any notices given under this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this IGA, any and all notices shall be addressed to the contacts listed below:

For Gunnison County:

Board of County Gunnison County Manager Commissioners of the County
200 E. Virginia Avenue of Gunnison, Colorado 81230
Phone: (970) 641-0248
Phone: (970) 641-0248
Fax: (970) 641-3061

For the Library District:

Gunnison County Library District
Board of Trustees
307 N. Wisconsin
Gunnison, Colorado 81230

Section 4.7 This IGA contains the entire understanding of the parties hereto 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 both Gunnison County and the Library District.

Section 4.8 This IGA may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4.9 Nothing expressed or implied in this IGA 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 IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this lGA by and on behalf of Gunnison County and the Library District shall be for the sole and exclusive benefit of Gunnison County and the Library District.

Section 4.10 If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of the IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

Section 4.11 Each party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.