

**INTERGOVERNMENTAL AGREEMENT
AMONG
FORT COLLINS REGIONAL LIBRARY DISTRICT
CITY OF FORT COLLINS, COLORADO
AND
THE COUNTY OF LARIMER, COLORADO**

RECITALS

a. The voters within the boundaries established for the **Fort Collins Regional Library District** (the “**District**”) approved its formation and a levy of 3.0 mills on all property within the District at the general election on November 7, 2006.

b. The “legal service area” of the District defined in §24-90-103(4.5), C.R.S., consists of all property located in Larimer County which is within the boundaries of the Poudre R-1 School District as well as any property that is outside the boundaries of the Poudre R-1 School District but within the City’s Growth Management Area, and excluding any properties located in the Town of Wellington, the Red Feather Lakes Library District, or the Estes Valley Library District, at the time of formation.

c. Pursuant to §24-90-107(3)(g), C.R.S. the **City of Fort Collins, Colorado** (the “**City**”) and **Larimer County, Colorado** (the “**County**”) were 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 November 21, 2006, the Council of the City of Fort Collins passed Resolution 2006-118 establishing the District pursuant to § 24-90-107(3)(g), C.R.S., and on December 4, 2007 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 **Fort Collins Regional Library District Board of Trustees** (the “**Board of Trustees**”) was held on March 7, 2007. A list of the appointed Trustees and their elected officers is attached as **Exhibit A**.

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. Pursuant to § 24-90-107(3)(h), C.R.S., the parties entered into that certain Interim Intergovernmental Agreement (“Interim IGA”), which agreement provided that the parties will

make best efforts to negotiate mutually acceptable terms for, approve and execute a "Final IGA" by October 1, 2007, with the goal of transferring management and operation of the City Library from the City to the Library District on December 31, 2007.

h. The parties desire to enter into this Intergovernmental Agreement as the final Intergovernmental Agreement contemplated in the Interim IGA ("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 **Fort Collins 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.

i. This Agreement shall replace and supersede the Interim IGA in its entirety.

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 For services provided during calendar year 2007, the District has paid:

- a. the sum of \$36,379.44 to the County for the cost of the 2006 election as required by §24-90-107(3)(i), C.R.S. on or before August 1, 2007; and,
- b. sufficient funds to the City to reimburse it for costs associated with the operations of the City Library from January 1, 2007 through midnight, December 30, 2007 up to and including the sum of \$4,065,756 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, 2007 in writing for the growth, expansion or improvement of library services already provided by the City Library.

Section 1.3.2 For calendar year 2008, 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 2008, 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 if 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, 2007, the City will provide administrative and support services to the District at cost. For the period beginning December 31, 2007 and ending on December 31, 2008, 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\$60,510

- b. Payroll Services\$9625
- c. Human Resources Services
 - 1. General\$69,423
 - 2. Training.....\$22,325
 - 3. Benefits\$13,958
 - 4. Wellness.....\$24,894
 - Total:\$130,600
- d. Risk Management Including Insurance Coverage..... \$41,021
- e. Purchasing \$24,000 (est.)
- f. Information Technology
 - 1. Fixed Costs (messaging, internet etc.).....\$73,335
 - 2. Variable Costs (network services and support).....\$14,200
- g. Facilities Maintenance\$24,000 (est.)

These services that are available to the District are described in more detail in **Exhibit B** (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 B**, for years subsequent to 2008, 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 3.0 mill levy to support the District. The City has secured several additional sources of revenue that are restricted for library services only.

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, 2007, 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 "Building on Basics". The "Building on Basics" (BOB) capital program provided \$5,950,000 for library technology. Through this program the City Council expects to appropriate annual payments of \$744,000 for library technology, including computers, software, databases and technology maintenance, to be made in the first quarter of years 2008 through 2015. The City will deposit all BOB library technology payments (including interest thereon) into the Public Library Fund, to be used by the District for the purposes approved by the voters in the 2005 election. An accounting of the BOB library technology program is attached as **Exhibit C**. An accounting of BOB receipts will be provided to the District on or before August 1 of each year to allow the District to maintain a reserve of restricted funds.

Section 2.2.3 Capital Improvement Expansion Fee/Library Impact Fee. The City currently collects a Library Capital Improvement Expansion Fee pursuant to Section 7.5-27 of the Code of the City of Fort Collins ("City Impact Fee"). The proceeds from the City Impact Fee are deposited into a separate account within the City's capital improvement expansion fund called the "library capital improvement expansion account" (the "Account"). A schedule of historical impact fee activity is set forth in **Exhibit D**. The District desires the City to continue to collect the City Impact Fee, as the District believes City Impact Fee revenues are critical to facilitate library capital expansion. It is the City's intent to continue to impose the City Impact Fee at least until the Southeast Branch Library is constructed in accordance with Section 4.2.2 and fully paid for by the City.

Section 2.2.3.1 The City has previously appropriated \$5,979,613.00 from the Account to be spent on construction of the Southeast Branch Library.

Section 2.2.3.2 The existing unappropriated balance of the Account and City Impact Fees collected after December 31, 2007 (including interest thereon), will be used by the City to pay for completion of the Southeast Branch Library pursuant to Section 4.2.2.

Section 2.2.3.3 Following final payment for the Southeast Branch Library by the City, the City Council will consider, after consultation with the District, continued imposition of the City Impact Fee and remittance of such revenues to the District. If the City Impact Fee is continued, details of the calculation, application and expenditure of such funds and other issues would be addressed via a separate intergovernmental agreement between the City and the District, to be entered into pursuant to § 29-1-203, C.R.S.

Section 2.2.3.4 Any revenue remaining from the City Impact Fee following completion of the Southeast Branch Library will be transferred to the Public Library Fund and must be expended only on new capital improvements, located within the City of Fort Collins, as designated in the District's Strategic Plan (as defined in Section 4.1, below), and only to the extent necessary to offset new development by providing and maintaining for the City's citizens a level of library facilities, equipment and materials that is comparable to that which existed when the City Impact Fee was imposed. Capital improvements not meeting these requirements will be funded by the District from a source other than the City Impact Fee.

Section 2.2.4 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 E**.

Section 2.2.5 Library Fines. The City will deposit into the Public Library Fund any balance(s) accrued as of December 30, 2007 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 Fort Collins 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 The District shall have a permanent seat on the Information Technology Strategic Alignment Committee ("IT-SAC") or other committee created for this purpose along with City representatives. The IT-SAC shall make recommendations to the City and the District concerning the need or desirability of various forms of technology and technological advances and their costs to the City and the District. The City and the District will work together to provide enhanced technology services to themselves and their citizens and to determine relative cost sharing through the IT-SAC.

Section 2.3.3 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, in cooperation with the County, shall be responsible for appointing trustees to the Board of Trustees. This 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., as amended.

Section 2.5 Additional Responsibilities. The City shall also have any additional responsibilities mandated by the Colorado Library Law, as amended.

ARTICLE III: EMPLOYMENT AND PERSONNEL

Section 3.1 City Library Employees. A list of city library employees as of November 9, 2007 is attached as **Exhibit F** (the "**City Library Employees**"). City Library Employees shall continue to be employees of the City through December 30, 2007, 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, 2007 will become District library employees on December 31, 2007 by the process described herein.

Section 3.2.1 On or before December 15, 2007, the District shall make offers of employment to all City Library Employees to be effective December 31, 2007.

- 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, 2007, 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 was responsible on December 31, 2006 for accrued annual leave time. The City will remit funds to the District for accrued annual leave time as of December 31, 2006 (i.e., to the extent a City Library Employee determines to “roll over” accrued annual leave time (accrued prior to January 1, 2007) 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, 2007, the District shall be responsible for the payment of annual leave time accrued by the City Library Employees in 2007.
- e. Any comp time accrued by City Library Employees up through December 30, 2007, will not roll over, but will be paid out by the City.

Section 3.2.2 At midnight December 30, 2007, 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. Up through December 30, 2007, 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 the required fees.

ARTICLE IV: REAL PROPERTY

Section 4.1 “City Library Facilities.”

Section 4.1.1 The City owns and/or operates public library facilities on the following properties:

- a. Downtown Main Library Building – owned and operated by the City (201 Peterson St. – a portion of Block 142, Fort Collins, CO)

- b. Harmony Library – land and building owned by the State of Colorado at Front Range Community College, library operated by the City pursuant to an Intergovernmental Agreement.
- c. Office space located at 256 W. Mountain Ave. and 110 N. Howes St. – buildings owned by the City and currently housing library technology services and Friends of the Library (a portion of Lot 4, replat of Lots 1-49, Block 31, Fort Collins, CO).

Section 4.1.2 Other “Library –Related Properties:”

- a. Southeast Branch Library – will be a unit in a to-be-formed common interest planned community of a building to be constructed by Front Range Retail Company, L.L.C. (“Developer”), currently known as Building 400, Front Range Village, to be located on a portion of Lot 13 according to the First Replat of Subdivision of Front Range Village, Fort Collins, CO., dated August 14, 2007, and recorded in the land records of Larimer County, CO at Reception No. 20070067890. (City currently has only an equitable interest in the property.)
- b. Poudre Creamery Property (Laporte and Howes) – properties purchased by the City with Building Community Choices tax money as land for a new library. Currently vacant. (Properties at 222 LaPorte, 208 N. Howes, 214 N. Howes and 220 N. Howes, Block 32, Fort Collins, CO)
- c. Carnegie Library Building – currently houses the Fort Collins Museum (200 Mathews St. – a portion of Block 142, Fort Collins, CO).
- d. Parking lot at southwest corner of Olive and Mathews (Lots 7 and 8, Block 133, Fort Collins, CO).
- e. Library Park – City Parks property surrounding the Downtown Main Library and Carnegie Library Building (located on Block 142, Fort Collins, CO).

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 Harmony Library. On or before December 31, 2007, the City will grant and the District will accept an assignment of rights and delegation of the duties of the City under a February 19, 1996 Intergovernmental Agreement between the City and the State of Colorado, Department of Higher Education as reflected in the letter to Front Range Community College dated June 26, 2007 attached as **Exhibit G-1**.

Section 4.2.2 Southeast Branch Library. Using City Impact Fee revenues as contemplated by Section 2.2.3, the City will complete the construction, tenant finish, furnishing (including equipping with Information Technology infrastructure) and the purchase of a materials collection for a 17,966 square foot southeast branch library facility as part of the retail center to be constructed near Harmony and Ziegler roads (the "Facility"). Following conveyance of the Facility from the Developer to the City, the City will convey to the District and the District will accept the Facility and its contents and operate it as a public library under the following terms and conditions:

(a) the Facility will be constructed and furnished consistent with the most current plans for the core and shell of the Facility as of the date of this Agreement ("Core and Shell Plans"), and the final plans for the interior finish of the Facility, which plans are nearing completion as of the date of this Agreement ("Interior Plans"). The City will not approve any changes to the Core and Shell Plans or Interior Plans without the prior approval of the District or its authorized representative. To avoid construction delays, a response to a request for such approval must be received by the City within seven (7) calendar days of the District's receipt of a request for approval from the City, or the change will be deemed approved;

(b) the Facility, as may be modified pursuant to approved changes to the Core and Shell Plans and Interior Plans under subsection (a) above, will be fully paid for by the City; and

(c) the District shall have the opportunity to review and provide input on, prior to approval and/or execution by the Developer and the City, the form of the documents governing the obligations of the Developer and City with regard to the Facility within the Front Range Building 400 Planned Community, including the Post Closing Agreement and Planned Community Declaration and associated documents (collectively, the "SE Branch Documents"), for purposes of clarifying the District's operational obligations for such facility.

(d) the City and District agree to cooperate and negotiate in good faith with the Developer in attempting to secure terms and conditions for the SE Branch Documents that are acceptable to the District;

(e) upon transfer of title to the Facility from the Developer to the City, to the extent the SE Branch documents require payment by the City towards an initial working

capital fund, reserve fund or other such fund to cover maintenance and/or repair expenses related to the Facility, the District agrees to contribute \$25,000.00 towards such payment; and

(f) to the extent they are assignable, the City agrees to assign to the District upon transfer of title to the Facility from the City to the District any warranties of which the City is a beneficiary for materials supplied or work done on the core and shell or interior of the Facility.

Section 4.2.3 Mountain & Howes Buildings. These buildings were purchased by the City with Building Community Choices funds for the site of a performing arts center. They are currently used for library staff and Friends of the Library offices. On or before December 31, 2007, the City and District will enter into a lease agreement for the buildings including the following terms:

- a. rent of one dollar each year;
- b. all utilities and maintenance paid by tenant;
- c. a one year term automatically renewing until terminated by either party upon no less than six (6) months notice to the other;
- d. to the extent the District is required to vacate prior to January 1, 2013, and the Fort Collins Museum has vacated the Carnegie library building, the City will make best efforts to lease to the District comparable space in the Carnegie library building or if not, then in another available City-owned building acceptable to the District on the same lease terms.

Section 4.2.4 Carnegie Library Building. Funds were provided in the early 1900s by Andrew Carnegie to be used for a library building for the citizens of Larimer 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. The City has used it to house the Fort Collins Museum since 1976. The parties acknowledge that the Fort Collins Museum plans to vacate the Carnegie library building and move into a new facility to be constructed in partnership with the Discovery Science Center. To the extent the Strategic Plan merits the return of the Carnegie library building to use for library purposes, the parties agree to negotiate in good faith terms for such use.

Section 4.2.5 Poudre Creamery. In April of 1997, City voters approved the Building Community Choices ("BCC") capital program. This included \$2.3 million in funding to acquire land for a new library. The City used this funding to acquire properties on the northwest corner of Laporte and Howes, including the former Poudre Creamery property (collectively, the "Creamery Property"). The City has made the District aware of the Creamery Property and the means by and purposes for which it was

purchased. The City has also expressed an interest, to the extent permitted by law, in utilizing the Creamery Property for municipal (non-Library) purposes, if such property is unacceptable to the District for library purposes. The District has considered its possible use of the Creamery Property and concluded that it is not suitable as the site for a new library. Instead, the District believes that it is appropriate for the Strategic Plan to include feasibility studies for potential expansion of the Main Library at the current site, as opposed to building a new main library on the Creamery Property. Accordingly, the District desires for the City to own and use the Creamery Property for municipal purposes, provided that the District acquires other City-owned property, specifically a portion of Library Park, as a substitute for the Creamery Property.

Section 4.2.6 Library Park. Library Park, shown as “Lincoln Park” on the original plat of the City of Fort Collins, consists of that portion of Block 142 currently used for park purposes and not occupied by the Main Library building, the Carnegie building or its grounds and courtyard, or the existing playground. In April, 1975, the voters approved Ordinance Number 2, 1975, which specified that Lincoln Park must continue to be a public park and that in the future no more than five percent of the area then devoted to open-space park purposes could be used as the site for construction of additional buildings or parking facilities.

Following execution of this Agreement, the City and District will work to reach agreement on the value of Library Park, as depicted in **Exhibit G-2** attached hereto (“Library Park”), pursuant to the following process. A District board member and City-designee will administer the valuation process on behalf of the parties. Within 45 days of execution of this Agreement, the parties will select a mutually acceptable appraiser to appraise the value of Library Park. Concurrent with the selection of the appraiser, the City will deliver a map of Library Park depicting the property to be conveyed to the District. The City and District will each pay one-half the cost of such appraisal, and agree to be bound by the results of the appraisal. Within 180 days of execution of this Agreement, the appraisal shall be completed and the City will convey Library Park to the District as a substitute for the Creamery Property, by special warranty deed, at a closing to be held at a date and time acceptable to the parties, with the restriction that it be used for library purposes, including as the location of an expanded Main Library, 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.

To the extent the appraised value of Library Park is less than \$2,495,900.00, the City will owe the District BCC funds in the amount of the difference, to be paid as described in Section 4.2.7 below. The District agrees to be responsible for obtaining a voter repeal of Ordinance Number 2, 1975, and to bear the risk of failure of that effort, with the understanding that the City will cooperate by calling the election at the request of the District, with the District bearing any election-related expenses. The District agrees that until such time as Library Park is further developed, the District will continue to allow its use as a public park, and will cooperate with entities organizing and/or

sponsoring public special events such as New West Fest to take place in Library Park on terms and conditions acceptable to the District and the organizing/sponsoring entities.

Section 4.2.7 Main Library The parties recognize that the Main Library is an integral part of downtown Fort Collins. 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, 2007, the City will grant the District a license to enter for the Main Library that will allow the District to occupy and use the Main Library until such time as the appraisal of Library Park is completed and the parties are ready to enter into the transaction conveying Library Park to the District. At that same closing, the City shall convey by special warranty deed, fee simple interest in and to the Main Library, as set forth in **Exhibit G-3**. 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. As consideration for the conveyance of the Main Library, the District agrees to pay the City an amount equal to the deficit, if any, between \$2,495,900.00 and the appraised value of Library Park, as described above. The City will then promptly pay to the District an equal amount of BCC funds, to be used to acquire land or for the design of a new library, as required by the BCC ballot measure.

Section 4.2.8 Mathews and Olive Parking Area. This parking area is currently used for public parking, including parking for the Main Library and Fort Collins Museum. Library patrons and staff will be able to continue using this parking area along with the rest of the public until such time as the City notifies the District to the contrary, at which time all rights or interest that the District may have in the parking area shall cease.

ARTICLE V: TRANSFER OF PERSONAL PROPERTY

Section 5.1 No later than December 31, 2007 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, subject to Section 2.3.3;
- d. Miscellaneous items of personal property including those listed in **Exhibit H**; 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, 2007, the District shall assume all contractual rights and obligations of the City entered into solely for library purposes, as more particularly described in **Exhibit I, 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 County, in cooperation with the City, shall be responsible for appointing trustees to the 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., as amended, and for any additional responsibilities mandated under the Colorado Library Law, as amended.

Section 7.2 **Library Expansion/Impact Fee.** The County agrees to consider imposition of a library expansion or impact fee to finance specific projects to be identified by the District ("County Impact Fee"). Imposition and collection of the County Library Impact Fee will begin as soon as practicable after execution of this Agreement. Details of the calculation, application and expenditure of such funds and other issues will be addressed via a separate intergovernmental agreement between the County and District, to be entered into pursuant to § 29-1-203, C.R.S.

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 Larimer 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 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, governmental restrictions, 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 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 the County:

Board of County Commissioners
200 West Oak Street
Fort Collins, Colorado 80521
ATTN: County Manager
Phone: (970) 498-7010

Larimer County Attorney's Office
200 West Oak Street
Fort Collins, Colorado 80521
Phone: (970) 482-7777
Facsimile: (970) 482-8084
hardenhass.com

For The Library District:

Board of Trustees
Fort Collins Regional Library Dist.
201 Peterson Street
Fort Collins, Colorado 80524
Phone: (970) 221-6740
Facsimile: (970) 221-6398
Attn: Library Finance Officer

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
City of Fort Collins
300 Laporte Avenue
P.O. Box 580
Fort Collins, Colorado 80521
Phone: (970) 221-6505
Facsimile: (970) 224-6107

Office of the City Attorney
City of Fort Collins
300 Laporte Avenue
P.O. Box 580
Fort Collins, Colorado 80521
Phone: (970) 221-6520
Facsimile: (970) 221-6327

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.

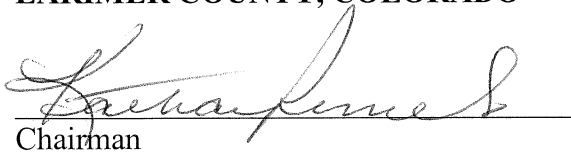
Section 8.9 Intended Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions hereof. 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.

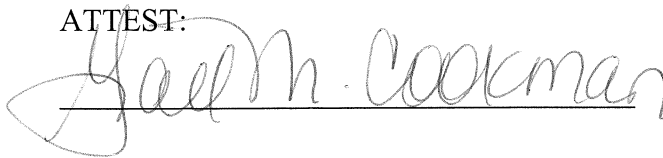
IN WITNESS WHEREOF, the City, the County and the District have signed this Agreement to be effective on the date last signed below.

**BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO**

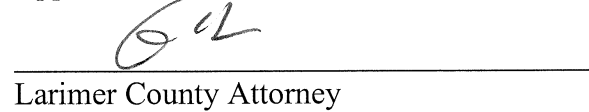

Chairman

12/18/07
Date

ATTEST:


Larimer County Attorney

Approved as to form:


Larimer County Attorney

**FORT COLLINS REGIONAL LIBRARY DISTRICT
BOARD OF TRUSTEES**

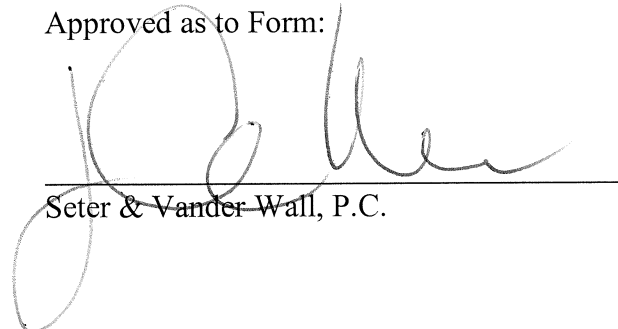

President

12/17/07
Date

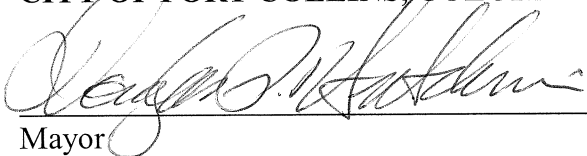
ATTEST:


Secretary

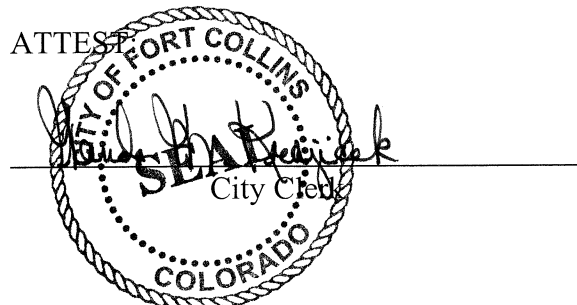
Approved as to Form:


Seter & Vander Wall, P.C.

CITY OF FORT COLLINS, COLORADO


Mayor

ATTEST:


City Clerk

Approved as to Form:

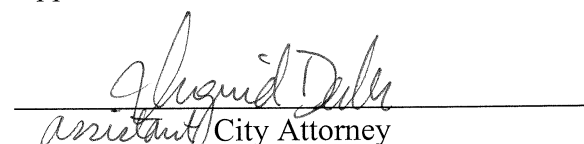

City Attorney

EXHIBIT A

Library District Board of Trustees Appointed March 6, 2007

§24-90-108, C.R.S.

Nina Bodenhamer
1001 Belvedere Court
Fort Collins CO 80525
(Term expires 3/2011)

H- (970) 266-9611
C- (970) 481-4884
ninabodenhamer@comcast.net

Robin Gard
974 Richmond Dr. #3
Fort Collins CO 80526
(3/2010)

H- (970) 204-4927
C- (970) 215-9586
homerun2@prodigy.net

Michelle Kalkowski (Shelly), Secretary
6575 Rookery Rd.
Fort Collins CO 80528
(3/2009)

H- (970) 377-1193
lingkal@msn.com

John Knezovich, Treasurer
1205 Green St.
Fort Collins CO 80524
(3/2008)

H- (970) 227-9952
W- (970) 224-9900
johnkcpa@mcleodusa.net

Mike Liggett, Vice President
6680 E. County Line Rd. 56
Fort Collins CO 80524
(3/2012)

H- (970) 493-0361
W- (970) 482-9770
mdllaw@frii.com

Mary Atchison, President
1305 Lory St.
Fort Collins CO 80524
(3/2012)

H- (970) 407 8058
C- (970) 217-9213
W- (970) 407-7090
mrobertson@frii.com

Bob Viscount
1104 W. Magnolia St.
Fort Collins CO 80521

H- (970) 493-8778
Robert_viscount@softhome.net

Exhibit B

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 payment 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 deposit advises 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 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 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 but an administrative fee of \$3,000 for contract management.

MIS

Provide specific technology services that support other City of Fort Collins 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 City departments.

Exhibit C

BOB Accounting

The BOB capital program for library technology is expected to provide \$744,000.00 per year starting in 2008, through 2014, and \$742,000.00 in 2015.

In addition, as of December 14, 2007, \$110,358.94 in unspent, unencumbered funds exist as appropriations in the Building Community Choices – Community Enhancements Capital Improvement Plan Library Technology Project (“BCC Account”) from a 0.25 cent sales tax that went into effect on January 1, 1998 and expired on December 31, 2005. Funds remaining in the BCC Account as of December 31, 2007 will be transferred to the Public Library Fund to be used for the purposes approved by the voters in the April 8, 1997 election.

Exhibit D

City of Fort Collins Capital Improvement Expansion Fees As of January 2, 2007

	<u>Fees Collected</u>	<u>Interest earnings</u>	<u>Total Annual Revenue</u>	<u>Expended</u>	<u>Remaining Balance</u>
1996 \$	77,958	\$ 397	\$ 78,355	\$ -	\$ 78,355
1997	247,868	10,614	258,482	-	336,837
1998	437,749	22,092	459,841	93,112	703,566
1999	683,709	41,550	725,259	138,459	1,290,366
2000	527,272	105,314	632,586	147,212	1,775,740
2001	729,475	78,776	808,251	15,041	2,568,950
2002	661,161	133,263	794,424	69,763	3,293,611
2003	639,094	78,275	717,369	8,923	4,002,057
2004	613,556	95,275	708,831	588	4,710,300
2005	526,045	155,961	682,006	16,148	5,376,158
2006	<u>275,023</u>	<u>243,021</u>	<u>518,044</u>	<u>-</u>	<u>5,894,202</u>
Total	<u>\$5,418,910</u>	<u>\$ 964,538</u>	<u>\$ 6,383,448</u>	<u>\$ 489,246</u>	<u>\$ 5,894,202</u>

Exhibit E

Reserve Donation Fund Accounting

	<u>Donations</u>		
	<u>Received</u>	<u>Expended</u>	<u>Balance</u>
12-31-97			\$ 112,770
1998	\$ 126,965	\$ 40,347	199,388
1999	80,367	28,675	251,080
2000	86,138	53,280	283,938
2001	165,707	93,365	356,280
2002	463,305	343,498	476,087
2003	125,790	129,915	471,962
2004	152,658	177,553	447,067
2005	213,816	154,559	506,324
2006	190,212	104,306	592,230

Exhibit F

City Library Employees To be Transferred to the District

Judith Allen	Malvina Franco de Albayrak	Anne Ostrye-McDonald
Tova Aragon	Anais Fremaint	Rebecca Paulson
Amanda Armstrong	Sylvia Garcia	Jimena Pena
Aaron Bailey	Lindsey Geissler	Rosemay Perry
Morganne Ball	Carol Gyger	Melanie Peterson
Terri Balside	Harry Hale, Jr	Mary Portouw
Jeff Barnes	Molly Hall_Payne	Melissa Powell
Christopher Bauman	Carol Hanlon	Jacwyllyn Rauch
Catlin Beardall	Mary Hanna	Lucille Reed
Louise Benke	Janet Harshberger	Stacey Rehbein
Mark Bennett	Janeau Hawkins	Karen Rewinkel
Carson Block	Vicky Hays	Austin Rice
Emily Boettcher	Cynthia Hein	Gertrude Robertson
Crystal Bollman	Adam Hernandez	Sarah Robinson
Michelle Bongers	Elizabeth Herndon	Diane Rossi
Gayle Brakefield	Katherine Hinds	Jane Rothfeld
Kathleen Brandon	Robert Holzfaster	Michael Roybal
Sarah Bredbenner	Jane Hruby	Audrey Rudolph
Shana Brown	Kathleen Hutton	Anne Saunders
Linda Brown Byrne	Angela James	Haley Saust
Elaine Burritt	Anna Johnson	Marian Sawyer
Vanessa Carmon	Elyse Johnson	Teresa Schwab
Melissa Carmon	Gabriel Johnson	Leslie Schutt
Brenda Carns	Lori Johnson	Sarah Scobey
Pamela Clements	Marsella Johnson	Erin Senseman
Cydney Clink	Sue-Ellen Jones	Peggy Shaughnessy
Wanda Colbert	Alice Jorgensen	Rebekah Sheller
Sarah Conrad	Linda Justice	Sara Shreve
Erin Conte-Bryant	Torrie Lancaster	Gabriela Smith
Corbie Cordova	Cynthia Langren	Katherine Stansbury
Serina Cortez	Alison Leth	Robert Stansbury
Jessica Cortez	Sarah Klenk	Kristin Sullivan
Christine Cortez	Dolores Mata	Marla Swanson
Barbara Crandall	Catherine McCallum	Prsshant Tank
Elaine Decamp	Virginia McConathy	Dennis Thompson
Donna Demmer	Joan McConville	Molly Thompson
Lynda Dickson	Annie McCosh	Kimberly Travis-Miller
Eric Doran	Tracie McCosh	Diane Tuccillo
Kimberly Doran	Lawrence McCulloch	Karen Villa

Kriston Draper
Kenneth Draves
Kara Duggan
Barbara Duvall Wessel
Julie Emerson
Virginia Feagler
Norman Fitzpatrick

Mary McCulloch
Katherine Merrell
Michael Merrell
Louise Mosnik
Amanda Neeley
Sara Nesbitt
Nancy Osbahr

Coralie Walters
Jessica Welch
Kathleen Wheeler
Linda Williams
Jennifer Zachman
Nathan Zehr
Lingzhen Zhao

Exhibit G-1

Harmony Library Assignment



June 26, 2007

Dr. James Butzek
Vice President
Front Range Community College
Larimer Campus
4616 South Shields
Fort Collins, Colorado 80526

Dear Jim,

The Fort Collins Regional Library District and the City of Fort Collins are working through the process of transitioning library services from the City to the District. One very important aspect of this process is the operation of Harmony Library at Front Range Community College. Through Harmony, the City and the College have forged a great partnership and have provided excellent library services to our students and residents for over eleven years.

You and members of your staff have been closely involved in the establishment of the District and the selection of its Board of Trustees. Your support and involvement has greatly helped to ensure the District's success and has provided a solid foundation for a fruitful partnership between the College and the District. The purpose of this letter is to formalize this partnership through your assent to an assignment of the City's interest in our Harmony Library agreement to the District. Through this assignment, the District will step into the City's place and will be subject to all of the City's rights and responsibilities under the City's agreement with the College. The District Board of Trustees has expressed their interest and eagerness to accept this assignment, effective January 1, 2008, and to work in partnership with the College to continue the tradition of providing excellent library services at Harmony Library.

If the assignment of the City's rights and responsibilities to the District meets with the College's approval, please let us know and we will prepare the necessary paper work. If you have any questions or would like to meet to discuss the assignment, please contact us. We look forward to this transition and to a long and valued partnership between the College and the District.

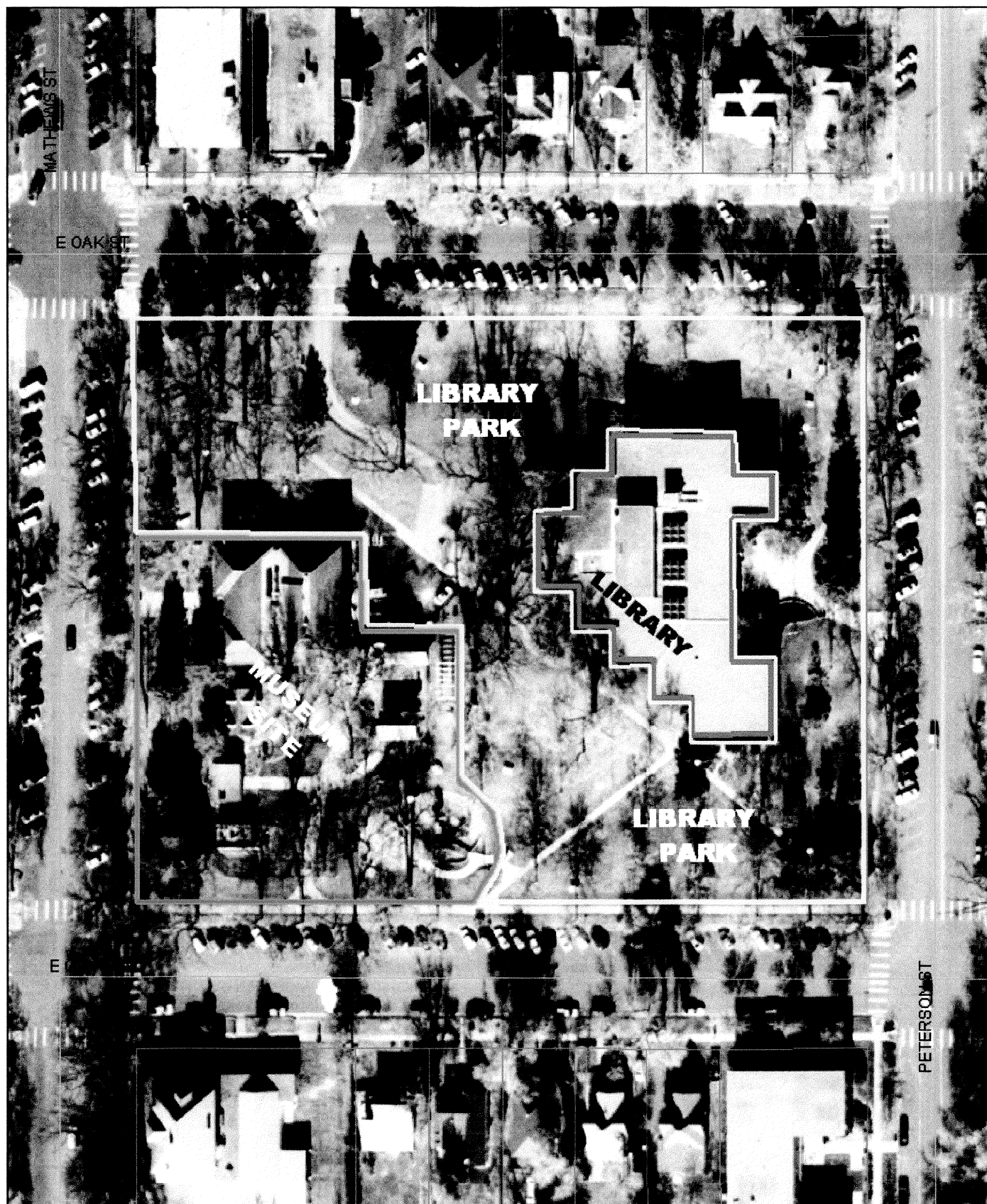
Sincerely,

Darin Atteberry, City Manager
City of Fort Collins, Colorado

Mary Robertson, President
Fort Collins Regional Library District

Exhibit G-2

Library Park



Library Park



Museum Site



Library Building



Exhibit G-3

Main Library

MATHEWS ST

E OAK ST

PETERSON ST

E OLIVE ST

MUSEUM

MAIN LIBRARY
FOR CONVEYANCE
TO LIBRARY DISTRICT





License Area



Exhibit H

Personal Property Inventory List

This list will include:

Computer software
Book Trucks
Fans & Space Heaters
Projection Equipment & ELMO
Children's Props, Storytime and SRP puppets and StoryBoards
Graphic Art Supplies
Book Trucks
Percons (used for Inventory and expensive)
AV Equipment: TVs, VCRs, DVD players, cd players & cassette players
Disc-checker & cleaner
2 safes
BlackBerry's

Exhibit I

Assigned Contracts

Front Range Community College IGA

Fleming Security Service – security contract

The Feet, Inc – courier service

Statewide courier service through CLIC

Creative DataProducts – mailers, library cards

Unique Management Services – collection agency

CSU – Work-study agreement

Copier lease- maintenance agreement

OCLC

Poudre School District “Partner” agreement

Various database subscriptions (list attached to email)



Database list.PDF

DATABASE	2006 Cost		2007 Cost		Renew	Last Paid
	FCPL	FRCC repays	FCPL	FRCC		
Alldatapro	\$ 3,000.00		\$ 3,000.00		May	1-07
Ancestry			\$ 4,369.00		June	
Biography & Genealogy Master Index	\$ 560.00		\$ 588.00		Oct-Sept	8/07
Books in Print	\$ 4,167.00		\$ 4,417.09		June-May	6-07
CQ Reseacher	\$ 551.00		\$ 579.00		March	4-07
Culturegrams	\$ 1,322.00		\$ 3,071.00		Dec 06	11-06
DearReader Online Book Club	\$ 275.00					3-06
Ebsco K-12: BCR	\$ 3,513.00		\$ 3,617.00		July-June	6-05
Ebsco Health Databases(Alternative)	\$ 1,645.00	\$ 3,375.00	\$ 5,020.00		April-Mar	4-06
FirstSearch/ Ebsco Acad & Bus. - BCR	\$ 5,390.77		\$ 5,660.00		Aug-Jul	4-07
Galenet (CA, CLC) - BCR	\$ 1,588.00		\$ 1,300.00		Oct-Sept	10/07
Gold Rush	\$ 1,995.00	\$ 1,330.00	\$ 1,995.00	\$ 1,330.00	Jan-Dec	1-07
Grangers	\$ 477.00	\$ 318.00		\$ 318.00	July	5-07
Grove Art					June	
Grove Music						
Heritage Quest Online - Proquest	\$ 1,815.00		\$ 2,000.00		Aug-Jul	6/07
Horn Book	\$ 150.00		\$ 150.00		April	
Newsbank (Noticias, Coloradoan, America's Newspapers)	\$ 16,320.00	\$ 1,000.00	\$ 18,105.00	\$ 1,200.00	Jul -June	Feb 06 for 06-07
Novelist	\$ 1,100.00				Apr-Mar	3-06
Readthebooks	\$ 740.00		\$ 740.00		May	April
Netlibrary-Childrens			\$ 4,400.00			4-07
Netlibrary-Adults	\$ 15,960.00				May	5-11-06
Reference USA	\$ 19,020.00		\$ 20,020.00		January	2-06
Sandborn maps	\$ 680.00		\$ 820.00		Dec-Nov	6-07
SIRS Researcher and SIRS Government Reporter	\$ 1,275.00		\$ 1,228.00		July	8-07
Valueline	\$ 3,600.00		\$ 3,600.00		June	5-07
Wilson Biographies Plus - BCR	\$ 1,530.60	\$ 1,020.40	\$ 1,593.00	\$ 1,062.00	Jan-Dec	1-07