

**GILPIN COUNTY LIBRARY DISTRICT
BOARD OF TRUSTEES
&
GILPIN COUNTY BOARD OF COUNTY COMMISSIONERS**

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
CONCERNING LIBRARY SERVICES**

THIS AGREEMENT is entered into between the Gilpin County Library District Board of Trustees (the “**District**”) and the Board of County Commissioners of Gilpin County, Colorado (the “**County**”) (collectively, “**the Parties**”) this _____ day of June, 2021.

INTRODUCTION

The Library District was formed by Resolution of the Gilpin County Board of County Commissioners pursuant to C.R.S. § 24-90-107, effective January 1, 1993 (“**Formation Resolution**”).

The District consists of all of Gilpin County except Section 21, Township 2 South Range 74 West of the 6th P.M., County of Gilpin, State of Colorado.

The Board of County Commissioners appointed a District Board of Trustees to serve as the governing body of the Library District pursuant to the Formation Resolution and C.R.S. §24-90-108(1).

The District Board of Trustees oversees the operation of the Gilpin County Library to ensure that high quality public library and related services are available to the citizens of Gilpin County.

C.R.S. § 24-90-107(2)(e) required the Board of County Commissioners and the Library District to enter into an Intergovernmental Agreement setting forth fully the rights, obligations, and responsibilities, financial and otherwise, of the parties after the appointment of the District Board of Trustees.

An Intergovernmental Agreement was entered into dated May 3, 1993. The Intergovernmental Agreement was amended by a document entitled Amendment to May 3, 1993 Agreement dated October 24, 2000 (“**Original IGA**”).

The Parties entered into that certain Intergovernmental Agreement Concerning Library Services, dated November 8, 2005, that superseded all provisions of the Original IGA.

The Parties now desire to amend and restate their agreement in this Amended and Restated Intergovernmental Agreement Concerning Library Services which is intended to supersede all of the provisions of the November 8, 2005 IGA.

ACCORDINGLY, this Amended and Restated Intergovernmental Agreement Concerning Library Services is entered into to satisfy the requirements of C.R.S. §24-90-107(3)(h) to “set forth fully the rights, obligations, and responsibilities, financial and otherwise,” of the parties.

AGREEMENT

I. RESPONSIBILITY TO THE CITIZENS OF GILPIN COUNTY

Effective upon execution of this Agreement, the Gilpin County Library District and its District Board of Trustees shall be solely responsible for the implementation of the policy of the Gilpin County Board of County Commissioners to provide library services to the citizens of the County, accessible to users regardless of age, physical or mental health, race, sex, color, religion, national origin, disability, genetic information, economic status, or any other status protected by state or local law.

The Library District and its District Board of Trustees shall operate with the oversight and supportive services of the County as provided in this Agreement and as required by law.

II. LIBRARY DISTRICT BOARD OF TRUSTEES

A. DISTRICT BOARD OF TRUSTEES. The management and control of the library system shall be vested entirely in a District Board of Trustees.

B. APPOINTMENT OF TRUSTEES. The Board of County Commissioners delegates the authority to recommend new trustees to fill vacancies on the District Board of Trustees of the Library District pursuant to C.R.S. § 24-90-108(2)(c) The ultimate authority for appointing trustees lies with the Board of County Commissioners who may or may not follow the recommendations of the Board of Trustees and may request additional recommendations be provided.

1. The District Board of Trustees shall recommend one or more candidates for Trustee to the Clerk of the Board of County Commissioners within 45 days of any vacancy.

2. No person shall be appointed to the District Board of Trustees without approval of 2/3 of the members of the Board of County Commissioners.

3. Failure by the Board of County Commissioners to act upon a recommendation within 60 days of receipt shall be deemed approval.

4. The District Board of Trustees shall determine in its by-laws, the number of terms that a Trustee may be allowed to serve and whether appointment to complete a partial term shall or shall not be considered a full term.

5. A Trustee may be removed from the District Board of Trustees by a majority vote of the Board of County Commissioners only upon a showing of “good cause” pursuant to C.R.S. § 24-90-108(5).

a. The District Board of Trustees shall define “good cause” for the removal of a Trustee in its by-laws.

b. A Trustee may be removed by action of the Board of County Commissioners upon a finding of “good cause” as defined in the by-laws or as otherwise allowed by Colorado law including without limitation C.R.S. §24-90-108(5).

6. Upon rejection of a recommended candidate for appointment to the District Board of Trustees under II.B.2, expiration of a term under II.B.4 or removal under II.B.5., the remaining Trustees shall propose a new candidate for appointment to the Board of County Commissioners within 45 days.

7. A Trustee shall not receive a salary or any other compensation for services as a trustee. Necessary travel and subsistence expenses actually incurred may be paid from the Public Library Fund if approved by the District Board of Trustees for payment as provided herein.

C. POWERS AND DUTIES OF DISTRICT BOARD OF TRUSTEES

1. The District Board of Trustees shall have all express and implied powers and duties set forth in C.R.S. §24-90-109. and any other section of the Colorado Library Law delegating power or imposing duties on the Trustees.

2. The personal and real “property of the library” over which the District shall maintain supervision, care and custody under C.R.S. §24-90-109(1), (b) and (i) as of the date of this Agreement, is listed and described on **Exhibit A-District Property**.

3. The District has the power to enter into contracts. The District hereby contracts with the County to provide certain services to the District upon request through the County departments listed in **Exhibit B – County Support Services**. Costs of such services shall be charged against the Public Library Fund and paid on an annual basis according to the County’s Cost Allocation Plan plus any additional approved expenses. Costs and expenses owed to the County take priority over other charges on the Fund. Determination of costs based on the Cost Allocation Plan are attached as **Exhibit B** and as otherwise set forth in the body of this Agreement.

3.1. **Gilpin County Recovery of All Costs and Expenses.** Starting with the **FY19** Cost Allocation Plan. Gilpin County is entitled to recover all costs for materials, equipment, services, and time provided to the District. Upon notice, the County may directly bill the District for the upfront costs for materials and equipment. Costs will primarily be quantified and allocated in accordance with the County’s Cost Allocation Plan. Any expenses not otherwise included in the Cost Allocation Plan for work to be completed by the County shall first be approved by the District prior to any expenses being incurred. A form provided by the County for this purpose must be signed by the to the District prior to the work commencing.

3.2. Annual and Monthly Review. Each calendar year, the County may review the Cost Allocation Plan, costs, materials, services, and time provided and discontinue services as it deems appropriate. The District would still be responsible for costs incurred in the prior year's Cost Allocation Plan. Either Party may require quarterly joint review meetings to ensure allocated costs and expenses are accurate for both Parties.

3.3. Requests for Services. On or before September 1st of the year preceding the year for which services are sought, the District shall make requests for services in writing to the Gilpin County department from which services are requested. The District will also provide a copy of such requests for service to the Gilpin County Administration Department.

3.4. Health Insurance and Benefits. The District will pay the County for all costs of health insurance benefits provided to the District. These costs shall be based on the actual cost per employee covered under the County's health insurance plan and additionally the costs of any additional elective or optional insurance or benefits District employees elects to participate in.

3.5. Insurance Coverage through Gilpin County. All property, liability, casualty, and worker's compensation insurance coverage shall be provided under the County's insurance program if allowed by law and the insurance provider but shall be paid for by the District. Gilpin County's insurance coverage through County Technical Services, Inc. ("CTSI") will provide property, liability, casualty and worker's compensation insurance coverage (excluding worker's compensation insurance) through the County to the District for injuries, property damage, errors and omissions, crime fraud, network security and employment. CTSI's crime fraud insurance also satisfies the District's obligation to provide a bond for crime including without limitation the County treasurer's handling of District matters. The District is responsible for reimbursing the County for the District's pro rata portion of the insurance premium each year. The District is further responsible for paying any insurance costs, deductibles, claims, compensation, judgments, settlements or any other costs involving the District. The District will be considered a sponsored entity and will need to complete the steps outlined in **Exhibit C**.

3.6. Retirement Benefits. Gilpin County will make the County's retirement plans available to the District's employees and administer those plans for District employees through the People Places and Culture Department and Finance Department and any other County department needed to do so. The District will fully compensate the County for all costs or expenses in providing these benefits.

3.7. Discontinuance of County Benefits and/or Services to the District. Both the County and District may discontinue any benefit or service provided in this Agreement at the beginning of any calendar year after at least four month's

written notice to the other Party. In the event the District decides to discontinue any County services, insurance or benefits under this Agreement, the District would be solely responsible for providing those services, insurance and benefits at its own efforts and expense.

4. The District Board of Trustees will employ a library director by written employment contract between the District Board of Trustees and the employee.

IV. FINANCING AND FINANCIAL SERVICES

A. Public Library Fund. A Public Library Fund shall be established by the County Treasurer pursuant to C.R.S. §24-90-112(2)(a) for the District.

B. Sources of Revenue. All revenues derived from the following sources shall be deposited in the Public Library Fund.

1. **Mill Levy Revenues.** The 0.239 mill levy imposed by the County pursuant to the Original IGA shall continue to be collected for the library operations, subject to statutory and TABOR limitations on revenue growth.

2. **State and Federal Grant Funds, Late Fees, Gifts and Donations.** State and Federal grant funds, gifts, donations, late fees, user charges and any other revenues received for library services sought or imposed in the sole discretion of the District will be deposited to the Public Library Fund pursuant to C.R.S. §§ 24-90-109(1)(f) and C.R.S. § 24-90-112(2)(a).

3. **District Tax Revenues.** The revenue derived from any mill levy imposed within the District after approval at any election pursuant to C.R.S. §24-90-112. shall be deposited in the Library Fund.

4. **Interest.** All interest accrued on the Public Library Fund deposits shall be credited to the Library Fund.

C. Financial Services and Payment of District Obligations

1. Obligations to Vendors and Service Providers.

1.1. **Assignment of Contracts and Other Obligations.** Upon identification and as soon as legally possible, vendor contracts and other obligations and rights shall be assigned and delegated from the County to the Library District. Whether or not assigned and/or delegated, invoices, bills and obligations owed shall, from the date of execution of this Agreement be forwarded to the Library District for authorization of payment in the manner required by the District's by-laws. Such arrangement represents a contractual arrangement between the District and the County, and both Parties continue to acknowledge the rights and responsibilities of the District for financial obligations under C.R.S. §24-90-109(1)(e)(II).

1.2. **Approval of Payments.** Upon execution of this Intergovernmental Agreement, the District Board of Trustees or their authorized representatives shall become responsible for review and approval of payment of all bills, invoices and obligations to vendors, utilities and other service providers.

1.3. **Payment.** Upon approval of invoices, bills or payment of other obligations in the manner described in the District's by-laws, the District Board of Trustees or its authorized representative shall satisfy obligations for payment by submitting all bills to the County finance personnel identified by the County and in the form, manner and process required by the County.

1.3. **Technology Replacement Plan.**

1.3.1. The County will provide the Gilpin County Public Library District with an internet connection. The District will pay the costs installing or creating such a connection and the pro rata usage by the District for internet service annually.

1.3.2. The County will include the Public Library in hardware and software upgrades/replacements and IT support on a schedule similar to the schedule for county departments. Services will be provided upon request and costs of such services will be paid by the District on an annual basis according to the County's Cost Allocation Plan.

2. **Payroll Obligations.**

2.3. **Employee List.** A list of employees and current pay plan will be provided to the County annually during budget discussions. The Library District will inform the Finance and Human Resources departments of any changes during the year.

2.4. **Standing Warrant.** All payroll obligations of the District and any payments required for retirement and other employment benefits shall be the subject of a standing warrant from the District to the County treasurer for timely payment at the same time as payroll and benefit payments are made for County employees.

2.5. **Bonding of the Treasurer.** The District Board of Trustees is required to provide and pay for fidelity bond or "crime coverage" with premiums to be paid from the Public Library Fund to cover the County treasurer as required by §24-90-109(1)(k), C.R.S. To the extent the District chooses to The County has crime coverage insurance already in place for the County treasurer through Colorado Technical Services Inc. ("CTSI"). CTSI insurance coverage is sufficient for coverage of the treasurer per C.R.S. § 24-14-102(2). CTSI has confirmed coverage is extended to the treasurer in handling matters for the District. CTSI insurance is further set out in Paragraph II(C)(3.5) herein.

2.6. **Monthly Financial Statements.** The County finance department shall provide the Library Director with monthly statements of revenues, expenditures and account balances of the Library Fund on or before the last day of each succeeding month.

2.7. **Yearly Audit.** The Board of County Commissioners will include the Public Library Fund and its receipts and expenditures in its annual audit and provide a copy to the District Board of Trustees of the Library District to satisfy the requirements of C.R.S. §24-90-109(1)(I)(II).

V. PERSONNEL

A. Responsibilities of the District Board of Trustees. The District Board of Trustees, in conjunction with the Library Director, shall be responsible for the evaluation of needs, budget, employment, termination, and determination of qualifications of personnel required to serve the Library District. Levels of compensation shall be determined by the District Board of Trustees.

B. Supervision of Employees. Pursuant to C.R.S. § 24-90-109(1)(c), all District personnel shall be supervised, directed and evaluated as determined by the District Board of Trustees.

C. Employment by Contract. The District Board of Trustees will hire and employ a library director by written employment contract between the District Board of Trustees and the employee.

1. Contract forms will be prepared by the District Board of Trustees.

2. Pursuant to C.R.S. §24-90-109(1)(c), the District Board of Trustees shall have authority to hire and employ, prescribe duties, fix compensation and terminate employment of the Library Director.

D. Other employment.

1. Employees of the District shall be included in the County personnel system for purposes of payroll administration, insurance benefits and retirement benefits participation and administration. Payroll, insurance benefit, retirement benefit costs, or any other expenses for District employees shall be paid from the Public Library Fund.

2. The District shall maintain employment liability insurance coverage that shall include the County as an additional insured. Insurance coverage will be provided by the County under the County's insurance program if allowed by law and the insurance provider.

VI. BUDGET AND USE OF COUNTY VEHICLES BY THE DISTRICT

A. Annual Budget. Pursuant to C.R.S. § 24-90-109(1)(d), the District Board of Trustees shall submit annually a budget as required by law and certify to the Board of County Commissioners the sums necessary to maintain and operate the library during the ensuing year on or before the date required by the County. Any funding of the District budget shall come exclusively from the sources in the Public Library Fund listed in Section IV.B.

B. County Vehicles. The County agrees to permit the District's use of County-owned vehicles, such as the Parks and Rec van for official Library or county functions. Any passengers driven in county vehicles must complete a waiver of liability as required by the County.

A.

This Agreement is entered into on the date set forth below by the final signatory.

DISTRICT BOARD OF TRUSTEES
Gilpin County Library District

BOARD OF COUNTY COMMISSIONERS
Gilpin County Colorado

President

Chair, Linda Isenhart

Attest:

Attest:

Secretary

Deputy County Clerk, Sharon Cate

EXHIBIT A

District Property

REAL AND PERSONAL PROPERTY

A. Personal Property

The following items of personal property shall be conveyed and are hereby conveyed to the District for the purpose of providing public library services.

1. All books, shelving, magazines and collections of other materials currently used in the provision of library services;
2. All furniture, shelving and other items that are not fixtures currently used in the provision of library services;
3. All computers, computer accessories, software and documentation;
4. All office equipment and supplies currently located at library buildings and utilized in the provision of library services; and,
5. All other items not included in the foregoing that are included in the library inventories.

B. Real Property

Account: R011034
Parcel: 171117400382
Owner Name: GILPIN COUNTY PUBLIC LIBRARY
Owner Address: ATTN: PO BOX 551, BLACK HAWK, CO, 80422-0551
Property Address: 15131 HWY 119
Legal: S: 17 T: 2S R: 72W & IMPS - A PARCEL CREATED BY BLA 96-3
DESC 599/260

EXHIBIT B

County Support Services

Maintenance

The Maintenance department is responsible for property management of the Library facility excluding custodial and utilities. Services provided by the department include general building structure repairs, preventative maintenance, and seasonal plowing services. The Maintenance department includes the following functions.

- **Maintenance Single Occupant Buildings.** Costs associated with building maintenance for single occupant buildings are allocated based on work order costs by department.

Administration

The Administration department **is** contains several allocable managerial, administrative and support divisions including County Manager and Information Technology and non-allocable divisions such as BOCC support and Events. The Administration department also includes county-wide allocable expenditures such as employee benefits and general-fund specific expenditures such as insurance, workers compensation and telephone. The Administration department includes the following functions.

- **County Manager.** Costs associated with overall County management are allocated based on the number of **positions** by department excluding elected officials.
- **BOCC.** Costs associated with Board of County Commissioner activities are allocated directly to BOCC.
- **Clerk & Recorder.** Costs associated with Clerk & Recorder activities are allocated directly to Clerk & Recorder.
- **IT Services.** Costs associated with contract Information Technology activities are allocated based on the number of IT users by department factored for the level of service

Finance

The Finance department is responsible for maintaining an accounting and financial reporting system that includes all aspects of organizational finance such as payroll, accounts payable and a portion of the Human Resources duties. The Finance department includes the following functions:

- **Finance.** Costs associated with fiscal management and activities are allocated based on expenditures by department.
- **Payroll.** Costs associated with county payroll activities are allocated based on the number of W2s by department.
- **Accounts Payable.** Costs associated with accounts payable activities are allocated based on the number of accounts payable transactions by department.
- **Human Resources.** Costs associated with personnel activities are allocated based on the number of positions by department.

Human Resources

The Human Resources department is responsible for any and all personnel activities on a day-to-day basis. In addition, it is the resource point for all employees in the matters of compensation,

benefits, and employee relations. The Human Resources department includes the following function:

- **Human Resources.** Costs associated with personnel activities are allocated based on the number of positions by department.

Attorney

The contracted Attorney represents the County in all legal matters. The Attorney department includes the following function.

- **Attorney.** Costs associated with providing legal counsel and services for departments are allocated based on the number of positions by department excluding Human Services and also factor in the level of service needed.