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Charles Capay
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RESOLUTION
FOR THE ESTABLISHMENT OF
GUNNISON COUNTY PUBLIC LIBRARY

WHEREAS, Chapter 84, Colorado Revised Statutes, 1963, provide for the establishment of a County Public Library by Resolution of the Board of County Commissioners; and

WHEREAS, the then Board of County Commissioners of Gunnison County, Colorado, in the year 1961 established a public library for the residents of Gunnison County, Colorado but that no formal record can be found of said action; and

WHEREAS, it is in the best interests of Gunnison County, Colorado and the residents thereof to establish a public library;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, as follows:

1. Establishment of Public Library. There is hereby established a public library in and for the County of Gunnison, Colorado, under the following name:

Gunnison County Public Library
Gunnison, Colorado

2. Board of Trustees. The management and control of the Gunnison County Public Library shall be vested in a board of five trustees. The first appointment of said board of trustees shall be for terms of one, two, three, four and five years respectively, and thereafter a trustee shall be appointed annually by the Board of County Commissioners to serve for five years. Any vacancy for any unexpired term shall be filled as soon as possible and in the same manner as which members of the board of trustees are regularly chosen. A trustee shall not receive a salary or other compensation for services as a trustee, but necessary traveling and subsistence expenses actually incurred may be paid from the library fund as hereafter established.

A trustee may be removed only by a vote of the Board of County Commissioners. The initial board of trustees and their term of office shall be as set forth below:

Corb B. Bedell	1 year term
Ann D. Zugelder	2 year term
Marie Kaczmarek	3 year term
Georgie D. Kincaid	4 year term
Thomas D. Lively	5 year term

3. Powers, Duties and Organization of the Board of Trustees.

Immediately upon the appointment of the said board of trustees they shall meet and organize and elect a president and a secretary and such other officers as they may deem necessary. The board of trustees shall have the statutory powers as conferred upon them by Section 84-1-14, Colorado Revised Statutes, 1953, together with such other powers and duties as may be hereafter conferred upon them by the Board of County Commissioners of Gunnison County, Colorado.

4. County Superintendent of Schools. The County Superintendent of Schools of Gunnison County, Colorado, is hereby appointed as an additional ex-officio member of the board of trustees of the Gunnison County Public Library.

~~5. Funds. The County Treasurer of Gunnison County, Colorado,~~ shall be the custodian of all funds for the said library; whether derived from taxation, gift or otherwise. Said funds shall be credited to a special fund in the office of the County Treasurer to be known as the "Public Library Fund." The fund shall be used only for library purposes, and shall be expended only upon warrants signed by the president of the board of trustees.

6. Statutory Powers. From and after the date of this resolution the Gunnison County Public Library shall be operated and maintained in full conformity with Chapter 84, Colorado Revised Statutes, 1953, and shall have the powers, duties and rights conveyed by said Chapter 84.

On motion of Commissioner Ruland, seconded
by Commissioner Hatter, the above and foregoing
Resolution was duly adopted this 12th day of July, A. D. 1965.

Levitt W. Stephenson

C. M. Ruland

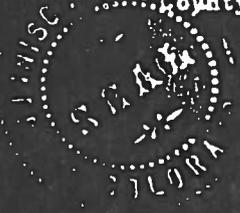
Kenneth Watters

Board of County Commissioners
of Gunnison County, Colorado

MY COMMISSION
EXPIRES JAN. 8, 1967

ATTEST:

Charles J. ...
County Clerk



**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**

THIS 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 (hereinafter "IGA") is entered into on this ___ day of _____, 2007 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia Avenue, Gunnison, Colorado 81230, (hereinafter "Gunnison County"), and the Gunnison County Library District, Board of Trustees, located at _____ (hereinafter the "Library District").

RECITALS

WHEREAS, on _____, 2007, Gunnison County adopted Board of County Commissioners of Gunnison County, Colorado Resolution # _____, a "Resolution Establishing a Library District and Merging the Gunnison County Public Library into the Gunnison County Library District Pursuant to the Colorado Library Law" (hereinafter the "Resolution") a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, pursuant to the Resolution, the Gunnison County Library District was established as of _____, 2007, as a political subdivision of the state and as a "public library," as defined under § 24-90-103(13)(a), 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, the legal service area of the Library District includes all of the territory of Gunnison County, Colorado as such legal service area is defined under § 24-90-103(4.5), C.R.S., as amended; 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 § 24-90-108(1), C.R.S., as amended, on _____ Gunnison County appointed a five-member library district board of trustees ("Library District Board of Trustees") 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, the County and the Library District are mandated to enter into an intergovernmental agreement within ninety days of the appointment of the library district board of trustees that "shall set forth fully the rights, obligations and responsibilities, financial and otherwise," of Gunnison County and the Library District; and,

WHEREAS, it is the intent of Gunnison County and the Library District that the transfer to the Library District of certain assets and liabilities held by Gunnison County for the benefit of the former County Library, including all personal property and including the real property at Van Tuyl Property identified in Exhibit "A" attached hereto and incorporated herein, the lease for the Crested Butte branch at 507 Maroon Avenue, Crested Butte, CO 81224, but expressly excluding the real property at 307 N. Wisconsin, Gunnison, CO 81230, be effectuated in a manner that serves the best interests of the Library District and the public residing within its legal service area; and,

WHEREAS, it is therefore anticipated that the transfer of such assets and liabilities may be effectuated gradually during the 2008 calendar year, with Gunnison County continuing to provide supportive services to the Library District as more fully enumerated herein.

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: OBLIGATION AND RESPONSIBILITIES OF GUNNISON COUNTY

Section 1.1 During calendar year 2008, Gunnison County shall provide to the Library District, at the 2008 cost allocation for those services, certain personnel, benefits and administrative and supportive services identified by Gunnison County that shall include, but may not be limited to, the following:

- a. All personnel employed at the Library District shall be and remain employees of Gunnison County until _____;
- b. General accounting services;
- c. Payroll services;
- d. Human resources services;

- e. General administrative services.
- f. Health Insurance;
- g. Retirement Benefits.

Section 1.2 The administrative and supportive services to be provided by Gunnison County during calendar year 2008 are more particularly described in Exhibit "B." which is attached hereto and incorporated herein by this reference.

Section 1.3 Gunnison County shall be responsible for appointing trustees to the Board, pursuant to § 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 Board, Gunnison County may accept recommendations from the Library District Board of Trustees.

Section 1.4 Pursuant to § 24-90-108(5), C.R.S., as amended, library trustees shall be removed from office only by a majority vote of the Board of County Commissioners upon a showing of good cause as defined in, but not limited to, the Library District Board of Trustees bylaws. Pursuant to § 24-90-109(1), C.R.S., as amended, a copy of the bylaws shall be adopted by the Library District Board of Trustees and filed with Gunnison County no later than _____.

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 Resolution, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "C," the Colorado Library Law, § 24-90-101, *et seq.*, C.R.S., as amended, this IGA, and the bylaws of the Library District Board of Trustees.

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

ARTICLE III: CONTINUED ALLOCATION OF CURRENT MILL LEVY TAX

Section 3.1 Pursuant to the Resolution, as of January 1, 2008 the then current percent of the then existing mill levy tax 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 § 24-90-112, 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.

Section 3.2 Pursuant to the Taxpayer's Bill of Rights ("TABOR"), Colo. Const. art. X, §20 and §§ 24-90-107(2)(c) and 24-90-112(3), C.R.S., as amended, any adoption of a new mill levy tax for the Library District shall be subject to voter approval by the electors residing within the legal service area of the Library District. Adoption of such a new mill levy shall automatically eliminate permanently any allocation of the Gunnison County mill levy for library purposes.

ARTICLE IV: PUBLIC LIBRARY FUND

Section 4.1 Pursuant to § 24-90-112(2)(a), C.R.S., as amended, all moneys allocated for library purposes have been and are in the custody of the Gunnison County Treasurer and credited to a special fund known as the "Public Library Fund."

Section 4.2 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.

Section 4.3 Pursuant to § 24-90-112(2)(a), C.R.S., as amended, effective _____, moneys held in the Public Library Fund shall be expended only upon warrants signed by the president of the Board of the Library District or his or her designee. (CHECK LANGUAGE WITH LINDA.)

ARTICLE V: TRANSFER OF REAL PROPERTY

Section 5.1 Gunnison County owns or leases real property on which public library facilities are situated. Such public library facilities are located at the following addresses within the legal service area of the Library District:

- a. 307 N. Wisconsin, Gunnison, CO 81230 (the "Gunnison Branch");
- b. 507 Maroon Ave., Crested Butte, CO 81224 (the "Crested Butte Branch");
- c. The Van Tuyl Property.

Section 5.2 By no later than January 1, 2008, Gunnison County shall convey by special warrant deed to the Library District the Van Tuyl Property; however, such

conveyances shall be subject to a reversionary clause pursuant to which such real properties shall revert to the ownership of Gunnison County if used for any purpose(s) other than for the establishment, operation, and maintenance of public library services. The "establishment, operation, and maintenance of library services" shall include the sale, sale and leaseback, and/or other conveyance of the real properties so long as the moneys or revenues received therefrom are used by the Library District to provide public library services.

Section 5.3 By no later than January 1, 2008, Gunnison County shall assign the lease to the Crested Butte Branch to the Library District.

Section 5.4 By no later than January 1, 2008, Gunnison County shall execute a lease to the Library District of the Gunnison Branch.

Section 5.5 Prior to the conveyances by the County to the Library District of the real properties and improvements thereto as described in Exhibit C, the Library District shall occupy such premises for the operation and maintenance of the public library facilities and shall not compensate the County for such occupation in the form of rent, but shall pay for facilities maintenance and janitorial services.

Section 5.6 Up to the date of the conveyances by Gunnison County to the Library District of the real properties and improvements described in Exhibit C, the County shall continue to maintain adequate general liability, property, and casualty insurance on such properties, in at least the minimum amounts as may be required under Colorado law, either through a program of self-insurance or through a commercial insurance broker licensed to do business in the State of Colorado.

ARTICLE VI: TRANSFER OF PERSONAL PROPERTY

Section 6.1 By no later January 1, 2008, Gunnison County shall convey to the Library District the following items of personal property:

- a. All books, shelving, magazines, and collections of other materials owned by Gunnison County in association with the County Library; and
- b. All furniture, shelving, and other items that are not fixtures that are owned by Gunnison County in association with the County Library; and
- c. All computers and related research and/or office equipment and supplies owned by Gunnison County in association with the County Library; and
- d. All other items of personal property owned by Gunnison County in

association with the County Library, as more particularly described in the inventory list, which is attached hereto and incorporated herein by this reference as Exhibit "D."

ARTICLE VII: ASSIGNMENT OF CONTRACTUAL OBLIGATIONS AND LIABILITIES

Section 7.1 Effective January 1, 2008, the Library District shall assume all contractual obligations and liabilities of Gunnison County vis-à-vis the former County Library, as more particularly described in Exhibit "E," which is attached hereto and incorporated herein by this reference.

ARTICLE VII: EMPLOYMENT AND PERSONNEL ISSUES

Section 8.1 Employees of the County that are currently employed to work at a public library facility within the Library District shall continue to be employees of the County through December 31, 2008. A list of current employees is attached hereto and incorporated herein as Exhibit "F." As such, these employees shall be subject to County personnel policies and procedures as contained in the Gunnison County Employee Manual, and shall be eligible to receive all the benefits and privileges associated with Gunnison County employment, including but not limited to medical insurance, paid annual leave, and paid sick leave.

Section 8.2 Up to and including _____, Gunnison County shall be responsible for the payment of its proportionate share of 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, all from the allocation made by Gunnison County for the library.

Section 8.3 As of January 1, 2009, employees working at a public library facility within the Library District shall become employees of the Library District and shall be subject to the personnel policies and procedures of the district. As of January 1, 2009, the Library District shall be responsible for the payment of its proportionate share of 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.

Section 8.4 The employment with Gunnison County of such employees shall terminate

as of the end of the workday on December 31, 2008. Distribution and/or payment of unused accrued annual and sick leave shall be the sole responsibility and liability of the Library District; Gunnison County shall have no responsibility for same.

ARTICLE IX - MUTUAL UNDERSTANDINGS

Section 9.1 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 venue for any disputes arising under this IGA shall be with the 7th Judicial District, Colorado.

Section 9.2 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 § 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. As applicable, the County and the Library District expressly agree to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIP AA) when exposed to or provided with any data or records under this IGA that are considered to be "Protected Health Information." Gunnison County and the Library District also expressly 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 IGA.

Section 9.3 Assignability: Neither this IGA, 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 9.4 Waiver: Waiver of strict performance or the breach of any provision of this IGA 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 9.5 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 9.6 Notice: 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
Commissioners of the County
of Gunnison, Colorado
200 E. Virginia Avenue
Gunnison, CO 81230
Phone: (970) 641-0248
Fax: (970) 641-3061

With copy to:

Gunnison County Attorney
200 E. Virginia Avenue, Suite 262
Gunnison, CO 81230
Phone: (970) 641-5300
Fax: (970) 641-7696

For Library District:

Section 9.7 Integration of Understanding: 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 9.8 Paragraph Headings: Paragraph headings are inserted for the convenience of reference only.

Section 9.9 Counterparts: 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 9.10 Parties Interested Herein: 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 IGA 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 9.11 Severability: 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 9.12 Authorization: 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.

IN WITNESS WHEREOF, Gunnison County and the Library District have signed this IGA to be effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Chairperson

ATTEST:

Approved as to form:

Deputy Clerk

Gunnison County Attorney

BOARD OF TRUSTEES OF THE
GUNNISON COUNTY LIBRARY DISTRICT

Chairperson

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The above and foregoing was subscribed and sworn to before me this ___ day of _____, 2007, by _____ as chairperson of the Board of Trustees of the Gunnison County Library District.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Approved as to form for the
Gunnison County Library District.

EXHIBIT "A"

**TO INTERGOVERNMENTAL AGREEMENT BETWEEN
GUNNISON COUNTY AND THE LIBRARY DISTRICT**

RESOLUTION # _____

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EXHIBIT "B"

TO INTERGOVERNMENTAL AGREEMENT BETWEEN
GUNNISON COUNTY AND THE LIBRARY DISTRICT

VAN TUYL PROPERTY

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EXHIBIT "C"

**TO INTERGOVERNMENTAL AGREEMENT BETWEEN
GUNNISON COUNTY AND THE LIBRARY DISTRICT**

SUPPORTIVE SERVICES

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