

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

**RECITALS**

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

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

C. Pursuant to § 24-90-107(3)(h), C.R.S., the City, County and District must enter into an intergovernmental agreement within ninety days of the appointment of the Board of Trustees that “shall set forth fully the rights, obligations, and responsibilities, financial and otherwise,” of the City, County and District (the “**IGA**”).

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

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

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

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

**AGREEMENT**

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

2. Obligations and Responsibilities of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Obligations and Responsibilities of the District.

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

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

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

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

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

5. Additional Terms.

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

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

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

For the Library District:

Boulder Public Library District  
1001 Arapahoe Avenue  
Boulder, CO 80302

With a copy to:

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

For the City:

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

Boulder, Colorado 80306

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

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

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

**Boulder Public Library District**

\_\_\_\_\_  
Katherine J. Teter, President

Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_

Approved as to form:

**Seter & Vander Wall, PC**

\_\_\_\_\_  
Kim J. Seter, CO Atty: 14294

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

\_\_\_\_\_  
Nuria Rivera-Vandermyde, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

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

**BOULDER COUNTY**

\_\_\_\_\_  
Claire Levy, Chair  
Board of Boulder County Commissioners

Attest: \_\_\_\_\_  
Clerk to the Board