

INTERGOVERNMENTAL AGREEMENT AMONG
THE COUNTY OF BOULDER, COLORADO
THE CITY OF BOULDER, COLORADO AND
THE BOULDER PUBLIC LIBRARY DISTRICT
REGARDING JOINT OBLIGATIONS

The Board of County Commissioners of Boulder County (“**BOCC**” and/or “**County**”), the Boulder City Council (“**City**”), and the Board of Trustees of the Boulder Public Library District (“**Board of Trustees**” and/or “**Library District**”) (collectively the “**Parties**”) enter into this Intergovernmental Agreement Regarding Joint Obligations pursuant to § 24-90-107(2)(e), C.R.S. (this “**Joint Obligations IGA**”).

RECITALS

- A. The voters within the Library District’s proposed boundaries approved its formation pursuant to § 24-90-107(2), C.R.S., at the general election on November 8, 2022.
- B. The “legal service area” of the Library District as defined in § 24-90-103(4.5), C.R.S., is depicted in **Exhibit A** (“**Service Area**”).
- C. The City and the County formed a selection committee that appointed a seven-member board of trustees to manage and control the Library District pursuant to §§ 24-90-108(1) and (2)(c), C.R.S. A list of the appointed trustees and their terms is attached as **Exhibit B** (“**Board of Trustees**”).
- D. The legislative bodies of the County, the City, and the Library District are required to enter into an intergovernmental agreement within 90 days of the appointment of the board of trustees, or within such time as otherwise agreed, pursuant to § 24-90-107(2)(e), C.R.S., to establish provisions regarding: “(I) The transition from the library to a library district, such as ownership of the library’s real and personal property, personnel, and the provision of administrative services during the transition; (II) The method of trustee selection; and (III) Such other necessary terms and conditions as may be determined by the parties” § 24-90-107(2)(e), C.R.S.
- E. The Parties entered into an Interim Intergovernmental Agreement dated June 16, 2023, (the “**Interim IGA**”) to extend the deadline for the final intergovernmental agreements to December 31, 2023.
- F. The City and the Library District are entering into an Intergovernmental Agreement to establish provisions regarding the transition to the Library District of property, personnel and services previously provided by the City.

- G. The right and responsibility to appoint library district trustees is delegated by state law to the City and the County as the “**Establishing Entities**” and may be further delegated to the Board of Trustees. § 24-90-108(2)(c), C.R.S.; and, the City and County have requested annual reports and meetings with the Board of Trustees (collectively, the “**Joint Obligations**”).
- H. The Parties now enter this Joint Obligation IGA as their final intergovernmental agreement to address their Joint Obligations and responsibility to ensure that Board of Trustee appointments and removals are timely and efficiently handled in accordance with § 24-90-108, C.R.S., and to provide for the annual reporting requirements.

NOW, THEREFORE, the Parties enter this Joint Obligation IGA, as follows:

AGREEMENT

Section 1 **Library District Obligations.**

Section 1.1 **Annual Report.** No later than July 31 of each year, beginning in 2025, the Library District will provide a written annual report to the City and the County (“**Annual Report**”). The contents of the Annual Report will 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 or other topics related to the Library District that may be requested by the City and/or the County. The information in the Annual Report will also be presented publicly to the City and to the BOCC at such times as each body and the Library District may agree. The Library District shall also provide to the City and the 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 § 29-1-606(3), C.R.S.

Section 1.2 **Annual Meeting.** The City 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 the City in a public meeting, as required by Section 1.1, may, upon mutual agreement, be sufficient to meet this requirement. This requirement shall remain in effect until December 31, 2029, and shall be thereafter renewable, by mutual agreement, in three-year increments. The Library District shall provide notice of this meeting to the BOCC and invite the BOCC to participate.

Section 1.3 **Policy and Plan.** The Library 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 of Trustee-adopted policy. The Library District will report to the City and the County on the status of the reserves on an annual basis, pursuant to the annual report required below.

Section 2 City, County and Board of Trustees Obligations.

Section 2.1 Appointment of Trustees.

- a. The City and the County have appointed initial trustees to the initial Library District Board of Trustees through a committee of up to two members of each legislative body (“**Selection Committee**”) pursuant to § 24-90-108(2)(c), C.R.S. and both legislative bodies have ratified these appointments. The Selection Committee will continue to fill vacancies to the Board of Trustees, subject to ratification by the County and the City pursuant to § 24-90-108, C.R.S., as amended. The Library District may appoint up to two members of its Board of Trustees to participate in the Selection Committee process as non-voting, *ex officio* members of the Selection Committee.
- b. The Board of Trustees will assist in the appointment process by:
 - i. Advising the City and County of an existing or impending vacancy and requesting a schedule for the Selection Committee work; and,
 - ii. Including with the request, a draft application package and proposed application and interview questions for review and approval by the Selection Committee; and,
 - iii. Suggesting a proposed schedule and plan for advertising, public outreach and notice of the opportunity; and,
 - iv. Collecting applications, compiling information and submitting it to the Selection Committee in preparation for interviews.
- c. The Selection Committee will build an application and search process which will seek to be inclusive of individuals from historically marginalized communities and reflect the demographic and geographic diversity of the community within the Service Area of the Board.
 - i. Applicants will be required to acknowledge and pledge to support and promote the principals set forth in the American Library Association Library Bill of Rights and Trustee Statement of Ethics copies of which are attached as **Exhibit C**.
- d. The Selection Committee will recommend one nominee for each open seat on the Board of Trustees for ratification by the County and City. In the event a nominee is rejected, the Selection Committee will review existing applications or begin the search process again to recommend another nominee for ratification.

- e. This process will remain in effect unless otherwise agree to by the Parties pursuant to Section 1.2.

Section 2.2 Removal of Trustees.

- a. A Trustee may be removed only by majority vote of the Board of Trustees and in accordance with Colorado Library Law; and by a majority vote of the appointing legislative bodies upon a showing of good cause as defined in the Trustee's Bylaws and Colorado law. Under the Board of Trustee's Bylaws, good cause includes but is not limited to, a deliberate breach of the Bylaws or rules and regulations adopted by the Board of Trustees; criminal or fraudulent activity; causing significant harm to the Library District, either materially or to its reputation; failure to perform duties outlined in the Bylaws; or failure to attend three consecutive regular monthly meetings of the Board without an excused absence. The Board may waive or authorize any unexcused absence from the attendance requirement under extenuating circumstances.
- b. If a member of the Board of Trustees is removed as provided in Section 2.2.a., the vacancy will be filled for the remainder of the term in the manner set forth in Section 2.1.a. and 2.1.b.

Section 2.3 Obligations of the County. The County will, in cooperation with the City, be responsible for timely ratification of appointment of trustees recommended by the Board of Trustees from the residents within the Service Area pursuant to § 24-90-108, C.R.S.

Section 3 Mutual Understandings.

Section 3.1 Boulder Valley Comprehensive Plan (BVCP). The BVCP guides decisions about growth, development, preservation, environmental protection, economic development, affordable housing, culture and arts, urban design, neighborhood character and transportation. BVCP policies and sustainability principles inform decisions about the way urban services are to be provided, including library services. The Library District agrees to embrace the BVCP Sustainability Principles and commit to continuing its important role in social sustainability. The Boulder Public Library has been a leader in social sustainability by providing free library services that allow community members of all incomes, ages, and backgrounds to stand on equal footing regarding information access. The Library District should continue this legacy.

- a. To ensure social equity is addressed and improved for community members, the City, the County, and the Library District will adhere to the BVCP social equity policy section 8.03. The Library District will uphold the [American Library Association Bill of Rights](#) and the [American Library Association Code of Ethics](#).

- b. The City and the County agree to actively engage with and consult with the Library District during updates to the BVCP.
- c. The Library District agrees to periodically update its Strategic Plan in collaboration with the City and the County. This includes expanding the geographic purview of the 2018 Boulder Public Library Master Plan to include the Library District's areas of influence; the use of relevant economic and demographic data and projections developed by the City and the County; robust community engagement as defined in BVCP policy 10.02; referral of drafts for comment to appropriate City and County departments and boards; and review and comment by the City and the County.

Section 3.2 **Notice.** Any notices given under this Joint Obligation IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed via Federal Express; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an 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
Office Boulder County Courthouse
Third Floor
1325 Pearl Street
Boulder, CO 80302
303-441-3500

Boulder County Attorney's
Boulder County Courthouse
Fifth Floor
1325 Pearl Street
Boulder, CO 80302
303-441-3190

For the Library District:

Board of Trustees
Boulder Public Library District
1001 Arapahoe Avenue
Boulder, Colorado 80302
Attn: David Farnan
Phone: 303-441-3110
dfarnan@boulderlibrary.org

Library District Attorney
Seter & VanderWall, PC
7400 E. Orchard Road, Suite 3300
Greenwood Village, CO 80111
Attn: Kim J. Seter & Beth Dauer
Phone: 303-770-2700
kseter@svwpc.com and edauer@svwpc.com

For the City:

City Manager
City of Boulder
1777 Broadway
Boulder, CO 80302
303-441-3090
CMOAdmin@bouldercolorado.gov

City Attorney
City of Boulder
1777 Broadway
Boulder, CO 80302
303-441-3020
CAOAdmin@bouldercolorado.gov

Section 3.3 **Intended Beneficiaries.** Nothing expressed or implied in this Joint Obligation 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 Joint Obligation IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this Joint Obligation IGA are for the sole and exclusive benefit of the City, the County and the Library District.

Section 3.4 **Severability.** If any provision of this Joint Obligation IGA is determined to be unenforceable or invalid for any reason, the remainder of this Joint Obligation IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

Section 3.5 **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Joint Obligation IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.

Section 3.6 **Conflict with Laws.** Any provision of this Joint Obligation IGA that conflicts with or violates any provision of the *Constitution of the State of Colorado*, TABOR, the Colorado Library Law or the provisions of any statutes governing the operations and/or powers of the Library District shall be deemed excised, and the remaining provisions of this Joint Obligation IGA shall be interpreted in a manner that implements the manifest intent of the Parties in entering into this Joint Obligation IGA.

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

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**BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY, COLORADO**

Chair

Date

ATTEST:

Approved as to form:

Boulder County Attorney

**BOULDER LIBRARY DISTRICT
BOARD OF TRUSTEES**



President

Date

ATTEST:

Approved as to Form:



Secretary



Library District Attorney

KIM J. SETER #14294

**CITY OF BOULDER,
a COLORADO home rule municipality**

Nuria Rivera-Vandermyde, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

EXHIBIT A

Library District Legal Service Area

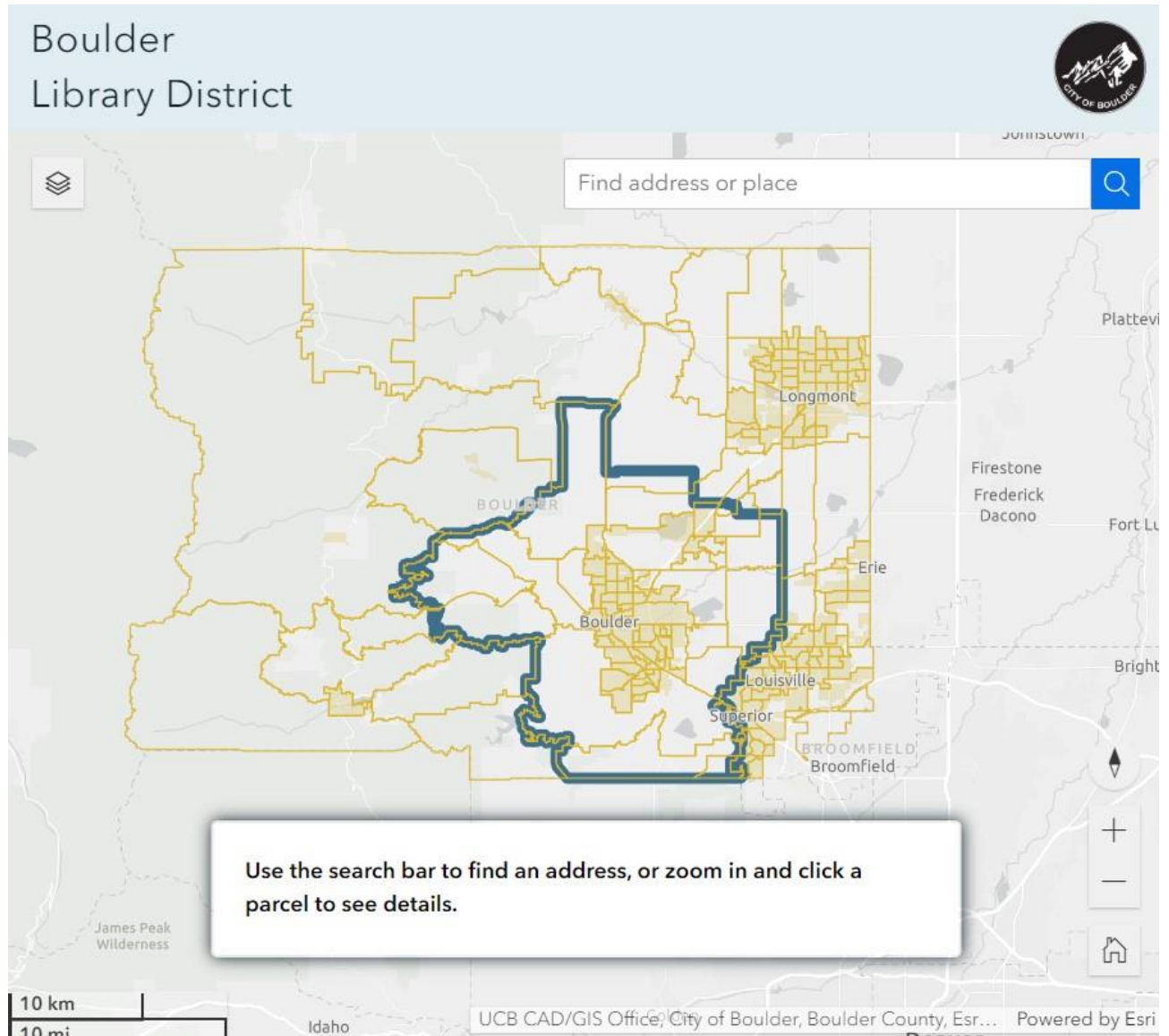


EXHIBIT B

Board of Trustees and Terms

Katharine “Joni” Teter	Term Expires 2024
Sam Fuqua	Term Expires 2025
Cara O’Brien	Term Expires 2026
Sylvia Wirba	Term Expires 2027
Doug Hamilton	Term Expires 2027
Benita Duran	Term Expires 2028
Jennifer Yee	Term Expires 2028

EXHIBIT C

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as Interpretations of the Library Bill of Rights (<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations>).

TRUSTEE STATEMENT OF ETHICS

1. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.
3. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
4. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.
5. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.
6. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.
7. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
8. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.
9. We affirm the inherent dignity and rights of every person. We work to recognize and dismantle systemic and individual biases; to confront inequity and oppression; to enhance diversity and inclusion; and to advance racial and social justice in our libraries, communities, profession, and associations through awareness, advocacy, education, collaboration, services, and allocation of resources and spaces.