
MEMORANDUM

TO: Poudre River Public Library District

FROM: Seter & Vander Wall, P.C., Kim J. Seter, Esq., and Cameron J. Richards, Esq.

DATE: September 6, 2017

RE: Legal Status Report for September 11, 2017 Trustees' Meeting

This is our legal status report for the Trustees' meeting scheduled for September 11, 2017.

Review IGA between the District, City of Fort Collins, and Larimer County

Task: Review the IGA signed by the District, City of Fort Collins, and Larimer County for purposes of determining what portions of the agreement have been accomplished and which portions still govern the relationship of the parties.

Status: We have reviewed the IGA; an annotated copy was provided at the August meeting. All provisions contained in a black box have been satisfied, performed or are no longer followed. Those marked with red in the right hand margin are already governed by statute.

The only provisions that remain in effect are those governing the District use of City services contained in Section 1.3.

Action: No action required at this time.

Review of Bylaws

Task: Review the District's bylaws for any changes or updates that are necessary or inconsistent with changing law.

Status: The review of bylaws was requested as part of the ongoing review of policies. We are working with the committee of Ms. Quijano, Mr. Frey, and Ms. Schultz to make appropriate and necessary revisions.

The bylaws are generally in good shape, though there are areas which could be cleaned up for clarity, consistency with policy, and corrections to grammar. Because these changes will affect numerous provisions

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throughout the document, the recommended procedure is to present a fully revised copy of the bylaws to the Board which can then be voted on as amended and restated bylaws. A copy will be provided to the Committee for review and comment prior to presentment to the Board.

Pursuant to the bylaws, any proposed amendment must be presented to the entire Board at least 15 days before a vote.

Action: None at this time.

Termination of Professional Services Agreement for Facilities Planning

Task: The Board determined to stop all work by on the Facilities Plan and desires to terminate the services of the contractor.

Status: A Professional Services Agreement (the "Agreement") was entered into with Humphries Poli Architects, PC on September 27, 2016. It was to expire on February 23, 2017 but must have been extended. The City provided a Stop Work Notice at the District's request on July 18, 2017. The board voted to terminate services in August and notice of the termination has been provided to Humphries Poli.

Action: No action necessary

Options for Funding Facilities Plan

Task: Summarize financing options the District can consider to fund the facilities development plan.

Status: The District has three options to pay for the construction of new libraries or the improvement of existing branches: (1) Cash out of reserve/budgeted funds; (2) General obligation bonds; and (3) lease/purchase financing with or without Certificates of participation. Each is summarized below. We recommend use of certificates of participation as a simple and cost effective approach.

Cash on Hand: Availability of this "pay as you go" option depends on the scale of the project, the District's financial position, and budget considerations for not only the next year, but in years to come. It is often best to utilize cash on hand to provide current services.

General Obligation Bonds: The most common form of government financing. Bonds are secured by the full faith and credit and taxing power of the government issuer. Bonds offer low interest rates and are attractive to investors due to their double tax exempt status. However, the issuance

of debt through general obligation bonds requires an election as does the corresponding increase in taxes pursuant to Art. X, §20 of the *Colorado Constitution* (“**TABOR**”).

Lease/Purchase with or without Certificates of Participation (“COP”):
Libraries are in a unique position to take advantage of sale/lease back financing. From a legal perspective, this method involves selling or leasing a property that is owned by the District. The funds received are used to buy new or improve old facilities. The property sold/leased by the District is leased back to the District which pays rent consisting of principal and interest to the investor[s]. The lease back to the District contains an option to purchase the property at the end of the lease for a nominal fee, often \$1.00. Lease/purchase financing does not constitute long-term obligations of the issuing authority, and is therefore exempt from state and local laws that require voter approval under TABOR.

We recommend lease/purchase financing as the best option. However, we are ready to assist with reviewing and recommending action on any method the District may ultimately pursue.

Action: No action is required at this time.

Organization of Waters' Edge Metropolitan Districts Nos. 1-5

Task: Our office received notice of a public hearing on the organization of Water's Edge Metropolitan District Nos. 1-5.

Status: The public hearing was held on Tuesday, September 5, 2017, at 3:00 p.m. at in the Council Chambers, City Hall West, 300 La Porte Avenue, Fort Collins, CO. The general area is located north of Richards Lake Road, west of I-25, south of East Douglas Road, and east of Terry Lake Road.

As a taxing entity with boundaries that either overlap or are within three miles of the proposed district, you are entitled to notice of the formation of the proposed district. C.R.S. § 32-1-204(1). The formation of this district would not appear to impact the Library District. If the proposed district is within your boundaries, you may see your tax base grow as a result. If the proposed district is near a branch, that branch may see increased traffic as buildout progresses.

Action: No action is required at this time.

Enforcement of Behavior Policy in Library Park

Task: An interesting question was posed regarding enforcement of the

District's Behavior Policy in Library Park which is a public park controlled by the City pursuant to a lease with the District.

Status: A copy of our memorandum response is attached as it may lead to some policy changes that will have to be addressed by the Board.

Action: None required at this time.

Verizon Rooftop Antennae Lease

Task: Review proposed rooftop lease with Verizon for a communications antennae.

Status: The proposed lease has been reviewed and returned to Jeff Barnes for further consideration. Jeff will present this to the Board when deemed appropriate.

Action: None at this time.

Important Case Updates

Sutherland Lawsuits

Task: Eric Sutherland has filed numerous lawsuits concerning tax, URA and election issues against the county, city and two school districts.

Status: We are monitoring the actions in preparation for any claims against the Library District which now seem very unlikely.

1. *Sutherland v. Poudre School District*, Larimer County District Court, 2016CV000299 – This case was dismissed on January 19, 2017. To my knowledge, no appeal has been filed.

2. *In Re Petition of Poudre School District R-1*, Larimer County District Court, 2016CV31129 – This case was combined with 2016CV31130.

3. *Poudre School District v. Sutherland*, Larimer County District Court, 2016CV031130 – This case was combined with 2016CV31129.

The combined cases were resolved in favor of the School District on summary judgment on May 3, 2017. Mr. Sutherland has appealed the decision to the Colorado Court of Appeals (Case No. 17CA1178) on technical, procedural grounds. Specifically, Mr. Sutherland asserts the cases were improperly combined, the court lacked jurisdiction to rule, and

genuine issues of material fact were present.

We will monitor the appeal for any issues that may impact the District. If issues that could potentially impact the District as a public taxing entity are raised, the District may consider filing an *amicus* (friend of the court) brief to help guide the court in its decision making process. If the issues remain purely procedural, an *amicus* brief would not be warranted.

Action: None required at this time.

MEMORANDUM

TO: Ken Draves, David Slivken and Eileen Gallagher

FROM: Seter & Vander Wall, P.C. and Kim J. Seter, Esq.

DATE: September 6, 2017

RE: Enforcement of Library Park Rules and Regulations

QUESTIONS PRESENTED

The Main branch library is located in Library Park (the “**Park**”). Some Park spaces outside the library building are owned by the Library District (“**District Property**”) and other spaces in the Park are owned by the City (“**City Property**”). **Exhibit A** depicts the areas of ownership.

The District and the City desired to continue the use of the Park as a public park. Accordingly, the District leased the District Property to the City under a Lease Agreement dated February 2009 which is attached as **Exhibit A** (the “**Lease**”).

The City has numerous ordinances governing public parks which are summarized in its City of Fort Collins Park Rules and Regulations a copy of which is attached as **Exhibit B** (“**City Rules**”). Section 4.3 of the Lease states:

The City will operate and manage the District Property in accordance with the Code provisions, policies and procedures applicable to City parks generally, and has full authority to make routine decisions regarding the operation and maintenance of the District Property.

The City Rules are enforced by the City Police.

Similarly, the District has Behavior Rules that apply on District property generally. A copy of the Behavior Rules is attached as **Exhibit C** (“**District Rules**”). Violation of the District Rules may result in expulsion from the District Property. The District Rules are enforced by a private security contractor engaged by the District responsible for services described in **Exhibit D** (“**Security Services**”).

Questions have been posed concerning the applicability of the City Rules and the District Rules on the leased District Property and how they are to be enforced. The question arises in part

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because District Rules 11, 12, 13 and 15 are not simultaneously violations of the City Rules. The specific questions are:

1. The lease agreement states that, "The District hereby leases to the City and the City hereby leases from the District the District Property. And "...the District agrees to allow the District Property to continue to be used as a public park..." Based on this agreement, should we change our behavior rules to NOT include Library Park and assume that city municipal Park Rules and Regulations govern park behaviors?
2. When patrons see incidents and rule infractions happening in the park, should we treat it immediately as a law enforcement issue and encourage the person witnessing the incident to report it, rather than have the security guards be a first responder and problem solver? Under our current behavior rules and G4S contract, the guidance is that G4S is responsible for patrolling the park and enforcing library rules while calling FCPD for back-up on public safety and law infractions.

DISCUSSION

The Lease conveys the rights to possession and use of the District Property to the City for the purpose of operating and maintaining a "public park" under the powers granted the City by the state Constitution. The District retains only the right to reclaim possession and use of the District Property by providing 180 days' notice that it is terminating the Lease. Accordingly, the District Property is the City's public park until the District Terminates the Lease.

C.R.S. § 24-90-109 describes the powers and duties of the board of trustees. The Trustees have the power to act as a Lessor and Lease the District Property to the City. The Trustees also have the power to adopt rules and regulations for "governance of the library" and for "library purposes."

The District Property is presently a public park. The Trustees do not have the power to adopt or implement rules and regulations for "public park" purposes.

CONCLUSION

1. Under the existing Lease language the District should not attempt to extend its Behavior Policy rules to the public park and should assume that municipal Park Rules and Regulations govern park behaviors. If there is a need to enforce District Behavior Policy, the Lease should be amended so the District retains some incidents of possession and use for "governance of the library" and/or other "library purposes."

2. The Security Services should not include enforcement of District Behavior Policies in the park. However, this does not preclude you from having the contractor patrol the park and alert the police to violations of the City Rules or preclude staff from alerting the police to incidents witnessed by patrons.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of February, 2009, by and between **THE POUFRE RIVER PUBLIC LIBRARY DISTRICT** ("District") and **THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation**, ("City").

RECITALS:

WHEREAS, the District is the owner of certain lands and improvements located on Block 142, Fort Collins, Colorado, described and depicted on Exhibit 1, attached and incorporated herein by reference (the "District Property"); and

WHEREAS, the City is the owner of the remaining lands and improvements located adjacent to the District Property on Block 142 (the "City Property"); and

WHEREAS, the District Property was previously owned by the City, and the District Property and City Property together have historically been managed and operated by the City as "Library Park"; and

WHEREAS, pursuant to the Intergovernmental Agreement between the District, the City and Larimer County dated December 18, 2007, the District agreed to allow the District Property to continue to be used as a public park, including use for special events, until such time as the District may wish to redevelop the District Property; and

WHEREAS, the District desires to have the City continue to manage, maintain and operate all of Library Park as a City park; and

WHEREAS, on August 19, 2008, the Fort Collins City Council approved Resolution 2008-074, authorizing the City to enter into an intergovernmental agreement with the District regarding the City's leasing of the District Property.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations herein expressed and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby mutually covenanted and agreed by and between the parties as follows:

1. Property. The District hereby leases to the City and the City hereby leases from the District the District Property.

2. Term.

2.1 The initial term of this Lease begins on January 30, 2009 and ends on December 31, 2009. Thereafter, on January 1 of each year, this Lease will automatically renew for additional, successive one-year terms, until terminated by either party as provided herein.

2.2 Either party may cancel this lease at will at any time upon one hundred eighty (180) days advanced written notice to the other.

2.3 This Lease is subject to annual appropriations by the Fort Collins City Council, in its sole discretion, of funds sufficient to allow for the continued operation and management of the District Property. In the event that funds to allow the City to continue to operate and manage the District Property for lease terms after the initial term are not appropriated and available, this Lease shall terminate at the end of the then-current calendar year. The City will provide the District with no less than 30 days advance written notice of termination for non-appropriation.

2.4 In the event of early termination of the Lease under Section 2.2 or 2.3 above, the City must remove all personal property or improvements not owned by the District within the applicable notice period, except for memorial benches and markers currently located on the District Property as of the date this Lease is executed. If the City fails to remove said personal property within the above time limit, the City hereby grants the District the absolute right to keep, convey, destroy, or otherwise dispose of it in any manner the District chooses. Memorial benches and markers located on the District Property as of the date of this Lease will remain the property of the City and may remain in their current locations. If the benches or markers need to be moved to accommodate the District's use of the District Property after termination of the Lease, the City will move them to another location on the District Property, or at the City's discretion, to an off-site location.

3. Consideration.

3.1 As consideration for the use of the District Property, the City agrees to operate and maintain Library Park in substantially the condition it is in at the time of this Lease at the City's own expense, including paying for water and electricity, except that the parties will share costs for maintenance of the driveway and parking areas on the north side of Library Park, including snow removal.

3.3 If the District would like the City to make any upgrades, additions or improvements to the existing landscaping, fixtures or other improvements or replace hardscape or fixtures located on the District Property, the City will do so at the District's sole expense, including reimbursement for any additional costs incurred by the City for maintaining upgraded, added or improved facilities.

3.4 District understands and agrees that upon any termination of this Lease, District will become solely responsible for all costs associated with the District Property, including the costs of operating and maintaining the floodlights located on the District Property, unless otherwise agreed by the parties in writing.

4. Permissible Uses of District Property.

4.1 The City agrees to use and occupy the Property only for the purposes of a City park and related purposes and functions, and for no other purpose whatsoever without the prior written consent of the District.

4.2 Use of the District Property as a City park includes the City's right to license the use by public or private groups of all or portions of Library Park for special events, through the City's permitting processes, so long as such use does not interfere with the District's operation of the Main Library. Except for New West Fest, the District has the right to priority scheduling of the

District Property for Library events, provided the District notifies the City at least sixty (60) days in advance of the dates and times that the District intends to use the District Property. If the District provides less than sixty (60) days notice, the District will still have priority use, provided no conflicting uses are already scheduled.

4.3 The City will operate and manage the District Property in accordance with the Code provisions, policies and procedures applicable to City parks generally, and has full authority to make routine decisions regarding the operation and maintenance of the District Property.

4.4 As part of the City's Holiday Display at the Fort Collins Museum, the City may each year place seasonal symbols and decorations on the portion of the District Property that is northeast of the Museum building. The City is responsible for all costs associated with the display.

5. Condition of Property, Maintenance and Damage. The parties stipulate that they have examined the District Property, including grounds and all improvements, and that they are, at the time of this Lease, in good order and repair. The City agrees to take possession of the District Property "as-is" and in its actual condition at the commencement of this Lease, and waives any claims related to said condition. If, during the term of this Lease, the Property or any part thereof shall be destroyed or so damaged by flood, fire or other casualty as to become untenable, then, at the option of the District, the term hereby created shall cease; and this Lease shall become null and void from the date of such damage or destruction; and the City shall immediately surrender the Property and its interest therein, provided, however, that the District must exercise such option to terminate this Lease by notice in writing delivered to the City within thirty (30) days after such damage or destruction.

6. Alterations and Improvements. Neither party may make substantial alterations or improvements to the District Property without prior written consent of the other party. All alterations, changes and improvements built, constructed, or placed on the District Property by the City, with the exception of fixtures removable without damage to the District Property and movable personal property, will be the property of the District upon construction and remain on the Property at the termination of this Lease, unless otherwise provided by written agreement between the parties.

7. Signs. Neither party may affix, erect or maintain on the District Property any permanent sign without first obtaining the other party's approval. The District acknowledges that the City is entitled to erect such signs as it deems necessary to notify the general public of any unsafe conditions or prohibition on public access, and to place or allow others to place temporary signs on the District Property in conjunction with special events, without further advance notice to the District, provided such signs comply with applicable City Code provisions.

8. Assignment and Sublease. Except for the permits described in Section 4.2 above, the City must not assign, sublet or grant any concession or license for use of the District Property or any part thereof without the prior written consent of the District.

9. Right of Inspection/Study of Property. The District and its consultants have the right at all reasonable times to enter the District Property for the purpose of inspecting, surveying or studying the District Property and all buildings, grounds and improvements located thereon without prior notice to the City, provided such activities do not interfere with the public's use of Library Park.

10. Surrender of Property. At the expiration of this Lease term or upon termination notification from either party, the City agrees to quit and surrender the District Property in as good a state and condition as it was at the time of commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

11. Default. If either party defaults in the performance of or compliance with any term, provision or condition of this Lease, the non-defaulting party will give the defaulting party written notice of the default or breach. If, within twenty (20) days after receipt of such notice, the defaulting party has not corrected the default or breach or taken action reasonably likely to affect such correction within a reasonable time, then the non-defaulting party may (a) terminate this Lease; (b) treat this Lease as continuing and require specific performance; or (c) avail itself of any other remedy available at law or equity.

12. Liability. Each party is responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of such party, its officers, employees and agents in connection with the performance of this Agreement. Nothing herein is intended as a waiver of the notice requirements, defenses, immunities and limitations the parties may have under the Colorado Governmental Immunity Act (24-10-101, C.R.S., et. seq.)

13. Notices. Any notice by either party to the other must be in writing and is deemed to be duly given only if delivered personally, sent by overnight courier, or mailed by registered mail in a postage prepaid envelope addressed to the parties as follows:

District: Poudre River Public Library District
201 Peterson Street
Fort Collins, CO 80524

With a copy to:
Seter & Vander Wall, P.C.
7400 E. Orchard Rd., Ste. 3300
Greenwood Village, CO 80111

City: Real Estate Services Manager
City of Fort Collins
Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580
Hand Delivery:
117 North Mason St.
Fort Collins, CO 80524

With a copy to:
City Attorney's Office
City of Fort Collins
Mailing Address:
P.O. Box 580
Fort Collins, CO 80522-0580

Hand Delivery:
300 LaPorte Avenue
Fort Collins, CO 80521

14. Conditions of the Agreement. It is further agreed by and between the City and Lessee as follows:

- 14.1. This Agreement may not be enlarged, modified, or altered, except in a writing, signed by all parties as an amendment hereto.
- 14.2. No waiver of any breach of this Agreement shall be held or construed to be a waiver of any subsequent breach thereof.
- 14.3. In the performance of the obligations provided for in this Agreement, time is of the essence.
- 14.4. The covenants and conditions herein contained apply to and bind the legal representatives, successors and assigns of the parties hereto and all covenants are to be construed as conditions of this Lease.
- 14.5. If any provisions of this Lease are declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day and year first written above.

DISTRICT:

**THE Poudre River Public Library
District, a political subdivision of the State of
Colorado,**

Date: _____

By: _____
Mary Atchison, President

ATTEST:

Secretary

APPROVED AS TO FORM:

Seter & Vander Wall, P.C.

CITY:

**THE CITY OF FORT COLLINS, COLORADO, a
municipal corporation**

Date: _____

By: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

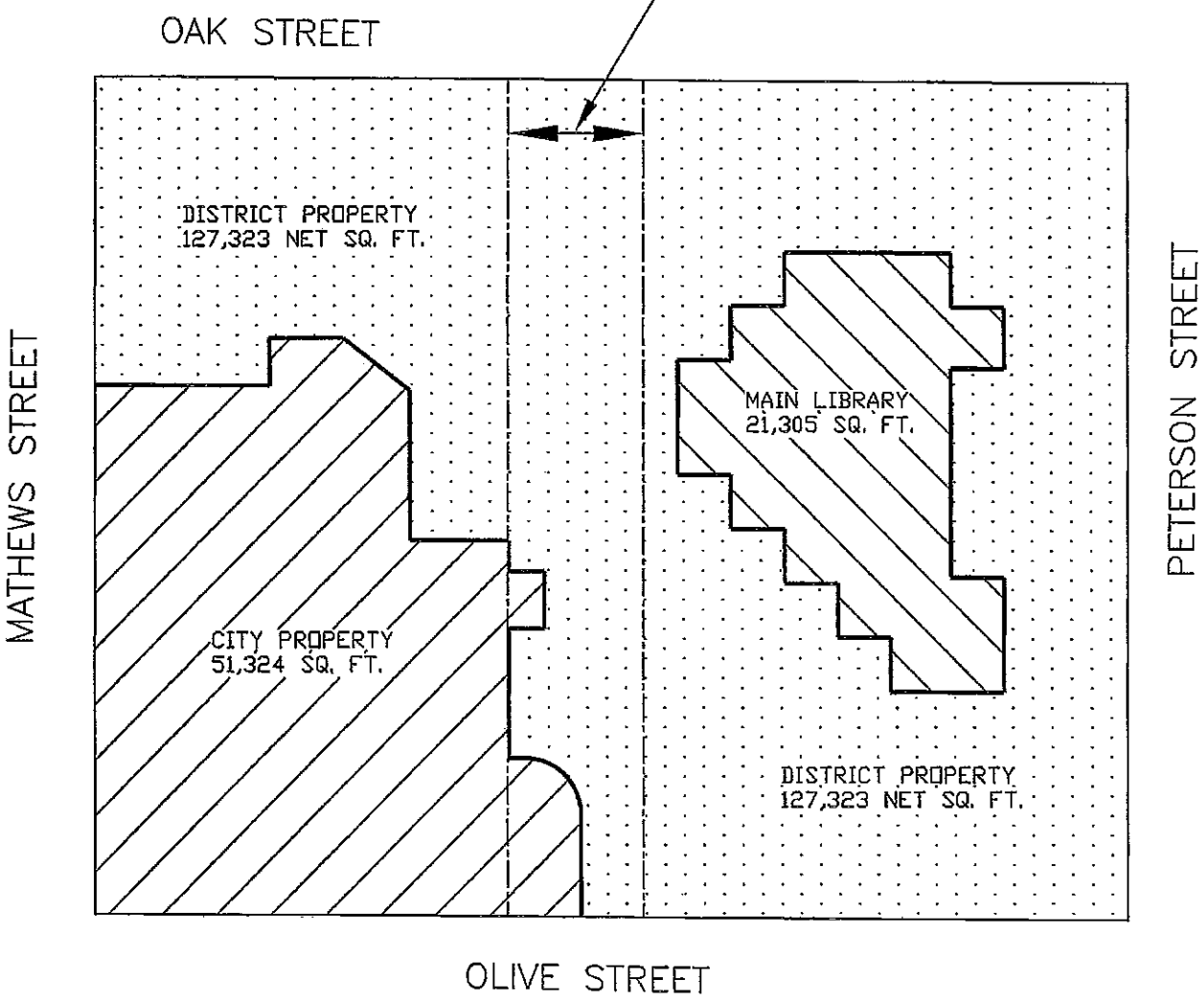
Assistant City Attorney

EXHIBIT 1

Description and Drawing of District Property

LOCATION SKETCH
LIBRARY DISTRICT
BLOCK 142 CITY OF FORT COLLINS

LINCOLN PLACE
VACATED BY
ORDINANCE NO.
82-2008



NTS
JULY 29, 2008

Library Park Inventory

- Flag Pole @ Library entrance
- Misc. signs (no parking, pet ordinance, etc)
- Dog bag dispenser
- Bike Racks @ Library and Museum entrances
- Interior light poles
- Electrical pedestals along diagonal walk
- Trash Cans
- Picnic tables
- Playground
- Trees
- White column gable structure (I believe this belongs to the Museum)

Memorial Benches

- Kevin Brown (SE corner)
- Hafich (East side)
- Ayres (NE corner)

Other Memorials

- Holzfaster memorial statue in Butterfly Garden (purchased by Library staff)
- Memorial Rock – USS Maine
- Memorial tree plaque – Grand Army
- Annie the Dog Statue in Annies Garden (Library entrance)

**CITY OF FORT COLLINS
PARK RULES AND REGULATIONS**

Summary of Laws, Rules, and Regulations Frequently Enforced in Parks, Open Spaces, Trails, and Facilities Located Therein, Either Within or Outside City Limits

Alcoholic Beverages: Carrying or drinking liquor or fermented malt beverages (open container law) is prohibited (Code #17-1411); selling, offering, or possession for sale without a license to do so is illegal (Code #3-71).

Animals/Birds: Owner is responsible for removal of animal waste (Code #4-71); all animals shall be kept under restraint (leash law) and animals at large are prohibited (Code #4-93); disturbance of peace and quiet prohibited (Code #4-94); Public nuisance prohibited (code #4-95); no inhumane animal traps allowed, and trapping needs permission of the Humane Society (Code #4-120); Fort Collins is a wild bird sanctuary/refuge and all wild birds are protected (Code #4-156); the killing or capturing of wild birds is unlawful (Code #4-157).

Camping: It is unlawful to camp unless a permit is obtained (Code #23-212).

Curfew: A curfew prohibiting the use of specific parks during the hours of 11:00 pm to 5:00 am is effective upon conspicuous posting (Code #23-201, Ord. #62, 1988 #1 Admin. Order No. 1).

Disturbing the Peace: Disturbing the peace (Code #17-121), disorderly conduct (Code #17-124), and unreasonable noise (Code #20-22) are all prohibited.

Fires: Bonfires and outdoor rubbish fires other than for cooking purposes are restricted by permit of the Poudre Fire Authority, and all fires are only to be in authorized locations (Code #9-2[6]); burning of refuse or rubbish is prohibited (Code #12-20).

Glass Bottles/Containers: Glass beverage bottles or containers are prohibited except where authorized (Code #23-210, Ord. No. 62, 1988 #8).

Golf Balls: The driving, hitting, or throwing of golf balls is prohibited (Code #23-201, Ord. No. 62, 1988 #5).

Hours of Usage: The hours regulating the use of various park facilities such as ballfields, tennis courts, etc. will be effective upon conspicuous posting (Code #23-201, Ord. No. 62, 1988 #1, Admin Order No. 1).

Ice: Walking, skating, or otherwise entering the ice on any waters where signs are posted is prohibited (Code #23-201, Ord. No. 62, 1988 #3).

Littering: Littering is prohibited (Code #17-41).

Loitering: Loitering is prohibited (Code #17-122)

Pollution of Waters: Washing dishes or vehicles, or emptying of waste materials in any manner that pollutes the waters is prohibited (Code #23-201, Ord. No. 62, 1988 #10).

Posting Notices: Fastening or showing cards, poster, or other advertising devices without permission is illegal (Code #17-42).

Rules of Usage: No person shall enter or remain in any parkland, open space, or trail area or facility located therein, or conduct himself in the same in violation of any order, rule or regulation limiting or prohibiting the use, activities or conduct on such property issued by the Director of Cultural, Library, and Recreational Services after having been notified of the same by a sign posted at the main entrance to the area or other conspicuous location or personal notification by a representative of the Parks and Recreation Department or a police officer (Code #23-201, Ord. No. 62, 1988 #1); the rules regulating the use of various park facilities such as ballfields, tennis courts, etc. will be effective upon conspicuous posting (Code #23-201, Ord. No. 62, 1988 #1 Admin Order #1).

Smoking: Smoking or carrying of lighted smoking instruments in indoor public places is prohibited, except in permitted smoking areas (Code #12-58).

Solicitation/Vendors: Selling or offering to sell any item for commercial gain without a permit or grant of concession right is illegal (Code #23-201, Ord. No. 62, 1988 #6); solicitation by vendors in public buildings and offices without invitation is prohibited (Code #15-106); utilization of areas to conduct a service for commercial gain without a permit is illegal (Code #23-201, Ord. No. 62, 1988 #7).

Special Events: Permits are required for parades, athletic events, and other special events in the city (and a promoter may charge admission) (Code #23.5-1, and legal opinion).

Swimming: Swimming, boating, or wading in the waters where signs are posted is prohibited (Code #23-201, Ord. No. 62, 1988 #4).

Trash Receptacles: Dumping of home or business-generated trash in public trash receptacles is prohibited (Code #23-201, Ord. No. 62, 1988 #9).

Trees and Shrubs: It is unlawful to plant, prune, remove, destroy, or injure any tree, shrubs, or hedge without a permit (Code #27-31).

Trespass: Trespassing is illegal when requested to leave (Code #17-40).

Vandalism/Tampering: No person shall knowingly injure, damage, or destroy real or personal property (Code #17-39); nor injure, deface, destroy, or remove signs, notices, or markers, etc. (Code #17-43).

Vehicles: Abandoned vehicles are prohibited (Code #28-17); it is illegal to operate or park a motor vehicle other than on established roadways or in designated parking areas (Code #23-201, Ord. No. 62, 1988 #2).

Weapons: Discharging weapons except where specifically authorized is prohibited (Code #17-101).

Dated: 3/24/1989

BEHAVIOR RULES

Disruptive, threatening or unsafe behavior will not be tolerated on library property.

If a library patron violates the behavior rules listed below, library staff or security personnel will inform the patron that the behavior is inappropriate, and depending on the severity of the behavior, may either ask that the behavior stop or instruct the patron to leave the building. If the patron refuses to leave, staff will contact local law enforcement.

Disruptive behavior on the part of any library patron may result in the suspension of library privileges for up to one year.

Any person who violates rules 1-6 while in or on library premises will be immediately ejected and excluded from all Poudre River Public Library District premises without first being given a warning. Any person so excluded shall lose all library privileges for a period of up to one year. Criminal incidents will be reported to the appropriate law enforcement agency.

- 1.** Committing or attempting to commit any activity that constitutes a violation of any federal, state or local criminal statute or ordinance.
- 2.** Physical abuse or threat of physical harm; behaving in a threatening, intimidating or violent manner toward any individual or group; or behaving in a manner that creates the potential of physical injury to oneself or others; and any form of unwanted touching or physical contact of another person
- 3.** Property damage: intentionally destroying, damaging, defacing or vandalizing library property; threatening to damage such property.
- 4.** Sexual misconduct: engaging in any action that is sexually inappropriate or offensive.
- 5.** Openly carrying a firearm or carrying a concealed firearm without a concealed firearm permit issued by the State of Colorado.
- 6.** Possessing illegal drugs, marijuana, or open or unsealed containers of alcoholic beverages.

Any person who violates rules 7-12 while in or on library premises may be given a warning at the discretion of library staff; then the person will be required to leave the premises for the day. Subsequent offenses by that person may result in that person's immediate ejection and exclusion from all Poudre River Public Library District premises for a period of up to one year

- 7.** Intoxication from drugs or alcohol resulting in observable behaviors that pose a risk to self or others or present an obstacle to the use and enjoyment of District facilities by others.
- 8.** Use of the interior spaces of any Library District facility for activities not specifically authorized and arranged through Library management, including but not limited to:
 - Sales, soliciting, marketing, conducting surveys, or similar activities.
 - Distributing leaflets, flyers, or other material inside a library building.
- 9.** Use of tobacco or products containing tobacco or use of any form of smoking device inside library facilities and within 20 feet of entryways.
- 10.** Violating the District's Public Access to the Internet/Wireless Policy.
- 11.** Openly carrying a knife or possessing other weapons or objects that could be used as weapons.
- 12.** Failure to comply with direction given by Library District staff or security guards acting in the performance of their duties or interference with the performance of such duties or other operations of the facility

Any person who violates rules 13-15 while in or on library premises may be given a warning at the discretion of library staff. Subsequent offenses by that person will result in that person's immediate ejection and exclusion from all Poudre River Public Library District premises. Any person so excluded may lose all library privileges for a period of up to six months.

- 13.** Sleeping in library facilities. Exception: this rule shall not apply to young children.
- 14.** Improperly using library restrooms, including, but not limited to, bathing, shaving, and washing hair or clothing.
- 15.** Verbally harassing or intimidating staff, volunteers or other patrons.

Any person who violates rules 16-19 while in or on library premises will be asked to correct the problem immediately or leave the premises until the problem is corrected.

- 16.** Entering library buildings with bare feet or a bare chest. Babies are exempted from the bare feet rule.
- 17.** Poor hygiene: posing a health, safety or sanitary risk or having bodily hygiene that detracts from the enjoyment of the library by others or damages District property.
- 18.** Possession of any animals except service animals or as otherwise authorized by library staff.
- 19.** Library users must keep packages, backpacks, luggage, or any other personal items with them at all times.

UNATTENDED CHILDREN

Unattended children must exhibit adequate maturity to use library facilities appropriately.

For details, see Library District policy 4.5, "Unattended Children" <http://www.poudrelibraries.org/policy/pdf/4.5.pdf>

SPACES DESIGNATED FOR YOUTH

Library staff and security personnel may ask adults using spaces intended for youth to vacate as needed.

A patron may appeal a suspension decision to the Library District's Executive Director by filing a written statement of appeal, including the basis of the appeal. The Executive Director has the discretion to reduce a suspension. A final appeal may be made to the District's Board of Trustees or its designee. If the suspension involves a student of Front Range Community College, the Library District will make appeal decisions in concert with the Vice President of Front Range Community College Larimer Campus.



**POUDRE RIVER
PUBLIC LIBRARY**
DISTRICT



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707- fax
fcgov.com/purchasing

March 27, 2017

G4S Secure Solutions Inc
Attn: Jeremy Graves
14111 E Alameda Ave, Suite 300
Aurora, CO 80012

RE: Renewal, 8207 Security Services for Library District

Dear Mr. Graves:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

- 1) The term will be extended for one (1) additional year, May 1, 2017 through April 30, 2018.
- 2) Contract additions to Exhibit A Scope of Services, per attached, effective May 1, 2017.


If the renewal is acceptable to your firm, please sign this letter in the space provided and **include a current copy of insurance certificate naming the City as an additional insured for General and Automotive Liability** within the next fifteen (15) days.

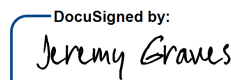


If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Ed Bonnette, C.P.M., CPPB, Senior Buyer at (970) 416-2247 if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

 A9D0A054C8CB45D...
 Gerry S. Paul
 Director of Purchasing

DocuSigned by:

 052CB732ACB9450...
 _____ 3/27/2017
 Signature Date

(Please indicate your desire to renew 8207 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

GSP:jg

Additions to Exhibit A SCOPE OF SERVICES

Security Services for Poudre River Public Library District - Old Town Library, Webster House Administrative Center, and Library Park

Officers are expected to provide a safe and secure environment where patrons who wish to use library services are free to do so, and where no one is allowed to interfere with another's use of the library services. To this end, officers shall:

- Patrol the Old Town library building interior, Webster House Administrative Center, and Library park (excluding the Community Creative Center building and court yard on west side of park) continuously.
- Enforce library rules and policies; working in collaboration with library staff, issue suspensions/trespasses, as necessary, for those who refuse to comply with library rules and policies; contact library Person in Charge when a suspension occurs with name, physical description, reason for suspension and length of suspension.
- Call Fort Collins Police Department for assistance as necessary and any time an illegal act is being committed inside the library, Webster House Administrative Center and Library Park.
- Respond to requests for assistance from library staff;
- Complete daily security officer report, incident reports and suspension notices in accordance with library guidelines that document incidents, interactions with patrons who violate library rules and policies; and transmit copies of all reports and notices to the library administration daily by email.
- On each patrol, make verbal and/or visual contact with staff at service desks on first and second floors of Old Town Library, check public restrooms, and make verbal and/or visual contact with staff in the Webster House as appropriate.
Carry a cell phone provided by the contractor. The telephone number will be available to library staff so the officer can be contacted for assistance. Security guards will also carry and communicate with library staff using a library-supplied radio in order to provide communication coverage in areas in the building not available to cell phones.
- Assist with the lockup of the library at closing time. Escort patrons and staff to vehicles if necessary.
- Be on-call for special events or activities in the library or park.

Time of work

Hours of security service encompass the hours of public operation at Old Town Library.

Monday: 9:00 am – 9:00 pm
Tuesday: 9:00 am – 9:00 pm
Wednesday: 9:00 am – 9:00 pm
Thursday: 9:00 am – 9:00 pm
Friday: 9:00 am – 6:00 pm
Saturday: 9:00 am – 5:00 pm
Sunday: 12:00 pm – 5:00 pm

Daily security service hours per week for contract period 05/01/2017 – 04/30/2018 = 70 hrs

Services will not be needed on the following holidays and library closures for the remainder of 2017:

Friday, May 12, 2017, Staff In-Service Day
Monday, May 29, 2017, Memorial Day
Tuesday, July 4, 2017, Independence Day
Monday, September 4, 2017, Labor Day
Wednesday, November 22, 2017 – Thanksgiving Eve - All libraries close at 3pm
Thursday, November 24, 2017, Thanksgiving Day
Sunday, December 24, 2017, Christmas Eve
Monday, December 25, 2017, Christmas Day

An additional security officer will be scheduled upon request by the Library Manager, based on forthcoming cold weather or storms and library or city events taking place at or near the library.

Poudre River Public Library District Officer Procedures for Daily Service

1. Approaching patrons:
 - a. Officers are to approach patrons in a professional and courteous manner. All patrons are to be treated equally and with respect.
 - b. Officers are to make every attempt to enforce the rules in a way that prevents issues from escalating and patrons from becoming offended.
 - c. Please take time to explain the rules if they are being challenged.

- d. Any disorderly conduct or belligerent behavior must be reported to the Person in Charge and assistance from law enforcement should be requested if needed.
2. Patrols:
 - a. Officers are to perform patrols inside, through Library Park and through Webster House Administrative Center on a regular basis.
 3. Relationships and communication with library staff:
 - a. Open security-related discussions with the library staff are not allowed. All security-related issues or conversations are to be discussed with the Person in Charge and she/he will route the concerns where they need to go.
 - b. Offices should not discuss any behavior observed of a patron with any library employees other than the Person in Charge unless information is being obtained for an incident report.
 - c. Officers are expected to behave in a professional manner at all times while on duty. They should refrain from engaging in personal relationships or spending personal time with staff members in or around the library, especially while in uniform or while either are on-duty.
 4. New officer training:
 - a. When a new officer, permanent or flex, is assigned to the library, his or her training will be proctored by the tenured officer on site.
 5. Library rules and policies:
 - a. Under no circumstances should an officer question, pass judgment, or dismiss any of the library policies that are in place. The officers' duties are to enforce the rules and guidelines the library has in place.
 - b. Under no circumstances should an officer change any of the library policies.
 - c. Under no circumstances should an officer make any decisions, speak or otherwise act on behalf of the library, including posting signs or notices.
 - d. Any concerns or suggestions regarding a policy should be directed to the library manager or deputy library director for analysis and he/she will make the decision on how to deal with that concern moving forward.
 - e. Officers will refer all library-related inquiries by patrons (excluding directional questions such as location of restroom, copiers, etc.), to library staff.
 6. Other issues:

When issues of other nature arise that do not pertain to the site security, such as concerns about work schedules, they should be directed to the local G4S office and the area supervisor and not to library personnel.

COST SCHEDULE:

The library district is requesting a change from a US Officer to a CPO Officer at the following rate:

Officer	Proposed Pay Rate	Proposed Bill Rate	Holiday/Overtime Bill Rate	Hours	Weekly Cost Projection
CPO Officer	\$17.00	\$24.96	\$34.94	70	\$1,747.20