

## **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

**THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** ("Amendment") is made and entered into by and between THE POUDRE RIVER PUBLIC LIBRARY DISTRICT, formerly known as the Fort Collins Regional Library District ("District"), the CITY OF FORT COLLINS, COLORADO ("City"), and LARIMER COUNTY, COLORADO ("County") and is effective on the date last signed below.

### **RECITALS**

1. Pursuant to § 24-90-107(3)(h), C.R.S., the District, City and County entered into an Intergovernmental Agreement dated December 18, 2007, which sets forth the rights, obligations, and responsibilities, financial and otherwise, of the City, the County and the District (the "IGA").
2. Section 2.1 of the IGA states that the City will provide administrative and support services to the District at cost, and Exhibit B to the IGA describes in more detail the services that the City will make available to the District.
3. In addition to the services presently listed in Exhibit B, the District would like the City's Operations Services Department to provide Facilities Project Management services for the District, and the parties wish to amend Exhibit B to specifically list Project Management as a service the City will provide to the District, and to simplify such changes in the future.
4. Section 2.2.3.4 of the IGA provides that residual City Impact Fee revenue will be transferred to the Public Library Fund following completion of the Southeast Branch Library. The District hereby acknowledges that Section 7.5-24 of the Code of the City of Fort Collins provides for the refund of impact fees if a refund is requested and certain refund requirements are met.
5. In order to facilitate the transfer of the City Impact Fee revenue, the parties desire to amend the IGA to provide that the District will reimburse the City for any City-approved refunds of the City Impact Fee.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Section 2.1 of the IGA is amended by the addition of a new Section 2.1.3, as follows:

**Section 2.1.3** Notwithstanding the provisions of Section 8.7 below, the City and the District may amend Exhibit B to add, delete or modify City Support Services without the County's prior approval or signature being required. The District will notify the County of any such amendments and provide a copy of the final signed amendment for the County's records.


2. That Exhibit B to the IGA is hereby replaced with new Exhibits "B-1" and "B-2" as attached hereto and incorporated herein by reference.

3. That Section 2.2.3.4 of the IGA is amended to read in its entirety:

**Section 2.2.3.4** Any revenue remaining from the City Impact Fee following completion of the Southeast Branch Library will be transferred to the Public Library Fund and must be expended only on new capital improvements, located within the City of Fort Collins, as designated in the District's Strategic Plan (as defined in Section 4.1, below), and only to the extent necessary to offset new development by providing and maintaining for the City's citizens a level of library facilities, equipment and materials that is comparable to that which existed when the City Impact Fee was imposed. Capital improvements not meeting these requirements will be funded by the District from a source other than the City Impact Fee. In the event that the City receives one or more requests for a refund of the City Impact Fee and any such refund is approved and paid by the City in accordance with Section 7.5-24 of the Code of the City of Fort Collins, the District will reimburse the City for the full amount of any such refund.

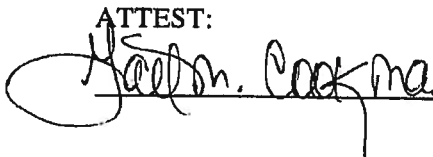
3. All terms and conditions of the IGA remain in full force and effect except as modified by this Amendment.

BOARD OF COUNTY COMMISSIONERS  
LARIMER COUNTY, COLORADO

  
Chairman

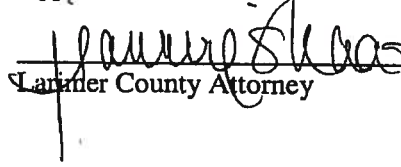
1-26-12  
Date

ATTEST:

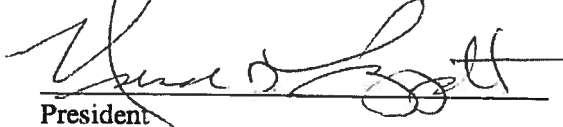
  
Larimer County Clerk



Approved as to form:

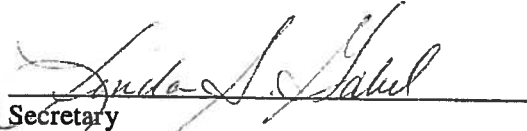
  
Larimer County Attorney

POUDRE RIVER PUBLIC LIBRARY DISTRICT  
BOARD OF TRUSTEES

  
President

1/3/12  
Date

ATTEST:

  
Secretary

Approved as to Form:

  
Seter & Vander Wall, P.C.

CITY OF FORT COLLINS, COLORADO

  
Mayor

6/4/12  
Date

ATTEST:

  
City Clerk



Approved as to Form:

  
Sr. Asst. City Attorney

# **Exhibit B-1**

## **City Support Services and Determination of "Cost"**

### **Accounting – Treasury**

Maintain accounting records, prepare journal entries, provide banking and investment services, provide summary and detail transaction reports, provide accounting assistance as needed, notify District staff of any areas of concern noted. Charges based on processing costs for the Finance Department including assigned accounting staff.

### **Accounts payable**

Process and mail or make electronic payment vendor payments in compliance with procedures in effect for the City and adopted by the District. Process District employees purchasing card transactions and prepare and provide reports to District staff of purchasing card activity. Record transactions as directed by District staff. Assist in resolving errors and discrepancies. Prepare 1099 forms for applicable Library vendors. Provide all forms and supplies needed for the accounts payable function. Maintain documentation of transactions in compliance with established archive requirements. Charges are based on the proportion of District activity compared to citywide activity based on number of receivings.

### **Payroll**

Process biweekly payroll and distribute paychecks or direct deposit advises to District staff for distribution to District employees. Assist in transaction analysis as requested. Provide all forms and supplies needed for the accounts payable function. Process payroll tax deposits, benefits payments and other withholdings when due. Prepare quarterly and annual payroll tax deposit forms, employee W-2's and remittance forms. Maintain documentation of payroll records in compliance with established archive requirements. Charges are based on the proportion of District activity compared to citywide activity based on number of employees.

### **Human Resources**

Provide all human resource services including maintenance and access of personnel files, application posting, acceptance and processing, drug and background investigations, benefits management, employee training and the Wellness Program. This includes access to exercise rooms and participation in special programs such as the Well Days Incentive Program, health fairs, blood drives and flu shots. Charges are based on the proportion of District activity compared to citywide activity based on number of employees.

### **Purchasing**

Process purchase orders, requisitions and other documents needed to acquire vendor goods and services. Assist in issuing and evaluating District bids and requests for proposals (RFP's). Provide all forms and supplies needed. Allow District to participate

in City bids and RFP's where appropriate (such as custodial services). Maintain purchasing records in compliance with established archive requirements. Charges billed on per PO/bid/RFP activity of \$150/PO, \$75/MO, \$1500/bid-RFP, \$750/contracts not relative to bid for RFP. City shall assign warranties to District, if any.

#### Operations – Facilities

Provide maintenance and repair of District-used facilities as requested and approved by District staff. Charges billed per work order. Materials and outside labor billed at cost. City labor billed at rates established for City departments as listed in the City's budget manual.

Provide project management services as requested and approved by District staff. Charges billed per hour. Materials and outside labor billed at cost. City labor billed at rates established for City departments as listed in the City's budget manual. Project management scope of duties is listed on Ex. B-2.

Custodial services will be provided by the City-approved vendor. Charges for these services are based on the proportion of District activity compared to citywide activity based on building square footage but an administrative fee of \$3,000 for contract management.

#### MIS

Provide specific technology services that support other City of Fort Collins service providers (including MIS support of financial and Human Resources systems; provision, access and support of voice, data and other telecommunications networks; Internet access services; web services; email and calendaring (groupware) services; consultation and others as specified in this agreement. Services provided by the City are billed to the district at City cost.

Due to the fundamental importance of a stable technological environment and the changing nature of technology, the Library District and MIS will meet annually in advance of District and City budget cycles to review the services and costs, and make any necessary adjustments to the slate of MIS services purchased by the District.

#### Mail Services

Provide mail services including inter-City/District mail, mail pickup and delivery, and regular and bulk mailing. Charges for these services will be billed in the same manner and at the same rates charged City departments.

## EXHIBIT B-2

### Project Management Scope

The duties of the Project Manager (City), as a representative of the Owner (District), include:

1. The Project Manager shall visit the site at intervals appropriate to the state of the Contractor's operations, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
2. The Project Manager shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.
3. The Owner shall endeavor to communicate with the Contractor through the Project Manager about matters arising out of or relating to the Contract Documents.
4. The Project Manager shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
5. The Project Manager shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Project Manager considers it necessary or advisable, the Project Manager shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.
6. The Project Manager shall prepare Change Orders and Construction Change Directives, with supporting documentations and data if deemed necessary by the Project Manager, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
7. The Project Manager shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based

upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

8. The Project Manager shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Project Manager shall interpret and decide matters concerning performance of the Owner and Contractor under the Contract Documents on written request of either the Owner or Contractor. The Project Manager's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.