

Agenda Item No: GB-B

Meeting Date: August 14, 2023

Subject: Resolution 23-76, a Resolution approving a Memorandum of Understanding Concerning Library Service to the City of Dacono by the High Plains Library District.

Presenter: Jennifer Krieger, AICP, Interim City Manager

Background: The City Council of Dacono would like to include the City of Dacono into the District and believes it would be in the best interests of the citizens of Dacono and would provide all citizens of Dacono with enhanced public library services. The Board of Trustees of the District and City Council of Dacono have adopted resolutions approving the inclusion of the City of Dacono into the District, contingent upon the approval of the tax levy by a vote of the registered electors of the City of Dacono.

Upon the inclusion of the City of Dacono, the City Council of Dacono and the Board of Trustees of the District will enter into an Intergovernmental Agreement (IGA) within ninety (90) days of the election that sets forth fully the rights, obligations, and responsibilities, financial and otherwise, of the parties. This Memorandum of Understanding details the terms to be included in any Intergovernmental Agreement entered after the November election. Terms outlined in the IGA include services to be provided, financial responsibility, facility planning, and communications regarding services.

Recommendation: Staff recommends approval of Resolution 23-76.

RESOLUTION NO. 23-76

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY AND THE HIGH PLAINS LIBRARY DISTRICT**

WHEREAS, the City Council desires to submit to the registered electors of the City a ballot question concerning inclusion of the City in the High Plains Library District; and

WHEREAS, C.R.S. § 24-90-106.3 requires that upon approval of such ballot question and inclusion of the City into the District, the City and the District shall enter into an agreement that sets forth fully the rights, obligations, and responsibilities, financial and otherwise, of the parties to the agreement; and

WHEREAS, in order to better inform City voters in advance of the election at which they will vote concerning the question of inclusion and imposition of the District's tax, the City and the District have negotiated a Memorandum of Understanding ("MOU") Concerning Library Service to the City of Dacono by the High Plains Library District, a copy of which MOU accompanies this resolution; and

WHEREAS, the City Council desires by this resolution to approve the MOU.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF
DACONO:**

Section 1. The proposed Memorandum of Understanding Concerning Library Service to the City of Dacono by the High Plains Library District (the "MOU") is hereby approved in essentially the same form as the copy of such MOU accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the MOU, and is further authorized to negotiate and approve on behalf of the City such revisions to the MOU as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the MOU are not altered.

INTRODUCED, READ, and ADOPTED this 14th day of August, 2023.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk

**MEMORANDUM OF UNDERSTANDING CONCERNING LIBRARY SERVICE
TO THE CITY OF DACONO BY THE HIGH PLAINS LIBRARY DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING CONCERNING LIBRARY SERVICE TO THE CITY OF DACONO BY THE HIGH PLAINS LIBRARY DISTRICT (“MOU”) is made and entered by and between the CITY OF DACONO, a Colorado municipal corporation (“Dacono” or “City”), and the HIGH PLAINS LIBRARY DISTRICT, a Colorado Library District (“District”), to be effective as of the ____ day of _____, 2023.

RECITALS

WHEREAS, the Board the of Trustees of the District, pursuant to Colorado Statute, is vested with the Authority of administering the affairs of the District; and,

WHEREAS, Dacono is a Colorado municipal corporation located in Weld County, and is duly organized and operating as a home rule city under the Constitution and laws of the State of Colorado; and,

WHEREAS, the City Council of Dacono is desirous of including the City of Dacono into the District and believes it would be in the best interests of the citizens of Dacono and would provide all citizens of Dacono with enhanced public library services; and,

WHEREAS, C.R.S. § 24-90-106.3 provides that Dacono may include itself into the District upon adoption of a resolution executed by the Board of Trustees of the District and upon the adoption of a resolution adopted by Dacono, contingent on the approval of the tax levy by the registered electors of the City of Dacono; and,

WHEREAS, the Board of Trustees of the District and City Council of Dacono have adopted resolutions approving the inclusion of the City of Dacono into the District, contingent upon the approval of the tax levy by a vote of the registered electors of the City of Dacono; and,

WHEREAS, the question of approval or rejection of the District tax levy will be submitted to a vote of the registered electors of the City of Dacono pursuant to C.R.S. § 24-90-106.3 on November 7, 2023; and,

WHEREAS, C.R.S. § 24-90-106.3 requires that upon the inclusion of the City of Dacono, the City Council of Dacono and the Board of Trustees of the District shall enter a written agreement within ninety (90) days of the election that sets forth fully the rights, obligations, and responsibilities, financial and otherwise, of the parties to the agreement; and,

WHEREAS, both Dacono and the District desire to set forth in this Memorandum of Understanding the terms which will be included in any Intergovernmental Agreement entered after the November election (the “IGA”), in substantially the same form as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and undertakings set forth in this MOU, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this MOU is to set forth the rights, obligations, and responsibilities, financial and otherwise, that the parties anticipate incorporating into the IGA in accordance with the requirements of C.R.S. § 24-90-106.3. It is expressly understood by the parties that the IGA may differ from the provisions contained herein in form but not substance, and that the IGA may contain other provisions agreed to by the parties as mutually beneficial thereto.

2. **SERVICES TO BE PROVIDED.** The District shall operate, provide, and maintain public library services for all residents of the Dacono service area subject to the District tax levy in a manner consistent with the Colorado Library Law, C.R.S. § 24-90-101 *et seq.*, any future agreements between Dacono and the District, and the bylaws and policies of the District Board of Trustees.

3. **FINANCIAL RESPONSIBILITY.** The District shall have one hundred percent (100%) responsibility for all costs and related expenses of the library services to be provided. The District shall have exclusive control and spending authority over the disbursement of library funds.

4. **BRANCH FACILITY PLANNING.** The District will update any Master Plan documents to consider a permanent District Branch facility in the City limits of Dacono consistent with the District's Service Plan, as amended. The District and the City will cooperate on location and timing of the facility. The District and the City will explore the feasibility and locations of bookmobile and other library services in the City limits of Dacono upon successful inclusion by Dacono. Upon successful inclusion by Dacono, book mobile and other library services will be made available to residents of Dacono as soon as practicable and consistent with the District's Service Plan, as amended.

5. **COMMUNICATIONS REGARDING SERVICES.** The District shall inform the City of closure, reduction of hours or reduction of services anticipated by the District to last in excess of thirty (30) days.

6. **BOOKS AND RECORDS.** The District's books and records with respect to the library shall be kept in accordance with generally accepted accounting principles and practices, consistently applied, and access thereto by Dacono shall be in accordance with applicable law.

7. **PROPERTY.** The District shall have custody of all property of any branch library or facility, including rooms or buildings constructed, leased, or set apart therefor.

8. **NOTICES.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to Dacono:

City Manager
City of Dacono

512 Cherry Ave.
Dacono, CO 80514

With a copy (which shall not constitute notice) to:

Kelly PC
Attn: Dacono City Attorney
999 18th Street, Suite 1450
Denver, CO 80202

If to the District:

Executive Director
High Plains Library District
2650 W. 29th St.
Greeley, Colorado 80631

With a copy (which shall not constitute notice) to:

Coan, Payton & Payne, LLC
Attn: William F. Garcia, Esq.
1711 61st Avenue, Suite 100
Greeley, CO 80634

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

9. MISCELLANEOUS PROVISIONS.

9.1 *Severability.* If this MOU, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the agreement.

9.2 *Amendment.* This MOU may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement.

9.3 *Termination.* This MOU shall commence on the Effective Date, and shall continue until terminated by the mutual written agreement of the parties. In the event that the question of approval or rejection of the District tax levy is not submitted to a vote of the registered electors of the City of Dacono, or that the District tax levy is rejected by the registered electors of the City of Dacono, this MOU will terminate upon the certification of the 2023 election by the Election Official.

9.4 *Other Agreements.* The parties understand that additional agreements between the parties and various local governments and districts may be necessary and desirable and this MOU is not intended to limit the parties' ability to enter into additional agreements among the parties with other entities.

