

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into effective this 18th day of December 2012, by and between the Board of Trustees of the Pueblo City-County Library District, hereinafter referred to as (“District”), and Pueblo County, Colorado, hereinafter referred to as (“County”).

RECITALS:

1. The District is a Library District established and existing pursuant to C.R.S. §24-90-101, *et seq.* One of the primary purposes for which the District was formed was to provide a publicly-supported free library service throughout the County of Pueblo.

2. Pursuant to C.R.S. §§30-11-107 and 43-2-208, the County has the lawful authority and jurisdiction to perform such duties regarding roads as may be required by law, including the maintenance and repair of certain deeded and dedicated public highways and roads within unincorporated Pueblo County.

3. The District and the County are political subdivisions as defined in C.R.S. §29-1-201 *et seq.*, which expressly authorizes and encourages political subdivisions to cooperate and contract with another to provide goods and services as permitted by law.

4. The District and the County wish to cooperate and enter into an Intergovernmental Agreement to make improvements to the Driveway from Cibola Drive to the County’s Raw Water Fill Site used by the Pueblo County Engineering and Public Works Department and that will be used as the Driveway to the new Colorado City Library after construction of said building.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing, and the mutual promises, covenants, terms and conditions contained herein, District and County agree as follows:

I. OBLIGATIONS OF COUNTY:

As consideration for the performance of the District hereunder, the County agrees to provide fifty percent (50%) of the funding for the driveway improvements to the new Colorado City Library from Cibola Drive to the County’s Raw Water Fill Site. Subject to section II A. below, the scope of the work contemplated by the parties to be constructed under this cost sharing agreement is set forth on Exhibit A, attached hereto.

II. OBLIGATIONS OF DISTRICT:

As consideration for the performance of the County hereunder, the District agrees to undertake the following obligations during the term of this Agreement:

A. Prepare the construction plans and bid and contract documents for the driveway

improvements for the new Colorado City Library and submit same for approval by the County prior to construction.

B. Conduct a competitive sealed bidding process to select a qualified contractor for the construction of the new Colorado City library including driveway improvements.

C. Pay the selected contractor for the work completed at the contract unit prices.

D. Forward copies of invoices for the completed driveway work to the County, accompanied by progress billings.

E. Provide labor and equipment, including District staff and other manpower and management, necessary to inspect the driveway work and otherwise perform construction management of the project.

F. District agrees to provide fifty percent (50%) of the funding for the driveway improvements to the new Colorado City Library from Cibola Drive to the County's Raw Water Fill Site. District shall use its best reasonable efforts to complete the work by a date mutually agreed to by the parties.

III. OTHER PROVISIONS:

The parties agree that their performance under this Agreement shall be subject to the following provisions:

A. **Term/Termination.** The term of this Agreement shall commence on the date first set forth herein and shall end on December 31, 2014, unless terminated sooner as provided herein.

B. **Liability Exposure.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* by either party.

C. **Complete Agreement.** This Agreement constitutes the complete Agreement on the subject hereof and supersedes and replaces all prior oral and written understandings and/or agreements of the parties on the subject hereof.

D. **Governing Law.** This Agreement and the rights and duties of the parties shall be construed and interpreted and enforced in accordance with the laws of the State of Colorado.

E. **Modifications.** This Agreement may not be modified or amended in any manner by either or both of the parties unless the same is set forth in a written agreement making reference to this Agreement and signed by the parties hereto. No waiver of any of this

Agreement's provisions or conditions shall be binding unless made in writing and signed by the Chair of the Board of County Commissioners and the Chair of the Pueblo City-County Library District.

F. Binding Agreement. When executed by the parties, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Any delegation or assignment of this Agreement or any of the obligations set forth herein by either party without the prior written consent of the other party shall be void and of no force and effect.

G. Severable. If any provision of this Agreement shall be determined to be invalid, illegal or without force by a Court of Law or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

H. Waiver. Failure to exercise any remedy which either party may have under this Agreement or any other acquiescence by one party, shall not constitute a waiver of any obligation of the defaulting party hereunder.

I. Notices: All notices required under this Agreement shall be sent in writing by certified or registered mail, return receipt requested, to the following addresses:

Pueblo City and County Library District
Attn: Executive Director
100 E Abriendo Ave.
Pueblo, CO 81004-4290
(719) 562-5600

And

Pueblo County Engineering and Public Works
Attn: Public Works Director
33601 United Ave.
Pueblo, CO 81001
Phone: (719) 583-6040

J. Captions. Captions and headings used in this Agreement are for identification only and shall be disregarded in any construction or interpretation of the provisions of this Agreement.

K. Appropriations of Funds. This Agreement is expressly made subject to the annual appropriation of funds by District and County for its continuance and, upon failure of District or County to appropriate funds for this Agreement, said Agreement shall be terminated without liability to either party.

L. No Third Party Beneficiary. Enforcement of the terms and conditions of this Agreement shall be strictly reserved to the District and County, and nothing contained in this Agreement shall give or allow any claim or right of action by any other party or third person.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____
Secretary

By: _____
Chairperson, Board of Trustees

ATTEST:

PUEBLO COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Chairman, Board of County Commissioners

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