

**PUEBLO CITY-COUNTY LIBRARY DISTRICT, CITY OF PUEBLO, AND
PUEBLO COUNTY, COLORADO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
PURSUANT TO §24-90-107(2), C.R.S.**

THIS PUEBLO CITY-COUNTY LIBRARY DISTRICT, CITY OF PUEBLO, COLORADO, AND PUEBLO COUNTY, COLORADO, AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PURSUANT TO §24-90-107(2), C.R.S. (“**Agreement**”) is executed this ____ day of _____, 2025, by PUEBLO CITY-COUNTY LIBRARY DISTRICT, a political subdivision of the State of Colorado (“**PCCLD**”), CITY OF PUEBLO, COLORADO, a Colorado home rule municipality (“**City**”), and COUNTY OF PUEBLO, COLORADO, a political subdivision of the State of Colorado (“**County**”) (PCCLD, City, and County being singularly referred to as “Party” and jointly referred to as “Parties”).

RECITALS

- A. PCCLD is organized and operated as a library district pursuant to the provisions of Article 90, Title 24, C.R.S., to provide library services within the jurisdictional boundaries of the City of Pueblo, Colorado and Pueblo County, Colorado; and
- B. City is a home rule municipality within Pueblo County, Colorado; and
- C. County is a statutory county and political subdivision of the State of Colorado operating pursuant to Title 30, C.R.S; and
- D. During 1968 and 1969, various separate and joint actions of City and County resulted in creation of what was then known as Pueblo Regional Library District, effective January 1, 1969; and
- E. Subsequent action by the Board of Trustees of Pueblo Regional Library District changed the library district’s name to PCCLD; and
- F. Section 24-90-107(2)(e), C.R.S., requires a written agreement between PCCLD, City, and County which:
 - “shall set forth fully the rights, obligations, and responsibilities, financial and otherwise, of all parties to the agreement, including provisions concerning: (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.”; and

- G. In 1969 City and PCCLD entered into a written agreement (“**1969 Agreement**”) concerning the initial use/ownership of City real and personal property by PCCLD for the provision of free, quality library services, City payment of certain ongoing expenses of that personal and real property, subject to reimbursement by PCCLD, and the obligation of PCCLD to impose a property tax mill levy at a sufficient rate beginning in 1969 and thereafter sufficient for PCCLD to provide free, quality library services to the citizens of City and County; and
- H. Since 1969, City has transferred ownership of all real and personal property used by City prior to 1969 to provide library services to PCCLD; and
- I. Pursuant to §24-90-108, C.R.S., City and County have appointed the Board of Trustees of PCCLD through a committee process utilizing members of City Council and Board of County Commissioners with subsequent ratification of recommended trustee appointments by action of the City Council and the Board of County Commissioners; and
- J. The Parties are entering into this Agreement to create a unified document which recognizes and ratifies many of the historical practices of the Parties with respect to the operation of PCCLD, while recognizing PCCLD’s financial and operational independence under its Board of Trustees in the provision of free, quality library services to the citizens of City and County.

NOW, THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals. The foregoing Recitals are incorporated by reference into this Agreement.
- 2. Amendment and Replacement of Prior Written Agreements. The Parties agree that this Agreement amends and replaces any prior written agreements between or among the Parties with regard to the subject matter contained in this Agreement.
- 3. Obligations with Respect to Operation of PCCLD. The Parties recognize and acknowledge that PCCLD currently operates as an independent political subdivision of the State of Colorado in the provision of free, quality library services to the citizens of City and County. The Parties further recognize and acknowledge that the provisions of the 1969 Agreement have been fully executed. The Parties agree that PCCLD will be

fully responsible for the management of PCCLD's affairs pursuant to §24-90-101, et seq., C.R.S.

4. Method of Trustee Selection.

(a) The City and the County will appoint the Trustees of PCCLD through a committee comprised of up to two members from the Board of County Commissioners and up to two members from the City Council ~~of each legislative body~~ ("Selection Committee") pursuant to §24-90-108(2)(c), C.R.S. The Selection Committee will fill vacancies to the PCCLD Board of Trustees, subject to ratification by the County and the City pursuant to §24-90-108, C.R.S., as amended. PCCLD may appoint one up to two ~~members~~ of its Board of Trustees or and ~~the~~ PCCLD Executive Director to observe ~~participate in~~ the Selection Committee process as a non-voting, *ex officio* members of the Selection Committee.

The PCCLD Board of Trustees will assist in the appointment process by:

(b) (i) Advising the City and County of an existing or impending vacancy ~~and requesting a schedule for the Selection Committee work~~. PCCLD will provide written notice of expiring terms and vacancies to the City and County;

(ii) PCCLD may request a schedule from the Selection Committee for the selection process and include ~~Including~~ with the request, ~~draft a draft application package and~~ proposed ~~application and~~ interview questions for review and ~~consideration~~ approval by the Selection Committee; and

(iii) PCCLD may notify known individuals of an opening on the Board of Trustees and if requested by the City, PCCLD will assist with the ~~Suggesting a proposed schedule and plan for~~ advertising, public outreach and notice of the opportunity for the appointment.

~~;~~ and

(c) The City or County shall:

- ~~eC~~ Collecting applications, compiling information and ~~recommending ranked applicants for~~ submitting the information to the Selection Committee in preparation for interviews;

- ~~Develop and use the same standard application form for soliciting information from applicants;~~

- ~~The standard application form shall include a question on whether the applicant is currently serving or has served on the~~

~~board of directors of the Pueblo Library Foundation, the Friends of the Library Board of Directors, or the PCCLD Board of Trustees so that the Selection Committee may be aware of that background; and~~

- ~~• Seek candidates that are representative of the community served; and~~
- ~~• Complete the selection process before the beginning of a Trustee term.~~

~~(d) 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 PCCLD.~~

(e) Anyone selected to serve on the Board of Trustees 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 the Affirmation of Ethics Statement for Library Trustees in section 01.02.02.F1 of the PCCLD Policy Manual, Governance, Board of Trustees Bylaws and Ethics, copies of which are attached as Exhibit A.

(f) ~~If an incumbent Trustee will be reapplying for an upcoming Board of Trustee vacancy, and the incumbent reapplies for such vacancy, the Selection~~

~~Committee will appoint the incumbent to the vacant position unless PCCLD provides written notice to the Selection Committee of a need to recruit additional applicants for the upcoming vacant position.~~

(g) The Selection Committee will recommend one ~~nominee-~~
applicant for each open seat on the PCCLD Board of Trustees for ratification by the County and City. In the event a nominee is rejected, the Selection Committee may choose to nominate another candidate from the current selection process or to ~~will review existing applications or~~ begin the search process anew~~again to recommend another nominee for ratification.~~

5. Removal of Trustees.

(a) A PCCLD Trustee may be removed only by majority vote ~~of the Board of Trustees and in accordance with the Colorado Library Law; and by a majority vote of of~~ the appointing legislative bodies upon a showing of good cause as defined in, but not limited to the PCCLD Board of Trustees Bylaws adopted by the Board of Trustees and Colorado law. Pursuant to the Bylaws revised and adopted by the Board of Trustees on or about August 27, 2015, good cause shall be shown if a Trustee:

- (i) Fails to attend any combination of seven regular scheduled Board meetings or regular scheduled work sessions in a calendar year;
- (ii) Is found guilty of gross neglect of duties;
- (iii) Is convicted of a crime involving moral turpitude;
- (iv) Violates a statute or ordinance which results, or could result, in serious damage to the Pueblo LibrayLibrary District's property or interests; or
- (v) Refuses to sign the Ethics Statement.

~~Under the PCCLD Board of Trustees Bylaws, good cause includes but is not limited to, a deliberate breach of the Bylaws or rules and regulations adopted by the PCCLD Board of Trustees; criminal or fraudulent activity; causing significant harm to PCCLD, either materially or to its reputation; failure to perform duties outlined in the Bylaws; or failure to attend any combination of seven regularly scheduled Board meetings or regularly scheduled work sessions in a calendar year.~~

(b)

(c) If a member of the PCCLD Board of Trustees is removed as provided above, the vacancy will be filled for the remainder of the term in the manner set forth in paragraph 4 above.

6. Term and Withdrawal. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms in perpetuity; provided, however, the City or County may withdraw from this Agreement upon one hundred and eighty (180) days written notice to the other parties. In such an event, the withdrawal of that Party shall be effective at the end of then current calendar year. ~~that in the event a Party fails to make an annual appropriation of funds necessary for it to perform its obligations hereunder, the Party may withdraw from this Agreement upon prompt notice to the other Parties with such withdrawal to be effective as of the last day of the then current year.~~

7. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the addresses listed by the signatures below or as otherwise modified pursuant to this Section.

8. Amendments. This Agreement may be amended only by written mutual agreement and consent of the parties hereto~~written document signed by the Parties.~~

9. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

10. Waiver. The waiver by any Party of any breach by any other Party of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

11. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

12. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

13. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to his Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

14. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

15. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

EXECUTED as of the date first written above.

PUEBLO CITY-COUNTY LIBRARY
DISTRICT

By _____
_____, President

Address: 100 E. Abriendo Avenue
Pueblo, CO 81004

Attest:

Rose Jubert, Secretary

CITY OF PUEBLO, COLORADO

By _____
Heather Graham, Mayor

Address: 1 City Hall Place
Pueblo, CO 81003

Attest:

Marisa Stoller, City Clerk

COUNTY OF PUEBLO, COLORADO

By _____
Chair, Board of County Commissioners

Address: 215 W. 10th Street
Pueblo, CO 81003

Attest:

Candace Rivera, County Clerk and
Recorder

EXHIBIT A 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 server 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 of 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>).

1.



www.pueblolibrary.org

01.02.02.F1 Affirmation of Ethics Statement for Public Library Trustees

Each member of the Board of Trustees annually affirms his/her commitment to the Ethics Statement for Public Library Trustees which states:

Trustees in the capacity of trust upon them, shall observe ethical standards with absolute truth, integrity and honor. While there may be several ways to reflect compliance with ethical standards, the Pueblo City-County Library District has developed the following guidelines, derived from Colorado law.

Trustees must not derive any financial benefit by reason of their position as a member of the Board of Trustees, although they may be compensated for reasonable expenses incurred in the performance of their duties.

While a board member, a Trustee cannot contract with the District for the provision of services.

Trustees must not disclose or use confidential information acquired in the course of their official duties to further their personal financial interests.

Trustees cannot accept a gift exceeding \$50.00 in value in any calendar year (i) if doing so would improperly influence a reasonable person to depart from the faithful and impartial discharge of public duties or (ii) which the Trustee knows or which a reasonable person in the position should know under the circumstances is primarily for the purpose of rewarding the Trustee for official action the Trustee has taken.

Trustees must not engage in a financial transaction for private business purposes with a person whom the Trustee supervises in the course of the Trustees' official duties.

Any Trustee who has a personal or private interest in any matter proposed or pending before the Board of Trustees shall disclose such interest to the Board and shall not vote thereon and shall refrain from attempting to influence the decision of the other members of the body in voting on the matter. A Trustee may vote if his/her vote is necessary for the Board to act if he/she discloses the private interest in a filing to the Secretary of State.

Trustees must clearly distinguish, in their actions and statements, the personal philosophies and attitudes of the Trustee versus those of the institution, recognizing the formal position of the Board, even if a Trustee personally disagrees with the formal position the Board has taken.

Trustees must be prepared to support to the fullest the efforts of librarians in resisting censorship of library materials by groups or individuals.

Trustees who accept library board responsibilities are expected to perform all of the functions of library trustees.

See Also: Colorado Revised Statute 24-18-104

Signed this __day of _____, 20__.

ATTEST:

Member of the Library Board of Trustees

Board Secretary