

FINAL

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is made and entered into effective the 24th day May, 2021, by and between the Pueblo City-County Library District, a Colorado library district (hereinafter referred to as "Library") and the City of Pueblo, a Colorado municipal corporation, (hereinafter referred to as "City") and Pueblo County, a political subdivision of the State of Colorado, (hereinafter referred to as "County"). Library, City and County are sometimes referred to herein as a "Party" and collectively, as the "Parties."

Recitals

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, the public health emergency caused by Coronavirus Disease (hereinafter "COVID-19") has significantly disrupted local K-12 education in Pueblo County; and

WHEREAS, the COVID-19 public health crisis has substantially reduced in-classroom school time for local students which has resulted in a sharp decline in reading skills; and

WHEREAS, studies and data show that young people who grow up reading will enjoy improved economic outcomes and upward social mobility later in life, i.e. "Kids who read succeed;" and

WHEREAS, a local program to encourage students to read during the coming summer months will result in both short and long term economic recovery benefits in Pueblo County; and

WHEREAS, the U.S. House of Representatives, on March 10, 2021, passed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, the City and the County anticipate receiving funds from the U.S. Treasury under ARPA; and

WHEREAS, Sec. 603 (c) (1) (A) of ARPA provides that local fiscal relief funds can be used for local economic recovery purposes, including financial assistance to households; and

WHEREAS, the City and the County desire to use ARPA funds to provide financial assistance to households located in Pueblo County by implementing the "Pueblo Summer Reading Challenge" (hereinafter the "Project"); and

WHEREAS, the Library has agreed to administer the Project on behalf of the City and County; and

WHEREAS, counties, municipalities and other local governments are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, the Parties desire to collaborate regarding the utilization of the ARPA funding to ensure that the City of Pueblo and the Pueblo County allocations are applied to the benefit of local residents.

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

I. OBLIGATIONS OF THE LIBRARY

The Library agrees to undertake the following obligations during the term of this Agreement:

A. The Project will be managed by the Library to support local young people practicing their reading skills this coming Summer according to the following guidelines:

1. To encourage students to read this summer and to provide financial support to local households, the Library will pay each young person \$100 between June and August, 2021 who checks out ten books from a neighborhood Library and provides a description of their reading experience to a librarian employed by the Library in accordance with the Pueblo County Library District's Summer Reading Program Guidelines.

2. The program will be open to any Pueblo County resident under the age of 18. There are an estimated 37,000 Pueblo County residents eligible according to recent U.S. Census data and the Library agrees to sign-up as many as 9,000 local young people this summer to be paid \$100 each to exercise reading skills and provide a synopsis report.

3. The Library will work with a local bank to ensure secure and proper dispersal of authorized individual payments when young people complete their summer reading assignments. One goal of the Program is to teach early financial literacy skills. An additional \$10 deposit will be provided to individual reader savings accounts which maintain a \$50 minimum balance for six months following the initial \$100 deposit. The program will result in thousands of new local banking accounts and the money will help spur increased spending locally to benefit the Pueblo community's economic recovery.

4. Books shall be checked out inside the library, via the library's curbside delivery service, and/or LibraryeBooks online. The Library will also check out mobile hotspots and laptops for in-home use to support online access.

5. The Library will use an online web form to enroll young people in the "Pueblo Kids Read to Succeed: \$1 Million Challenge!" project with registration to include name, adult guarantor, contact information, and unique identifier (such as student ID or Library card number). Enrollment will occur in-person at the library, online from the Library website (www.pueblolibrary.org), or by calling the Library at (719) 562-5600.

6. The Library will work with local schools to publicize the program before the current school year ends. The Library will track the books checked out to registered participants using its online catalog and work with local banks on the cash awards for successful reading completion. The Library will collaborate with the local school districts and use the best available methods for enrolling participants, tracking program progress, and paying out cash in a safe and secure fashion.

7. The Library will gather enrollment and completion data and use other tools to evaluate outcomes of the program.

B. The Library will invoice the City and the County, on a periodic basis, for the costs of the Project as follows:

1. \$100.00 for each participant who checks out ten books from a neighborhood library and provides a description of their reading experience to the librarian.

2. \$10 for each participant who qualifies for the additional bank deposit.

II. OBLIGATIONS OF THE CITY AND COUNTY

City and County agree to pay, within thirty (30) days of receipt, invoices received from the Library on a 50% / 50% basis. Payments under this Agreement shall not exceed \$500,000.00 each from the City and the County for a total of \$1,000,000.00.

III. MISCELLANEOUS

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

A. The term of this Agreement shall commence on the date first set forth herein and shall be valid for twelve months, unless terminated sooner as provided herein. The Parties may terminate this Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other parties. This Agreement may only be extended by

written agreement of all Parties.

B. 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.*

C. 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. This Agreement may only be modified by written agreement of all Parties.

D. Each Party is individually responsible for any record keeping, implementing the necessary controls, financial reporting, and maintaining an appropriate accounting of its expenditure of funds as required by ARPA and any other applicable federal or state laws.

E. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

F. If any section, clause or provision of this Agreement shall for any reason be determined to be invalid or unenforceable, such determination shall not affect any of the remaining sections, clauses or provisions of this Agreement.

G. This Agreement may not be assigned in whole or in part by any Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.

H. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Parties, any right, remedy or claim under or by reason of this Agreement.

I. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same agreement.

J. The obligations of the Library, the City and the County to commit or expend funds are subject to and conditioned on the receipt by the City and the County of funds from the U.S. Treasury under ARPA and each entity's independent determination that funding the Project with ARPA funds is an allowable expenditure pursuant to the Act.

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

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: Fredrick J. Gutane
President, Board of Trustees

CITY OF PUEBLO

By: Nicholas Scaleris
Mayor

PUEBLO COUNTY, COLORADO

By: 
Chairman, Board of County Commissioners

