

## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT effective the 1st day of January, 2020, by and between the TOWN OF ESTES PARK, a Municipal Corporation, hereinafter referred to as the ("Town") and the Estes Valley Public Library District, a quasi-municipal corporation and political subdivision in the State of Colorado, hereinafter referred to as the ("District").

WHEREAS, the Town operates a finance office and administrative services office; and

WHEREAS, the District desires to contract with the Town for certain accounting services; and

WHEREAS, Section 29-1-203, C.R.S., provides that the parties may cooperate or contract with one another to provide functions and services lawfully authorized to the individual entity; and

WHEREAS, pursuant to the applicable statutes of the State of Colorado, the parties are authorized to enter into this Intergovernmental Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Town shall provide accounting services for a period of three months (January through March 2020), plus assistance with the 2019 annual audit by independent auditors. Said services are more fully set forth on Exhibit A attached hereto and incorporated herein by reference.

2. The District shall pay to the Town for the services on Exhibit A the sum of \$1,548.00 per month for January - March 2020. The sum is payable on the first day of each calendar month from the effective date of this Agreement. If additional services are needed after March 31, 2020, the District shall pay \$65.00 per hour for such services.

3. The District shall provide the necessary financial and billing information necessary to allow the Town to perform the services set forth on Exhibit A.

4. The parties understand and agree that the information provided from the District to the Town shall be used by the Town only in the services to be provided in this Agreement. The Town hereby agrees not to provide any portion of said information to any third party without the express written consent of the District. The parties understand and agree that both the District and the Town are subject to the applicable provisions of Article 72 of Title 24, C.R.S., commonly known as the Public Records Law. In the event the Town receives a request for information from the District or the

requested information is a product of the Town's services pursuant to this Agreement, the Town shall inform the District of the request. The District shall consult with the Town immediately to determine whether or not the request shall be honored under the applicable terms and conditions of the Public Records law. The parties agree that the Town shall comply with any order of any Court requiring release of information. The District shall reimburse the Town for any attorney's fees or other costs or damages assessed against the Town under the law for withholding such information.

5. This Agreement shall be for the period from the effective date hereof through July 31, 2020. Either party may terminate this Agreement by giving thirty (30) days' notice of termination in writing to the other party. The District shall pay the Town all payments due through the date of termination.

6. This Agreement contains the entire agreement between the parties and may be amended by the parties only in writing.

7. The District is not an agent or employee of the Town and the Town is not an agent or employee of the District for any of the terms, conditions or services provided under the terms of this Agreement.

8. The Town and the District will provide each other with prompt notice of any claim, lien, suit, demand or action for damages, injuries to persons, including death, property damage, including loss of use arising out of or resulting from performance under this Agreement, and in the event of a claim or action which is filed, each party may employ attorneys of its own choosing to prepare and defend the claim or action on its behalf.

9. All notices, demands or other documents required or desired to be given, made or sent to either party, under this Agreement shall be in writing, shall be deemed effective upon mailing or personal delivery. If mailed, said notice shall be mailed, postage prepaid registered as follows:

Town of Estes Park  
Town Administrator  
P.O. Box 1200  
Estes Park, CO 80517

Estes Valley Public Library District  
Executive Director  
P.O. Box 1687  
Estes Park, CO 80517

10. This Agreement shall be construed in accordance with the laws of the State of Colorado, and venue for any civil action with respect thereto shall be proper only in Larimer County, Colorado.

11. The parties to this Agreement understand and agree that the parties are relying on, and do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or terms, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq., C.R.S., as from time to time amended or otherwise available to the parties or any of their officers, agents or employees.

12. This Agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

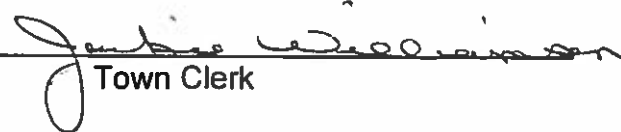
13. The parties understand and agree that the sums necessary to pay for the services herein shall be subject to the annual budgetary process of the District. The financial obligation of the District shall not be a multi-year financial obligation under Article X, Section 20 of the Colorado Constitution. The District shall have the right to terminate this Agreement in the event that the District's governing body fails to appropriate monies sufficient for the continued performance of this Agreement.

14. In the event of default under this Agreement by either party except as provided in Section 5 herein, the non-defaulting party shall give the defaulting party written notice of said default. The defaulting party shall have thirty (30) days to cure such default. In the event the defaulting party does not cure the default, the non-defaulting party shall be entitled to all remedies available by law or equity, including reasonable attorney's fees and costs incurred by the non-defaulting party due to said default.

TOWN OF ESTES PARK:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Town Attorney

ESTES VALLEY PUBLIC LIBRARY DISTRICT:

  
\_\_\_\_\_  
Director

## **EXHIBIT A**

### **Scope of Services**

#### **1) General Accounting Functions:**

- 2019 Year End close
- Processing of cash receipts
- General journal entry
- Monthly financial reporting
- Assist with annual audit by independent auditors

#### **2) Accounts Payable:**

- Processing of payments to vendors in HTE only (no printed checks)
- 2019 1099 form reporting and issuance