

## AGREEMENT

NOW, THEREFORE, THE PARTIES HAVE ENTERED INTO THIS INTERGOVERNMENTAL AGREEMENT TO ACHIEVE THE PURPOSES STATED ABOVE.

I. General Agreement. The County will provide funds and resources to render the property at 124 E.6<sup>th</sup> (New Property) suitable for the Delta Library. The Delta Library will be relocated to the New Property and the City will quitclaim the Carnegie Building to the County. The County will convey ownership of the New Property to the City.

II. Upgrade and Remodeling and Conveyances of Property.

A. The County will:

1. Timely participate in the Design and Construction Committee to create approximately 14,376 square feet of tenant ready improved space for the Delta Library, to bring the remainder of the building within code requirements, and to complete a Coworking/Makerspace to include a shared community room.

2. The County will provide all construction and construction supervision services in consultation with the District and City representatives.

3. The County will provide up to \$2,000,000.00 for the completion of the Project, and agrees to provide 33.33% of any contingency after project commencement.

4. Upon Project Completion and relocation of the Library, accept title to the Carnegie Building and responsibility for its maintenance.

5. Upon Project Completion, convey the New Property by special warranty deed to the City without charge.

6. "Project Completion" is the date on which the District determines the Project is suitable for relocation of the Delta Library.

B. The City will:

1. Prepare contracts for the design/build and construction of upgrades, reconstruction and remodeling of the New Property to meet the needs of the Delta Library and Coworking/Makerspace which includes:

a. fixtures, lighting and basic rough-in of IT cabling (i.e. cabling installed from the IT/server room to wall plug boxes) sufficient to make that portion of the New Property to be occupied by the Delta Library "tenant ready" (the "**Tenancy Improvements**"); and,

- b. Parking, security lighting and signage improvements including parking lot sealing and striping, security lighting on the exterior walls of the buildings and parking lot lamps and lighting (the "**Parking and Security Improvements**"); and,
- c. bringing the remainder of the New Property within code requirements and complete the Coworking/Makerspace with community room.
- d. The Basic Improvements, Parking and Security Improvements and Tenancy Improvements constitute the "**Project**".

2. Timely participate in the Design and Construction Committee to create approximately 14,376 square feet of tenant ready improved space for the Delta Library, to bring the remainder of the building within code requirements, and to complete a Coworking/Makerspace to include a shared conference room.

3. Immediately upon execution of this IGA, continue to work with the Design and Construction Committee to finalize design drawings and confirm final project costs with the design/build contractor so that construction contracts can be completed and construction commenced.

4. Manage the DOLA REDI grant contract and grant dollars in the amount of \$430,000 to be used towards the Coworking/Maker Space and community rooms. Additionally, the City will commit \$400,000 to the overall project cost, and agrees to provide 33.33% of any contingency after project commencement.

5. Provide regulatory, building permitting and other construction permitting and assistance in a timely manner in an effort to complete the Project by November 1, 2022, subject to current conditions in the construction market; and, waive all tap fees, inspection fees, permit fees and other fees or exactions ordinarily associated with such Project.

6. Quitclaim the Carnegie Building to the County without charge upon completion of the Project.

7. Upon completion of the Project and execution of the quitclaim deed of the Carnegie Building, accept title to the New Property and responsibility for its maintenance.

8. Enter into a long-term lease with the District for the Delta Library providing for annual maintenance of the New Property, rent not to exceed \$1 per year; and subject to any applicable limitations in the Delta City Charter.

9. Execute all documents necessary and provide all permits and approvals necessary for the conveyance of the Carnegie Building to the County and its

remodeling and reconstruction for the County's intended purposes, and waive all tap fees, inspection fees, permit fees and other fees or exactions ordinarily associated with remodeling and reconstruction of the Carnegie Building.

C. The District will:

1. Timely participate in the Design and Construction Committee to complete the Project.
2. Provide all technical support necessary for fixture design, details, and location for the library space, electrical and IT improvements, signage, parking, security system and lighting. The District will provide its own furniture, including shelving.
3. Contribute \$100,000.00 to the Project within 60 days after the issuance of a building permit, and agrees to provide 33.33% of any contingency after project commencement. The District may also apply for grants and other funding to contribute to the completion of the Project.
4. After Project Completion and issuance of a certificate of occupancy for the Delta Library space; relocate the Delta Library within 45 days; or by December 15, 2023; whichever is later.
5. Provide all documents or other rights necessary to terminate occupancy and to allow the conveyance of the Carnegie Building to the County free and clear of all encumbrances or claims.
6. Enter into a long-term lease with the City of Delta, rent not to exceed \$1 per year; and subject to any applicable limitations in the Delta City Charter.

III. General Provisions.

A. Representations.

1. Each of the parties represents to the others that it has full authority to enter into and to perform the provisions of the IGA and has taken all steps necessary to implement that authority.
2. Each party represents to the others that, as to its performance, this is not a multiple fiscal year obligation as to that party and/or that it has authority under Article X, Section 20 of the *Colorado Constitution* to perform its obligations and is bound by this IGA upon execution.
3. Each party represents to the others that it has available and has appropriated or will appropriate any funds required of it hereunder for this purpose on or before the date of any design/build construction contract award by the City.

B. Default and Termination

1. The Carnegie Building and the New Property are unique. Failure of any party to perform a non-monetary covenant of this IGA concerning conveyance or ability to use either property cannot be remedied by damages. Accordingly, failure to convey or transfer any property or property interest by deed or lease shall be remedied by specific performance.

2. The District may declare a default and remain in the Carnegie Building if Project Completion is not achieved by January 1, 2023 or a long term lease satisfactory to the District is not signed with the City by May 1, 2022.

C. Authorized Representatives.

The following persons are the authorized representatives of each party whose representations may be relied upon as representations of the party and who have authority to bind the party for purposes of this IGA.

Delta County Public Library District:

Teresa Shishim, President of the Board of Trustees

[tshishim@deltalibraries.org](mailto:tshishim@deltalibraries.org)

970.399.7878

City of Delta:

Nathan Clay, Mayor

[nathan@cityofdelta.net](mailto:nathan@cityofdelta.net)

970-874-7566

Board of County Commissioners

Don Suppes, Chair

Delta County, Colorado:

[dsuppes@deltacounty.com](mailto:dsuppes@deltacounty.com)

970-874-2100

D. Term.

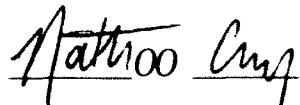
This IGA shall remain in effect until its purposes have been fulfilled or at such time as it is terminated by mutual written consent of all parties.

This IGA is entered into and effective on the date signed by the last party indicated below.

Delta County Public Library District

\_\_\_\_\_  
Teresa Shishim, President                      date

City of Delta

                      3/9/21,  
Nathan Clay, Mayor                              date

Delta County

\_\_\_\_\_  
Don Suppes, Chair                              date