

**TOWN OF LYONS, COLORADO
RESOLUTION 2019- 44**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO,
APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING
THE TOWN USE OF THE LYONS REGIONAL LIBRARY DISTRICT MEETING ROOMS**

WHEREAS, the Lyons Regional Library District is a Title 24 library district within the State of Colorado (the "District") and is constructing a new library facility within the Town of Lyons (the "Town"); and

WHEREAS, the District and the Town (collectively the "Parties") have previously entered into the Fourth Amended and Restated Intergovernmental Agreement between the Town of Lyons, Colorado, and the Lyons Regional Library District on October 16, 2018 (the "IGA"); and

WHEREAS, the IGA was executed as part of the District's construction of a new library which will contain various meeting rooms ("Library Building"); and

WHEREAS, pursuant to paragraph 13 of the IGA, the Parties agreed to execute a Memorandum of Understanding prior to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Library Building setting forth the understanding of the Parties on the Town's use of the meeting rooms contained in the new Library Building ("MOU"); and

WHEREAS, this MOU is intended to satisfy the requirements of paragraph 13 of the IGA and sets forth the Town's frequency, amount of time, and size and type of rooms the Town will be permitted to use on a preferential basis in the Library Building; and

WHEREAS, the Board of Trustees of the Town of Lyons desires to enter into the MOU substantially in the form of the attached **Exhibit A**, hereby incorporated by reference.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTES OF THE TOWN OF LYONS, COLORADO:

Section 1. The above recitals are hereby incorporated by reference:

Section 2. The Lyons Board of Trustees hereby:

- a. Approves the MOU substantially in the form of the attached **Exhibit A**.
- b. Authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the MOU that does not increase the obligations of the Town.

- c. Authorizes the Mayor or Mayor Pro Tem to execute the complete MOU and the Town Clerk to attest such signature.

Section 3. This resolution shall take effect immediately upon adoption.


ADOPTED this 6th day of May 2019

ATTEST:


Debra K. Anthony, Town Clerk

TOWN OF LYONS, COLORADO:

Approval by:

By: 
~~Ginnie Sullivan, Mayor~~
Mayor Pro Tem
Barney Dreistadt
6/10/2019

**MEMORANDUM OF UNDERSTANDING
REGARDING TOWN USE OF LIBRARY MEETING ROOMS**

This Memorandum of Understanding (this "MOU") was entered into the 6th day of June, 2019, by and between the **TOWN OF LYONS**, a statutory town within the State of Colorado (the "Town"), and the **Lyons Regional Library District**, a Title 24 library district within the State of Colorado (the "District"). The Town and District may be referred to herein individually as a "Party" or collectively as the "Parties."

Recitals

Whereas, the Parties have previously entered into the Fourth Amended and Restated Intergovernmental Agreement between the Town of Lyons, Colorado, and the Lyons Regional Library District on October 16, 2018 (the "IGA"); and

Whereas, the IGA was executed as part of the District's construction of a new library which will contain various meeting rooms ("Library Building"); and

Whereas, pursuant to paragraph 13 of the IGA, the Parties agreed to execute a Memorandum of Understanding prior to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for the Library Building setting forth the understanding of the Parties on the Town's use of the meeting rooms contained in the new Library Building; and

Whereas, this MOU is intended to satisfy the requirements of paragraph 13 of the IGA and sets forth the Town's frequency, amount of time, and size and type of rooms the Town will be permitted to use on a preferential basis in the Library Building.

Now, therefore, the Parties agree as follows:

1. The Town shall be permitted to use the Library Building meeting rooms upon the following terms and conditions:
 - a. Monday Nights - The community room and large meeting room will be available at no charge for any Town Board or Commission meetings after library closing every Monday evening; Town will manage its own calendar, usage, cleaning and maintenance of this separate lock-off area. The Town may request from the District that the reserved Monday night availability be changed to a different day of the week, and such request may not be unreasonably denied by the District.
 - b. All other uses – For all other times and uses, the Town shall be subject to the regular scheduling policy and practices of the District. The Library will prioritize requests from the Town of Lyons when considering public reservation of these spaces. If a conflict arises, the library may cancel reservations with no less than 5 weeks' notice.

2. This MOU shall be effective upon execution as of the date first written above and shall continue until expiration of the Second Lease, as defined in the IGA, unless sooner terminated by mutual agreement of the Parties. Beginning no later than the nineteenth (19th) anniversary of the effective date of the Second Lease, the Town and District shall

commence good faith negotiations regarding an extension, termination, or amendment to this MOU.

3. The Parties agree to act in good faith regarding the on-going use of the Library Building meeting rooms, consistent with the terms of this MOU. This MOU may be amended only upon mutual written agreement signed by both Parties.

4. In the event of any dispute or claim arising under or related to this MOU, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's request therefor. If such dispute or claim is not settled through mediation, then either Party may initiate a civil action in the District Court for Boulder County.

In Witness Whereof, the Parties have executed this MOU on the date first written above.

DISTRICT:

Lyons Regional Library District

Signature: Kathleen Crane

Name: Kathleen Crane

Title: LRLD Board President

TOWN:

Town of Lyons

Signature: Barney Dreistadt

Name: Barney Dreistadt

Title: Mayor Pro Tem