

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (hereinafter “Amendment”) is made and entered into effective the 23rd day May, 2022, 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

WHEREAS, the Parties entered into an Intergovernmental Agreement dated May 24, 2021 (the “Agreement”); and

WHEREAS, the purpose of this Amendment is to increase the amount of funds available for the project and to extend the term of the Agreement.

Agreement

In consideration of the mutual covenants, agreements and promises in this Amendment and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth in this Amendment:

- 1. Article II of the Agreement is hereby amended and restated as follows:

II. OBLIGATIONS OF THE CITY AND COUNTY

A. The Parties agree that certain funds received by the City and County from the U.S. Treasury pursuant to the American Recovery Plan Act shall be made available for payment to the Library for financial support of the Kids Read – Summer Reading Challenge Project as follows:

Year	City Contribution	County Contribution	Total	Carryover Funds
2021	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 343,000
2022	328,500	328,500	657,000	
Total	\$ 828,500	\$ 828,500	\$ 1,657,000	

B. City and County agree to pay, within thirty (30) days of receipt, invoices received from the Library in connection with the project, on a 50% / 50% basis.

- 2. Article III Section A of the Agreement is hereby amended and restated as follows:

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 in the Agreement and shall terminate on December 31, 2023, unless terminated sooner as provided in the Agreement. The Parties may terminate the Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other Parties. The Agreement may only be extended by written agreement of all Parties. Unspent funds from the 2022 calendar year, if any, shall be returned to the City and County on a 50% / 50% basis or, in the sole discretion of the Library, shall be carried over and made available to be spent by the Library for the 2023 Kids Read Summer Reading Challenge.

4. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto in their respective names as of the date first above written.

ATTEST: PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: \_\_\_\_\_ By: \_\_\_\_\_

ATTEST: CITY OF PUEBLO

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor

ATTEST: PUEBLO COUNTY, COLORADO

By: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk to the Board Chair, Board of County Commissioners