

RESOLUTION 95-172
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH FRONT RANGE COMMUNITY COLLEGE
TO BUILD AND JOINTLY OPERATE
A COMMUNITY LIBRARY

WHEREAS, on September 19, 1995, the City Council unanimously approved Resolution 95-138 supporting the concept of a City partnership with Front Range Community College (FRCC) to build and jointly operate a community library on FRCC's Larimer Campus; and

WHEREAS, Resolution 95-138 directed staff to negotiate an Intergovernmental Agreement (IGA) with FRCC concerning the construction, use and operation of the community library and also directed staff to return with an appropriation ordinance to appropriate the City's contribution to the construction of the community library; and

WHEREAS, staff has negotiated an IGA with FRCC which is attached hereto as Exhibit A and is incorporated herein by this reference; and

WHEREAS, FRCC will submit the IGA to its governing Board for approval on December 14, 1995; and

WHEREAS, the IGA sets forth the rights, duties and obligations of the City and FRCC with regard to the construction, operation, and use of the community library; and

WHEREAS, by entering into this IGA with FRCC the City will gain the use of a library (approximately 30,000 square feet in size) and containing approximately 40,000 books and media items which will enable the City to greatly improve library services offered to the citizens of Fort Collins; and

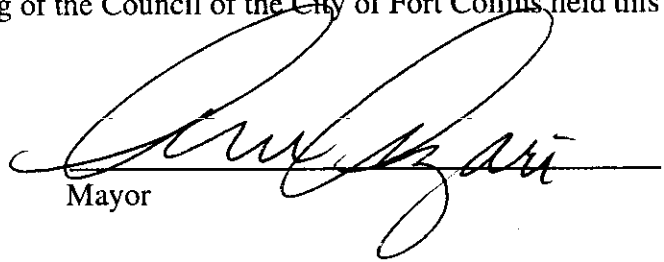
WHEREAS, it is in the best interest of the citizens of Fort Collins for the City to enter into this IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The Mayor is hereby authorized to execute the Intergovernmental Agreement with Front Range Community College, including such minor modifications in form or substance as the City Manager and the City Attorney may deem necessary or appropriate.

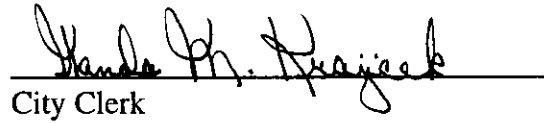
Section 2. The Mayor shall not execute the Intergovernmental Agreement until the effective date of Ordinance No. 160, 1995 appropriating the City's contribution to the construction of the community library.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins held this 5th day of December, A.D. 1995.



Mayor

ATTEST:



City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 1995, by and between the CITY OF FORT COLLINS, COLORADO, a Colorado home-rule municipality (hereinafter referred to as "City"), and the STATE OF COLORADO, Department of Higher Education, by the State Board for Community Colleges and Occupational Education for the use and benefit of Front Range Community College (hereinafter referred to as "College").

WHEREAS, City and College desire to: (1) develop a site on College's campus in Fort Collins, Colorado, for a Joint Library; (2) construct a Joint Library not more than 33,000 gross square feet in size; and (3) furnish, equip, operate and maintain the Joint Library for the benefit of the City's citizens, the general public and the students, faculty and staff of the College; and

WHEREAS, the City and College desire to enter into this Agreement in order to set forth their respective rights and obligations concerning the development, maintenance, operation and use of the Joint Library; and

WHEREAS, the land upon which the Library will be built is owned by the College, and Poudre R-1, Thompson R2-J and Park R-3 School Districts; and

WHEREAS, the School Districts have, by separate agreement with the College, consented to the construction of the Library upon their jointly owned Property; and

WHEREAS, the parties are authorized to enter into intergovernmental agreements to provide any function, service or facility as provided in §29-1-203, C.R.S.; and

WHEREAS, the College is required to have a library as part of its accreditation as an institution of higher education under North Central Association of Colleges and Schools Accreditation; and

WHEREAS, the College anticipates that this Library will serve that purpose; and

WHEREAS, the City has experienced significant population growth and desires to provide more convenient and improved library services to all citizens of Fort Collins; and

WHEREAS, the City anticipates that this Library will serve that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and College agree as follows:

1. Principles of Operation.

1.1 The City and College agree to jointly develop, build, furnish, equip, staff, operate and maintain a Joint Library on the College's Larimer campus and on the site shown on attached Exhibit "A" which is incorporated herein by this reference (hereinafter referred to as the "Library").

1.2 All public space of the Library shall be open for common use by College's students, faculty and staff and the general public (hereinafter collectively referred to as the "Users"). All Library services shall be offered to all Users on an equal basis, unless otherwise provided in the Library's rules and regulations. The Library shall be designed and built so that access to the Library, its collections, and its resources shall be in compliance with the Americans with Disabilities Act (ADA).

1.3 The Library shall provide quality library service and materials to the Users. Users will have unlimited use of the resources, materials and services of the Library subject to the rules and regulations regarding the use and operation of the Library as referenced below.

2. Construction of Joint Library.

2.1 The Library will consist of a constructed building of not more than 33,000 gross square feet in size and related site improvements. The land, building, and capital improvements related to the Library shall be owned by the College. Ownership of furnishings, equipment, and supplies for the Library shall be as set forth in Section 3 of this Agreement.

2.2 The College shall provide an amount not to exceed Two Million Two Hundred Fifteen Thousand Dollars (\$2,215,000.00) for the design, construction, furnishing and equipping of the Library. The College shall also provide the land on which the Library is to be located. The College has requested an additional Six Hundred Fifty Thousand Dollars (\$650,000.00) from the State Legislature in 1996 to be used for site work, landscaping, furnishings and related costs for the Library. The College will spend this money on these Library improvements if the Legislature appropriates these funds for the Library. City shall provide an amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000.00) for the design, construction, furnishing and equipping of the Library, including parking, site work, and project management . The City will request an additional Three Hundred Thousand Dollars (\$300,000.00) from its City Council in 1997. If the Council appropriates these funds, the City will use them to purchase additional books and materials for the Library.

2.3 The building design shall be jointly developed and agreed to by City and College. The City shall appoint a representative to serve on the design review committee for the Library. The parties shall endeavor to design the Library with sufficient computer and electronic data resources to serve the needs of the Users well into the future.

2.4 The College shall hire the general contractor and other vendors as necessary for construction of the Library. The general contractor shall be subject to a prequalifying process consistent with State laws and rules. City and College will jointly develop and agree upon the prequalifying criteria. The College shall consult with the City on all decisions concerning the construction of the Library.

2.5 During the construction of the library the City shall pay its portion of each progress payment that becomes due as the project progresses. No change orders shall be approved without the prior written consent of the City. The general contractor will invoice College for payment of the total construction cost then due. Upon receipt of Architect's certification for payment, College will send a copy of the general contractor's invoice to the City. The City will pay to the College the City's share of the invoice within 30 calendar days of receipt of the invoice copy. The City will use its best efforts to pay its share of the invoice within fifteen (15) days of receipt. The City's share of the progress payment shall be the percentage derived by dividing the City's One Million Seven Hundred Thousand Dollar (\$1,700,000.00) contribution by the total design and construction budget for the Library, not including furnishings, books and other materials. City will provide to College necessary documents evidencing its capital match as may be required by the State Legislature and/or State Controller.

2.6 Library entrance signage will clearly indicate the Library's joint affiliation with the City and the College. City and College shall provide and share equally the cost of the exterior signage for the Library, the design of which shall be as mutually agreed between the parties. Interior signage shall be provided by both parties as part of the construction phase of the building.

2.7 The Library facility shall not be materially altered or modified except by the written agreement of the City's City Manager, or his/her designee and the College's President or his/her designee. The name of the Library will be determined by mutual agreement of the City and the College.

3. Furnishings, Equipment and Supplies.

3.1 Prior to opening, the Library will be furnished with bookshelves, tables, chairs, workstations, and all other necessary and appropriate furnishings, equipment and supplies reasonably necessary to meet the needs of the Users. The College anticipates spending Three Hundred Thousand Dollars (\$300,000.00) on equipment and furnishings for the Library prior to its opening. These funds have been requested from the State Legislature in 1996 but have not yet been appropriated. The City anticipates spending Fifty Thousand Dollars (\$50,000.00) on equipment and furnishings for the Library prior to its opening. The City also anticipates using all of the furnishings and equipment now used in the City's Mini-library for the Library. This equipment and furnishings has a value of approximately One Hundred Forty-two Thousand Dollars (\$142,000.00). Throughout the term of the Agreement, City and College will jointly select and agree upon all new furnishings, equipment, and technologies for the Library. New furnishings, equipment and supplies will be separately purchased by City and College. For any acquisitions made, each party shall follow its

applicable purchasing policies and procedures in place at the time of the purchase. Unless otherwise agreed to by the parties, each party shall retain ownership of those furnishings, equipment and supplies provided or purchased by them, and shall maintain a separate inventory of said property. When determined to be in their mutual best interests, nothing herein shall be construed as prohibiting or discouraging the joint purchase and/or ownership of any furnishings, equipment or supplies.

3.2 The parties understand that State law requires that one percent (1%) of the College's design and construction costs be used for art pursuant to the State Art in Public Places Program. Similarly, the parties understand that the City must use one percent (1%) of its contribution to construction and design for art as required by the City's Art in Public Places Program. The parties shall consider the joint use of such art money to procure art for the Library.

3.3 The Library's telecommunications and automated systems and networks shall be designed and installed to provide convenient access to voice, video and data lines of the Library for all Users.

3.4 Unless otherwise agreed to in writing by the parties, all costs for maintaining and repairing the furnishings, equipment and supplies for the Library shall be borne by the respective owner of such item.

4. Materials Collection.

4.1 The materials collection for the Library will be broad and general in nature and, to the extent possible, will be consistent with the collection development policies of the City and College. Each party shall be responsible for budgeting for and purchasing its own collection. The City anticipates bringing its Mini-library materials collection to the Library plus additional materials. The College anticipates bringing its existing campus library materials to the Library plus additional materials. The parties anticipate the opening collection for the Library will exceed 40,000 items.

4.2 City and College shall retain rights to their own respective cataloging records and shall have joint ownership of circulation records.

4.3 The parties shall consult with each other to coordinate the acquisition of new materials so as to best serve the needs of all Library Users. New materials shall be selected in accordance with materials selection policy of the party that is purchasing the materials. In addition, the selection of new materials shall be consistent with the Library Bill of Rights and the American Library Association ("ALA") Freedom to Read Statement. The City shall be the owner of the materials it initially brings to the Library and of new materials acquired by the City and the College shall be the owner of the materials it initially brings to the Library and of new materials acquired by the College.

4.4 The Fort Collins Public Library's Request for Reconsideration Policy and Procedure shall be followed by the City for all challenged materials owned by the City. The College's policies and procedures shall be followed for all challenged materials owned by the College.

4.5 The Library materials will be classified using the Dewey Decimal Classification System and will be assigned subject headings using the Library of Congress Subject Headings. All Library materials will be identified with a Library property stamp and inventory control and ownership of the materials will be tracked through the use of the City's on-line catalog system. Joint Library materials will be processed by the City. Materials purchased by the City will be cataloged by the City. Materials purchased by the College will be cataloged by the City on the Online Computer Library Center, Inc. (OCLC) System.

4.6 The Library will use the City's integrated on-line catalog and circulation system. The City will provide and maintain the system for the Library. The College's library bibliographic records will be converted to the system. The College will be responsible to pay for all costs of the conversion of its bibliographic records to the system. The College shall maintain access to the CARL System. The costs of the CARL System shall be the College's responsibility.

5. Management.

5.1 The organizational structure of the Library will be designed to meet the needs of both the City and the College, with as little duplication of services and functions as possible. Clear lines of authority and responsibility will be established consistent with this Agreement to ensure effective management of the Library.

5.2 The parties agree that the present standards of operation, policies and procedures of the Fort Collins Public Library, and as amended, will be used for the operation of the Library. These standards, policies and procedures will include:

- a. College faculty members will be able to have College materials on loan for whatever length of time the College deems appropriate.
- b. The City and the College will develop a system that will allow college faculty members to reserve books and materials for use by their students.
- c. The Library will not charge the out-of-state library card fee to the College's students who reside out of state.

Additional exceptions to these standards, policies and procedures may be made by a written agreement signed by the College's President or his/her designee and by the City Manager and his/her designee.

5.3 The parties will consult with each other on all matters of mutual interest and concern. The City will cooperate in good faith with the College to ensure the Library is operated in a manner that meets the needs of the College's students, faculty and staff.

5.4 The City shall be responsible for responding to all complaints from the public and library users concerning the operation of the Library. The College shall be responsible for responding to all complaints concerning the maintenance, security and safety of the Library facility.

5.5 The College's identification (I.D.) card and the City's library card may be used for all Library services requiring a library card. The College's I.D. card must be compatible with the Library's on-line system. The cost of making the I.D. card compatible with the on-line system shall be the College's responsibility.

6. Library Advisory Committee.

6.1 The parties shall assemble a Library Advisory Committee (the "Committee") that will advise City and College concerning the operation and maintenance of the Library. The Committee shall be advisory only and shall report its recommendations to the College President or his/her designee and to the City Manager or his/her designee.

6.2 City and College shall each appoint three (3) members to the Advisory Committee. The College's appointees shall include: one Front Range Community College Faculty member; one Front Range Community College Student; and one Front Range Community College Administrator. The City's appointees shall include: one City Library Board Member and two City librarians.

6.3 The City's Library Director and the College's Vice President for the Larimer Campus shall be permanent members of the Committee and shall serve as ex-officio non-voting members.

6.4 All voting members shall serve until they resign or until they are replaced. The College may replace, at its discretion, any member appointed by the College. The City may replace, at its discretion, any member appointed by the City.

6.5 The Committee shall meet at least twice annually with the meetings to be called and scheduled by the City's Program Administrator and the Campus Librarian, who will be responsible for preparing and distributing meeting agendas. The meetings will be held at a location and at a time that is mutually convenient to all parties.

6.6 The Committee will elect a chair and a secretary for conducting meetings with a term of office of one (1) year. Minutes of Committee meetings shall be kept by the Committee and shall be made available to the public.

7. Maintenance and Utilities.

7.1 The College shall repair and maintain the Library facility, the parking lot, landscaping, and all mechanical systems associated with the Library so that these facilities properly function at all times and remain in good condition.

7.2 The College shall provide custodial services for the Library sufficient to keep the Library in a clean, neat, healthy, and attractive condition.

7.3 The College shall provide sufficient security services as required to keep the Library safe for Library Users and Staff.

7.4 The College shall provide and maintain in good working condition all utility services for the Library including gas, water, sewer, electricity, telephone services and all voice and data lines. Telephone services will provide direct access to the Library in a manner agreed to by the parties. The College will provide sufficient voice and data lines to adequately serve the needs of all Users, and will pay for all long distance and local calling charges. The parties will endeavor, to the extent allowed by available funding, to provide state-of-the-art computer based library services.

7.5 The College shall provide snow and ice removal for the Library and also recycling and trash removal services sufficient to properly handle waste generated by the Library.

7.6 The City shall provide and maintain all copy machines for the Library. All revenue from the use of these machines shall be used to pay for the cost of buying, leasing, operating, and maintaining the machines. Any revenue from these machines in excess of these costs shall be placed in the fund described in Section 7.9 below.

7.7 Library courier services shall be provided by the City.

7.8 Capital maintenance and projected controlled maintenance will be provided and managed by the College.

7.9 All revenue from fees and fines generated by the Library shall be placed in a contingency fund and used to maintain, repair or replace equipment, furnishings, carpet and materials for the Library, as agreed by the City's City Manager or his/her designee and the College's President or his/her designee.

8. Staffing:

8.1 The City shall provide adequate staff for the operation of the Library. All staff members (except volunteers) provided by the City shall be City employees and the City shall be responsible to pay for the salary, benefits and other compensation owed to these employees.

8.2 The College shall provide one (1) Campus Librarian for the operation of the Library. The Campus Librarian shall be the College's employee and the College shall be responsible to pay the salary, benefits and other compensation owed to this employee.

8.3 The Library staff, except for the Campus Librarian, shall be supervised by the City's Program Administrator and all scheduling of staff shall be determined by the City's Program Administrator. The City's Program Administrator shall consult with the Campus Librarian concerning staff supervision, hiring and scheduling. However, the final decision concerning these matters shall rest with the City's Program Administrator. The City will consult with the College concerning the selection of the City's Program Administrator. The College will consult with the City concerning the selection of the Campus librarian.

9. Hours of Operation.

The Library shall be open to the public a minimum of fifty-five (55) hours per week and a maximum of 65 hours per week (excluding holidays observed by both the City and the College). The Library may be open for use by the College's students for up to an additional ten (10) hours per week. The hours of operation for the Library may be changed as the City's City Manager or his/her designee and the College President or his/her designee may agree from time to time.

10. Future Expansion.

The parties agree to work cooperatively to implement any future expansion of the Library that the parties deem appropriate and necessary to meet the needs of City, College and Library Users.

11. Term.

This Agreement shall commence on _____, 1996, and shall end fifty (50) years from such date ("Initial Term"). Upon expiration of the Initial Term, the parties will negotiate in good faith for the continuation of this Agreement if the parties both deem a joint library is in their best interest.

12. Costs.

The parties have analyzed their anticipated operation and maintenance costs of performing their respective duties and obligations under this Agreement. An estimate of these costs, by service level, is attached as Exhibit B and represents the results of the parties' analysis. The parties generally anticipate this division of costs will result in the City covering approximately sixty percent (60%) of operation and maintenance costs and the College covering approximately forty percent (40%) of operation and maintenance costs. The parties believe this division of costs is fair and equitable. The parties agree that in the event either party becomes concerned that this division of costs is no longer fair and equitable, and in any event no less frequently than once every three (3) years, the parties shall meet in good faith to discuss these concerns and to seek to resolve them.

Generally, the parties intend that future operation and maintenance cost increases that result in services or improvements that primarily benefit one party should be paid by that party receiving the benefit. If the services or improvements are of generally equal benefit, the cost increase should be shared equally by the parties.

The division of costs described above is founded, in part, on the anticipated use of the Library by the general public as compared to the anticipated use by the College's students, faculty and staff. An estimate of these use patterns is attached as Exhibit C.

Each party shall keep accurate and comprehensive records of their costs and expenditures associated with meeting their duties and obligations under this Agreement. These records shall be available to the other party within a reasonable time after they are requested.

13. Notice.

Whenever a notice is either required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party:

If to the City:	City of Fort Collins Director of Library Services 201 Peterson Street P.O. Box 580 Fort Collins, CO 80522
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If to the College:	Front Range Community College Attn: Vice President's Office 4616 South Shields Fort Collins, CO 80526
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14. Liability.

14.1 College shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of College or its officers, employees, and agents in connection with the performance of this Agreement.

14.2 City shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by City, or its officers, employees, and agents in connection with the performance of this Agreement.

14.3 Nothing in this Section 14 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the City or

College may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., et. seq.) or to any other defenses, immunities, or limitations of liability available to City or College by law.

15. Insurance.

15.1 Each party shall secure and maintain during the life of this Agreement statutory worker's compensation and liability insurance. Each party shall retain the option of discharging this obligation by means of funded self-insurance.

15.2 The College shall secure and maintain property insurance coverage protecting the Library structure and College's personal property against all risk of physical damage or loss for their full replacement cost. The City shall secure and maintain property insurance protecting the City's personal property maintained in the Library for its full replacement cost. City and College hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties. Each party may provide this insurance coverage through self-insurance. Any deductibles associated with any insurance provided by either party shall be covered through self-insurance.

16. Default/Remedies.

16.1 Except as otherwise provided herein, in the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

16.2 In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of twenty (20) days, from receipt of notice of said default from the nondefaulting party, within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to: (a) terminate this Agreement and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

17. Damage and Destruction.

In the event the Library is rendered untenable or unfit by fire or other casualty, the parties agree that each shall make its best efforts to identify and recover any insurance proceeds available for the loss, and apply such proceeds to the repair, restoration or replacement of the Library and, if such insurance proceeds are not sufficient, to obtain such additional funds as may be necessary to repair, restore, or replace the Library (the "Additional Funds").

If either party is unable to obtain one-half of the Additional Funds, the other party shall have the option, at its discretion, to make up the shortfall in such funds in order to allow the repair, restoration or replacement to proceed. If the parties are unable to repair or replace the Library under the terms of this provision, this Agreement will immediately terminate and no financial obligation shall accrue from the date of such fire or casualty.

18. Non-appropriation.

18.1 In the event the Colorado General Assembly or the State Board for Community Colleges and Occupational Education fails to annually appropriate sufficient funds to pay for the College's necessary costs to fulfill its obligations under this Agreement for any College fiscal year, then the College shall consult with the City concerning any reduction in service by the College before any reduction is implemented. If the College reduces services it is obligated to provide under this Agreement due to such non-appropriation, the reduction in services shall be no greater than the reduction in the same services for the College's entire Larimer Campus. The reduction of said services shall not constitute a default under this Agreement.

18.2 In the event the City Council of the City of Fort Collins fails to annually appropriate sufficient funds to pay for the City's necessary costs to fulfill its obligations under this Agreement for any City fiscal year, then the City shall consult with the College concerning any reduction in service by the City before any reduction is implemented. If the City reduces services it is obligated to provide under this Agreement due to such non-appropriation, the reduction in services shall be no greater than the reduction in the same services for the City's main library. The reduction of said services shall not constitute a default under this Agreement.

18.3 Each party agrees to timely and properly budget for, request, and pursue the annual appropriation of sufficient funds to meet its obligations hereunder from that party's legislative body(ies), and to pursue all available appeals and reviews of any denial or rejection of such requested appropriation.

19. Assignment.

Neither City nor College may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

20. Binding Effect.

This writing, together with the exhibits hereto, constitutes the entire agreement between the parties' officers, employees, agents and assigns and shall inure to the benefit of their respective survivors, heirs, successors and assigns.

21. Entire Agreement.

This Agreement, along with all exhibits and other documents incorporated herein, shall constitute the entire agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

22. Law/Severability.

This Agreement shall be governed in all respects by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Attorneys' Fees/Jurisdiction.

In the event that either party shall default under any of the provisions of this Agreement and the nondefaulting party shall commence litigation to enforce this Agreement, the defaulting party shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the nondefaulting party concerning such litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

For the City:

THE CITY OF FORT COLLINS
a Colorado home-rule municipality

By: _____

Ann Azari, Mayor

ATTEST:

City Clerk

Approved as to legal form:

Assistant City Attorney

For the College:

The State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of FRONT RANGE COMMUNITY COLLEGE.

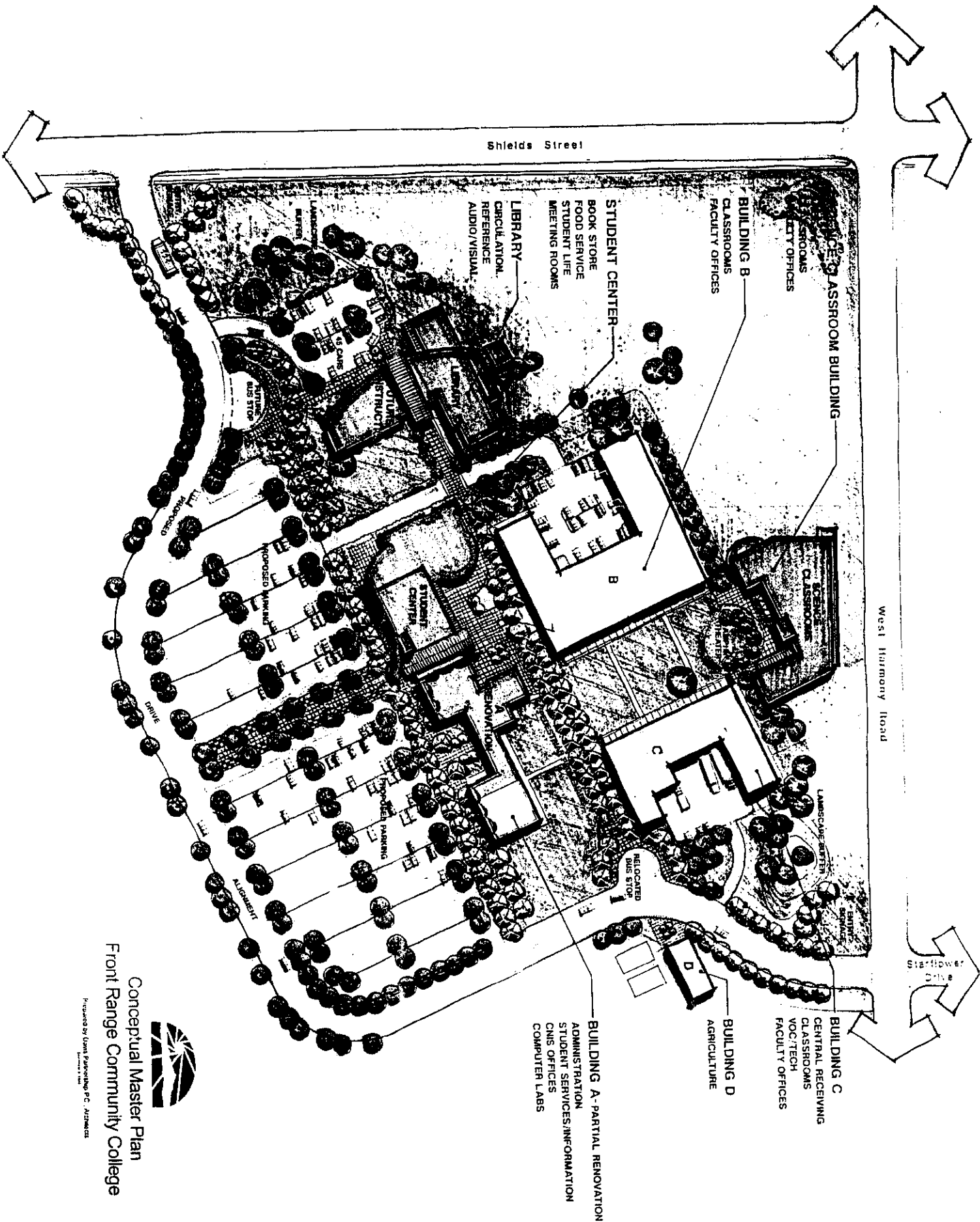
By: _____
_____, its _____

APPROVAL:

Clifford W. Hall, State Controller

Approved as to legal form:

Attorney



Conceptual Master Plan
Front Range Community College



Prepared by Grant Papenbrock, P.C., Architect

SUMMARY OF COSTS FOR THE 4 SERVICE LEVELS

	<u>CITY</u>	<u>F R C C</u>	<u>TOTAL</u>
CURRENT STAFFING			
Personnel	\$157,250	\$ 81,303	
Maintenance & Utilities*	106,928	110,871	
Other Operating	73,733	29,975	
O & M Costs	(60%) 337,911	(40%) 222,149	
Books & Periodicals	<u>55,817</u>	<u>40,337</u>	
	\$393,729	\$262,486	\$ 656,215
LIMITED			
Personnel	\$318,600	\$ 49,500	
Maintenance & Utilities		217,800	
Other Operating	<u>85,008</u>	<u> </u>	
O & M Costs	(60%) 403,608	(40%) \$267,300	
Books & Periodicals	<u>55,817</u>	<u>40,337</u>	
	\$459,425	\$307,637	\$ 767,062
ADEQUATE			
Personnel	\$387,124	\$ 55,000	
Maintenance & Utilities		217,800	
Phone & dataline maintenance		29,700	
Other Operating	<u>81,268</u>	<u> </u>	
O & M Costs	(60%) \$468,392	(40%) \$302,500	
Books & Periodicals	<u>82,500</u>	<u>40,337</u>	
	\$550,892	\$342,837	\$ 893,729
FULL SERVICE			
Personnel	\$387,124	\$ 55,000	
Maintenance & Utilities		217,800	
Phone and dataline maintenance		29,700	
Other Operating	<u>81,268</u>	<u> </u>	
O & M Costs	(60%) \$468,392	(40%) \$302,500	
Books, Periodicals & electronic resources	123,156	117,641	
Service enhancements	<u>140,383</u>	<u>99,669</u>	
	\$731,931	\$519,811	\$1,251,742

* Under this option the IGA would be changed so the parties would share all costs on a 60% (City)/40% (College) basis. This change would be needed because the City must pay for some Maintenance and Utility costs to achieve the 60/40 split.

EXHIBIT C

ESTIMATED USE PATTERNS

The uses of the Library will be different for each entity. The general public's use will involve short visits to obtain materials with some browsing and some serious study. Computer resources and World Wide Web access to the Internet will be offered as well. Parents will bring children to select books and attend children's programs. The public will attend meetings and programs in the community room.

The College users will require more assistance in using library resources, will check out course-related reserve materials for short-term in-library use, will receive instructional tours and presentations, and will use the library for quiet study. While the number of users will be smaller, it is expected that their use will be more intense and for longer periods of time than the use by the general public. They will also use the computer resources and World Wide Web access to the Internet. The demographics of the students suggest that a high percent are parents and will also visit in that role or combine a study trip with one for their children.

Use projections for the general public and for the College's users are as follows:

	FRCC	CITY
<u>Annual User Visits</u>		
Current	7,452	78,000
Projected	18,216	156,000
<u>Circulation</u>		
Current	4,859	185,432
Projected	12,144	370,086

There will be no distinction made between College and general public users or circulation attributable to each group. These projections merely reflect estimates of users and circulations based on current usage patterns. The College predicts a 10 percent growth in its present 3,100 student population with the opening of the three new campus facilities (library, science building, and student center). After that a plus or minus 2 percent growth each year is forecasted.