



Jefferson County  
**PUBLIC LIBRARY**

## **BOARD STUDY SESSION**

**DATE:** May 14, 2020

**TIME:** 5:30 P.M.

**PLACE:** Online via WebEx

For instructions on how to access the online WebEx Study Session  
please go to:

<https://jeffcolibrary.org/board-of-trustees/2020-study-sessions/>

### **TOPICS:**

- Library Response to Covid-19
- 2020 Strategic Impacts
- 2020 Budget Recommended Adjustments
- Return to In-Person Service
- Intergovernmental Agreement with the Foothills Park & Recreation District
- Financial Review (March)

**NEXT BOARD STUDY SESSION**

**ADMINISTRATION**  
10200 W. 20th Ave.  
Lakewood, CO 80215  
303.235.5275



[jeffcolibrary.org](http://jeffcolibrary.org)

To: Board of Trustees

From: Donna Walker, Executive Director

Re: Library Response to COVID – 19

Date: May 7, 2020

At the April 2, 2020 Board meeting, trustees were informed about the Library's Emergency Response to COVID-19, including the role of leadership, crisis management, mission essential functions, use of library services, staffing and remobilization.

At the April 23, 2020 Board meeting, trustees were informed about the Library's Emergency Response to COVID-19, including the continuity of operations, use of library services, influences on our process, gradual return to in-person service, potential budget impact, challenges and opportunities.

In between meetings, trustees were kept informed about the Library's response to COVID-19 in at least 9 separate emails starting on March 11, 2020.

The May 14, 2020 Study Session is designed to provide the most updated information on the Library's response to this emergency as well as more opportunity for Board discussion on key topics.

### **Emergency Response**

The Library operated in compliance with the Jefferson County Public Health modified Stay-at-Home order through May 8, 2020, planning our next steps in anticipation of the shift to the State's Safer-at-Home recommendation on May 9<sup>th</sup>. We actively monitor and engage with official sources for updates and recommendations to make the health and safety of our staff and public the Library's top priority.

As described previously, during the closure of our buildings to the public, the Library continues to offer robust services through a variety of means including digital downloads, e-reference through Book-a-Librarian and Reader's Advisory, telephone support through our call center, online programming, stakeholder engagement, and community outreach.

The most up-to-date information on service provision and use during the closure of our physical buildings to the public, will be presented at the May 14, 2020 study session.

### **2020 Strategic Impacts and Projected Revenue and Recommended Adjustments**

As we adapt services to the "next normal," our emergency response will slowly transition into a new strategic approach to library operations, budget and expenditures through the rest of 2020. We believe that the 2020-2025 strategic priorities and initiatives, presented to the Board earlier this year, provide the means for us to achieve the Board Ends.

See attached memos from Rex Whisman and Barbara Long. Discussion of these topics are on our agenda for the May 14, 2020 study session.

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### **Plan for A Gradual Return to In-Person Service**

In addition to our incident command structure, we have added another team focused solely on the gradual return to in-person library service.

See attached memo from Julianne Rist. The most up-to-date information on this project will be presented at the May 14, 2020 study session. Opportunity to discuss this topic will also be provided for at this meeting.

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To: Donna Walker, Executive Director

From: Rex Whisman, Director of Strategy and Engagement

Re: 2020 Strategic Impacts

Date: May 6, 2020

### **2020 Strategic Impact**

Our draft 2020 – 2025 Strategic Plan states, “strategic planning helps determine how best to invest our ideas and be responsive to market conditions and competition, as well as justify our decisions and effectively position JCPL for whatever the future holds.” Those words might never be timelier.

The Board of Trustees ends statements and the Library’s strategic priorities remain relevant, and serve as the validating guideposts for our decisions and actions during the closure of JCPL’s buildings, and our planning for a gradual return to in-person services, in response to COVID – 19.

#### Ends Statements

- Equity of Access
- Create Place
- Provide Leading-Edge Services
- Maximize Value

#### Strategic Priorities

- Create Libraries for the Future
- Reach More People
- Be the Third Place
- Focus on Building Literacies
- Grow Sustainably

As the Library pivots towards a gradual return to in-person services, and remote and alternative services that will continue into the next normal, the eight initiatives from the 2020 – 2025 strategic plan, which support our strategic priorities, remain relevant too.

However, because of unexpected circumstances from COVID – 19, our budget will be impacted and necessitate a strategic shift in our approach to projects in 2020.



Jefferson County  
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## memorandum

To: Donna Walker, Executive Director  
From: Barbara Long, Assistant Director for Finance & Budget  
Re: 2020 Budget: Projected Revenue and Recommended Adjustments  
Date: May 4<sup>th</sup>, 2020

The economic impacts of the current COVID19 pandemic will likely have a negative impact on Jefferson County Public Library (JCPL)'s projected revenue for 2020 and beyond. Property tax makes up 98% of the Library's budgeted revenue in 2020, so it is worth looking at property tax in greater detail. Recommendations for adjustments to expenditures are included for discussion as well.

### **Property Tax: The Good, the Bad & the Ugly**

#### **The Good: Stability**

Property tax is a great revenue source for stability. While sales tax collections can display wild fluctuations and a precipitous drop when a lot of retail businesses are closed, property tax assessment is done a year in advance and changes between assessment years are usually minimal. During the 2007-2009 recession, property values were relatively slow to fall and the largest year over year decrease was 5%. The financial update for Jefferson County which was presented to the Board of County Commissioners on April 24<sup>th</sup> did not show a change to estimated property tax revenues even in a recession like scenario.

#### **The Bad: Slow to Decline Means Slow to Recover**

Unfortunately, this also means that when property tax revenue drops, it is not quick to recover. When values decline, it can take years to get back to growth. During the 2007 – 2009 recession, the percentage decrease in property values and the resulting taxes were smaller than decreases in more volatile funding sources like sales tax or hotel taxes, but values did not come back up to pre-recession levels until 2016 and significant increases started only in 2017.

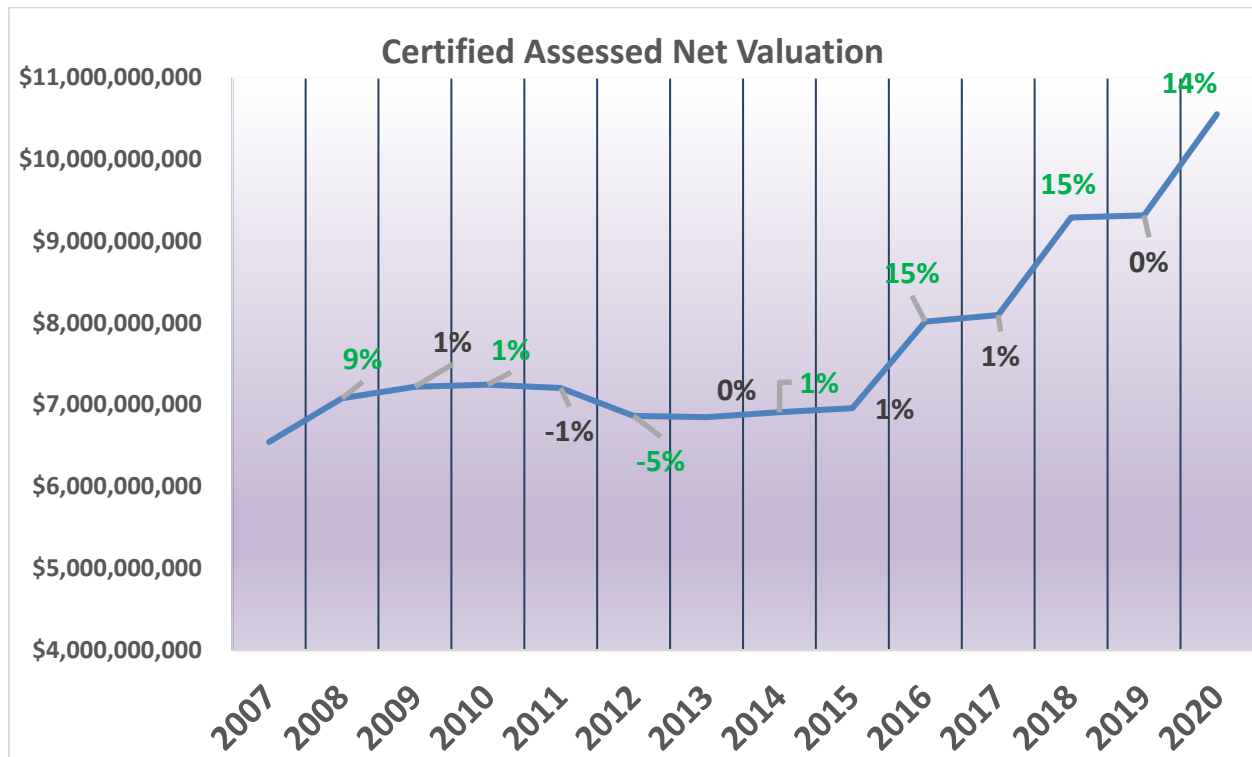
#### **The Ugly: Unprecedented Collection Risk**

The current situation is not like previous recessions: whole sectors of commercial activity are completely shut down. The risk that property owners are simply unable to pay their tax bill deserves mention. This risk is smaller for residential property where most owners have a mortgage and property tax payments are made through mortgage escrow, but is likely greater for commercial property especially if a business is not able to survive the period of inactivity.



## memorandum

The chart below shows the certified assessed net valuation for Jefferson County property from 2007 to 2020 with the percentage change in green for assessment years. Net valuation excludes the value of urban renewal or tax increment financing districts.



Because of the less volatile nature of property tax, revenue projections for 2020 do not include a decrease of more than 10% to 2020 budgeted property tax revenue. Other revenue is projected as detailed in the March financial tables.

The table below shows revenue scenarios for 2020 with property tax decreases of between 2.5% and 10%. Expense reduction options are shown at the bottom of the table. Delays to hiring, the first expense reduction option shown, are normally a first action taken by government entities experiencing a downturn in revenue. Because property tax revenue is normally slow to recover, reductions to on-going costs like salaries are more important than they would be if revenue was expected to bounce back quickly.



## memorandum

Significant 2020 costs which are not included in proposed reductions are the Golden Library project, property acquisition in South County for a new library and the purchase of a new bookmobile. Including the Golden Library project as a 2020 expense reduction makes sense if the project is abandoned, but if it is only delayed, these funds will be needed in the future. Excluding the project from current expense reductions preserves the ability to fund the Golden Library project at a later time. The current economic climate could provide opportunities for property acquisition in South County and also for increased competition and possibly a better price for a new bookmobile purchase.

| 2020 Revenue Scenarios            |                                   |                         |                            |                          |                           |
|-----------------------------------|-----------------------------------|-------------------------|----------------------------|--------------------------|---------------------------|
|                                   | Budget                            | Projected Other Revenue | Property Tax 2.5% Decrease | Property Tax 5% Decrease | Property Tax 10% Decrease |
| Property Tax                      | 46,300,305                        | 46,300,305              | 45,142,797                 | 43,985,290               | 41,670,275                |
| Investment Income                 | 322,000                           | 322,000                 | 322,000                    | 322,000                  | 322,000                   |
| Grants & Foundation               | 288,000                           | 288,000                 | 288,000                    | 288,000                  | 288,000                   |
| Other Revenue                     | 330,153                           | 265,000                 | 265,000                    | 265,000                  | 265,000                   |
| Transfer                          | -                                 | 147,441                 | 147,441                    | 147,441                  | 147,441                   |
| <b>Total</b>                      | <b>47,240,458</b>                 | <b>47,322,746</b>       | <b>46,165,238</b>          | <b>45,007,731</b>        | <b>42,692,716</b>         |
| <b>Difference from Budget</b>     |                                   | <b>82,288</b>           | <b>(1,075,220)</b>         | <b>(2,232,727)</b>       | <b>(4,547,743)</b>        |
| <b>Difference in Property Tax</b> |                                   |                         | <b>(1,157,508)</b>         | <b>(2,315,015)</b>       | <b>(4,630,031)</b>        |
| <b>Delay Hiring</b>               | Postpone hiring some 2020 new FTE |                         | 950,000                    | 950,000                  | 950,000                   |
| <b>Reduce Operating Expenses</b>  |                                   |                         |                            |                          |                           |
|                                   | Collection - physical materials   |                         | 300,000                    | 400,000                  | 500,000                   |
|                                   | Advertising Campaign              |                         | 100,000                    | 100,000                  | 100,000                   |
|                                   | Contingency                       |                         | 250,000                    | 250,000                  | 250,000                   |
|                                   | Multiple Other Reductions         |                         |                            | 400,000                  | 410,000                   |
|                                   | <b>Total proposed reductions</b>  |                         | <b>1,600,000</b>           | <b>2,100,000</b>         | <b>2,210,000</b>          |
|                                   | <b>Gap</b>                        |                         | <b>524,780</b>             | <b>(132,727)</b>         | <b>(2,337,743)</b>        |
| <b>Delay Golden Project</b>       |                                   |                         | 4,396,000                  | 4,396,000                | 4,396,000                 |



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## memorandum

**Recommendation:** Plan for a 5% reduction to property tax revenue collected in 2020. This is a conservative projection, matching the largest decrease in property tax resulting from the last recession. If property tax collections end up dropping by more than 5%, delaying the Golden project gives JCPL the capacity to respond in future years, based on more accurate information than is available now. This represents a balance between making service impacting cuts that may not be justified and planning conservatively to preserve financial stability.

The impact of COVID19 will likely continue beyond 2020. To adequately encompass the range of possibilities, some scenarios for future year impacts should include property tax decreases as well as differing time periods of declining or flat revenue. Long term planning scenarios will be presented at the Board meeting on May 21, 2020



## MEMORANDUM

TO: Donna Walker, Executive Director  
FROM: Julianne Rist, Director of Libraries  
RE: Gradual return to in-person services  
DATE: May 4, 2020

### Vision

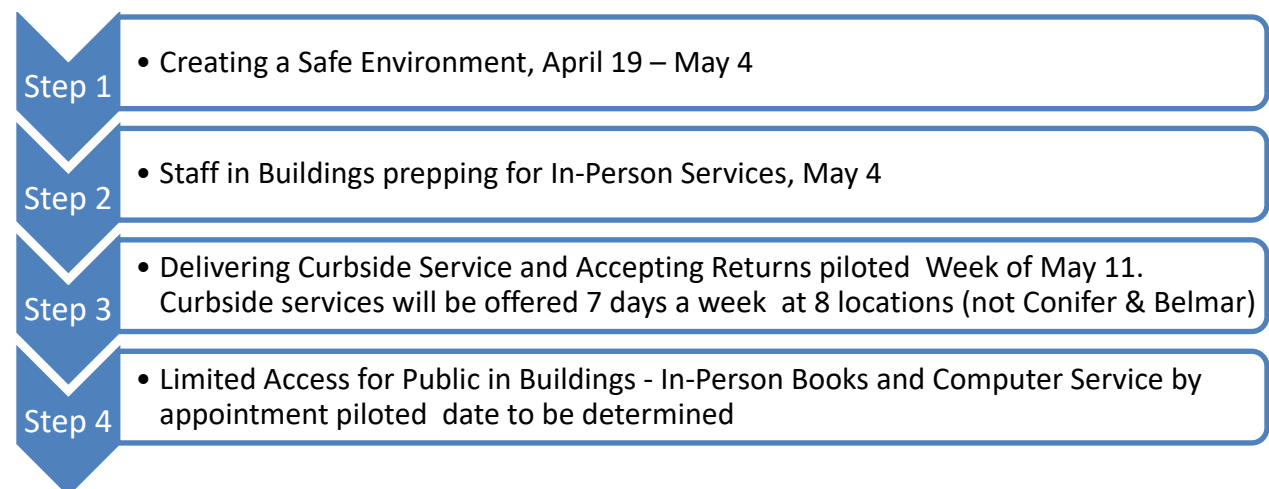
The Board of Trustees' Ends Statements and our five-year strategic priorities create the vision for a safer return to in-person services at Jefferson County Public Library. The strategy entails the process to meet JCPL staff and community needs in a sustainable and safer way, and the steps for residents to gain access to a full spectrum of resources and services including, physical books and materials, staff, technology and space.

### Purpose

Jefferson County Public Library intends to provide library services at our physical locations in an incremental manner, responding to current circumstances and changing conditions, while keeping the health and safety of our staff and community, our first priority. When preparing for a safer return to in-person services and reopening our buildings to the public, JCPL will align our process with other county agencies and neighboring library systems. We will adhere to, and follow, current orders and guidelines from governing authorities.

### Tiered Approach to Returning to In-person Services

The process for providing in-person services for Jefferson County Public Library entails the following strategic steps, in priority order, with some overlap.



**MEMORANDUM**

**Continuity of Services**

These services go on continuously through the plan and are integrated at the appropriate time to any step during the process.

| <b>Programming</b>          | <b>Digital Services</b>                  | <b>Alternative Services</b>                                       | <b>Other Services</b>  |
|-----------------------------|--|---|--|
| virtual, remote and call in | e material, streaming items, and website | non-staffed services like vending and lockers, mail delivery      | such as support to vulnerable populations, support to businesses & Book a Librarian appointments |
| March 23 to current         | March 23 to current                      | surveying current stops week of May 2; reactivate services May 11 | March 23 to current  |

**Constraints**

Constraints to safely reopen buildings for the public, some outside of the control of JCPL must be considered including:

- Constantly changing public safety orders
- Coordinating with other County agencies and other library systems
- Recommendations for service and protocols reviewed by County Legal and Jefferson County Public Health
- Securing appropriate safety barriers and distancing signage critical to safely reopen buildings to the public
- Following new regulations for personnel
- Availability of staff to work in buildings

**Desired Outcomes and Results**

Jefferson County Public Library has created new ways to work effectively and remotely during these challenging and uncertain times. We have collaborated to ensure the well-being of our staff and community. The lessons learned will allow JCPL to become a more nimble organization that quickly pivots services and resources to meet our community’s needs in a healthy and safe manner. We will reflect on what we have gained from responding to COVID – 19, to keep us resilient, and to create an innovative and sustainable leading-edge library system for our community long into the future.



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## **MEMORANDUM**

Due to constantly changing environment, the plan will continue to evolve, with immediate priorities covering the next 4-6 weeks. This plan is a living document that will be updated and adjusted regularly to meet the current needs of our community. In-person services will be added and adjusted accordingly.

**ADMINISTRATION**  
10200 W. 20th Ave.  
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303.235.5275



[jeffcolibrary.org](http://jeffcolibrary.org)

TO: Donna Walker, Executive Director

FROM: Julianne Rist, Director of Libraries & Padma Polepeddi Assistant Director of Library Experience

DATE: May 21, 2020

RE: Jefferson County Public Library Intergovernmental Agreement with the Foothills Park & Recreation District

**History: Alternative Service Delivery in South County**

The Facilities Master Plan presented to the Board in February 2018 had recommendations for Alternative Service Delivery (ASD) as opportunities to complement JCPL's destination libraries and outreach services. When the lockers and vending machine were purchased the goal was to redeploy these machines to an underserved area of the county when Belmar reopened.

The HoldIT, Locker and the LendIT Vending machine piloted as alternative library services option when Belmar library closed for construction, has been very successful. Since the machines were installed in October and November of 2019 the circulation has totaled 14,209 for these 2 machines. We have had over 3,000 customers use these 24/7 services.

The Foothills Parks & Recreation District was identified as a potential partner by JCPL as the new location for the holds locker and the vending machine to be located at the Ridge Recreation Center for several reasons;

- Location in South County
- Existing customer traffic to Ridge Recreation Center & the Peak Wellness Center
- Distance to Columbine Library
- 24/7 access to the machines

This Intergovernmental Agreement between JCPL and Foothills Parks & Recreation District has been reviewed by the Foothills Parks & Recreation District leadership and the attorney for Jefferson County.

**Total Cost:**

The library will be paying for some installation costs, such as running power for the machines and installing a concrete pad. The only ongoing cost will be electricity to power the machines. Foothills is not charging any rent.

**Next Actions:**

We recommend the Board of Trustees authorize the Executive Director to enter into an Intergovernmental Agreement with the Foothills Parks & Recreation District to place the alternative delivery systems at the Ridge Recreation center.

**This item will be placed on the consent agenda for the May 21, 2020 Library Board meeting unless otherwise instructed by the Board.**

**INTERGOVERNMENTAL AGREEMENT**  
**FOR INSTALLATION OF LOCKER AND VENDING SYSTEMS**

**THIS INTERGOVERNMENTAL AGREEMENT FOR INSTALLATION OF LOCKER AND VENDING SYSTEMS** (the “Agreement”) dated for reference purposes only May 1, 2020, is made and entered into by and between JEFFERSON COUNTY PUBLIC LIBRARY, a Colorado body politic and corporate (“Library”), and FOOTHILLS PARK & RECREATION DISTRICT, a Colorado body politic and corporate (“Property Owner”).

**RECITALS**

- A. Pursuant to Article XIV, § 18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., Library and Property Owner have the authority to enter into intergovernmental agreements.
- B. The Library desires to install at Ridge Recreation Center located at 6613 S. Ward Street, Littleton, CO, 89127, certain locker and vending systems as identified in Exhibit A, attached hereto and incorporated herein by this reference (the “Project”), to provide the public with access to Library resources.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

- 1. **AUTHORIZED REPRESENTATIVES**. Each party’s representative designated below shall have the authority to bind said party to that party’s obligations as provided for herein. Library designates Padma Polepeddi as its authorized representative. Property Owner designates Ronald Hopp as its authorized representative.
- 2. **OBLIGATIONS OF LIBRARY**.
  - 2.1. **Project Installation**. Library is responsible for installation of the Project including maintenance, repair or replacement of any portion of the Project as needed. Library has selected D-Tech International USA LLC (the “Contractor”) to provide and install the Project.
  - 2.2. **Project Maintenance**. Library shall timely address any vandalism or property damage to the Project and any damage resulting from electrical surges.
  - 2.3. **Signage**. Library is responsible for installation of signage in coordination with Property Owner and as approved by Property Owner, as well as the maintenance, repair or replacement of such signage.
  - 2.4. **Security Camera**. Library will install a temporary security camera directly above the Project.
  - 2.5. **Electrical Service; Lighting**. Library shall provide electrical service to, and appropriate lighting for, the Project.
  - 2.6. **ADA Compliance**. The Library shall be responsible for installation of a concrete pad to provide ADA-compliant access to the Project, including any necessary landscaping.
  - 2.7. **Utilities**. The Library will be responsible for paying a pro rata share of Foothills’ electricity costs, calculated based upon the energy use of the Project, upon receipt of a quarterly invoice.

- 2.8. Contact Information. Library shall ensure the Project displays owner and contact information for any malfunctions or damage.
- 2.9. Representations. Library shall require the Contractor to use its best efforts, skill, judgment and abilities to perform all work to install the Project in a professional and workmanlike manner, free of material error.
- 2.10. Licenses and Permits. Library shall ensure that the Contractor obtains all licenses and permits required to install the Project.
- 2.11. Contractor Insurance. Library shall require the Contractor, and all subcontractors, to carry the following insurance for the duration of the Project:
- i. Commercial General Liability Insurance. A policy or policies of commercial general liability insurance insuring the Contractor, and naming Library and Property Owner as additional insureds., against and liability for personal injury, bodily injury, death or property damage arising out of the Project. Coverage amounts shall be maintained at the levels set forth in such policy/ies., which shall be no less than \$1,000,000 for each occurrence. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Contractor hereunder.
  - ii. Automobile Liability Insurance. A policy or policies of comprehensible automobile liability insurance, include statutory personal injury protection and uninsured motorist coverage, insuring the Contractor and naming the Library and Property owner as additional insured against any liability for personal injury, bodily injury, death or property damage arising out of the use of any motor vehicles in connection with the performance of the Services, on or off the site, whether the motor vehicles are owned, non-owned or hired. Coverage amounts shall be maintained at the levels set forth in such policy/ies, which shall be no less than a combined single limit of \$1,000,000. The limits of such insurance shall not limit the liability of the Contractor hereunder.
  - iii. Other Insurance/Workers' Compensation Insurance. Proof of Workers' Compensation Insurance and any other insurance required by applicable law.
- 2.12. Indemnification by Contractor. Library shall require Contractor to indemnify and hold harmless Property Owner, its elected and appointed officials and its employees, agents and representatives (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to, attorney fees, which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Contractor or its employees, agents or subcontractors, or other persons acting under Contractor's direction or control, in prosecuting the Project. Contractor shall be required to investigate, handle, respond to and provide defense for any such liability claims or demands at its sole expense and to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent.

### 3. **OBLIGATIONS OF PROPERTY OWNER.**

- 3.1. Project Space. Property Owner shall dedicate sufficient space for the Project, as set forth in Exhibit B attached hereto and incorporated herein by this reference.

4. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.
5. **FINANCIAL MATTERS.**
  - 5.1. Performance of this Agreement is made in consideration of the mutual covenants and promises contained herein and no party to this Agreement shall have any obligation to pay any other party for performance of this Agreement. Each party shall be responsible for its own costs incurred in the performance of this Agreement.
  - 5.2. The continuation of this Agreement beyond the initial fiscal year is contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available by the governing body of each party. Any party shall have the right to withdraw its participation from this Agreement with 30 days written notice to the other parties in the event that its governing body does not appropriate, budget, or otherwise make funds available for the purpose of fulfilling its obligations under the Agreement for any subsequent fiscal year.
6. **CONFIDENTIALITY.** The parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other party or otherwise have access to, except as may be required by law.
7. **LIABILITY AND IMMUNITY.**
  - 7.1. Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents and volunteers.
  - 7.2. The parties agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit.
  - 7.3. The parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.
8. **TERM AND TERMINATION.**
  - 8.1. The term of this Agreement shall commence on the date the Agreement is executed by all parties and continue for five (5) years. Thereafter, the Agreement shall automatically renew for an additional one-year term unless the Library provides written notice of non-renewal prior to the expiration of the then-current term or until terminated in accordance with this Agreement.
  - 8.2. Installation of the Project shall be complete no later than September 1, 2020, unless extended in writing by the parties.
  - 8.3. Any party may terminate this Agreement with or without cause upon 90 days' prior written notice to the other parties.

9. **AMENDMENT.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Agreement may not be modified or amended except by written agreement of the parties.

10. **NOTICES.**

10.1. “Key Notices” under this Agreement are notices regarding contract default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

**LIBRARY:**

Jefferson County Public Library  
Attn: Padma Polepeddi  
10200 W. 20<sup>th</sup> Avenue  
Lakewood, CO 80215  
Tele: (303) 275-2206  
Email: Padma.Polepeddi@JeffcoLibrary.org

**With a copy to:**

Jefferson County Attorney  
100 Jefferson County Pkwy  
Golden, CO 80419-5500  
Tele: 303-271-8900  
Email: [CAOContracts@jeffco.us](mailto:CAOContracts@jeffco.us)

**PROPERTY OWNER**

Foothills Park and Recreation District  
Attn: Ronald Hopp, Executive Director  
6612 S. Ward St.  
Littleton, CO 80127  
Tele: (303) 409-2107  
Email: rhopp@fhprd.org

All Key Notices shall include a reference to the Agreement including the parties’ names and the date of the Contract.

10.2 **Electronic Transmissions.** The parties agree that: (a) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (c) at the request of any party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and



hereby forever waive such defense. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

11. MISCELLANEOUS.

- 11.1. Independent Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 11.2. Assignment. This Agreement shall not be assigned by any party without the prior written consent of all parties.
- 11.3. Integration and Amendment. This Agreement represents the entire agreement between the parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provision of this Agreement shall continue in full force and effect.
- 11.4. Officials Not to Benefit. No elected or employed member of any party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 11.5. Conflict of Interest. No party shall knowingly perform any act that would conflict in any manner with said party’s obligations hereunder. Each party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder.
- 11.6. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
- 11.7. Venue. Venue for all disputes arising under this agreement shall be in the District Court of and for the County of Jefferson, State of Colorado.
- 11.8. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representative, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.9. Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.
- 11.10. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party’s authorized representative. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

- 11.11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of parties that any person other than parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 11.12. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- 11.13. Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person signing for such party has been authorized to do so.

*[The remainder of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

FOOTHILLS PARK AND RECREATION DISTRICT,  
A COLORADO BODY POLITIC AND CORPORATE

By: \_\_\_\_\_  
Ronald Hopp, Executive Director

JEFFERSON COUNTY PUBLIC LIBRARY

By: \_\_\_\_\_  
Donna R. Walker, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurtis D. Behn  
Assistant County Attorney

EXHIBIT A – Holds Locker

\*Picture shows 7 sections, only 3 sections will be moved to the Ridge Center



EXHIBIT A – Vending machine – (To be wrapped when moved)



EXHIBIT B – Ridge Center Location of the locker/vending machine placement

