

BOARD MEETING

JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

August 20, 2020



Jefferson County
PUBLIC LIBRARY

APPROVAL OF AGENDA

AMENDED BOARD MEETING AGENDA

Jefferson County Public Library Board of Trustees

ITEM# / ACTION	Thursday, August 20, 2020 – 5:30 pm - <u>ONLINE MEETING VIA WEBEX</u>
1.	Call to order & attendance (4.5.8) Verbal roll call – Each Trustee announces their presence by stating their name.
2.	Pledge of Allegiance
3. Agenda Action	Approve Agenda as Amended Chair: Call for motion and second
4. Public Comment	Public Comment Public comments are currently being submitted to the Board via a link on the Board of Trustees webpage. Comments will be acknowledged in the minutes of the meeting.
5. CONSENT AGENDA Action	Approval of Consent Agenda as Amended 1. Trustees Adopt Governance Monitoring Reports 2.5 through 2.9 2. MidWest Tape Contract Renewal
6. Foundation Update	Foundation Update – Jo Schantz, Executive Director and Kim Johnson, Trustee Representative
7. Operational Updates Action as Needed	Executive Director Report 1. Executive Director Report Strategy, Engagement and Finance <u>Finance and Budget</u> 1. Financial Report (July) 2. Belmar Project Financial Report Public Services 1. Return to In-person Service Technology and Innovation 1. Standley Lake Sorter Amendment Call for motion and second
8. Action as Needed	Items Removed From Consent Agenda (4.3.4) The Board may address and/or vote on any items that were removed from the Consent Agenda
9. Action as Needed	Ends • No items
10. Action as Needed	Board Governance A. Trustees adopt Sunshine Resolution Call for motion and second B. Trustees adopt Governing Policy 4.3 Call for motion and second

AMENDED BOARD MEETING AGENDA

Jefferson County Public Library Board of Trustees

	<p>C. Trustees adopt Bylaws. Note: Adoption may be delayed due to Article XIII Amendments to these Bylaws shall be submitted to the Trustees at least 14 days prior to their proposed adoption.</p>
11. Emerging Issues Action as Needed	<ul style="list-style-type: none">Information about the Working Relationship with the Jefferson County Library Foundation
12. Suggest Agenda Items	<p>BOARD SCHEDULE – NEXT MEETINGS</p> <p>In response to COVID-19, protecting the health and safety of our staff, patrons and community is our number one priority. Board of Trustees meetings will be conducted online, until further notice.</p> <ul style="list-style-type: none">September 10, 2020 – Study Session – 5:30 pm – To be determined – Pam Nissler Conference Room at Library Administration or Online via WebExSeptember 17, 2020 – Board Meeting – 5:30 pm – To be determined – Belmar Library Meeting Room or Online via WebExOctober 8, 2020 – Study Session – 5:30 pm – To be determined – Pam Nissler Conference Room at Library Administration or Online via WebExOctober 15, 2020 – Board Meeting – 5:30 pm – To be determined – Lakewood Library Meeting Room or Online via WebExNovember 12, 2020 – Study Session – 5:30 pm – To be determined – Pam Nissler Conference Room at Library Administration or Online via WebExNovember 19, 2020 – Board Meeting – 5:30 pm – To be determined – Lakewood Library Meeting Room or Online via WebExDecember 10, 2020 – Board Meeting – 5:30 pm – To be determined – Lakewood Library Meeting Room or Online via WebEx. <p><u>CONFERENCES</u></p> <ul style="list-style-type: none">Colorado Association of Libraries 2020 Conference (CAL) – September 10-12, Loveland CO
13. EXECUTIVE SESSION Action	<p>EXECUTIVE SESSION:</p> <p>Call for Motion and Second:</p> <ul style="list-style-type: none">To adjourn the regular meeting of the Library Board of Trustees and reconvene in Executive Session pursuant to 24-6-402(4)(e)(I) for discussion of strategy and instructions to negotiators with respect to re-negotiating the Jefferson County Public Library's agreement with the Jefferson County Library Foundation.
14. Reconvene Regular Meeting Action as Needed	Executive Session Summary
15. Adjournment	

CONSENT AGENDA

TO: Library Board of Trustees

FROM: Charles Naumer, Chair and Donna Walker, Executive Director

DATE: August 17, 2020

RE: **AMENDED** Consent Agenda for the August 20, 2020 Board Meeting

1. Trustees Adopt Policy Governance Monitoring Reports 2.5 through 2.9
 - 2.5 Financial Planning, Budgeting
 - 2.6 Compensation and Benefits
 - 2.7 Emergency Executive Director Succession
 - 2.8 Board Awareness and Support
 - 2.9 Materials Selection

2. Library Board of Trustees authorize the Executive Director to sign a renewal of the contract with MidWest Tape within the approved budgeted amount.

FOUNDATION REPORT



JEFFERSON COUNTY LIBRARY FOUNDATION

EXECUTIVE DIRECTOR REPORT

AUGUST 2020 (July 17 – Aug. 20)

By Jo Schantz, MNM, CFRE, GPC

1. EVENTS AND ACTIVITIES



POP-UP USED BOOK SALE!

Thursday/Friday – August 20/21

9 a.m. to 6 p.m.

**On the Front Lawn at the Brass Armadillo
11301 W I-70 Frontage Rd N, Wheat Ridge, CO**



VIRTUAL EVENT RESCHEDULED

**JCLF is a beneficiary and special guest of
The Denver Post's
Pen & Podium Series
featuring Author *Min Jin Lee*
Monday, August 24, 7:30 p.m**

2. NEWS AND INFORMATION

I have been continuing to work with **CSU Extension in Jefferson County** regarding a potential JCPL/JCLF partnership for the **Family Leadership Training Institute (FLTI)**. **Donna Walker** and I have held virtual meetings with CSU Extension's Executive Director **Jacki Paone** and grant writer **Kim Massey** to further discuss this program.

On July 29, I visited the small **Park County Library and used book store in Fairplay**. I chatted with the librarian about the effects of COVID-19 on their small community, and the methods they are employing to promote access to their library, while also ensuring patron safety during this pandemic.

I participated in the **State Library Development Officers** virtual meeting held on Wednesday, August 19. One of my last virtual meetings (as a Board member for the **Jeffco Community Services Advisory Board**) was held on Tuesday, August 18. I was appointed to this Board by Jefferson County Commissioners, and I have served on the Board for the past 6 years. My second term will be completed this September.

The JCLF staff has spent many months researching possible locations for pop-up used book sales, and as potential replacement venues for our semi-annual Whale of a Used Book Sales. Since we remain uncertain as to the future of the **Jeffco Fairgrounds**, we are being pro-active in looking for alternate sites for book sales, as well as considering opening our own used bookstore in **Colorado Mills mall**. Unfortunately, we have had little success in finding new locations. Recently, I asked for my Board's help in this effort. Four Board members volunteered to be on this **Task Force – Ana Rojas-Artica, Deborah Deal, Jessica Nichols and Linda Lovin**. We held our first virtual meeting on Thursday, Aug. 13.

We are continuing on with plans for our fall **Whale of a Used Book Sale**, with many modifications due to COVID-19. We are extending hours of operation to three full days (9 a.m. to 5 p.m.) Oct. 15-17, and we are extending our Sunday hours, Oct. 18, from 10 a.m. to 4 p.m. This year, **Friends Preview Night** will be held on Wednesday, Oct. 14, from 4 to 8 p.m.

All shoppers must call us in advance or sign up online to reserve time to participate in this year's Whale Sale. Only 50-55 combined shoppers, staff and volunteers will be allowed in the exhibit halls at any one time. We will also be following all current state and county health and safety mandates during the sale, by providing hand sanitizers, and ensuring that everyone is wearing masks and practicing social distancing.

3. GRANTS AND SOLICITATIONS UPDATE

RECENT (JULY/AUGUST) GRANTS PENDING

- Schlessman Family Foundation -- \$15,000 to name Digital Media Studio at Belmar Library (LOI)
- BOK Foundation -- \$5,000 for 1000 BBK
- The Foundation at Rolling Hills -- \$5,000 JCLF general operating
- Jeffco Non-County Agencies and Programs (NCAP) -- \$25,000 general operating

GRANTS APPROVED/RECEIVED

- Theda & Tamblin Clark Smith Family Foundation -- \$5,000 for 1000 BBK
- Costco Charitable Giving -- \$200 for 1000 BBK (this amount was given in Costco gift cards)
- Jeffco CARES Fund -- \$10,000 (general operating support)

GRANTS DENIED

- John G. Duncan Charitable Trust -- \$5,000 for Explore Summer Reading
- Gates Family Foundation -- \$110,195 for Belmar's Outdoor Adventure Space (capital grant)
- IMA Foundation -- \$5,000 for 1000 BBK
- CH Cares (Colo. Humanities) -- \$15,000 for general operating support
- Rose Community Foundation -- \$50,000 general operating support (in response to COVID-19)

At JCLF, we continue to uphold health and safety protocols for social distancing, hand washing, temperature checks and wearing personal protective equipment (PPE).

We are now quarantining all donations from the public for 4 days, following updated public health directives.

Operational Updates

Executive Director Update



August 2020 EXECUTIVE DIRECTOR REPORT

3rd Quarter 2020 Focus:

1. **NEW** Staffing and Service COVID-19 Recovery Response
2. Budget and Project Planning and Execution
3. South County Community Engagement

Recovery Response:

In August, the Library is focusing on,

- Evaluation of Serving the Public in-person
- Plan and Prepare for Adjustments to services and service hours
- Patron and Staff Safety
- Staffing and Remote Work

Budget and Projects:

In August, the Library is focusing on,

- Planning documents posted to [public website](#)
 - 2020-2025 Strategic Plan Snapshot
 - 2019 Annual Report
 - 2020 Budget
- 2021 Budget presentation to BCC
- Staff celebration of mid-year accomplishments

South County Community Engagement:

In August, the Library is focusing on,

- Updating our Project Plan


Advocacy and Engagement Opportunities for Trustees:


Belmar Library – You can still be a part of the new Belmar Library or honor a loved one by donating at least \$100 to have their name acknowledged there. Check out our [news story](#) that includes a tour of the new library and donation information.

Colorado Association of Libraries Annual Conference [CALCON2020](#) - The Colorado Association of Libraries Annual Conference is Colorado's premier event for library staff from libraries of all types throughout the state. It is an online only conference. Dates are September 10-12, 2020.

JCPL SERVICE HIGHLIGHTS

Volunteers Remobilized – With new safety protocols in place, Library volunteers will now be helping with curbside services, home delivery, and other support activities.





PERSONALIZED ONLINE READER'S ADVISORY - Our **Just for You** service is a revamp of a previous service Your Next 5 Books. Patrons fill out an online form and staff respond with a list of 5 materials that meet their needs. In one month we had almost 200 requests – up from about 25 per month previously. A majority of patrons then asked for additional materials once they saw the great fit of the results. This list is then shared on Bibliocommons, to contribute to that online community.

Impact Statement: "You are wonderful!! My father, Ed, does not recognize any of the books, so he would like all of them! Thank you SO much."

Community Engagement – **Robyn Lupa**, Manager of Services to Kids & Families, and **Jennifer French**, Coordinator, will present to the Jefferson County Child Care Association to promote JCPL resources and 1000 Books Before Kindergarten in collaboration with their Let's Read Together program.

Professional Engagement - **Sandie Coutts**, Director of People and Culture, attending the Employers Council 2020 Employers Virtual Summit.

In the News - **Julianne Rist**, Director of Libraries, was interviewed by the Golden Transcript on [JCPL return to in-person services](#).

HIGHLIGHTS OF EXECUTIVE DIRECTOR COMMUNITY ACTIVITIES, August, 2020


Weekly or Monthly Briefings with:

- Jefferson County Elected/Appointed Officials
- Urban Libraries Council Executive Directors
- Colorado Public Library Directors
- Metro Area Public Library Directors
- Community Agency Partners

Review Library Board Appointment applications and submit recommendations.

Major Donor Engagement – Several months ago, **Trustee Bodnar** connected the Library with a potential opportunity for a major donor. I have engaged with this potential donor, using advice from **Jo Schantz**, Executive Director of Jefferson County Library Foundation, and **Rex Whisman**, JCPL Director of Strategy, Engagement and Finance.

Based on the Library Board Guidelines for Naming and Naming Recognition, I will be offering opportunities to this donor that include naming the second floor of the Arvada Library, naming an endowment, or creating a named restricted fund for funding alternative services in Arvada. She is interested in honoring her mother who lived in Arvada. I wanted to inform the Board of my activity in this area before I made these offers.



Operational Updates

Strategy, Engagement and Finance

memorandum

To: Donna Walker, Executive Director
From: Barbara Long, Assistant Director for Finance & Budget
Re: Finance Monthly Report
Date: July 17, 2020

Budget to Actual Tables July

The Budget to Actual Tables for July 2020 are attached. Total property tax received to date is close to the amount budgeted for the year.

Through the end of July, the Library received funding of \$80,469 from the Library Foundation. The Library Foundation also provided \$3,500 in prizes for the Epic STEM event and received a \$200 grant from Costco which was paid in gift cards, resulting in total support from the Foundation of \$84,349. In-kind support provided to the Foundation by the Library in 2020 through July is valued at \$42,533 (Ratio of 1.98:1).

Two larger capital projects, the Belmar library renovation and the Library Services Center garage are nearing completion, and final payments will likely be made within the next month or two. Savings from the delayed capital projects, South County library and Golden library are reflected in the last column of table 5, the projected variance to 2020 budget.

TABLE 1
JEFFERSON COUNTY PUBLIC LIBRARY
TOTAL FUND SUMMARY
2020 BUDGET TO ACTUAL

Sources and Uses of Funds	2019 Amended Budget	2019 Actual	2020 Amended Budget	YTD Actual 7/31/2020	\$ Variance 2020 Budget	Budget to Actual %
Sources of Funds	4.500		4.500			
Revenues						
Taxes						
Property Tax - Operating	\$ 40,428,530	\$ 39,752,904	\$ 44,134,625	\$ 44,056,236	\$ (78,389)	0%
Property Tax - Capital	1,949,693	1,927,979	2,165,680	2,073,483	(92,197)	-4%
Total Taxes	\$ 42,378,223	\$ 41,680,883	\$ 46,300,305	\$ 46,129,719	\$ (170,586)	0%
Federal & State Grants	\$ 130,000	\$ 128,084	\$ 128,000	\$ 161,962	\$ 33,962	27%
Fines & Fees	492,731	435,234	239,513	33,901	(205,612)	-86%
Other Revenue	495,000	1,412,272	572,640	601,804	29,164	5%
Total Other Revenues	\$ 1,117,731	\$ 1,975,590	\$ 940,153	\$ 797,667	\$ (142,486)	-15%
Sub Total Revenues	\$ 43,495,954	\$ 43,656,474	\$ 47,240,458	\$ 46,927,387	\$ (313,071)	-1%
Fund Balance Activity						
Transfer from FB - Capital Projects	3,248,054		8,311,685	-		NA
Transfer to/(from) Fund Balance	-	4,835,039	-	21,778,110		NA
Total Sources of Funds	\$ 46,744,008	\$ 38,821,435	\$ 55,552,143	\$ 25,149,277		
Uses of Funds						
Operating Expenditures						
Salaries & Employee Benefits						
Salaries	\$ 14,766,591	\$ 14,352,310	\$ 15,935,735	\$ 8,682,550	\$ (7,253,185)	-46%
Benefits	4,818,086	4,370,694	5,288,399	2,601,622	(2,686,777)	-51%
Total Salaries & Benefits	\$ 19,584,677	\$ 18,723,004	\$ 21,224,134	\$ 11,284,172	\$ (9,939,962)	-47%
Library Books & Materials	\$ 8,139,065	\$ 7,777,885	\$ 8,135,190	\$ 4,688,174	\$ (3,447,016)	-42%
Supplies	1,612,418	1,343,599	1,449,965	661,766	(788,199)	-54%
Vehicles	-	-	-	-	-	NA
Services & Charges	4,245,804	3,869,464	4,914,583	2,156,606	(2,757,977)	-56%
Internal Transactions /Cost Allocation	1,886,026	1,983,894	2,251,204	1,548,380	(702,824)	-31%
Total Operating Expenditures	\$ 35,467,990	\$ 33,697,846	\$ 37,975,076	\$ 20,339,098	\$ (17,635,978)	-46%
Financing & Debt Service	\$ 1,448,432	\$ 1,448,432	\$ 1,410,421	\$ 53,407	\$ (1,357,014)	-96%
Capital Projects	\$ 9,827,586	\$ 3,675,157	\$ 16,166,646	\$ 4,756,772	\$ (11,409,874)	-71%
Total Uses of Funds	\$ 46,744,008	\$ 38,821,435	\$ 55,552,143	\$ 25,149,277	\$ (30,402,866)	-55%

TABLE 2A
JEFFERSON COUNTY PUBLIC LIBRARY
FUND BALANCE SUMMARY
2020 BUDGET TO ACTUAL

	2019 Amended Budget	2019 Actual	2020 Amended Budget	YTD Actual 7/31/2020
Beginning Fund Balance	\$ 18,164,234	\$ 19,529,543	\$ 19,529,543	\$ 24,364,581
Revenues	\$ 41,546,261	\$ 41,728,495	\$ 45,074,778	\$ 44,853,903
Capital Funding	1,949,693	1,927,979	2,165,680	2,073,483
Total Revenues	\$ 43,495,954	\$ 43,656,474	\$ 47,240,458	\$ 46,927,387
Expenditures				
Operating Expenditures	\$ 35,467,990	\$ 33,697,846	\$ 37,975,076	\$ 20,339,098
Debt Service	1,448,432	1,448,432	1,410,421	53,407
Capital Projects	9,827,586	3,675,157	16,166,646	4,756,772
Total Expenditures	\$ 46,744,008	\$ 38,821,435	\$ 55,552,143	\$ 25,149,277
Increase/(Decrease) in Fund Balance	\$ (3,248,054)	\$ 4,835,038	\$ (8,311,685)	\$ 21,778,110
Ending Fund Balance	\$ 14,916,180	\$ 24,364,581	\$ 11,217,858	\$ 46,142,691
Committed to Capital Projects		\$ 5,897,205		
Reserve Fund Balance		\$ 18,467,376		

Reserve Fund Balance Policy Calculation

	2018 Budget	2019 Actual	2020 Amended Budget	2020 Actual
Year-End Reserve Fund Balance		\$ 18,467,376		
16% - Current Year Budgeted Revenues	\$ 6,959,353		\$ 7,558,473	
9% - Current Year Budgeted Revenues - Uncertainty	3,914,636		4,251,641	
Total Minimum F/B Reserve Requirements (FLOOR)	\$ 10,873,989		\$ 11,810,115	
50% of Current Year Budgeted Revenues	\$ 21,747,977		\$ 23,620,229	
Total Maximum F/B Reserve Requirements (CEILING)	\$ 21,747,977		\$ 23,620,229	
Above/(Below) Minimum (FLOOR)		\$ 7,593,388		
Above/(Below) Maximum (CEILING)		\$ (3,280,601)		

TABLE 3
JEFFERSON COUNTY PUBLIC LIBRARY
OPERATING EXPENDITURES
2020 BUDGET TO ACTUAL

Sources and Uses of Funds	2019 Amended Budget	2019 Actual	2020 Amended Budget	YTD Actual 7/31/2020	Projected Year-End 2020	Variance 2020 Budget
Sources of Funds						
Revenues						
Taxes						
Property Taxes	\$ 41,376,815	\$ 40,915,992	\$ 45,960,543	\$ 44,003,924	\$ 45,960,543	\$ -
Delinquent Taxes	105,503	81,612	48,032	52,286	48,032	-
Prior Year Cancellations	(80,608)	(223,412)	(385,353)		(385,353)	-
Urban Renewal	(996,510)	(1,068,555)	(1,509,624)		(1,509,624)	-
Penalties & Interest	23,330	47,267	21,027	26	21,027	-
Total Taxes	\$ 40,428,530	\$ 39,752,904	\$ 44,134,625	\$ 44,056,236	\$ 44,134,625	\$ -
Federal & State Grants	\$ 130,000	\$ 128,084	\$ 128,000	\$ 161,962	\$ 128,000	\$ -
Library Fines	365,000	309,575	107,950	11,077	40,000	(67,950)
Charges for Services	127,731	125,659	131,563	22,824	131,563	-
Investment Income	322,000	1,122,445	322,000	292,827	322,000	-
Library Foundation	85,000	177,817	160,000	80,469	160,000	-
E Rate Revenue	88,000	93,865	90,640	73,221	90,640	-
Other Revenue	-	18,145	-	7,847	7,847	7,847
Transfer				147,441	147,441	147,441
Total Revenues	\$ 41,546,261	\$ 41,728,495	\$ 45,074,778	\$ 44,853,903	\$ 45,162,116	\$ 87,338
Uses of Funds						
Operating Expenditures						
Salaries & Employee Benefits						
Salaries	\$ 13,872,155	\$ 12,442,452	\$ 15,093,111	\$ 7,839,510	\$ 15,093,111	\$ -
Awards & Bonuses	125,000	-	130,000		130,000	-
Termination Pay	-	78,196		153,770	-	-
Temporary Salaries	2,080,360	1,828,944	2,146,611	688,194	2,146,611	-
Overtime	7,130	2,719	5,130	1,076	5,130	-
Vacancy Savings	(1,318,054)		(1,439,117)		(1,439,117)	-
Benefits	4,818,086	4,370,694	5,288,399	2,601,622	5,288,399	-
Total Salaries & Benefits	\$ 19,584,677	\$ 18,723,004	\$ 21,224,134	\$ 11,284,172	\$ 21,224,134	\$ -
Library Books & Materials	\$ 6,768,000	\$ 6,578,114	\$ 6,691,154	\$ 3,401,468	\$ 6,691,154	\$ -
Library Computer Materials	1,173,185	1,077,497	1,285,686	1,120,394	1,285,686	-
Library Periodicals	197,880	122,274	158,350	166,312	166,312	7,962
Sub-Total Library Collections	8,139,065	7,777,885	8,135,190	4,688,174	8,143,152	7,962
Supplies	\$ 1,612,418	\$ 1,343,599	\$ 1,449,965	\$ 661,766	\$ 1,449,965	\$ -
Services & Charges	4,245,804	3,869,464	4,914,583	2,156,606	4,914,583	-
Vehicles	-	-	-		-	-
Direct Internal Charges	196,182	143,837	164,067	60,105	164,067	-
Indirect Cost Allocation	1,067,744	1,067,744	1,145,837	668,405	1,145,837	-
Intra County Transactions	622,100	772,313	941,300	819,871	941,300	-
Total Supplies and Other	\$ 7,744,248	\$ 7,196,956	\$ 8,615,752	\$ 4,366,753	\$ 8,615,752	\$ -
Total Operating	\$ 35,467,990	\$ 33,697,846	\$ 37,975,076	\$ 20,339,098	\$ 37,983,038	\$ 7,962

TABLE 4
JEFFERSON COUNTY PUBLIC LIBRARY
DEBT SERVICE DETAIL
2020 BUDGET TO ACTUAL

Sources and Uses of Funds	2019 Budget	2019 Actual	2020 Budget	YTD Actual 7/31/2020	Projected Year End 2020	Variance 2020 Budget
Debt Service						
Principal - Arvada (2005-2024)	\$ 539,667	\$ 539,667	\$ 552,073	\$ -	\$ 552,073	\$ -
Interest - Arvada (2005-2024)	82,192	82,192	69,294	34,647	69,294	-
Principal - Refunding Series 2013	608,264	608,264	608,265	-	608,265	-
Interest - Refunding Series 2013	61,695	61,695	31,303	15,088	31,303	-
Principal - COP - Capital Projects	142,143	142,143	142,143	-	142,143	-
Interest - COP - Capital Projects	14,472	14,472	7,343	3,672	7,343	-
Total Debt Service	\$ 1,448,432	\$ 1,448,432	\$ 1,410,421	\$ 53,407	\$ 1,410,421	\$ -

Arvada

Total Issue \$8,886,000
Term 2005-2024
Use - Arvada Library Facility

Build America Bonds

Total Issue \$6,293,000
Term 2011-2020
Use - Lakewood HVAC
Energy Conservation
Book Sorters
Library Service Center Remodel

Certificates of Participation (COP)

Total Issue \$995,000
Term 2014-2020
Use - Belmar Roof Replacement
Columbine HVAC
Columbine Parking Lot
Standley Lake Parking Lot

TABLE 5
JEFFERSON COUNTY PUBLIC LIBRARY
CAPITAL IMPROVEMENT PROJECTS
2020 BUDGET TO ACTUAL

Sources and Uses of Funds	2019 Amended Budget	2019 Actual	2020 Budget	2020 Amended Budget	YTD Actual 7/31/2020	Projected Year End 2020	Variance 2020 Budget
Sources of Funds							
Property Tax - Capital - 4.5%	\$ 1,949,693	\$ 1,927,979	\$ 2,165,680	\$ 2,165,680	\$ 2,073,483	\$ 2,165,680	\$ -
Transfer from FB - Capital Expenses	3,248,054		2,267,039	2,267,039		2,267,039	-
Total Sources of Funds	\$ 5,197,747	\$ 1,927,979	\$ 4,432,719	\$ 4,432,719	\$ 2,073,483	\$ 4,432,719	\$ -
Uses of Funds							
Annual Replacement & Maintenance Program (ARM) and Recurring Projects							
ARM-01 Capital Maintenance	\$ 329,559	\$ 238,497	\$ 250,000	\$ 307,000	\$ 101,993	\$ 307,000	\$ -
ARM-02 Furniture & Equipment	36,000	16,175	36,000	36,000	5,148	36,000	-
ARM-03 Computer Replacement Plan	250,000	200,868	180,000	180,000	120,972	180,000	-
ARM-04 Book Sorter Replacement	250,000	59,862	300,000	470,000	183,471	470,000	-
ARM-05 IT Infrastructure Replacement	200,000	128,989	370,000	370,000	119,841	370,000	-
Alternative Services	250,000	246,753	450,000	450,000	14,645	450,000	-
2016 Projects							
16-14 High Availability Internet Redundancy	\$ 72,000	\$ -	\$ -	\$ 41,000	\$ 33,108	\$ 41,000	\$ -
2017 Projects							
17-13 Standley Lake Outdoor Learning Env.	\$ 67,014	\$ 72,195	\$ -	\$ -	\$ -	\$ -	\$ -
2018 Projects							
18-05 Evergreen Parking Lot	\$ 172,000	\$ 175,008	\$ -	\$ -	\$ -	\$ -	\$ -
18-07 LSC Garage & Loading Dock Planning	169,531	46,948	-	122,583	112,634	122,583	-
18-08 Bookmobile Replacement	400,000	-	-	547,441	3,500	547,441	-
2019 Projects							
19-01 Standley Lake Clerestory Roof	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19-02 Document Management System	160,000	-	-	160,000	63,269	160,000	-
2020 Projects							
20-01 Arvada HVAC Upgrade	\$ -	\$ -	\$ 140,000	\$ 140,000	\$ -	140,000	\$ -
Multi-Year Construction Projects							
17-07 Edgewater Library	139,175	139,175	-	-	-	-	-
18-01 Belmar Library Remodel	6,947,307	2,344,785	-	4,602,522	3,971,135	4,602,522	-
19-03 South County Library	350,000	5,900	4,000,000	4,344,100	27,055	344,100	4,000,000
20-02 Golden Library	-	-	4,396,000	4,396,000	-	-	4,396,000
Total Capital Projects	\$ 9,827,586	\$ 3,675,157	\$ 10,122,000	\$ 16,166,646	\$ 4,756,772	\$ 7,770,646	\$ 8,396,000

TABLE 6
JEFFERSON COUNTY PUBLIC LIBRARY
CAPITAL IMPROVEMENT PROJECTS
2020 BUDGET TO ACTUAL

Project	2020 Amended Budget	YTD Actual 7/31/20	YTD Encumbrances 7/31/20	YTD Total Actual + Enc	Remaining Budget
ARM-01 Capital Maintenance	\$ 307,000	\$ 101,993	\$ 98,655	\$ 200,648	\$ 106,352
ARM-02 Furniture & Equipment	36,000	5,148	-	5,148	30,852
ARM-03 Computer Replacement Plan	180,000	120,972	704	121,676	58,324
ARM-04 Book Sorter Replacement	470,000	183,471	-	183,471	286,529
ARM-05 IT Infrastructure Replacement	370,000	119,841	-	119,841	250,159
Library Alternative Services	450,000	14,645	-	14,645	435,355
16-14 High Availability Internet Redundancy	41,000	33,108	-	33,108	7,892
18-07 LSC Garage & Loading Dock	122,583	112,634	21,202	133,836	(11,253)
18-08 Bookmobile Replacement	547,441	3,500	-	3,500	543,941
19-02 Document Management System	160,000	63,269	16,731	80,000	80,000
Multi-Year Projects Construction Projects					
18-01 Belmar Library Remodel	4,602,522	3,971,135	450,617	4,421,752	180,770
19-03 South County Library	4,344,100	27,055	62,294	89,349	4,254,751
20-01 Arvada HVAC Upgrade	140,000	-	-	-	140,000
20-02 Golden Library	4,396,000	-	-	-	4,396,000
Total Capital Projects	\$ 16,166,646	\$ 4,756,772	\$ 650,203	\$ 5,406,975	\$ 10,759,671

Belmar Library Renovation Project to Date - Budget to Actual

July 31, 2020

Project Description

JCPL is rennovating the Belmar Library to reflect new trends in library service, make better use of available space, increase safety for patrons and library staff and to update furnishings and fixtures. The Belmar Library first opened in 2000 and was last updated in 2007.

Project Budget

\$350,000 2018 Phase I Planning Budget

\$6,423,500 2019 Original Project Budget

\$270,000 2019 Additional funding, approved 7/25/19

\$7,043,500 Total Project Budget

2018 Timeline

\$350,000 2018 Budget

\$96,194 2018 Actual

\$253,806 Remaining 2018 Budget

2019 Timeline

\$6,423,500 Board of Trustee approved the 2019 Budget in December, 2018

\$253,806 Board of Trustees approved \$253,806 in project carryover at the Feb 14, 2019 Board Mtg.

\$270,000 Additional funding approved at the July 25, 2019 Board Meeting

\$6,947,306 2019 Project Budget

\$2,344,785 2019 Actual Expenses

\$4,602,521 Remaining 2019 Budget

2020 Timeline

\$4,602,522 2020 Budget

\$3,971,135 2020 Actual

\$631,387 Remaining 2020 Budget

Belmar Library Renovation Project
Project - Budget to Actual
Inception-to-Date
July 31, 2020

	Design & Engineering	Owner's Requirements (Rep)	Construction	Survey, Testing, Permits	FFE	Technology	Contingencies & Escalation	Total
Budget	\$ 750,985	\$ 220,000	\$ 4,648,200	\$ 40,000	\$ 738,000	\$ 375,174	\$ 271,141	\$ 7,043,500
Revised Budget	\$ 750,985	\$ 220,000	\$ 4,648,200	\$ 40,000	\$ 738,000	\$ 375,174	\$ 271,141	\$ 7,043,500
2018 Actual								
Nov		22,146						22,146
Dec	49,400	24,648						74,048
Total 2018	49,400	46,794	-	-	-	-	-	96,194
2019 Actual								
Jan								-
Feb	32,805	19,808						52,613
March								-
April	32,382	9,829						42,211
May	33,078	9,904		4,190				47,172
June								-
July	86,833	12,500		300				99,633
August	109,117	17,320	9,900					136,337
September	196,341	8,660	3,300	11,761		1,530		221,592
October	22,525	8,860			25,534	64,910		121,829
November		10,160	465,571		1,211	930		477,872
December	63,303	17,520	872,655	1,730	150,470	39,849		1,145,527
Total 2019	576,384	114,561	1,351,426	17,981	177,215	107,219	-	2,344,785
2020 Actual								
Jan	850		(48,666)		71,400			23,584
Feb		8,760	881,204	5,926	5,107	17,836		918,833
March	50,630	9,760	1,183,971		108,165	142,770		1,495,296
April	13,900	13,760	792,159		54,289	453		874,561
May			237,798		30,624			268,422
June	29,483	14,400	235,853	2,150	90,885	2,960		375,731
July					14,709			14,709
Total 2020	94,863	46,680	3,282,319	8,076	375,178	164,019	-	3,971,135
Total Expenditures	720,647	208,034	4,633,745	26,057	552,393	271,239	-	6,412,114
Remaining Budget	\$ 30,338	\$ 11,966	\$ 14,455	\$ 13,943	\$ 185,607	\$ 103,935	\$ 271,141	\$ 631,386

Operational Updates

Public Services

MEMORANDUM

TO: Donna Walker, Executive Director

FROM: Julianne Rist, Director of Libraries

RE: Gradual Return to In-Person Services – what we have learned so far

DATE: August 11, 2020

Summary

At the June & July meetings the Library Board of Trustees heard about the vision and purpose of Jefferson County Public Library's return to in-person services. During the last 2 months JCPL has created and implemented a new agile process for providing services. We have piloted new services and within a week of offering the service, we began the evaluation and modification of these new services. Our strategy has remained constant despite the changing conditions. We will 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. We will adhere to, and follow, current orders and guidelines from governing authorities. At this time I would like to highlight the use of the library, and feedback we have received from our patrons.

Library use March 15 – August 2

Use of virtual and digital library services has remained high throughout this time. In fact we have already had over 1,000,000 circs for digital items this year. In 2019 it took until the fourth quarter to reach that milestone. We continue to increase the number of our virtual and remote programs. The largest attendance numbers continue to be views of recorded programs such as story times. JCPL has offered 399 programs from March 15 through August 2 and 10,876 people have either attended live, or watched a recorded version.

For our in-person services, we can see the impact of being able to invite the public into our buildings. Our first location opened on July 13 and our eighth location opened July 29. In those 18 days, we have already seen 16,107 patrons and circulated 78,996 items. Curbside also continues to remain in demand. We have served 52,421 patrons and circulated 197,995 items via curbside service from May 16 through July 31.

Customer Use Survey

On June 23 we sent our first customer use survey out. The surveys allow us to gather quantitative and qualitative feedback. They are sent to 5% of patrons who have used the library in the past 90 days and specifically ask about current services. Five surveys have been sent to a total of 13,613 patrons and we have a response rate of 21% for completed surveys. The surveys are offered in both English and Spanish.

Quantitative

MEMORANDUM

- Overall 70% of those surveyed are very satisfied or satisfied with services provided during the Pandemic.
- Access to books and materials is the number one need identified.
- 48% of people who responded had used curbside services and 85% were satisfied with the service.
- When the library was only providing curbside services the number one answer to the question “Is there anything else we can be doing to serve you right now?” was to open the library.
- 4 survey responses were received in Spanish.

Qualitative Patron Comments

- Thanks for doing curbside pickup! We really miss the library but understand the barriers to fully opening. Appreciate all the emails about what is going on at the library
- We're in this together and a valuable community service is continuing. Thanks!
- You are doing a fantastic job and I am very pleased with the way you have made the best of an unimaginable situation.

Desired Outcomes and Results

Jefferson County Public Library has created new ways to work effectively and provide services remotely, digitally and in-person during these challenging and uncertain times. We have collaborated to ensure the well-being of our staff and community. Nine days after JCPL received notification that we could begin to provide curbsides services, we piloted these services at Standley Lake. We have also expanded or offered new services weekly such as curbside printing, grab and go bundles and summer reading prizes. Two months after offering curbside services we piloted walk in services such as computers, and browsing. At the same time we have implemented an evaluation and feedback process to modify how we provide access to library resources. We are regularly adjusting our plans in response to changing conditions and are developing new approaches to meet the current needs of our community. We are currently planning how to modify our services and hours this fall to best support students, parents and other residents in our community.

Technology and Innovation

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



jeffcolibrary.org

TO: Donna Walker, Executive Director

FROM: Bernadette Berger, Director of Technology and Innovation

DATE: August 3, 2020

RE: Contract Amendment for Automated Materials Handling System

History of Contract: Automated Materials Handling System

Jefferson County Public Library has a need to provide an available and reliable Automated Materials Handling System (Book Sorter), which both patrons and staff use daily. Jefferson County Public Libraries strives to make the patron experience positive and easy by providing a "Drop and Go" induction service either via the internal book drop portal or via an external drive-up or walk-up book drop portal. The specific goal of the system is to provide the patron convenience of an available and reliable "Drop and Go" system.

An RFP was issued on May 29, 2019, for an Automated Materials Handling System (AMH). RFID Library Solutions, Inc. was selected for the current contract during the July 2019, Board Meeting. The current contract included the Belmar AMH with the option to purchase additional AMH systems through 2022. RFID has installed "Drop and Go" sorters at the Lakewood and Belmar libraries. Both of these sorters are functioning well and meeting JCPL's requirements. At this time, we recommend that we amend the current contract to include the purchase and installation of an AMH for the patrons and staff at the Standley Lake location.

The projected start date would be November 6, 2020.

Budget:

The budget for the contract is less than the 2020 budget of \$300,000 for ARM-04, Book Sorter Replacement.

Action Requested:

We recommend an amendment to the existing RFID Library Solutions, Inc. contract to complete the Standley Lake AMH replacement project. We are asking the Library Board of Trustees to authorize the Executive Director to sign a contract amendment with the recommended vendor in the amount of \$258,275.

Board Governance

MEMORANDUM



TO: Donna Walker, Executive Director
FROM: Amber Fisher, Executive Assistant
RE: Evaluation and recommendations for proposed amendments to Sunshine Resolution
DATE: August 18, 2020

SUNSHINE RESOLUTION

The Sunshine Resolution is required by law. It is the Board's acknowledgement of that statute and its statement of compliance. It is required annually and should not include any extemporaneous information that is outside of that specific statute. For example, posting paper notices is not a legal requirement within the statute and should not be included in the resolution. If the buildings were closed again, posting paper notices could not be implemented and the Library would not be in compliance with this legally binding resolution.

RECOMMENDATION FOR SUNSHINE RESOLUTION: The resolution as proposed and presented at the August 13, 2020 Special Board meeting may be brought to the Board for adoption at the August 20, 2020 Regular Board meeting.

Attachment: Resolution LB 08-20-20

PROPOSED FOR ADOPTION AT
August 20, 2020 LIBRARY BOARD MEETING

BEFORE THE BOARD OF TRUSTEES
OF THE JEFFERSON COUNTY PUBLIC LIBRARY
RESOLUTION NO.: **LB 08-20-20**

WHEREAS, effective June 1, 1991, the Board of Trustees of the Jefferson County Public Library is subject to the provisions of Senate Bill 91-33 (the "Colorado Sunshine Act"); and

~~**WHEREAS**, pursuant to Section 24-6-402(2) (c), the Board is required to give notice of meetings, which notice must be posted in a designated public place within the boundaries of the local body no less than twenty-four (24) hours prior to the meeting;~~

WHEREAS, HB19-1087 was approved by the Governor on April 25, 2019 with an effective date of August 2, 2019. A local public body shall be deemed to have given full and timely notice of a public meeting if the local public body posts the notice, with specific agenda information if available no less than twenty-four hours prior to the holding of the meeting on a public website of the local public body.
and

WHEREAS, the public place in which such notice will be posted must be designated annually.

WHEREAS, the notice must include specific agenda information where possible.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Jefferson County Public Library hereby designates ~~a public bulletin board in each branch of the Jefferson County Public Library~~ **the public website jeffcolibrary.org** as the location where notice and agenda information for public meetings of the Board of Trustees of the Jefferson County Public Library will be posted.

Date: **August 20, 2020**

MEMORANDUM

TO: Library Board of Trustees

FROM: Donna Walker, Executive Director

RE: Recommendation for proposed amendments to Governing Policy 4.3

DATE: August 18, 2020

In response to discussion at the August 13, 2020 Special Meeting, amendments to Board Governing Policy 4.3 are noted below.

POLICY 4.3 – GOVERNANCE PROCESS – AGENDA PLANNING

- Item: Posting paper notices. This item has been added in 4.3.3B
- Item: Statement recognizing the value of in-person meetings. The statement for Board consideration is proposed in 4.3.3C
- Item: Public Submittal of Presentation Materials/Handouts
 - Where to submit – Proposed in 4.3.7E
The email address noted is monitored by staff within the Executive Directors' office. The physical address is now included to provide an additional avenue for submitting presentation materials/handouts.
 - At the discretion of the Chair
Policy 4.4.2A: The Chair is empowered to preside at Library Board meetings with all of the commonly accepted power of that position, such as ruling and recognizing. It would not be best practice to erode a fair accountability process in a fragmentary fashion by removing the chair's ability to preside at meetings. There are avenues to address the conduct of any Trustee.
 - More generalized time allowance to submit for a special meeting that may be called with little notice is proposed in 4.3.7E

RECOMMENDATION FOR POLICY 4.3: The amendments to Policy 4.3 be presented to the Board for consideration and potential adoption at the August 20, 2020 Library Board meeting.

Attachment: Policy 4.3

POLICY TYPE: GOVERNANCE PROCESS
POLICY TITLE: *AGENDA PLANNING*

POLICY 4.3

The Library Board will prepare and follow an annual agenda plan which (1) completes a re-exploration of Ends policies annually and (2) continually improves its performance through Library Board education, enriched input and deliberation.

Accordingly:

1. The Library Board's annual planning cycle will conclude each year on the last day of December so that administrative planning and budgeting can be based on accomplishing a one-year segment of the Board's most recent statement of long-term Ends.
2. The cycle will start in January with the Library Board's development of its agenda for the next year.
 - A. The Library Board will identify its priorities for Ends and other issues to be resolved in the coming year, and will identify the areas of education and input needed to increase the level of wisdom and forethought it can give to subsequent choices.
 - B. The Chair will, at the commencement of the Board's annual planning cycle, prepare for the Library Board's consideration a tentative agenda plan for the following year's meetings.
3. The Chair will determine the agenda for any particular meeting, although Library Board members may request or recommend any appropriate matters for Board consideration.
 - A. A Library Board member may recommend or request a matter for Library Board discussion by submitting the item to the Chair at least ten (10) days prior to the scheduled Board meeting.
 - B. The meeting *notice*, agenda and packet are to be received by Library Board members at least five (5) days prior to the scheduled Board meeting. *In the event a meeting is called with less than 5 days' notice, the meeting information will be provided to the Board as soon as is possible. Paper meeting notices will be posted in all locations open to the public whenever possible.***
 - C. The Library Board recognizes the value of in-person meetings. In-person meetings of the Library Board will be the norm except in extraordinary circumstances as determined by the Board Chair.**
 - D. By an affirmative vote of a majority of those present at a meeting, additional matters may be added to the agenda of any Library Board meeting.

4. The Library Board will attend to Consent Agenda items (those items delegated to the Executive Director yet required by law or contract to be Board-approved) as expeditiously as possible.
 - A. Removal of an item from consent agenda requires a motion and a second.
5. Other than Library Board review/approval of monitoring reports, monitoring and evaluation of Executive Director activities and performance will be included on the agenda only if monitoring reports or other data indicate policy violations, if policy criteria are to be debated or if the Library Board, for any reason, chooses to amend its monitoring schedule.
6. Executive Director remuneration will be decided during the month of the employment anniversary date after a review of monitoring reports received during the last year.
7. **The Board recognizes the value of Public Participation/Public Comment. Rules of order and procedure for public comment at Board meetings.**
 - A. There will be an agenda item at each Regular board meeting for the public to address the Library Board. Public comment is not included at Library Board Study Sessions.
 - B. Those who would like to address the Library Board must sign on the form provided at the door or submit the online public comment form. Those who failed to sign up or submit the online form, or arrived late, may, at the discretion of the Chair, be allowed to address the Library Board. The online public comment form is available 24/7 on the public website.
 - C. Speaking time is limited to three minutes per person to ensure the most effective conduct of the meeting. Additional time may be allowed at the discretion of the Chair.
 - D. Groups may use pooling of time to add to the length of their comment period. To pool time to be granted up to ten minutes, a speaker must present the names of at least three individuals who are present in person or online in the audience and who wish to yield their three minutes.
 - E. Presentation and/or handout materials must be submitted to the Library Executive Director's Office (ExecutiveDirector@jeffcolibrary.org) or delivered to Library Administration, 10200 W. 20th Avenue, Lakewood, CO in advance of the meeting in order to allow time for pre-screening. Those who failed to submit presentation and/or handout materials in advance may, at the discretion of the Chair, be allowed to provide those materials to the Library Board.
 - F. The opportunity to address the Library Board does not include a question and answer session or response. If questions are submitted in writing a response may be provided, in writing, at the Board's discretion.

G. Public participation/comment will be governed by relevant statutes, the Library Board Bylaws and Governing Policies.

MEMORANDUM

TO: Library Board of Trustees
FROM: On Behalf of the Bylaws Committee
RE: Evaluation and recommendations for proposed amendments to Bylaws
DATE: August 17, 2020

On behalf of the Bylaws Committee, an evaluation of the Board's input from the August 13, 2020 Special meeting was completed. It may be helpful to understand the criteria used for the evaluation.

BEST PRACTICES - BYLAWS

- Bylaws reflect what the board is empowered and required to do "by law".
- They should be broad in nature and not include specific non regulatory details that are subject to change with specific circumstance.
- Bylaws are becoming more technology neutral, allowing organizations to more easily adopt new means for conducting business without the need to amend the bylaws.
- Bylaws are forward-looking, so that changes or amendments are not unnecessarily restrictive on future activities.
- Bylaws support and advance the organization's ability to achieve its mission and respond effectively to its environment.
- Bylaws are consistent with all sections of the document and with other governance documents.

BOARD BYLAWS – ARTICLE II – SECTION 1. MEETINGS – REGULAR MEETINGS

Review of suggestions made by the Board at the August 13, 2020 meeting for Article VII – Section 1. Meetings – Regular Meetings were determined to be more appropriate for policies than Bylaws. However, there seemed to be a need for additional clarity between regular and special meetings.

- Item: Online meetings – the Open Meetings Law (Sunshine Law) allows for online meetings. This amendment is an acknowledgement of that legal empowerment and reflects the Board's legal ability to hold meetings online.
- Item: Clarity on Regular and Special Meetings. It is important to allow for adaptability by virtue of broad provisions and not include specific non regulatory or otherwise prohibitive details.

Recommendation: The amendments to the Bylaws to address the Board's suggestions and comments are proposed below. Amendments to Bylaws are required to be submitted to trustees at least 14 days prior to their proposed adoption, so action on these changes will be delayed until September, 2020.

MEMORANDUM

LIBRARY BOARD BYLAWS – SECTION 1. REGULAR MEETINGS	
Adopted Bylaws	Proposed Bylaws
<p>ARTICLE VII: MEETINGS</p> <p><u>Section 1. Regular Meetings.</u> Regular meetings of the Library Board shall be held at least once a month at a place within Jefferson County selected at least two weeks in advance by the Library Board. Meeting notices and agendas will be posted in all libraries. The date, time and place of any regular or special meeting of the Library Board may be set or changed by a majority vote of attending Trustees at a regular meeting.</p>	<p>ARTICLE VII: MEETINGS</p> <p><u>Section 1. Regular Meetings.</u> Regular meetings of the Library Board shall be held at least once a month online and/or at a place within Jefferson County. selected at least two weeks in advance by the Library Board. The Library Board establishes its schedule of Regular meetings annually. The Regular meeting schedule, meeting notices and agendas will be posted in all libraries on the Library's public website. The date, time and place of any Regular or special meeting of the Library Board may be set or changed by a majority vote of attending Trustees at a Regular meeting.</p>
LIBRARY BOARD BYLAWS – SECTION 2. SPECIAL MEETINGS	
Adopted Bylaws	Proposed Bylaws
<p>ARTICLE VII: MEETINGS</p> <p><u>Section 2. Special Meetings.</u> The Chair, or any three (3) Trustees, may call a special meeting of the Library Board at any time with 24 hours prior notice to all Trustees and with adequate advance notice to allow for the public posting of the meeting notice in compliance with CRS 24-6-402(2)(c) full and timely notice to the public.</p>	<p>ARTICLE VII: MEETINGS</p> <p><u>Section 2. Special Meetings.</u> The Chair, or any three (3) Trustees, may call a Special meeting of the Library Board at any time with no less than 24 hours notice to all Trustees and with adequate advance notice to allow for the public posting of the meeting notice in compliance with CRS 24-6-402(2)(c) full and timely notice to the public. The date, time and place of any Special-meeting of the Library Board may be set or changed by a majority vote of attending Trustees at a Regular meeting. The Library Board may cancel a Special meeting if no pressing issues warrant a meeting, or in the event of an unforeseen circumstance.</p>

MEMORANDUM

LIBRARY BOARD BYLAWS – SECTION 6. Public Participation	
Adopted Bylaws	Proposed Bylaws
<p>ARTICLE VII: MEETINGS</p> <p><u>Section 6. Public Participation.</u> In addition, there will be an agenda item at each Library Board meeting for the public to address the Library Board. Those wanting to address the Library Board must sign on the form provided at the door. Those who failed to sign up, or arrived late, may, at the discretion of the Chair, be allowed to address the Library Board. Speaking time may be limited with the consent of the Library Trustees, to ensure the most effective conduct of the meeting. The opportunity to address the Library Board does not include a question and answer session or response. Additionally, the Library Board does not respond to anonymous questions or comments. If questions are submitted in writing a response may be provided, in writing, at the Board's discretion.</p>	<p>ARTICLE VII: MEETINGS</p> <p><u>Section 6. Public Participation.</u> In addition, there will be an agenda item at each Regular Library Board meeting for the public to address the Library Board. Those wanting to address the Library Board must sign on the form provided at the door meeting. Those who failed to sign up, or arrived late, may, at the discretion of the Chair, be allowed to address the Library Board. Speaking time may be limited with the consent of the Library Trustees, to ensure the most effective conduct of the meeting. The opportunity to address the Library Board does not include a question and answer session or response. Additionally, the Library Board does not respond to anonymous questions or comments. If questions are submitted in writing a response may be provided, in writing, at the Board's discretion. For Special meetings, an agenda item for the public to address the Library Board may be included when appropriate or required. Participation/Public Comment at Regular or Special meetings will be governed by relevant statutes, these Bylaws and the Library Board's Governing Policies.</p>

Emerging Issues

MEMORANDUM

TO: Library Board of Trustees

FROM: Donna Walker, Executive Director

RE: Emerging Issue: Information about the Working Relationship with Jefferson County Library Foundation (JCLF)

DATE: 8/13/2020

Recent events combined to create an emerging issue for Board attention:

- Discussion of the calculation of JCLF Support and Return on Investment (ROI) at the July 16, 2020 Library Board meeting
- JCLF consideration to increase their expenses to start a Used Book Store in the Colorado Mills Mall
- Expiration of the Memorandum of Understanding (MOU) between JCPL and JCLF.

My recommendation for a path forward:

- Library Board of Trustees become informed about the nature and history of the Library's relationship with the Foundation
- Library Board of Trustees direct the Executive Director to create and execute a strategic project plan, to include the deliverable of a new agreement, in collaboration with JCLF

History

The Jefferson County Library Foundation (JCLF) was established in 1965 to offer financial support and advocacy to the Jefferson County Public Library. It is a separate entity from the Library, a 501c-3. The relationship has taken many forms over these more than fifty years. Currently, we are operating under an expired Memorandum of Understanding (MOU). A visual diagram depicting the formal relationship is attached to support trustee understanding.

Concerted effort has been made by both entities over the past several years to maintain and improve our working relationship.

Financial Return and Reporting

Since 2010, the Library has monitored the financial stability of JCLF in some form or another. In 2017 "stakeholder meetings" were established as a collaboration between the two Boards to research and discuss JCLF finances, used book sales, fundraising, and volunteers.

In late 2017, the Library was informed of a new financial ruling (GASB80) that created questions from Jefferson County whether JCLF needed to be considered as a component unit of JCPL. This ruling and these questions created a situation where JCPL monitoring of JCLF financials became more critical as the ruling could potentially require that JCLF's financial statements be blended with those of the Library. As a result, in 2018 a more in-depth audit of the JCLF financial position and return on investment (ROI) was conducted. This audit, in turn, led to the creation of a "working group" between the two Boards. The primary issues were measuring ROI and updating our MOU, as well as improving relations.

MEMORANDUM

The subject of JCLF contributions to JCPL and how to measure the return represented by these contributions on JCPL's investment in space rental and other services for JCLF has been a topic of discussion over time. Starting in September 2018 JCPL began including information on the amount of JCLF contributions year to date compared with JCPL's in-kind contribution to JCLF in our monthly financial reports. JCPL financial reporting does not describe this information as a return on investment; it states the amounts and their ratio.

Measuring cash and other direct contributions from JCLF to JCPL in comparison with JCPL's expenses for JCLF ties to JCPL's financial statements. This measure is similar to information that the IRS requires on schedule R of the 990 tax form, Transactions with Related Organizations, listing the total of cash provided to JCPL and the value of in-kind services from JCPL.

In contrast, JCLF has stated that the total cost of operations is a contribution to JCPL. This measure does not include elements of productivity; higher costs automatically equate to a greater contribution regardless of the amount of financial support provided.

Endowment

JCLF holds and manages three endowments for the benefit of JCPL. According to information provided in the 2019 JCLF audit there was a Challenge Grant in 2004 to establish an endowment fund to be held in perpetuity. The Challenge grant expired in 2005. The exact amount of the endowment that is restricted can be provided by either the Foundation or Community First Foundation on request.

June 2019 JCLF financials list the three current endowments they hold for the Library: JC Graham Endowment (about \$14k), Community First Foundation (about \$530k) and Rose Community Foundation (\$15k). JCLF [Articles of Incorporation](#) state the limits on JCLF use of endowment and other restrictions on distributions.

Fundraising

Based on its recording of activities and financial giving in its financial statements, JCLF fundraising activities consist of taking in general contributions, a year-end appeal and Library Giving Day, corporate sponsorships, and naming sponsorships. In addition, JCLF pursues grants and has various donor development activities.

Impacts from COVID-19 and the Gallagher Amendment have brought new financial pressures to our Jeffco taxpayers and delayed JCPL large capital projects. Investigating new approaches to fundraising has been suggested by JCPL to JCLF.

Revenue

JCLF annual budget shows their revenue stream comes primarily from sale of used books through various venues like the Whale Sales, in-library book sales, online and other pop-up events. The Library provides the Foundation deaccessioned materials without charge or in-kind calculation. According to our MOU, the Foundation pays the library "not less than 10% of the

MEMORANDUM

proceeds of their book sales annually.” The 2020 JCLF budget shows a projected revenue of \$300,000 from book sales. JCLF also earns revenues from its investment of the Endowment and other smaller revenue sources.

Advocacy

JCPL leadership recognizes the important role JCLF plays in advocating for the Library. JCLF volunteers and staff support the library in our community in many ways including public presentations and Friends’ activities.

In 2015, JCLF contributed to the Library’s mill levy campaign and advocated for that important victory for sustainable Library funding.

Memo of Understanding

Per our MOU and JCLF by-laws, the Library Executive Director and one member of the Library Board of Trustees sit on the JCLF Board of Directors. Both attend meetings; neither member is currently a voting member. The question of how other libraries operate in partnership with their Foundations is of interest. Our preliminary research shows that there are as many different ways to approach these relationships as there are libraries. If directed to pursue creating and executing on a strategic project, the Library will categorize the data we’ve found to provide a useful summary in the future.

JCPL and JCLF revised our MOU in October 2016 for a three year term. Signatures were not gathered until February 2017. Attempts by the JCPL/JCLF “working group” to create updated terms for an MOU were not successful. Technically, our agreement has expired. JCPL legal counsel advised that if both parties are operating as if the agreement is still in effect, it is ok to do that, but not for too long. He suggested an amendment or email informal agreement which neither party pursued. He states that “...technically, no agreement is necessary. The Foundation can simply act for the benefit of the Library of its own accord.”

Conclusion:

The partnership between JCPL and JCLF is important and valued. Collaboration on a win-win approach to this relationship for the future is feasible and desirable.

Further, negative impacts of the Gallagher Amendment on future library revenues calls for creativity, flexibility, excellence and innovation in order for JCPL to meet its strategic priority to grow sustainably in a variety of economic conditions. Spending time and effort now to investigate new opportunities for expanded funding sources for the JCPL capital plan would be to the benefit of Jeffco residents in the short and long term.

Enclosures: JCPL/JCLF Diagram of Relationship, 2017 Signed Memorandum of Understanding



Jefferson County
PUBLIC LIBRARY

Mission: Jefferson County Public Library helps to build an educated and vibrant community by providing equal access to information and opportunities.

Board of Trustees

Appointed by Commissioners

Jeffco Residents

Bylaws and Policy Governance

State Statute

Board of Directors

Elected by Board

Donors and Partners

Bylaws and Articles of Incorporation

501 C 3

JCPL Trustee Liaison and Executive Director

Achieve Results for the Ownership (taxpayers)

Fiduciary Responsibility

- Custody of all library property
- Submit annual budget

Policy Governance

- Ends
- Management Limitations
- Governance Process
- Management Delegation

Organizational Performance

- Strategic Planning

Planning and Advocacy

- Annual Report
- Annual Spending Plan
- Capital Project Plans
- Affect legislation and public policy, as deemed necessary



SUPPORT THE POSSIBILITIES

Jefferson County Library Foundation's mission is to support and enrich the capabilities, resources and services of the Jefferson County Public Library through fundraising and advocacy efforts that benefit our diverse community.

Activities for the Benefit of the Library

Fundraising

- General Contributions
- Grant Writing
- Sponsorships
- Donor Cultivation

Book Sales

- Sell JCPL Used Books
- Sell Donated Used Books

Endowment

- Hold
- Manage

Advocacy

- Community Presentations
- Public Policy
- Friends

Volunteers

Community First Foundation

Rose Community Foundation

JC Graham

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated for reference purposes only this 28th day of October, 2016, is made and entered into by and between the JEFFERSON COUNTY PUBLIC LIBRARY (the "Library"), an entity formed pursuant to Colorado Revised Statutes Section 24-90-101, et seq., and THE JEFFERSON COUNTY LIBRARY FOUNDATION, INC, a Colorado nonprofit corporation (the "Foundation"), collectively, the "Parties."

RECITALS:

A. The Foundation was organized and incorporated exclusively for charitable and educational purposes as set forth in § 501(c)(3) of the Internal Revenue Code to aid, assist, and support financially and otherwise the Library, and to carry on any lawful activities calculated, directly or indirectly, to promote the interests of the Foundation and of the Library.

B. The Foundation and the Library previously entered into an agreement titled "Operational Agreement between the Jefferson County Public Library Foundation and Jefferson County Public Library Adopted September, 2015" (the "Operational Agreement").

C. The Foundation and the Library wish to terminate the Operational Agreement dated September, 2015 and all previous agreements, and enter into this Agreement regarding the services to be provided by the Foundation to the Library.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Library and the Foundation agree as follows:

1. **TERMINATION OF OPERATIONAL AGREEMENT.** The Operational Agreement is terminated and replaced by this Agreement upon execution of this Agreement by the Parties.

2. **AGREEMENT DOCUMENTS.** The "Agreement Documents" shall consist of this Agreement and Foundation Insurance Information, all of which are incorporated herein by this reference whether or not attached hereto. If there is any conflict between this Agreement and the other Agreement Documents, this Agreement shall control.

3. **RELATIONSHIP.**

(a) The Jefferson County Library Foundation is under the direction of the Jefferson County Library Foundation Board of Directors and is independent of the Jefferson County Public Library. The organization's mission is to support and enrich the capabilities, resources and services of the Jefferson County Public Library through fundraising and advocacy efforts.

(b) The Foundation Board is responsible for operation of the Foundation. Employees of the Foundation are not employees of the Library. The Foundation is an independent organization and is not an agent, servant or employee of the Library. The Foundation and its employees are not entitled to workers' compensation benefits through the

Library. The Foundation is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Foundation and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Library. The Foundation hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

(c) A member of the Board of Trustees of the Library shall be a member of the Board of Directors of the Foundation. The Library Executive Director shall also be a member.

(d) The Executive Director of the Library and the Executive Director of the Foundation and their staff shall meet regularly to review issues of fundraising, sponsorship, gift acceptance, public relations and other matters of mutual interest.

(e) Foundation staff and Foundation Board Members may attend Library staff training.

4. **BUDGET AND ACCOUNTING.**

(a) The Foundation and the Library shall meet annually to review the funds available from the Foundation to support Library programs. The Library will provide the Foundation with its request for funding for Library programs including descriptions of the programs for which support is requested.

(b) Amounts approved by the Foundation shall be provided to the Library Fund on a monthly basis for use for the purposes approved by the Foundation. The Foundation may use its funds for any purpose allowed by law consistent with its 501(c) (3) designation. No substantial part of the Foundations' activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, except as allowed in Section 501 (h) of the Internal Revenue Code. The Foundation shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office. No funds derived from sales of discarded library books will be used for any political propaganda, political campaigns or any efforts to influence legislation. Any funds assigned for these purposes will be derived solely from unrestricted earned income and/or donations, and will be used and disseminated only as allowable by the Foundation's 501 (h) designation.

(c) The Foundation shall assure that all gifts of funds received by the Foundation designated for specific Library purposes are designated appropriately.

5. **FUNDRAISING.**

(a) The Foundation's purpose is to assist the Library by raising funds from multiple sources for the benefit of the Library, including solicitation and receipt of private gifts, annual giving contributions, deferred gifts, devises and bequests, corporate gifts and foundation grants, and proceeds of the sales of books and materials.

- (b) The Library shall provide to the Foundation all books and materials that the Library determines pursuant to its policy are no longer of use to the Library. The Foundation shall dispose of all books and materials provided to the Foundation by means calculated to best assist the mission of the Library as determined at the discretion of the Foundation. The Foundation may receive materials and sort them within Library facilities, and with the approval of the Library, may use Library staff to sell them in the Library facilities. The Foundation shall pay the Library not less than 10% of the proceeds of their book sales, annually.
- (c) All donations of cash or cash-equivalents to the Library shall be the property of the Library.
- (d) Donations of cash or cash equivalents to the Foundation shall be the property of the Foundation available for authorized uses, and the Foundation shall provide acknowledgment of all cash gifts received, but shall not establish a value of non-cash items.
6. **ASSET MANAGEMENT.** The Jefferson County Library Foundation may assess a percentage fee on the market value of all donated funds and investments managed by the Foundation only if such management requires significant staff administration and oversight (more than five hours per month). The assessed fee will not exceed 2% per year of the market value of the managed assets.
7. **ADVERTISING/SEAL/LOGOTYPE.** To facilitate the mission of the Foundation to assist the Library, the Foundation may use the name of the Library and any logotypes of the Library in its advertising, fundraising and promotional efforts with Library approval.
8. **AMENDMENT.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, in this Agreement may not be modified or amended except by written agreement of the parties.
9. **AUTHORIZED REPRESENTATIVES.** The Library Board of Trustees designates the Library Executive Director as the "Library Representative" under this Agreement. The Foundation Board designates the Foundation Executive Director as the "Foundation Representative" under this Agreement. The Library and the Foundation may change their respective representatives at any time by giving written notice to the other.
10. **TERM, PERIOD OF PERFORMANCE.** This Agreement shall be reviewed annually each April and renewed every three years until terminated as provided in this Agreement.
11. **TERMINATION.** Either party has the right to terminate this Agreement, in whole or in part, with or without cause by 60 days written notice to the other. In the event of termination, by the Foundation, the Foundation shall distribute to the Library all funds remaining and available for distribution after settlement of expenses of the Foundation, and shall pay the Library for all services performed prior to notice of termination.
12. **NON-ASSIGNMENT, SUBCONTRACTORS, PERSONAL SERVICES.** The Foundation shall not assign this Agreement or employ any sub-contractor without the prior

written approval of the Library Representative. The Foundation shall be responsible for the acts and omissions of its agents, employees and sub-contractors.

13. **INSURANCE.** The Foundation and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit A attached hereto. The Foundation shall provide certificates evidencing such coverage to the Library Representative prior to commencing the Work and during the term of this Agreement shall provide the Library written evidence of continuing insurance coverage within three (3) business days of a request from the Library. The Foundation shall provide the Library no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Agreement. The Foundation shall request from its insurance company an endorsement to the insurance policy for this Agreement which will require the insurance company to provide the Library with notice of cancellation of the policy. The form of the endorsement is set forth in Exhibit A attached hereto. Any deviations from the form attached as Exhibit A shall require approval of the Library. The Foundation shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

14. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Agreement shall be submitted by the Foundation prior to commencement of the Work to:

Executive Director of the Jefferson County Public Library
10200 W. 20th Ave.
Lakewood, CO 80215
Tele: 303-235-5275
Email: contracts.jcpl@jeffcolibrary.org

Within a reasonable time after submittal, the Library shall either approve the certificates of insurance or notify the Foundation of any unacceptable conditions stating the specific reasons therefor. The Foundation shall promptly re-submit an acceptable certificate of insurance, which the Library shall review within a reasonable time. Certificates of insurance shall name the Library as an additional insured as its interest may appear.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Foundation shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, or any other basis prohibited by federal, state or local law.

16. **PROVISIONS REGARDING ILLEGAL ALIENS.** If the Foundation has any employees or subcontractors, the Foundation shall comply with C.R.S. §8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, set forth in Exhibit B.

17. **NOTICES.**

(a) All notices between the parties may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

The Foundation:
Executive Director
Jefferson County
Library Foundation
10790 W. 50th
Avenue, #200
Wheat Ridge, CO 80033
Tele: 303-403-5075
Email: Foundation@Jeffcolibrary.org

The Library:
Executive Director
Jefferson County
Public Library
10200 W. 20th Ave.
Lakewood, CO 80215
Tele: 303-275-2201
Email: ExecutiveDirector@jeffcolibrary.org

All Notices to the Library shall include a reference to the Agreement including the Foundation's name and the date of the Agreement.

(b) **Electronic Transmissions.** The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either 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 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.

15. **MISCELLANEOUS PROVISIONS.**

(a) **Compliance with Laws.** The Foundation shall observe and comply with all Federal, State and local laws, regulations and ordinances including the Colorado Library Law (Colorado Revised Statutes Section 24-90-101, et seq.) that affect the Library or Foundation or those employed or engaged by it, the materials or equipment used and the performance of the services. The Foundation shall procure all necessary approvals, licenses and permits at its own

expense.

(b) Officials Not to Benefit. No elected or employed member of the Library shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

(c) Conflict of Interest. The Foundation shall not knowingly perform any act that would conflict in any manner with the performance of the services. The Foundation 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 services.

(d) Library's Ownership of Documents/Deliverables. Any data, documents or other information provided by the Library to the Foundation or to which the Foundation has access during the performance of the services (the "Library Documents") shall be and remain the sole property of the Library at all times; and the Foundation shall not use any of the Library Documents for any other purpose. The Foundation shall return all Library Documents upon termination of this Agreement. The Foundation shall not disclose to any third party any Library Document without the prior written approval of the Library unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Foundation's performance of the services, Foundation may have access to certain confidential and proprietary information owned by the Library that may be disclosed to Foundation and Foundation's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Foundation or Foundation's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Agreement and shall not be disclosed to any third party without prior written approval of the Library unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Foundation or Foundation's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the Library promptly upon the cancellation, termination of this Agreement. The Library and the Foundation will comply with Colorado Revised Statutes 24-90-119 Privacy of user records.

(f) Confidentiality of Systems. In addition to containing public record information, a substantial amount of the information stored in the Library's networks and systems (collectively, the "System") is confidential and is prohibited from unauthorized disclosure. Many programs, processes and other software products in the Library's possession are confidential and may be protected by copyright, trade secret or other proprietary rights, and are not subject to unauthorized disclosure. All proprietary rights shall at all times remain with the Library, and no such rights are transferred to the Foundation. The Library is and shall remain the sole owner of any programs, data or other information contained on the System, and at no time shall the Foundation have the right to license, sublicense, assign, sell, copy, modify or otherwise make available to any third party, any portion of the System or any information contained on the System. The Foundation shall indemnify and hold harmless the Library and its elected officials, agents and employees from and against any and all liability, claims, damages and expenses (including reasonable attorneys' fees) arising out of the Foundation's unauthorized access to, modification or disclosure of, such System information.

(g) Governing Law, Forum, Venue. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

(h) 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, including without limitation the indemnification and warranty provisions, 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.

(i) Sales Tax Exemption. The Foundation will not be required to pay Colorado State sales and use taxes for purchases made for performance of the services. The Foundation may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the services without the payment of Colorado State sales and use tax.

(j) 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.

(k) No Third Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Library and the Foundation. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Library and the Foundation that any such person or entity, other than the Library or the Foundation, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

(l) Records Retention. The Foundation shall maintain all records, including working papers, notes and financial records, which records shall be available to the Library for inspection and audit for a period of three (3) years from the date of termination of the Agreement unless the Foundation is notified in writing by the Library of the need to extend the retention period. Copies of such records shall be furnished to the Library upon request without charge by the Foundation.

(m) 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. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be property

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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.

(n) 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

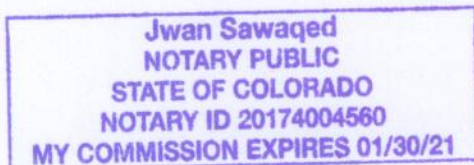
FOUNDATION:

THE JEFFERSON COUNTY PUBLIC LIBRARY
FOUNDATION

By: [Signature]
Jo Schantz, Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Agreement was acknowledged before me this 22 day of Feb, 2017
by Jo Schantz as executive director of the Jefferson County Public Library Foundation.



[Signature]
Notary's official signature
01/30/21
Commission Expiration Date

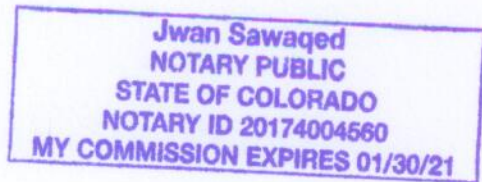
LIBRARY:

JEFFERSON COUNTY PUBLIC LIBRARY

By: [Signature]
Pam Nissler, Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Agreement was acknowledged before me this 22 day of Feb,
2017 by Pam Nissley as Executive Director of Jefferson County Public Library.



Jwan Sawaged
Notary's official signature
01/30/21
Commission Expiration Date

EXHIBIT A

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
II	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	Required
	Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	Required \$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles, if autos are used in the performance of work under this agreement. Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
IV	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required
V		

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ADMINISTRATION

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

jeffcolibrary.org



Jefferson County

PUBLIC LIBRARY