

administration

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Lakewood, CO 80215
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jeffcolibrary.org



September 8, 2016

Local Park and Outdoor Recreation Grants
Great Outdoors Colorado
303 E. 17th Ave., Suite 1060
Denver, CO 80203

RE: Standley Lake Library Trailhead for the Rocky Mountain Greenway Trail: Letter of Commitment

Dear LPOR Grant Selection committee and GOCO Board of Trustees,

The Jefferson County Public Library (JCPL) is pleased to continue a relationship with the City of Arvada under the Rocky Mountain Greenway (RMG) Trail project name. The JCPL Board of Trustees received a presentation from the City of Arvada about the RMG in 2015 prior to construction and provided a Letter of Commitment to GOCO under the Paths to Parks program supporting the work that has since been completed. The new trail, bridges, and underpass adjacent to the Standley Lake Library are a valuable addition for our Library Patrons, Staff, and our City as a whole.

Due to budget limitations and the unsuccessful receipt of the Paths to Parks Grant, the Trailhead was not a part of RMG construction dedicated on National Trails Day, June 4, 2016. However, the proposed Trailhead remains a valuable addition that will provide direct access to the regional trail system linking many Denver metro communities - and amenities including a kiosk or shelter, interpretive signage, wayfinding map and more – to the Library and Kipling Street, where no trail access currently exists.

The JCPL Board of Trustees received a second presentation from the City of Arvada in August 2016 to update the Board on progress to date and present the Local Park and Recreation Grant opportunity that may fund our Trailhead endeavor. The JCPL Board of Trustees continues to support the City of Arvada and the design intent to bring trail and trailhead into JCPL property at Standley Lake Public Library. Staff including JCPL Director of Facilities and Construction, Public Services Manager, Library Programming Staff, and more have been involved in this proposal for over 2 years and eagerly anticipate positive outcomes resulting from this project, if adequately funded. An Intergovernmental Agreement outlining shared parking, maintenance and other responsibilities is in process and we commit to completing this agreement ahead of final design and construction, initiating in spring 2017.

The Jefferson County Public Library and Library Board of Trustees envision this trailhead as a unique opportunity to cross-promote library curriculum, natural systems education, and much more alongside the trail use. Thank you for your positive consideration of this exciting partnership endeavor.

Sincerely,

Brian DeLaet, Chair
Jefferson County Public Library Board of Trustees

AGREEMENT

THIS AGREEMENT (this “Agreement”), dated for reference purposes only this ____ day of _____, 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 a 501 (c) (3) organization 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 Foundation Director 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 otherwise provided in Section 501 (h) of the 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) status.

(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.

(c) All donations of cash or checks to the Library shall be processed through the Foundation.

(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 will assess a percentage fee on all managed, donated funds and in-kind contributions under its jurisdiction (including but not limited to estates, grants, personal contributions, etc.) only if such management requires significant staff administration and oversight (more than five hours per month). The assessed fee will not exceed 5% of the value of the donation.

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. **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,

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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~~ 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 _____
Name/Title _____

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____
by _____ as _____ of The Jefferson County Public Library Foundation.

Notary's official signature

Commission Expiration Date

LIBRARY:

JEFFERSON COUNTY PUBLIC LIBRARY

By _____
Pam Nissler, Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Agreement was acknowledged before me this _____ day of _____,
20____ by _____ as Executive Director of Jefferson County Public Library.

Notary's official signature

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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**A RESOLUTION
SUPPORTING THE CITY OF EDGEWATER'S
INITIATIVE TO BUILD A NEW CIVIC CENTER**

WHEREAS, The Jefferson County Public Library (JCPL) Board of Trustees is appointed by the Jefferson County Board of County Commissioners to oversee the affairs of the Jefferson County Public Library and is charged with (among other things) acquiring and overseeing libraries and library assets; and

WHEREAS, in fulfillment of that obligation, the Library Board is committed to providing equal access to information and opportunities in order to help build a vibrant and educated community; and

WHEREAS, the existing library in the City of Edgewater is only 1,500 square feet and woefully inadequate to deliver a responsible level of Library service and meet the information needs of Edgewater and the surrounding communities; and

WHEREAS, the Library Board of Trustees has identified the Edgewater community as a priority prospect for the expansion and enhancement of Library Services in Jefferson County; and

WHEREAS, the City of Edgewater is planning to construct a 40,000 to 50,000 square foot Civic Center, to be located on the north end of Walker Branch Park, and to allocate 10,000 square feet of space for a new Library; and

WHEREAS, this would allow JCPL to meet its goal of expanding and enhancing Library services in Edgewater at a favorable cost (with Edgewater donating the land and paying for construction of the building and JCPL's costs limited to the tenant-finish of the Library space and ongoing operations of the Library); and

WHEREAS, the construction of the new Edgewater Civic Center depends on voter approval of a November ballot initiative authorizing the City of Edgewater, without raising taxes or imposing new taxes, to:

- acquire and construct a new Civic Center, including a library, fitness center, city offices and police station;
- locate the new Civic Center on a portion of Walker-Branch park owned by the city;
- finance the new Civic Center through a lease-purchase agreement; and
- sell or lease the property on which the new Civic Center will be located to a trustee or other third party as part of the collateral to secure the lease-purchase financing of the Civic Center for a period not to exceed 35 years; and

WHEREAS, voter approval of this initiative will enable Jefferson County Public Library to deliver 21st century library services to the residents of Edgewater and surrounding communities in the near term and in a very cost-effective way;

THEREFORE, BE IT RESOLVED that the Jefferson County Library Board of Trustees officially declares its enthusiastic support of Ballot Issue 2B in the upcoming November 2016 election, authorizing the City of Edgewater acquire and construct a new Civic Center, including a library, fitness center, city offices and police station; locate the new Civic Center on a portion of Walker-Branch park owned by the city; finance the new Civic Center through a lease-purchase agreement; and sell or lease the property on which the new Civic Center will be located to a trustee or other third party as part of the collateral to secure the lease-purchase financing of the Civic Center for a period not to exceed 35 years.

ADOPTED AND APPROVED this _____ day of _____, 2016.

WITHOUT RAISING TAX RATES OR IMPOSING NEW TAXES, SHALL THE CITY OF EDGEWATER BE AUTHORIZED TO ACQUIRE AND CONSTRUCT A NEW CIVIC CENTER, including a library, fitness center, city offices and police station, AND IN CONNECTION THEREWITH SHALL THE CITY BE AUHTORIZED TO:

LOCATE THE NEW CIVIC CENTER ON A PORTION OF WALKER-BRANCH PARK OWNED BY THE CITY AND USE IT FOR these purposes

FINANCE THE NEW CIVIC CENTER THROUGH A LEASE-PURCHASE AGREEMENT; AND

SELL OR LEASE THE PROPERTY ON WHICH THE NEW CIVIC CENTER WILL BE LOCATED TO A TRUSTEE OR OTHER THIRD PARTY AS PART OF THE COLLATERAL TO SECURE THE LEASE-PURCHASE FINANCING OF THE CIVIC CENTER for a period not to exceed 25 years?

Subject: Potential Contract for Self-Check Systems and Support

JCPL has on the 2017 budget, \$250,000 for replacement of the RFID and Self Check Stations. In early 2016, it was determined that the current Self Check machines, with credit card readers, do not meet current Payment Card Industry (PCI) standards. Jefferson County was in the process of applying for and subsequently received conditional PCI compliance. One of the exceptions was JCPL's Self Check Stations. JCPL was given an initial deadline of July 31, 2016 to replace or remove the non-compliant credit card equipment. JCPL has asked for an extension of the deadline in order to complete an RFP, purchase stations and then install these stations throughout the Libraries.

JCPL has invited and received three proposals for the replacement of the Self Check Stations within all the libraries. The proposals range from \$350,000 to \$475,000 with several options that could reduce the costs. In addition, we would need to budget for maintenance of the systems which will add annual expenses between \$50,000 and \$90,000 over 5 years. We have reviewed the proposals and have scheduled demonstrations of the proposed systems for the week of September 6, 2016. Following these demos, the committee will select the company that presents the best options for JCPL. The next step from there will be to complete the final configurations and costs. The final contract will be prepared with services and limits within.

Due to the very tight timeline being levied on the Library by County and the credit card processing bank, we need to expedite the selection and contract. In order to meet a timeline of December 31, 2016, we would need to have the contract signed no later than September 16, 2016.

Request approval from the Board of Trustees for the Library Executive Director to negotiate and execute a contract with the winning bidder not to exceed, \$775,000. The funding for this project is partially in 2017 and the maintenance budget would need to be extended out in the 5 year plan. If the project proceeds in the 4th quarter of 2016, monies may need to be reallocated from other 2016 projects.