



BOARD STUDY SESSION

DATE: September 14, 2017

TIME: 5:30 P.M.

PLACE: Administration Conference Room
10200 W. 20th Avenue
Lakewood, CO 80215

Topics:

- Columbine Leased Space Amendment Authorization
- LED Exterior Lighting Upgrade Information
- NV5 Amendment Information
- Midwest Tape Information
- Facility Master Plan Information
- Library-2-You Van
- Naming Agreement

NEXT BOARD STUDY SESSION

memorandum



To: Pam Nissler, Executive Director JCPL
From: Steve Chestnut, Director of Facilities & Julianne Rist Director of Public Services
Re: Columbine Lease Amendment
Date: September 5, 2017

Background:

In March of this year the BOT authorized the Library to enter into a lease agreement with Vestar to lease a space at Bowles Crossing for a temp library space while Columbine was under construction. That lease agreement will terminate on September 30, 2017. Due to delays in the P&Z permitting process and some delays in shipping of materials and equipment needed to complete the construction, that lease agreement needs to be extended by an additional 30 days. This will allow sufficient time for completion of Columbine and removal of Library owned equipment/books at the leased facility.

REQUEST:

I will request that the BOT authorize Pam to extend the lease of Bowles Crossing for an additional month, terminating the last day of October 2017, for an additional cost of \$2000 (the monthly fee identified in the original contract).

memorandum



To: Pam Nissler, Executive Director JCPL
From: Steve Chestnut, Director of Facilities
Re: Exterior LED Lighting
Date: September 5, 2017

Background:

As part of our efforts to be good environmental stewards, reduce our carbon footprint and reduce our energy cost, Facilities had planned on retrofitting the exterior lighting at our facilities with LED lighting. Most of our facilities have been modified on the interior and the exterior portion will finalize those energy saving modifications. In addition to retrofitting the lights, we will also repaint the existing poles to extend their life. The RFQ was issued and we will be evaluating those so we can make a recommendation to the BOT at the Sept. Board meeting about the best value proposed.

The cost of the upgrade was estimated at \$35,000 and was part of the Capital Maintenance line item in the 2017 approved budget.

REQUESTED OUTCOME

I am planning on having the evaluations for the RFQ completed and will recommend a vendor based upon their qualifications and pricing. I will be asking the BOT to authorize Pam to enter into contract in an amount not to exceed the budget with that vendor.

memorandum



To: Pam Nissler, Executive Director JCPL
From: Steve Chestnut, Director of Facilities & Julianne Rist Director of Public Services
Re: NV5 Contract
Date: September 5, 2017

Background:

In June of 2016 JCPL, with the authorization of the BOT, entered into a contract with NV5 for Owners Rep Services for the Columbine re-construction. At the time of the contract it was anticipated that the planning and construction phases that NV5 would be responsible for would terminate in August 2017. Thus, the period of performance identified in the contract was 14 months. As a result of P&Z permitting delays and delays in shipment of some materials and equipment, the timeframe for NV5 will expand from 14 months to 16 months of work.

NV5's original contract amount for 14 months was \$107,735. This was broken down into monthly invoices of \$7695 over that 14 month period. NV5 has agreed to perform the work required for the extended schedule for the cost of \$10,000 or \$5k per month. This would be \$2695 per month less than the original contract to see the construction through completion. Funds for the increase in the NV5 contract will come from the JCPL project contingency in the amount of \$10,000. The budget will be transferred from contingency to the Planning portion of the budget. This transfer will result in a balance in the JCPL project contingency of \$240,000.

REQUEST;

I would like to ask the BOT to authorize Pam amend the contract with NV5 to add an additional 2 months of performance period for the sum of \$10,000.

memorandum



to: Pam Nissler, Executive Director JCPL

from: Debbi Mikash, Collections Manager & Julianne Rist , Director of Public Services

re: Contract Renewal for MidWest Tape

date: September 5, 2017

Background:

In 2016 the library entered into an RFP process to ensure we were receiving the best value for materials and processing, as well as streamlining our workflow by using a primary vendor for audiovisual material. In October 2016 the Board of Trustees authorized Jefferson County Public Library to make MidWest Tape our primary vendor for media, DVDs, CDs and Audiobooks. The approved contract allows us to renew it annually for four additional years. The original contract was written with a not to exceed amount of \$2,000,000. In 2017 with our normal expenditures for media and the addition of DVDs to refresh the Columbine collection we will not exceed this \$2,000,000 figure. This contract is now up for our first annual renewal.

For the 2018 budget year there will be some changes to the budget which makes the not to exceed amount insufficient. The collection budget will be increased in 2018 to support moving towards the strategic goal of reaching the 50th percentile for items per capita. We will also be purchasing an opening day collection for the new Edgewater library that requires more material. The combination of these two factors mean we will need increase the dollar limit in the contract in order to purchase the number of items needed in 2018. With increases to the collection budget planned for the next five years, and additional opening day collections need for other remodel project we foresee having to raise this limit again within the terms of the contract.

Recommendation

We are recommending that the board increase the not to exceed amount for MidWest Tape to \$3,000,000,00 for the 2018 annual renewal.

We would also like to recommend the board authorizes staff to increase the not to exceed amount for the remaining 3 annual renewals as needed as long as the amount will be supported by the books and material budget set by the board account code 70082). This will allow us to have the flexibility to purchase these items in the quantities needed for our normal collection needs and for future opening day collections.

memorandum



To: Pam Nissler, Executive Director JCPL
From: Steve Chestnut, Director of Facilities & Julianne Rist Director of Public Services
Re: Contract for Facilities Master Plan
Date: September 5, 2017

Background:

The 2017 strategic plan include the Initiative to develop a long range facilities plan. A request for Proposal (RFP) was issued on August 7 with proposals due on August 25. The RFP's scope of work included the following:

The consultant will be expected to plan, administer, manage and execute the work necessary to provide a full analysis of JCPL's current and future facility needs, including types of services and locations to achieve its strategic and operational goals. The plan should integrate existing data from JCPL's market analysis, use statistics, benchmarking studies and facilities maintenance plan, with data from city and county planning departments and other Front Range data resources (such as DRCOG & Piton) to create a 10 year facility master plan by year end 2017. The scope of work shall include, but is not limited, to the following:

1. Identify service areas and barriers such as transit routes, highway divisions
2. Recommend types and levels of library services, including alternative services not attached to a staffed location
3. Recommend future locations and the types of service for each location
4. Include projected facility operating costs
5. Evaluate current facilities' functions and locations
6. Integrate the library's current remodeling schedule into long range facility plan
7. Integrate and identify capital projects into long range facility plan
8. Provide recommendations for leased/owned/shared spaces
9. Anticipate future technology needs
10. Evaluate flexible building platforms for future service changes
11. Cover a 10 year timeframe
12. Recommend future use for Fehringer Ranch property

Four proposals were received and two firms were selected for interviews. Interviews will be held on September 7 and references checks on the two firms selected for interviewed will be done September 5-14. Staff will be bringing a recommendation to the Board at their September 21st meeting.

REQUEST FOR PROPOSAL

Jefferson County Public Library is accepting proposals for **Long-Range Facilities Master Plan** in accordance with the terms, conditions, and specifications contained in these RFP documents.

Bidders wishing to participate in this RFP process should ensure they have all addenda prior to submission of proposals. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your response.

This project and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing System (RMEPS) website (www.RockyMountainBidSystem.com). Firms are encouraged to register with RMEPS for this and other opportunities.

Questions

All questions must be submitted in writing via-email to Procurement.JCPL@JeffcoLibrary.org.

Questions due by: Date: August 17, 2017 Time: 4:00 PM (MT) (*Questions received after this time will not be accepted*)

Proposal Instructions

Submittal requirements are outlined in the *Submission Information Section 6.0*.

Proposal Number: 17-11 Project Title: RFP: JCPL Long-Range Facilities Master Plan RFP

Proposal Due Date: August 25, 2017 Time: 4:00 PM (MT) (*Late proposals will not be accepted or considered.*)

Proposal Submission

All Proposals must be submitted via e-mail to jcplrfp@jeffcolibrary.org

Method of Award

The successful firm will be required to execute an agreement with Jefferson County Public Library (JCPL) in a form which will include all of the terms, conditions, specifications, proposed prices, and any approved exceptions to the Request for Proposal. The enclosed agreement is substantially in the form that will be executed between the successful firm and JCPL.

Jefferson County Public Library, reserves the right to reject any or all proposals or portions thereof, to waive any informalities or irregularities in the proposals received which are inconsequential or immaterial in nature, and to approve awards in total or in part, whichever, in its judgement best serves the interests of Jefferson County Public Library.



REQUEST FOR PROPOSAL
JCPL Long-Range Facilities Master Plan

Issue Date: August 7, 2017

Due Date: August 25, 2017

CONTENTS

Invitation.....	3
1.0 Project Synopsis.....	3
2.0 Background.....	3
3.0 Statement of Work.....	3-4
4.0 Deliverables.....	4
5.0 RFP Schedule.....	4
6.0 Submission Information.....	5-6
7.0 Selection Criteria.....	6-7
8.0 Administrative Information.....	7-9
9.0 Terms & Conditions.....	9-11
Declarations Page.....	12
OrangeBoy Study – Appendix A.....	13-46
Sample Contract.....	47-56
Statement of Work – Exhibit A.....	57
Cost Proposal/Hourly Rate Sheet – Exhibit B.....	58
Insurance Requirements – Exhibit C.....	59

Jefferson County Public Library invites proposals for Long-Range Facilities Plan.

1.0 Project Synopsis

The Jefferson County Public Library (JCPL) has not added a new location since 2006. During the last seven years Jefferson County has had continuous population growth and development and we no longer provide convenient access to library services for all county residents. JCPL wants to develop a methodology and foundation to ensure we are maintaining the square footage of library space to meet the needs of our residents. JCPL wants to provide Jefferson County residents with quality library services, both in existing buildings, and with access to library services in underserved areas of the county. The results of the plan will provide important input to better position JCPL for expansion in the future.

2.0 Background

Jefferson County Public Library is the third-largest library system in the state of Colorado, serving a population of more than 578,000 and covering more than 700 square miles. Services are delivered via 10 libraries, outreach, a bookmobile, and homebound service. Currently the Columbine Library is undergoing renovations, and a new expanded location is being planned for the Edgewater Library.

In 2015, Jefferson County voters approved a mill levy increase for JCPL, the first in 29 years. JCPL is engaged in long term strategic planning to restore and expand services to the residents of Jefferson County, which includes the remodeling and expansion of its facilities and services. JCPL needs to develop the most effective plan integrating tiers or types of services and locations in order to achieve its strategic and operational goals.

3.0 Statement of Work

The consultant will be expected to plan, administer, manage and execute the work necessary to provide a full analysis of JCPL's current and future facility needs, including types of services and locations to achieve its strategic and operational goals. The plan should integrate existing data from JCPL's market analysis, use statistics, benchmarking studies and facilities maintenance plan, with data from city and county planning departments and other Front Range data resources (such as DRCOG & Piton) to create a 10 year facility master plan by year end 2017. The scope of work shall include, but is not limited, to the following:

1. Identify service areas and barriers such as transit routes, highway divisions
2. Recommend types and levels of library services, including alternative services not attached to a staffed location
3. Recommend future locations and the types of service for each location
4. Include projected facility operating costs
5. Evaluate current facilities' functions and locations
6. Integrate the library's current remodeling schedule into long range facility plan
7. Integrate and identify capital projects into long range facility plan
8. Provide recommendations for leased/owned/shared spaces
9. Anticipate future technology needs
10. Evaluate flexible building platforms for future service changes
11. Cover a 10 year timeframe
12. Recommend future use for Fehringer Ranch property

JCPL has amassed a great deal of background information and data that can be used in creating the facilities master plan. This data may need to be supplemented, but the research does not need to be duplicated. Below is a sample of current information that will be available to the selected firm. The consultant will have the opportunity to review and analyze a variety of reports and information produced by staff or others to assist in the formulation of a facility master plan.

Sample reports for some of this data is included in Appendix A

- 2016 JCPL has completed a market analysis and demographic study with OrangeBoy
- 2017 JCPL will be completing an organizational analysis with GPS
- General types of alternative services

The Consultant will require all employees, including Supervisors, to display Company identification when on site at Library facilities. Consultant and its staff will be required to follow security procedures when accessing facilities.

4.0 Deliverables

Execution of work shall include at a minimum the following deliverables.

1. Expectation that this will be a collaborative process with staff involving meetings, data collections, evaluation & recommendations.
2. Presentations to both staff and Board of Trustees (3-5)
3. Final written report that will include data, research, graphics and recommendations covering 10 year time period.

5.0 RFP Schedule

RFP Schedule Task	Due Date	Information
RFP Issued	August 7, 2017	
Intent to Bid	August 15, 2017	Consultant to send notice of intent to bid, including company name, name, direct phone and email of contact, to procurement.JCPL@jeffcolibrary.org by 4:00 pm Mountain Time.
Questions from Vendors	August 17, 2017	Vendor questions must be sent to procurement.JCPL@jeffcolibrary.org no later than 4:00 pm Mountain Time.
Responses to Questions from Vendors	August 21, 2017	Response from Library to Vendor Questions will be provided by 4:00 pm Mountain Time.
Proposals Due	August 25, 2017	Proposals will be due to jcplrfp@jeffcolibrary.org no later than 4:00 pm Mountain Time. No late responses will be accepted.
Hold for Interview	September 7 & 8 2017	In person interviews will be held at JCPL Administration Building, 10200 W. 20 th Ave, Lakewood, CO.
Best & Final Offer	September 11, 2017	
Selection Notification	September 12, 2017	Library notification of vendor selection.

6.0 Submission Information

Submissions must include:

Company Background & Philosophy

Please provide an overview of your company philosophy regarding facility master planning, and experience with current and future library services consulting.

Provide a brief description of your firm's structure and capabilities.

Describe in detail your approach and process for a Long-Range Facilities Master Plan, including a detailed statement of work and project schedule for inclusion with the contract for these services.

List all services provided in-house and services provided by any outside consultants. If any services are to be provided by outside consultants, please provide a brief description of the firm, its role, and capabilities.

Project Team

Introduce your proposed project team, including consultants. Provide resumes of all personnel assigned to the project including specific experience that each team member would contribute to the project. Identify and define their individual roles and level of participation.

Portfolio of Previous Experience

Prove at least 3 case studies of your firm providing similar services to organizations our size. These case studies should include a brief description of the facility planning services provided, examples of reports, and a discussion of the outcome.

Pricing Requirements

Provide a detailed fee proposal which outlines the specific activities that will be performed during the organizational plan.

An outline of the steps you propose to successfully complete the plan, the deliverables you typically provide and the cost associated with each.

An overview of your project team roles and responsibilities and associated costs.

Please include a list of any reimbursable costs expectations associated with travel or mileage.

Provide information about any value added features provided standard with purchase that are not specifically identified in the defined scope of work. Such information may be added to the RFP response, but should be clearly marked as "Value added".

Proposed Project Timeline

Submit a detailed schedule with your proposal for the project which includes critical milestones, assuming a start date of September 28.

Budget

Please include a proposed budget and general breakdown of how you would prioritize spending the budget to move this project forward. Include all costs listed in the pricing requirements.

References

Supply at least three (3) current references comprised of customers that have used your professional services for a similar project or that have recently ordered and implemented a similar program. Please include for each:

- Company name
- Contact Name Including Title
- Address
- Contact Phone Number
- Contact Email

Response Due Date – Your response must be received no later than 4:00 p.m. on August 25, 2017.

Each respondent is solely responsible for the timely delivery of its response. Failure to meet the response due date and time deadline will result in rejection of the response.

Delivery Instructions - All responses must be sent electronically (via e-mail) in pdf format with "Response to JCPL Long-Range Facilities Master Plan RFP" listed in the subject line and submitted to jclrfp@jeffcolibrary.org. Consultant is advised to keep proof of date and time of sent mail. Should Consultant encounter difficulties with delivery of response, it may contact procurement.JCPL@jeffcolibrary.org for assistance. Proof of date and time of failed attempt will be required.

Response Costs – JCPL will not be liable for costs incurred by the respondent in preparation, delivery, and/or presentation of their response.

Questions and Inquiries - Any questions regarding this RFP should be directed BY E-MAIL ONLY to: procurement.JCPL@jeffcolibrary.org.

Format – When responding to the RFP no specific format is required but all of the following should be addressed somewhere in your submittal and please include a completed signed copy of the Declarations Page as the first page of your proposal.

PLEASE NOTE: *No pre-bid conference is scheduled for this RFP. Respondents are advised to carefully review the proposed scope and provided materials and to take full advantage of the "questions" period allowed in this process.*

7.0 Selection Criteria

Response Evaluation

Responses will be evaluated by a selection team. During the evaluation period, additional information or proposal corrections may be requested as a part of the library's selection and interview process. Following personal interviews a best and final offer may be negotiated. JCPL reserves the right to check

both references offered in the response and also any other references, regardless of the source. JCPL will be the sole judge of the completeness of all information requested and submitted by respondents.

Rejection of Responses

JCPL reserves the right to make all decisions regarding this procurement, including, without limitation, the right to decide whether a response does or does not substantially comply with RFP requirements or bidding procedures and requirements.

Evaluation Criteria

Consultant selection will be determined by selection team's assessment of best value to JCPL. Assessment will be based on demonstration of ability to meet library needs in a cost-effective manner, knowledge, expertise and successful experience. Proposals will be scored based on their ability to best meet the project goals and objectives. **Award of the contract related to this RFP is not based solely on low bid.**

The Selection Team will apply a weighted evaluation to the proposals based on the following criteria:

40% Experience – An ideal Consultant will have at least five years of experience working with clients on projects that are similar in size and scope to the project outlined above. The Consultant shall be licensed to do business in the State of Colorado, County of Jefferson and each local jurisdiction, where required by such entity. Consultant must be in good standing with the office of the Colorado Secretary of State. (Proof of standing is not required at the time of response.)

25% Approach & Methodology – The proposal clearly explains your philosophy towards Long-Range Facility Master Planning, how you'll approach this project, your style, and the steps and processes you proposed to successfully complete a facility master plan for JCPL. It includes all deliverables intended to provide the final product.

25% Price - Respondents must provide pricing in the format specified in this document. Award will be based on **best value for services, not necessarily low bid**. Cost is a consideration in award of any contract and is used in analyzing proposals. The cost provided by the vendor must be a total cost, not an estimate. Estimates will not be considered. JCPL reserves the right to request a Best and Final Offer.

10% References - Respondents shall have experience providing these services, and provide a listing of and references. JCPL reserves the right to fully investigate all references, and to communicate with and investigate other references regardless of the source from which the reference was secured.

8.0 Administrative Information

All bidders are expected to examine the scope of work, the site and all instructions. It is incumbent upon each bidder to carefully examine these requirements, terms and conditions including all attachments, exhibits, and documents incorporated by reference. Before submitting a proposal bidders are solely responsible to make all investigations and examinations necessary to ascertain conditions and requirements affecting the full performance of the contract and to verify any representation made by

JCPL upon which it may rely. Failure to do so will be at bidder's risk. By submitting a proposal, each bidder represents

- That it has read and understands this Request for Proposal;
- That its proposal is made in accordance with the requirements of this RFP;
- That it is familiar with the local conditions and requirements under which the proposed services must be performed.

Proposals must be signed by a person authorized to bind the Consultant to its provisions for the period identified herein. Prices identified herein shall be good for the full term of any Contract. Any proposed price adjustment for potential escalation should be either specifically identified as "included" or specifically identified, including the percent or amount of adjustment and the applicable contract year for such adjustment. **In no instance shall pricing be increased without an expressed written document signed by both parties.** If surcharges or increases of any type are to apply during the initial term of the contract, the amount and the basis of that surcharge or increase are to be specifically stated within the proposed bid.

Proposals must be e-mailed **only** to jcplrfp@jeffcolibrary.org by August 25, 2017 at 4:00 pm Mountain Time with the subject line **"Response to Long-Range Facilities Master Plan RFP"**. There will be no formal bid opening.

A selection committee will review and evaluate all replies/proposals for content and may request clarification from or interviews with finalists. The recommendations of this committee will be forwarded to the Executive Director for approval and execution.

JCPL reserves the right to check both references offered in the response and also any other references, regardless of the source. JCPL will be the sole judge of the completeness of all information requested and submitted by respondents.

JCPL reserves the right to make all decisions regarding this procurement, including, without limitation, the right to decide whether a response does or does not substantially comply with RFP requirements or bidding procedures and requirements.

JCPL reserves the right to reject any and/or all proposals, to further negotiate with the successful Consultant, to waive informalities and minor irregularities in proposals received, to accept any portion of the proposal if deemed to be in the best interest of JCPL to do so, to seek clarification through oral discussions, site visits or inquiries about the consultant's experience with similar projects, to request a Best and Final Offer, and to cancel this project at any time prior to the signing of a contract. **This RFP does not represent a guarantee of any contract utilization.**

Award of the contract related to this RFP is not based solely on low bid. A consultant will be selected by the Evaluation Team based upon the consultant's experience and expertise with similar projects, the ability of the consultant to best fulfill library needs and to provide value added services, the ability to complete the project in a timely manner, the completeness of their submittal, and the ability of the

consultant to meet the needs of JCPL. In addition to the scoring breakout previously detailed, this determination will be made solely by JCPL based on the point structure detailed previously.

The results and subsequent recommendations of that evaluation will be reported to JCPL's Executive Director for consultant selection.

If clarifications to Proposals are required, the Library may, at its option, request a Best and Final Offer from finalist consultants. Such request will indicate specific areas of Consultant's proposal that are in question and include specific response instructions. Library Committee will re-score any revised proposals submitted using the original criteria and scoring before making a final decision.

The issuance of this RFP and the receipt and evaluations of proposals does not obligate JCPL to award a contract. JCPL will not be liable for costs incurred by the respondent in preparation, delivery, and/or presentation of their response. This procurement may be cancelled at any time by JCPL prior to execution of a contract without any liability to JCPL.

Consultant shall operate within all governing laws at all times.

ALL INFORMATION SUBMITTED BY THE VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION. Any markings, statements or other indications delineated on the Consultant's response to this RFP to otherwise identify any information as anything but public information will be deemed as an erroneous marking and not adhered to in any instance.

The RFP and the Consultant's response to RFP and any negotiations reduced to writing will be made a part of the Contract Documents ("the Contract")

The Consultant will protect the Library from claims involving infringement of patent and/or copyright.

The Library reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Library in the event of breach or default by the Consultant.

This Request for Proposal is JCPL's good faith effort to detail its requirements for qualified consultants or vendors to provide proposals for the goods or services detailed in this RFP. Responses should be prepared simply and contain a concise description of the proposer's ability to satisfy the requirements of this RFP.

Vendors or consultants may amend or withdraw a proposal any time **prior** to the time and date established for submission of proposals.

9.0 Terms & Conditions

Right to Reject Any and All Proposals – Failure of the candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. JCPL reserves the right to select any or reject any and all submissions in its best interest. JCPL also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, JCPL also reserves

the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

Verification of Information - Candidates are hereby notified that JCPL will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As JCPL deems necessary and appropriate in its sole discretion, JCPL reserves the right to make any inquiries or other follow up required to verify the information provided. JCPL reserves the right to select any or reject any and all submissions in their best interest.

Disclosure of Information - All submissions and other materials provided or produced pursuant to this RFP may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to Jefferson County Public Library, appropriately identify materials, which are not subject to disclosure. In the event of a request by JCPL for disclosure of such information, CPL shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to JCPL.

Discrimination in Employment - In connection with the performance of work on this project, the selected Service Provider agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.

Applicable Laws - This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable regulations as the same may be amended from time to time.

Cost of Developing Qualifications - Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. JCPL assumes no liability for any costs incurred throughout the entire selection process.

Proposal Ownership - All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of JCPL and will not be returned to the candidate.

Addenda - As JCPL may require, addenda may be issued to supplement this RFP. All candidates in receipt of the RFP are considered registered. The list of registered participants will be used to issue all communications regarding this RFP, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.

Assignment – The successful Candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of JCPL.

Insurance Requirements – On the Declarations Page please specifically indicate acceptance of or any exception to insurance requirements provided in the appendices.

General Contract Terms and Conditions – On the Declarations Page please specifically indicate acceptance of or any exception to the sample contract provided in the appendices. The successful firm will be required to enter into a written contract with JCPL in a form substantially similar to the sample contract attached hereto and acceptable to JCPL as follows:

- ii. The RFP and the vendor's response to the RFP and any negotiations reduced to writing shall be made a part of the contract documents.
- iii. All portions of/or contents and materials that make up the contract are considered public information and not confidential information. Copies may be released by JCPL to anyone at any time, after the RFP due date, at the sole discretion of the Library.

We would like to thank you for your time and interest in this project.

Jefferson County Public Library

- End of Proposal -

Declarations Page

Please provide the following information. Sign and submit this coversheet along with your proposal.
(Please use additional sheets as necessary)

Company Name _____
Company Address _____
City, State, Zip _____
Phone Number _____

Contact for Key Notices _____
Address _____ Phone _____
Email _____

Name and Title of Person Legally Authorized to Bind Consultant & Sign Contract

Name _____ Title _____
Address _____ Phone _____
Email _____

1. I Acknowledge that the "Sample Consulting Contract" attached to this RFP has been reviewed and is agreed to as shown. _____ (YES/NO). Do you request amendments to the "Contract" _____ (YES/NO)
Please list them if yes.
2. Acknowledgment that the submitting agent meets or exceeds insurance requirements as outlined in the RFP. _____ (YES/NO)
3. The undersigned Proposing Firm declares and stipulates that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the RFP. _____ (YES/NO)
4. The submission of a Proposal constitutes an agreement, and shall not be withdrawn for a period of forty-five days.
5. Acknowledgment that the submitting agent carries (or will carry) a license in the State of Colorado _____ (YES/NO)
6. The Proposing Firm hereby acknowledges receipt of addenda numbers _____ through _____
7. Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - a. Has your organization ever failed to complete any work awarded to it? _____
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____
 - c. Has your organization filed any law suits or requested arbitration with regard to contracts within the last five years? _____

Signature _____ Date _____

APPENDIX A

Summary of Market Analysis Findings for Facilities Master Plan Input

Demographic Comparison

The Demographic Comparison allows us to see how Jefferson County compares to a similar national peer (Anne Arundel County in Maryland), as well as other counties in the metro area. The market penetration data provides us with a calculation of the JCPL's reach in the community measured by household as opposed to cardholder accounts. This allows us to gain a better perspective of our actual penetration to all residents of Jefferson County. This report indicates that at the end of 2016, JCPL had an estimated market penetration of 34% of households within our service area.

This information is foundational in looking at the various high growth areas, as well as our current reach and areas for opportunity.

Drive Time

The Drive Time travel maps show how many of our residents, as well as a breakdown of cardholders, there are within a library location's radius of 5 and 10 minutes. This also provides a percentage of inactive or non-cardholders by drive time segmentation, allowing us to draw conclusions about distance to a location and accessibility for these residents.

Square Footage Per Capita

The Square Footage Per Capita report shows us where our square footage is currently in one snapshot, along with a square footage per capita figure and an Area of Dominant Influence (ADI) total. The ADI is created by assigning a census tract to each library location. The library location with the most active cardholders within the census tract will be awarded those totals.

ADI and Growth

The ADI and Growth report provides us with a deeper look at potential areas for growth based on Areas of Dominant Influence and census tracts. From this, we can see that Golden Library's service area shows the potential for most growth, with Columbine, Belmar, and Arvada following.

Demographic Comparison

Quick Stats	USA	Colorado	Jefferson County	Anne Arundel County (MD)	Denver County	El Paso County	Adams County	Arapahoe County
Population (2016 est.)	322,431,073	5,476,709	568,554	567,226	687,137	679,594	494,141	635,688
Projected Growth 2016-2021	3.69%	6.62%	5.52%	4.40%	9.00%	6.89%	8.01%	7.70%
Median Age	38.0	37.1	41.5	38.8	34.8	34.5	33.7	37.1
Households with person 18 and younger	33.51%	32.79%	30.36%	34.53%	24.84%	36.72%	41.23%	35.22%
Non-English spoken at home	20.97%	16.80%	11.02%	10.54%	26.42%	11.41%	28.06%	21.70%
Median Household Income	\$55,551	\$62,526	\$70,886	\$87,573	\$55,258	\$61,187	\$59,660	\$63,798
Median Housing Value	\$192,432	\$275,150	\$323,451	\$363,224	\$312,299	\$234,926	\$226,941	\$277,717

Estimated Market Penetration

- A calculation of the Library's reach throughout the community
- Measured by household rather than individual to account for families
- This calculation provides the estimated percentage of households in the Library's service area that have at least one active library card

*Households with a library card were calculated using the patron record database that was pulled on November 6, 2016.
Total number of households is based on 2016 projections from Nielsen Site Reports for Jefferson County Public Library's service area.*

Jefferson County Public Library

Market Analysis | Wednesday, November 9, 2016



Estimated Market Penetration

- This calculation includes two factors:

80,999	÷	235,800	=	34
<i>The number of households in Library service area that have a library card that has been used during the past 12 months.</i>		<i>The total number of households in Library Service Area.</i>		<i>The estimated percentage of households in the Library's service area that have at least one active library card.</i>

Households with a library card were calculated using the patron record database that was pulled on November 6, 2016.

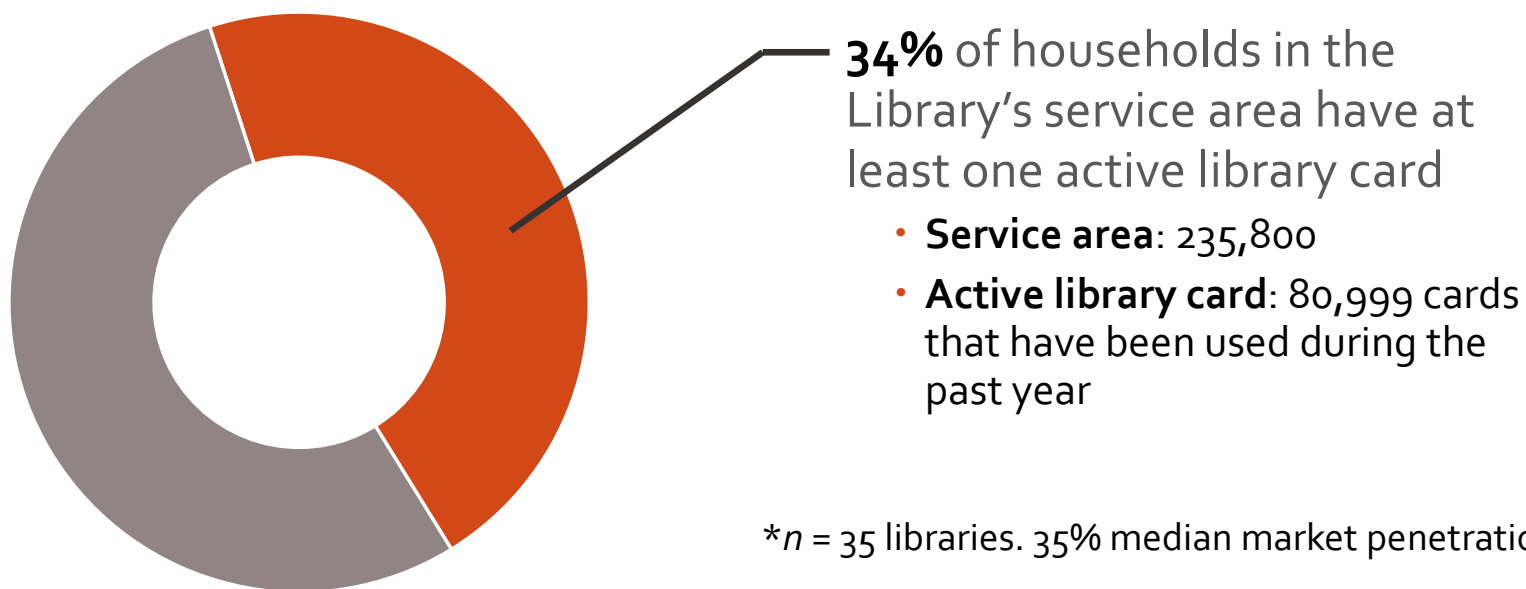
Total number of households is based on 2016 projections from Nielsen Site Reports for Jefferson County Public Library's service area.

Jefferson County Public Library

Market Analysis | Wednesday, November 9, 2016



Estimated Market Penetration



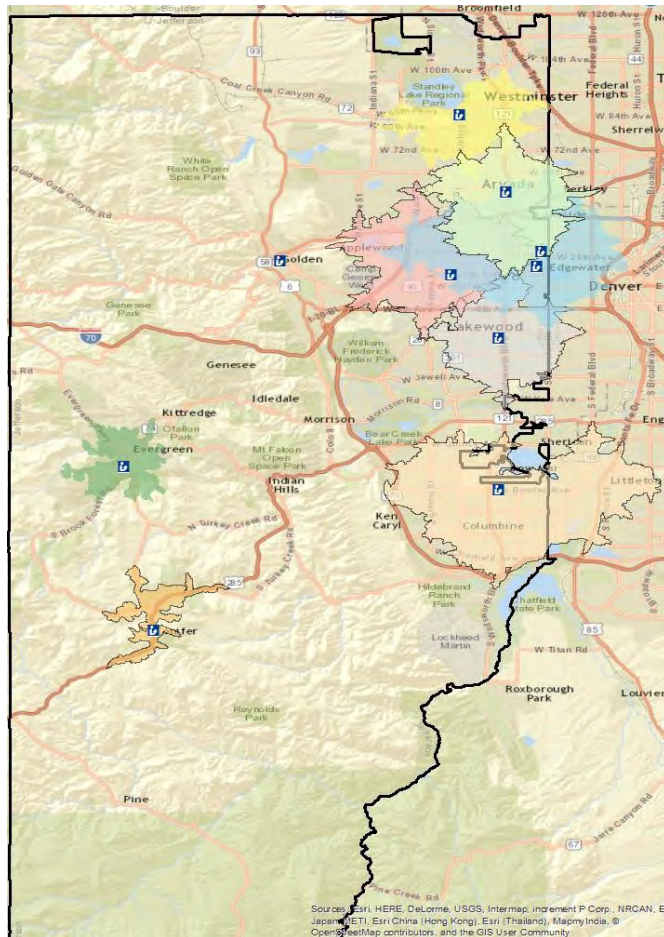
* n = 35 libraries. 35% median market penetration.

Households with a library card were calculated using the patron record database that was pulled on November 6, 2016.

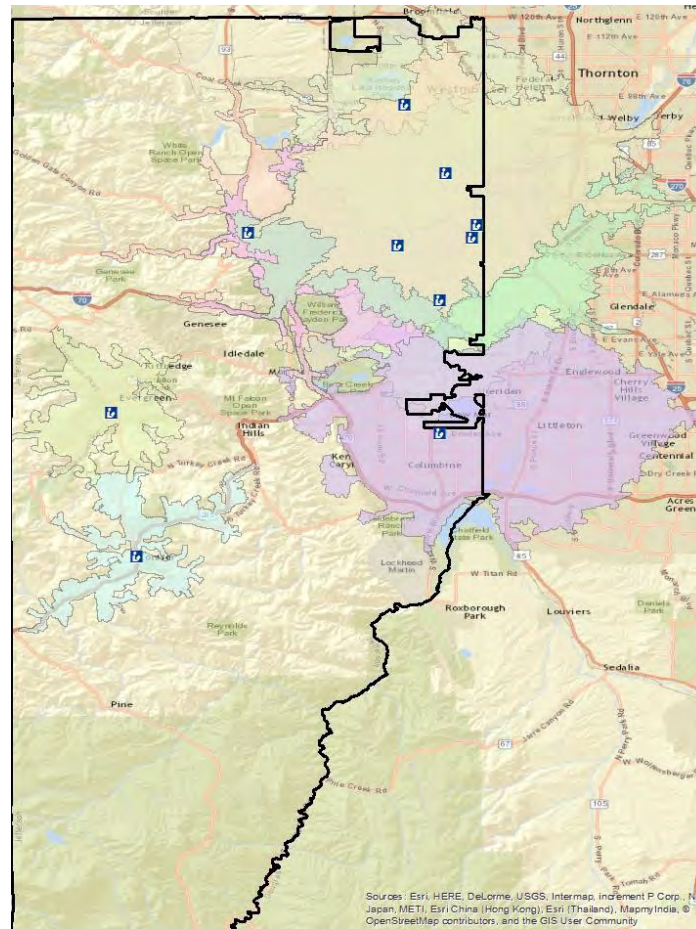
Total number of households is based on 2016 projections from Nielsen Site Reports for Jefferson County Public Library's service area.

Travel Time Maps

5 minute travel time



10 minute travel time



Jefferson County Public Library

Market Analysis | Wednesday, November 9, 2016





Arvada

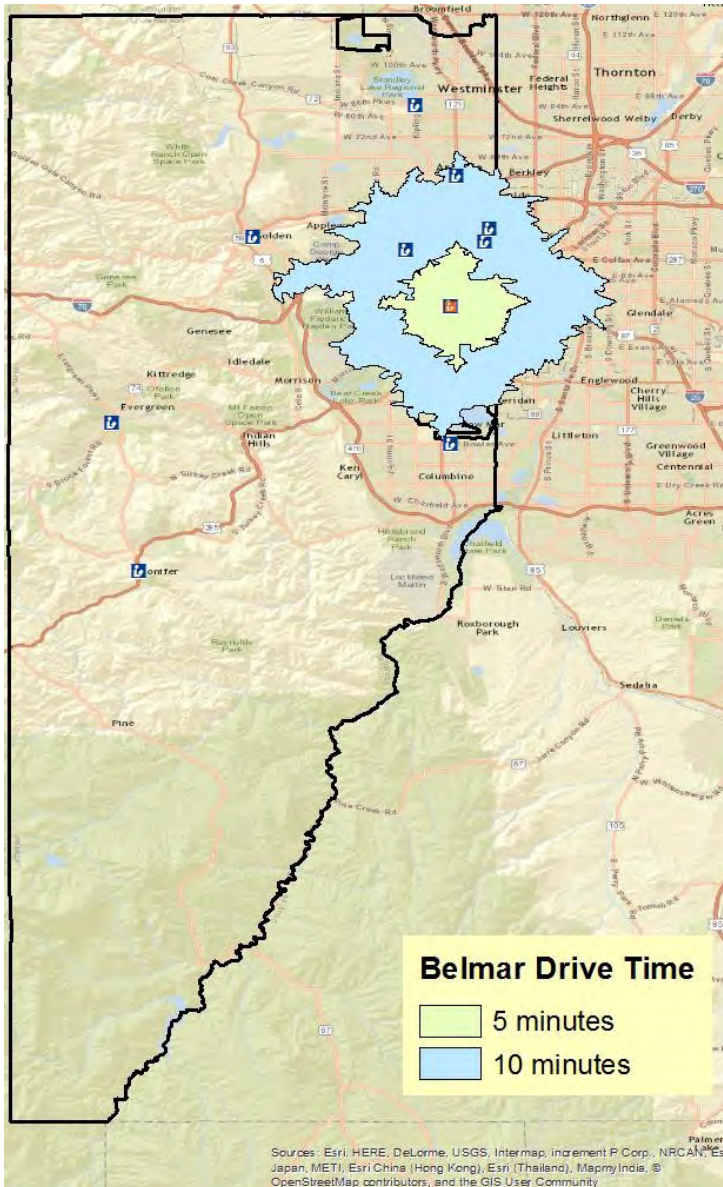
Quick Stats	5 Minutes	10 Minutes
Total Population	82,597	411,764
Active Cardholders	17,348	56,796
Percent Active Cardholders	21%	14%
Inactive or Non-Cardholders	65,249	354,968
Percent Inactive or Non-Cardholders	79%	86%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016



Belmar

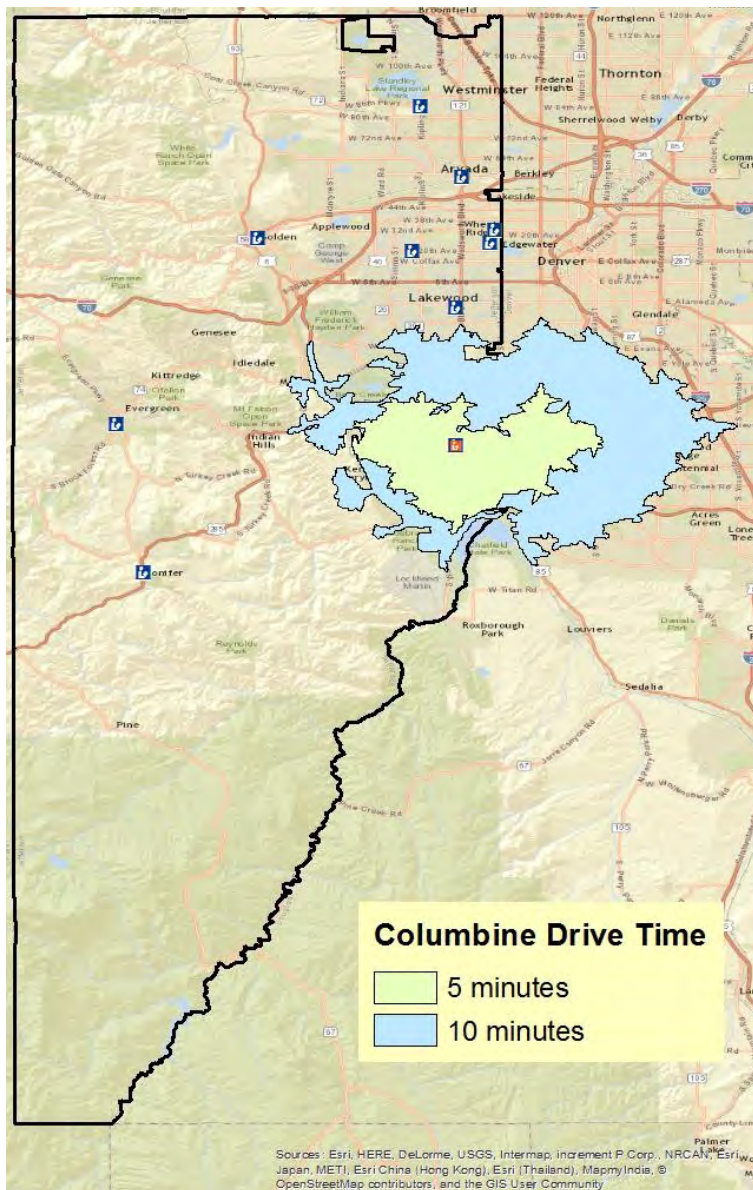


Quick Stats	5 Minutes	10 Minutes
Total Population	79,876	426,639
Active Cardholders	14,705	55,036
Percent Active Cardholders	18%	13%
Inactive or Non-Cardholders	65,171	371,603
Percent Inactive or Non-Cardholders	82%	87%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016





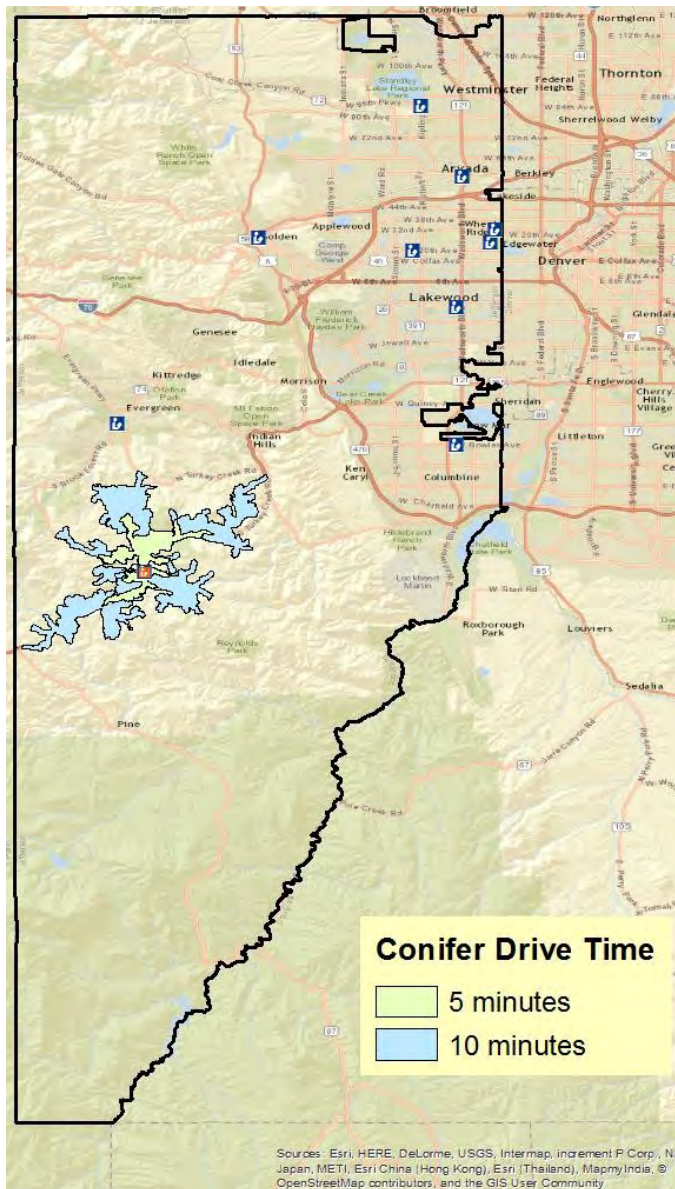
Columbine

Quick Stats	5 Minutes	10 Minutes
Total Population	140,338	392,971
Active Cardholders	22,300	35,977
Percent Active Cardholders	16%	9%
Inactive or Non-Cardholders	118,038	356,994
Percent Inactive or Non-Cardholders	84%	91%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016



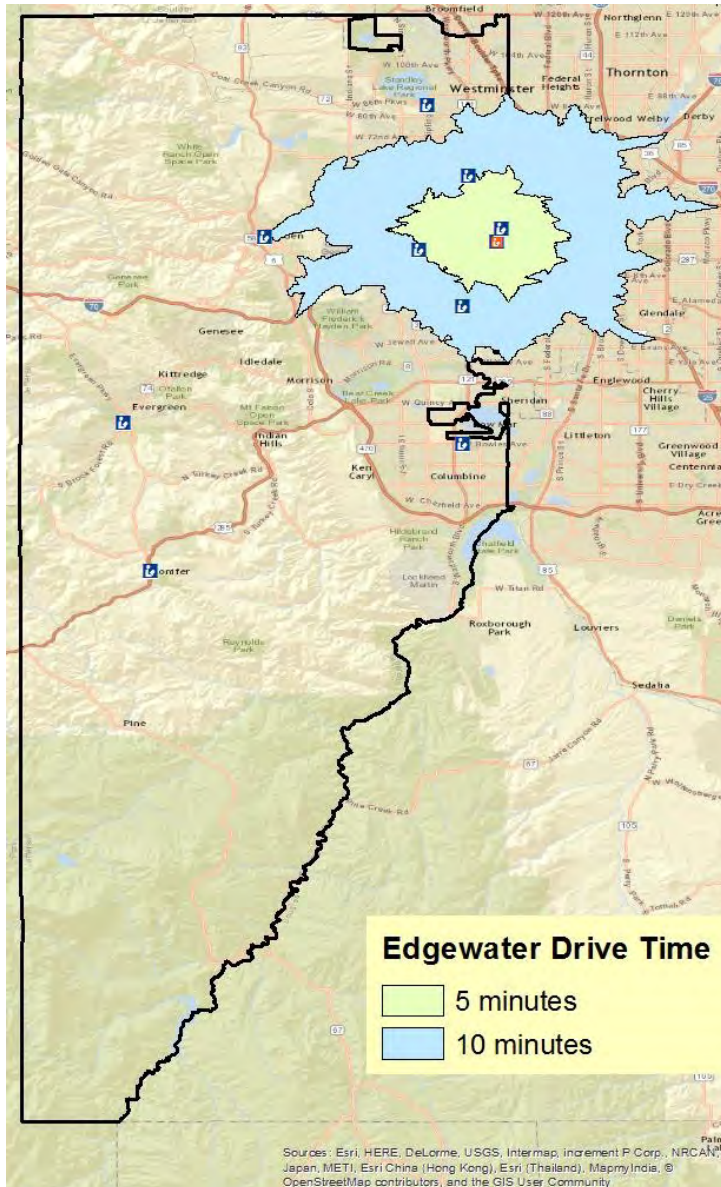


Conifer

Quick Stats	5 Minutes	10 Minutes
Total Population	1,462	4,196
Active Cardholders	410	1,688
Percent Active Cardholders	28%	40%
Inactive or Non-Cardholders	1,052	2,508
Percent Inactive or Non-Cardholders	72%	60%

Market Analysis | Wednesday, November 9, 2016





Evergreen

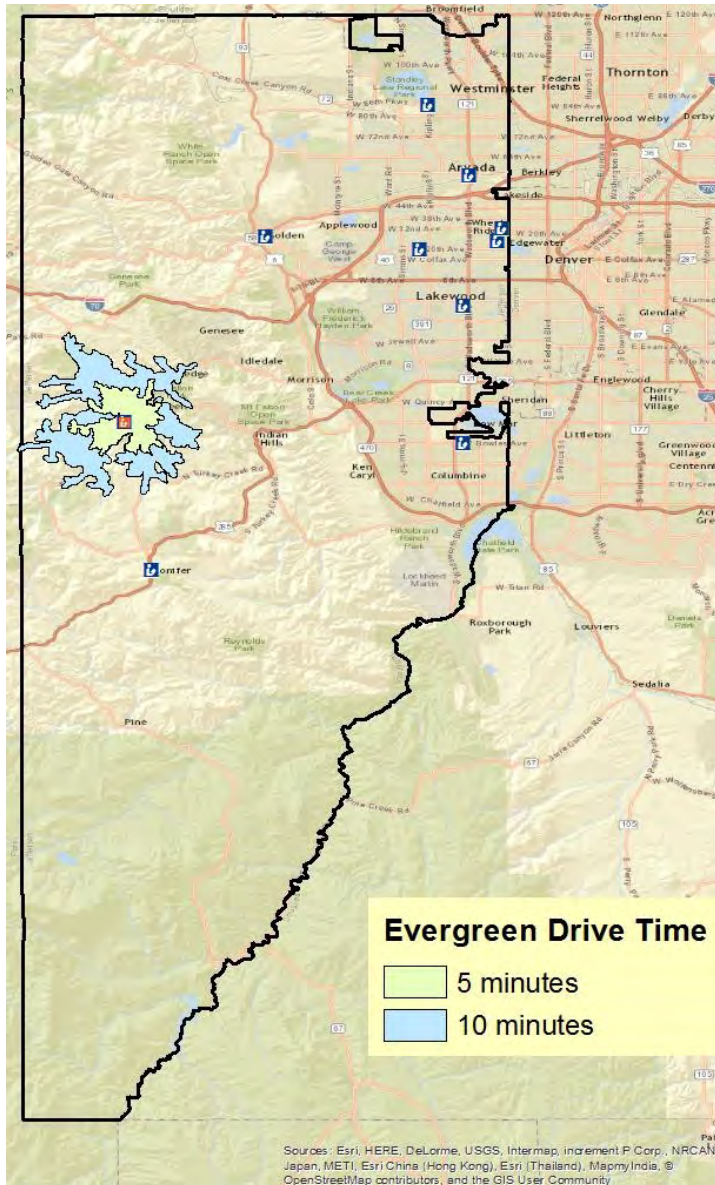
Quick Stats	5 Minutes	10 Minutes
Total Population	123,628	543,955
Active Cardholders	16,927	56,849
Percent Active Cardholders	14%	10%
Inactive or Non-Cardholders	106,701	487,106
Percent Inactive or Non-Cardholders	86%	90%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016



Evergreen



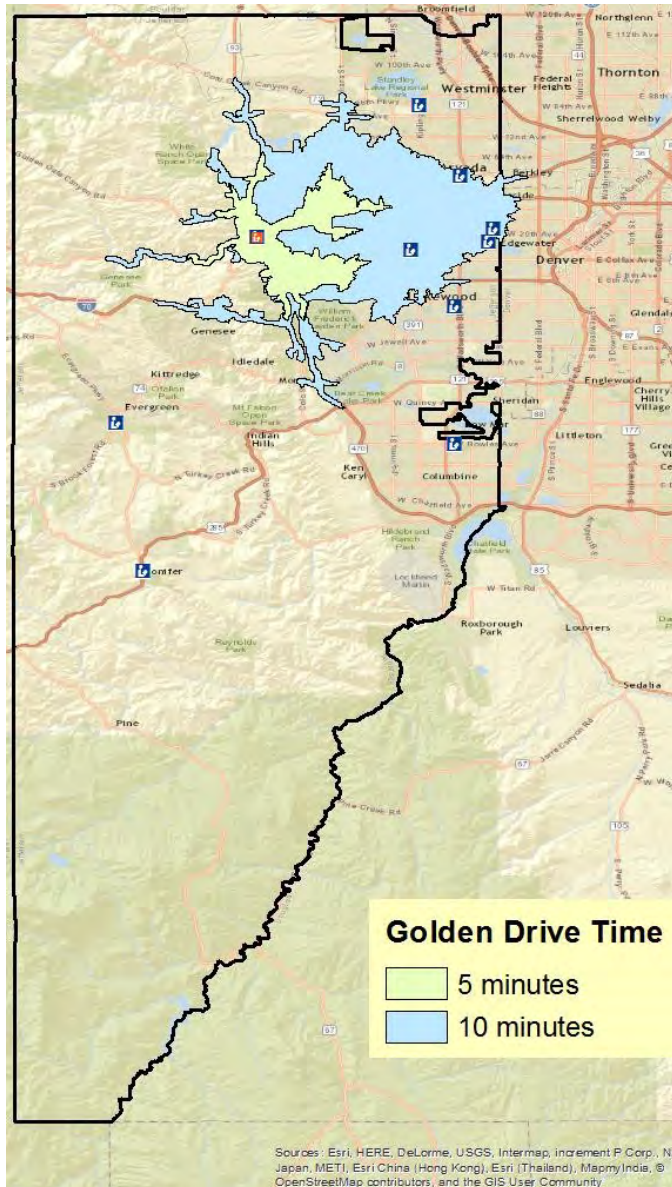
Quick Stats	5 Minutes	10 Minutes
Total Population	4,302	11,948
Active Cardholders	1,576	3,899
Percent Active Cardholders	37%	33%
Inactive or Non-Cardholders	2,726	8,049
Percent Inactive or Non-Cardholders	63%	67%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016



Golden



Quick Stats	5 Minutes	10 Minutes
Total Population	27,694	181,174
Active Cardholders	7,053	41,997
Percent Active Cardholders	25%	23%
Inactive or Non-Cardholders	20,641	139,177
Percent Inactive or Non-Cardholders	75%	77%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016





Lakewood

Quick Stats	5 Minutes	10 Minutes
Total Population	95,947	418,816
Active Cardholders	14,863	62,598
Percent Active Cardholders	15%	15%
Inactive or Non-Cardholders	81,084	356,218
Percent Inactive or Non-Cardholders	85%	85%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016



Standley Lake

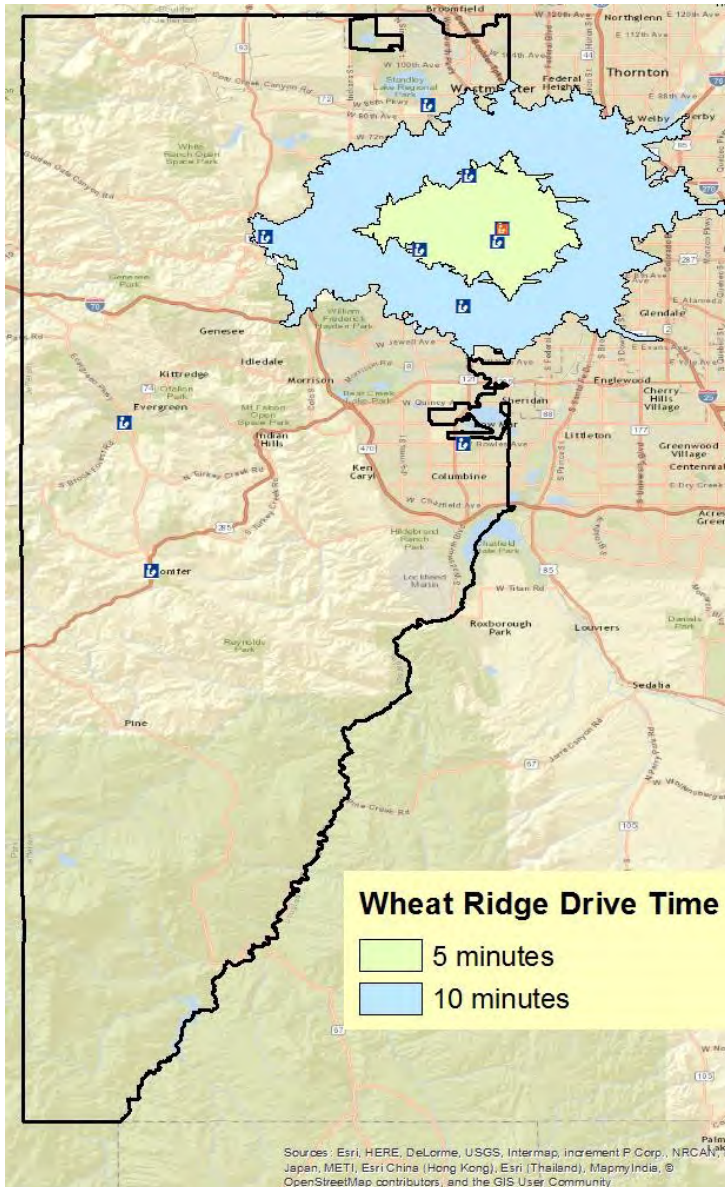


Quick Stats	5 Minutes	10 Minutes
Total Population	46,803	263,257
Active Cardholders	11,138	38,512
Percent Active Cardholders	24%	15%
Inactive or Non-Cardholders	35,665	224,745
Percent Inactive or Non-Cardholders	76%	85%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016





Wheat Ridge

Quick Stats	5 Minutes	10 Minutes
Total Population	150,714	609,512
Active Cardholders	20,853	64,543
Percent Active Cardholders	14%	11%
Inactive or Non-Cardholders	129,861	544,969
Percent Inactive or Non-Cardholders	86%	89%

**Note that not all of these people live in Jefferson County.*

Market Analysis | Wednesday, November 9, 2016



Square Foot Per Capita

Library	Square Footage	ADI Population	Square Foot Per Capita
Arvada	34,172	65,771	0.52
Belmar	31,500	129,994	0.24
Columbine	30,000	118,919	0.25
Conifer	8,885	10,342	0.86
Edgewater	1,500	6,272	0.24
Evergreen	27,367	28,315	0.97
Golden	13,500	46,539	0.29
Lakewood	24,900	46,879	0.53
Standley Lake	29,120	99,623	0.29
Wheat Ridge	6,525	14,865	0.44

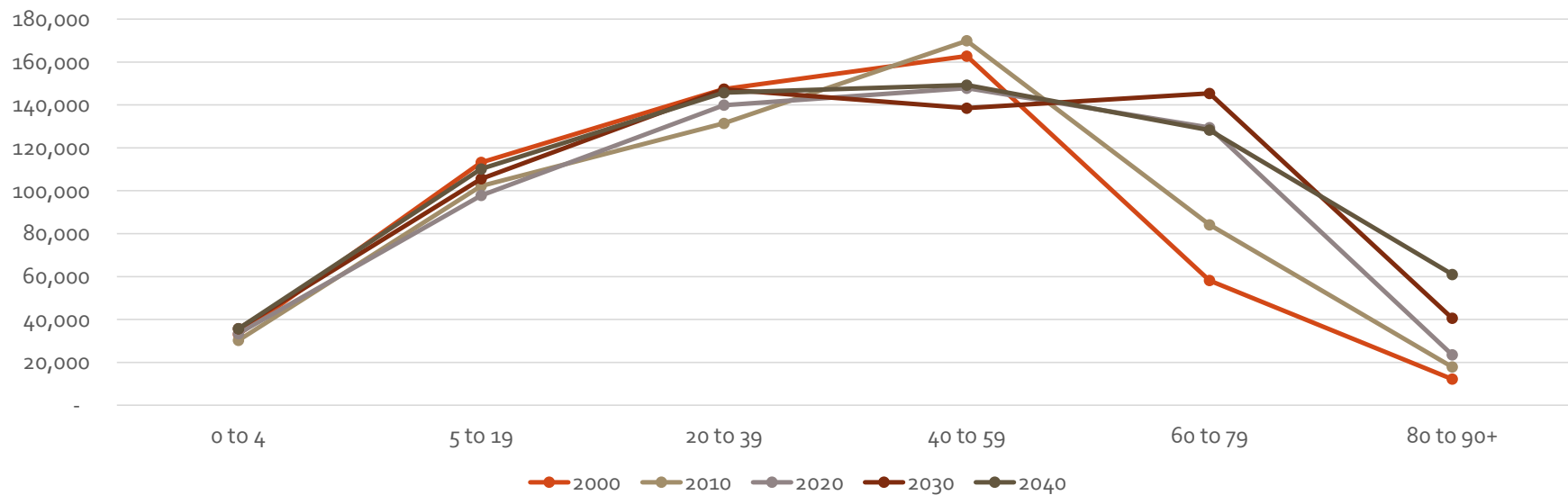
County Planning Demographics & Considerations

- County finds many of the senior population choosing to age in place. The County's population for people over 65 years old will also increase.
- By the year 2040, it is estimated that about 25.4% of the County's total population will be over 65, and almost 10% will be over 80 years. This aging factor will have considerable impacts on County facilities and services.*

**Jefferson County Comprehensive Master Plan, Jefferson County, Colorado, Planning and Zoning Division, October 9, 2013 | <file:///C:/Users/NickieHarber/Downloads/jefferson-county-comprehensive-master-plan.pdf> (Retrieved November 4, 2016)*

County Planning Demographics & Considerations

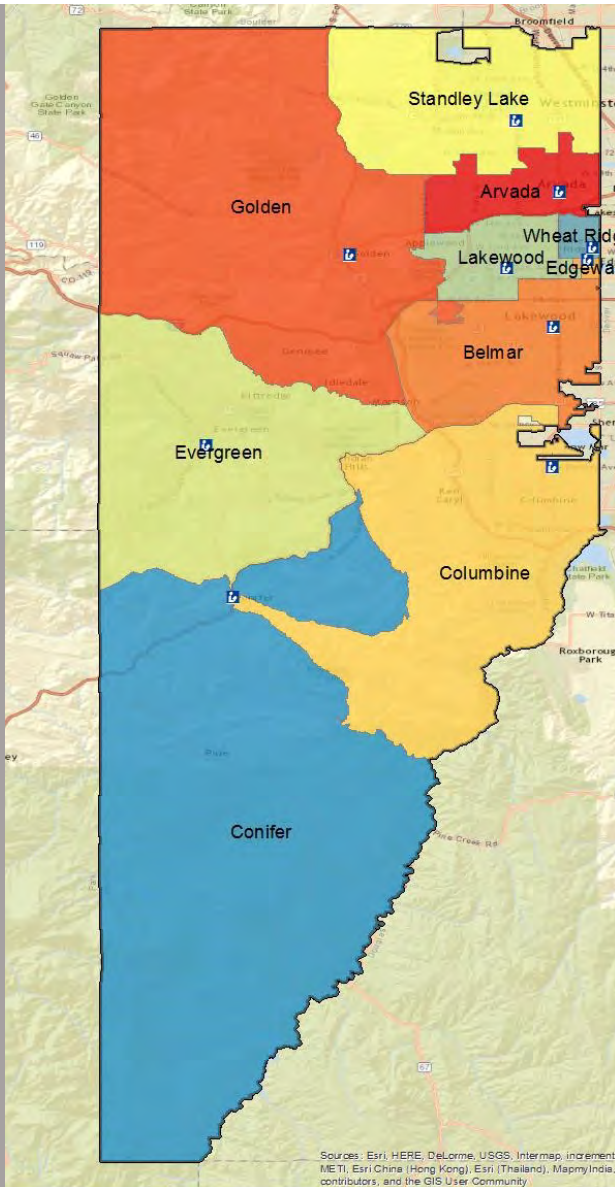
Population by Age Group 2000 to 2040

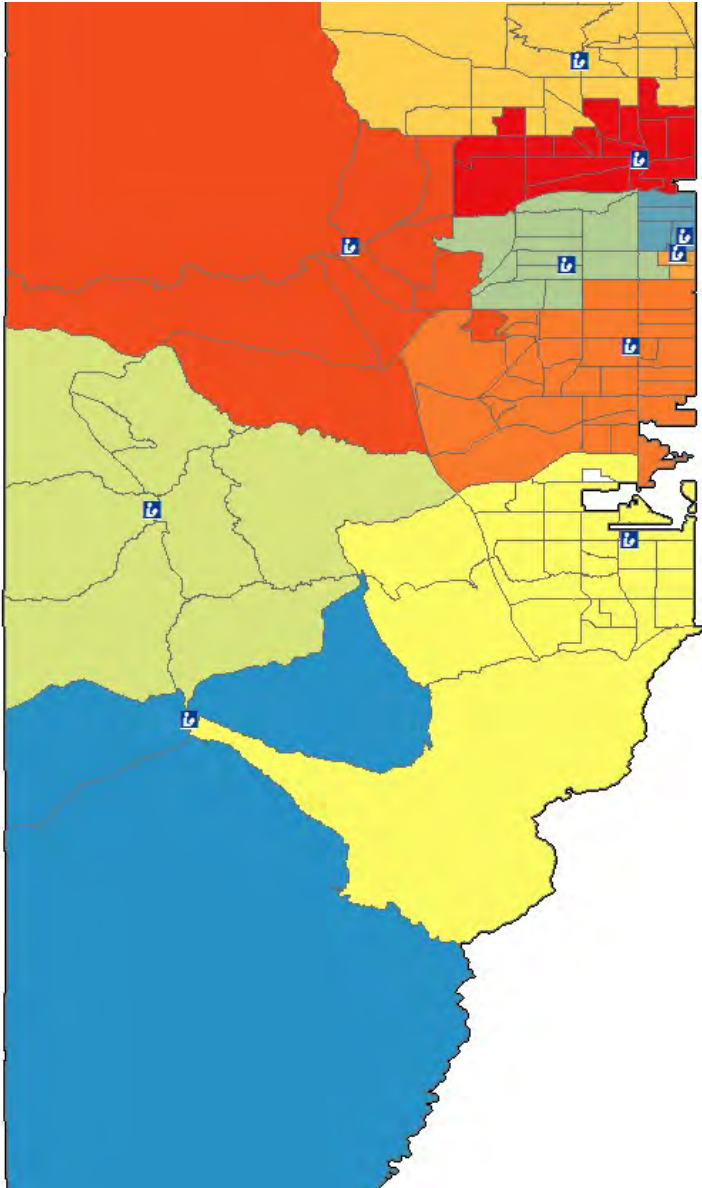


*Jefferson County Comprehensive Master Plan, Jefferson County, Colorado, Planning and Zoning Division, October 9, 2013 | <file:///C:/Users/NickieHarber/Downloads/jefferson-county-comprehensive-master-plan.pdf> (Retrieved November 4, 2016) | Source: US Census

Areas of Dominant Influence Methodology

- Each library location is assigned an area of dominant influence
- ADIs are created by assigning census tracts to each library location
- The library location with the most active cardholders within the census tract will be awarded the census tract to it's ADI
 - Based on customer's last activity location
 - If no last activity location is assigned to the customer, home location is used
- Only the part of the census tract within the library's service area is used.





JCPL Census Tract Assignments

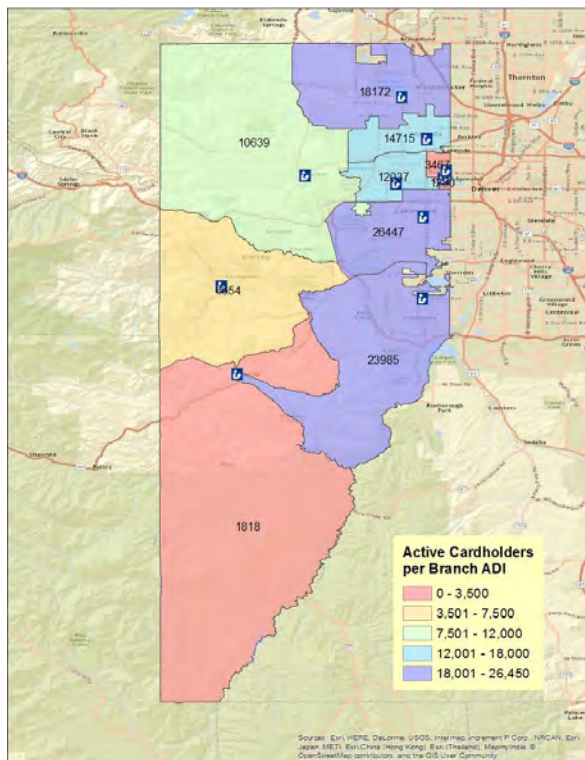
Branch ADI	Number of Census Tracts
Belmar	31
Standley Lake	24
Columbine	27
Arvada	16
Lakewood	12
Golden	10
Evergreen	8
Wheat Ridge	4
Conifer	3
Edgewater	2

Market Penetration by ADI

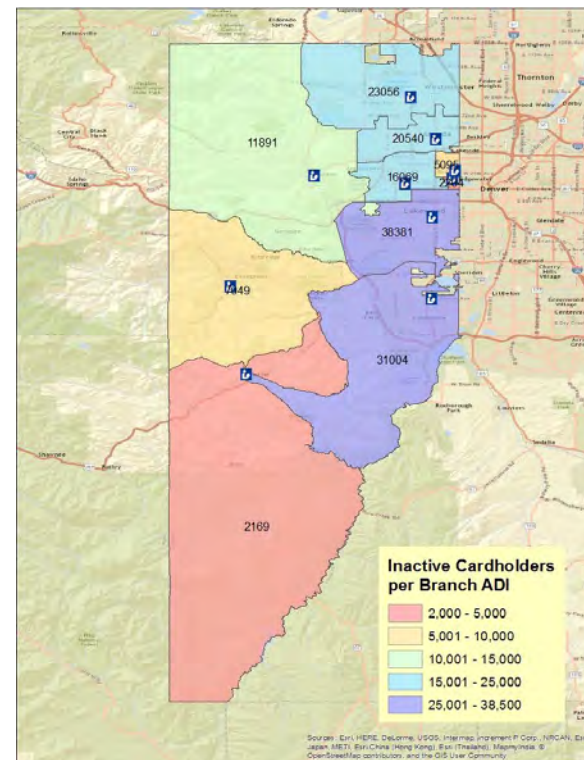
Branch ADI	Active HH in ADI	Total HH in ADI	ADI Market Penetration
Belmar	18,469	56,506	32.7%
Columbine	16,432	45,965	35.7%
Standley Lake	12,132	39,417	30.8%
Arvada	9,970	27,906	35.7%
Lakewood	7,968	21,281	37.4%
Golden	7,099	18,933	37.5%
Evergreen	4,345	11,566	37.6%
Wheat Ridge	2,467	7,208	34.2%
Conifer	1,218	4,374	27.8%
Edgewater	899	2,764	32.5%

ADI Maps

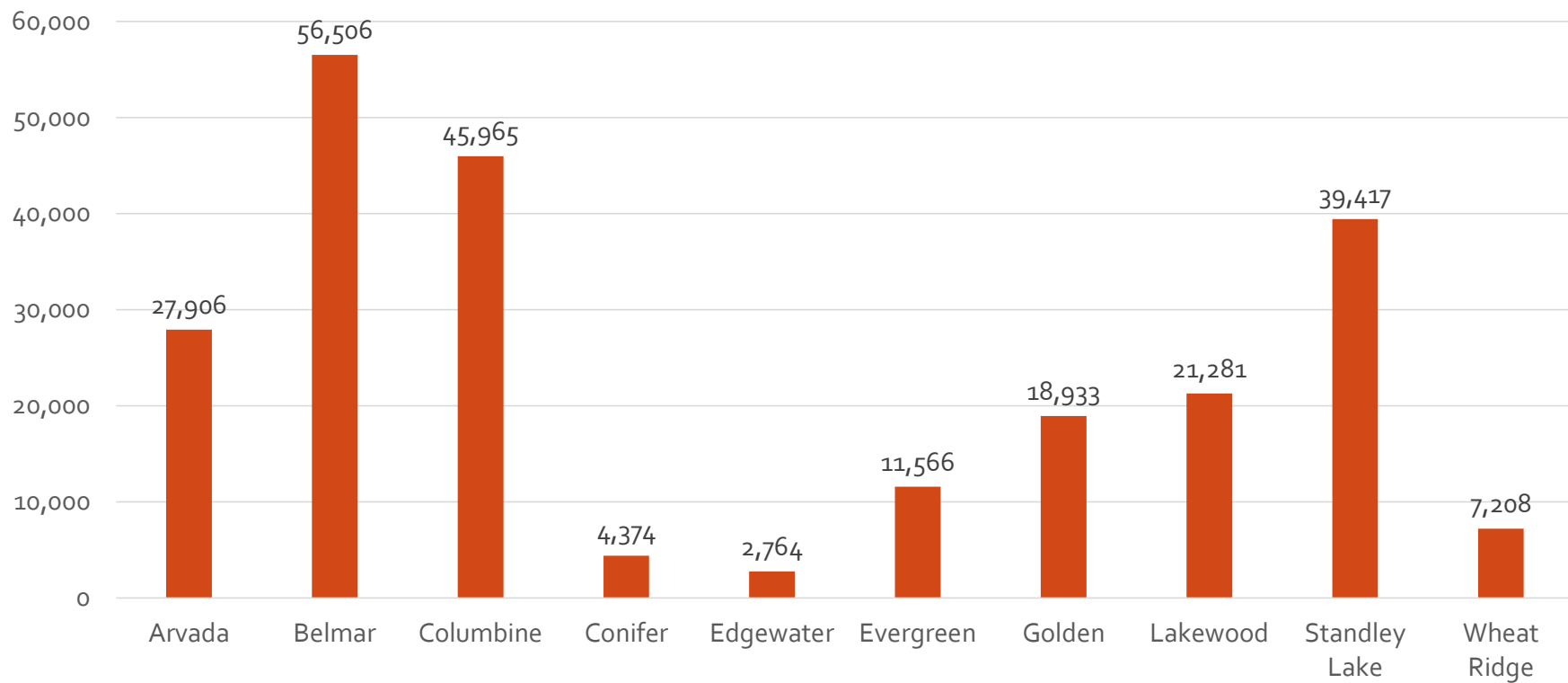
- Active Cardholders by ADI



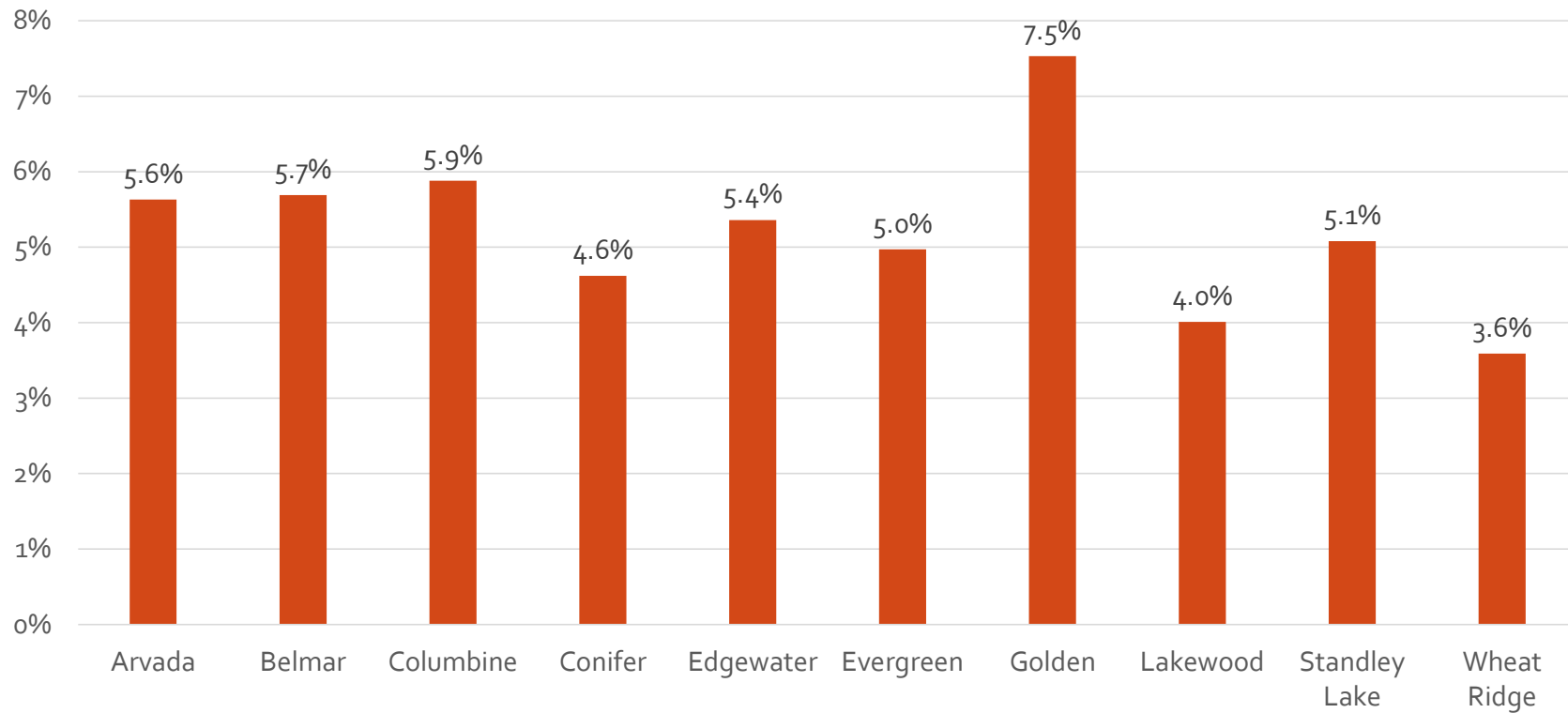
- Inactive Cardholders by ADI



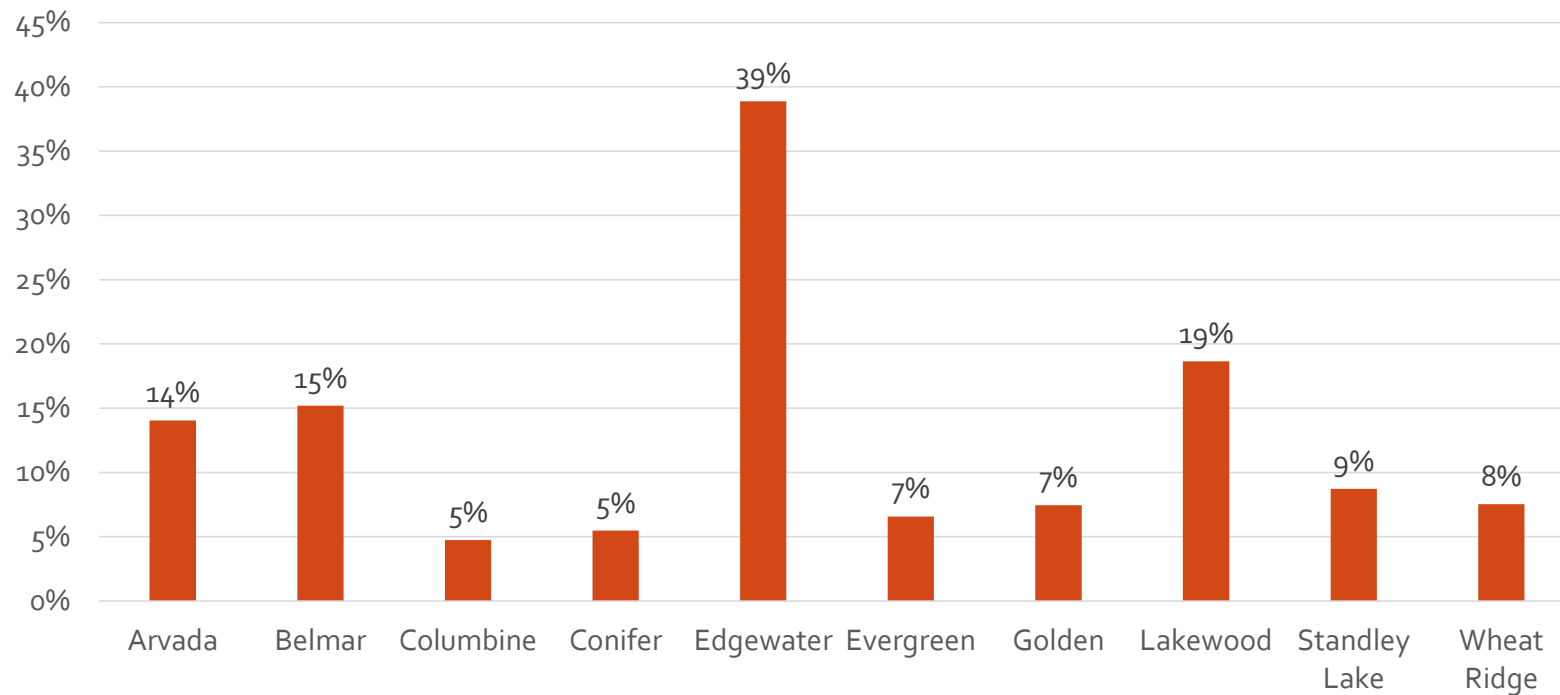
Households by ADI



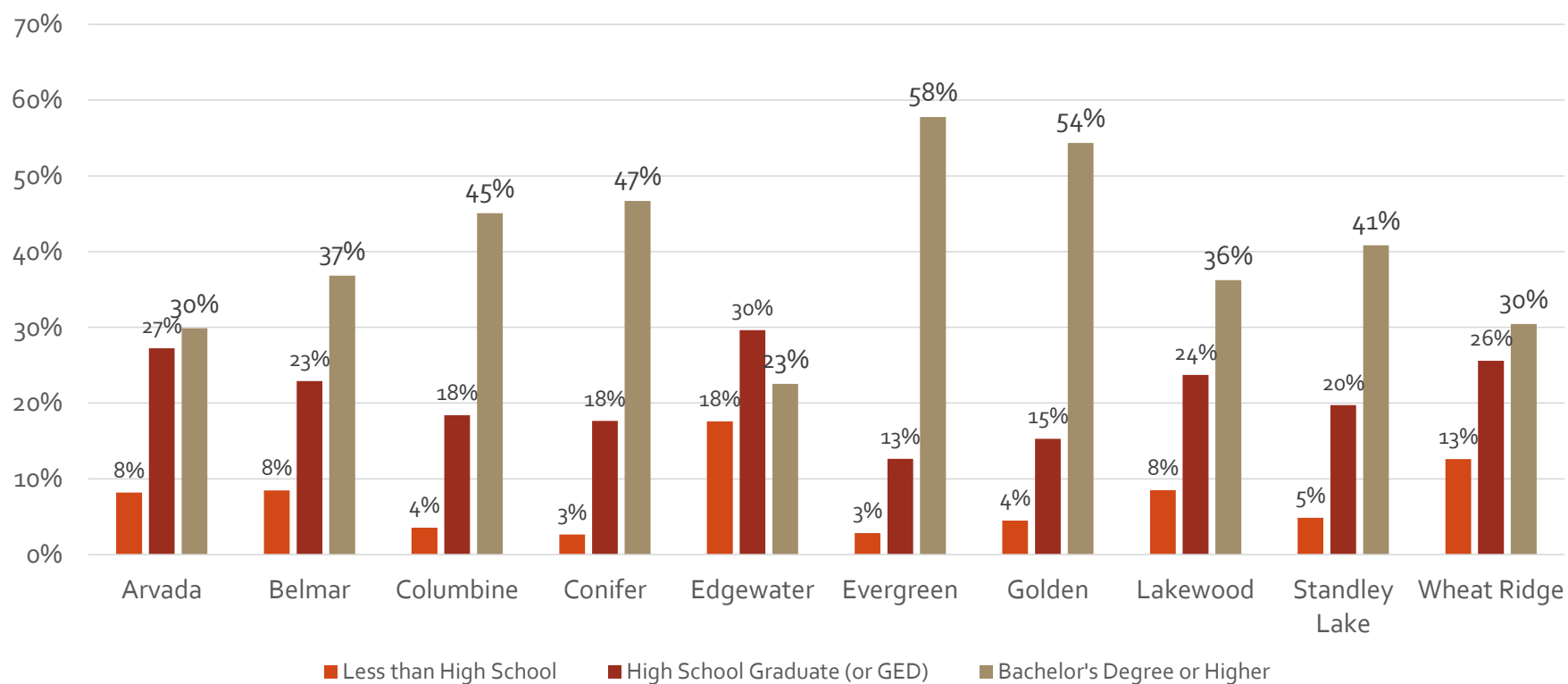
Projected Growth by ADI



Family HH Below Poverty by ADI



Education Levels by ADI



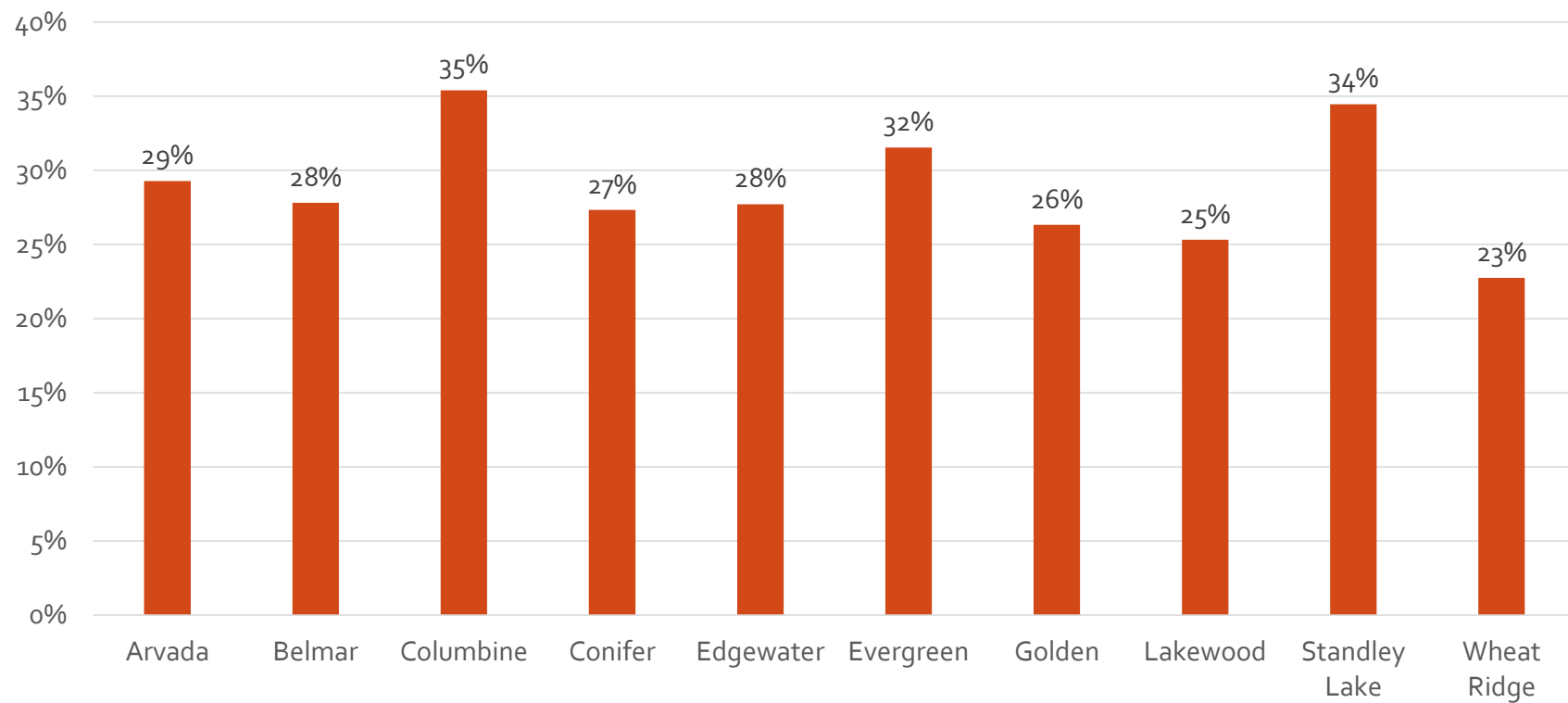
Categories not included: 1.) Some college, no degree 2.) Associate's Degree

Jefferson County Public Library

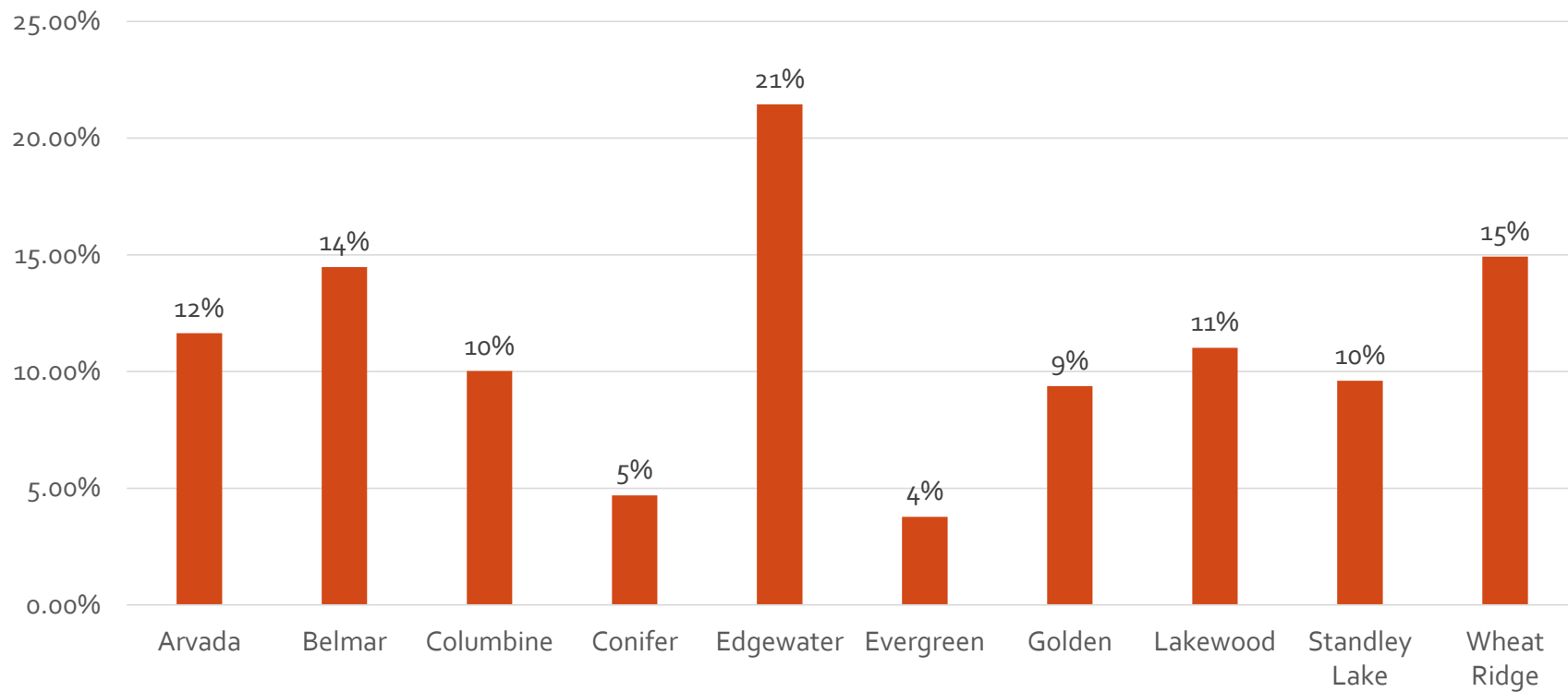
Market Analysis | Wednesday, November 9, 2016



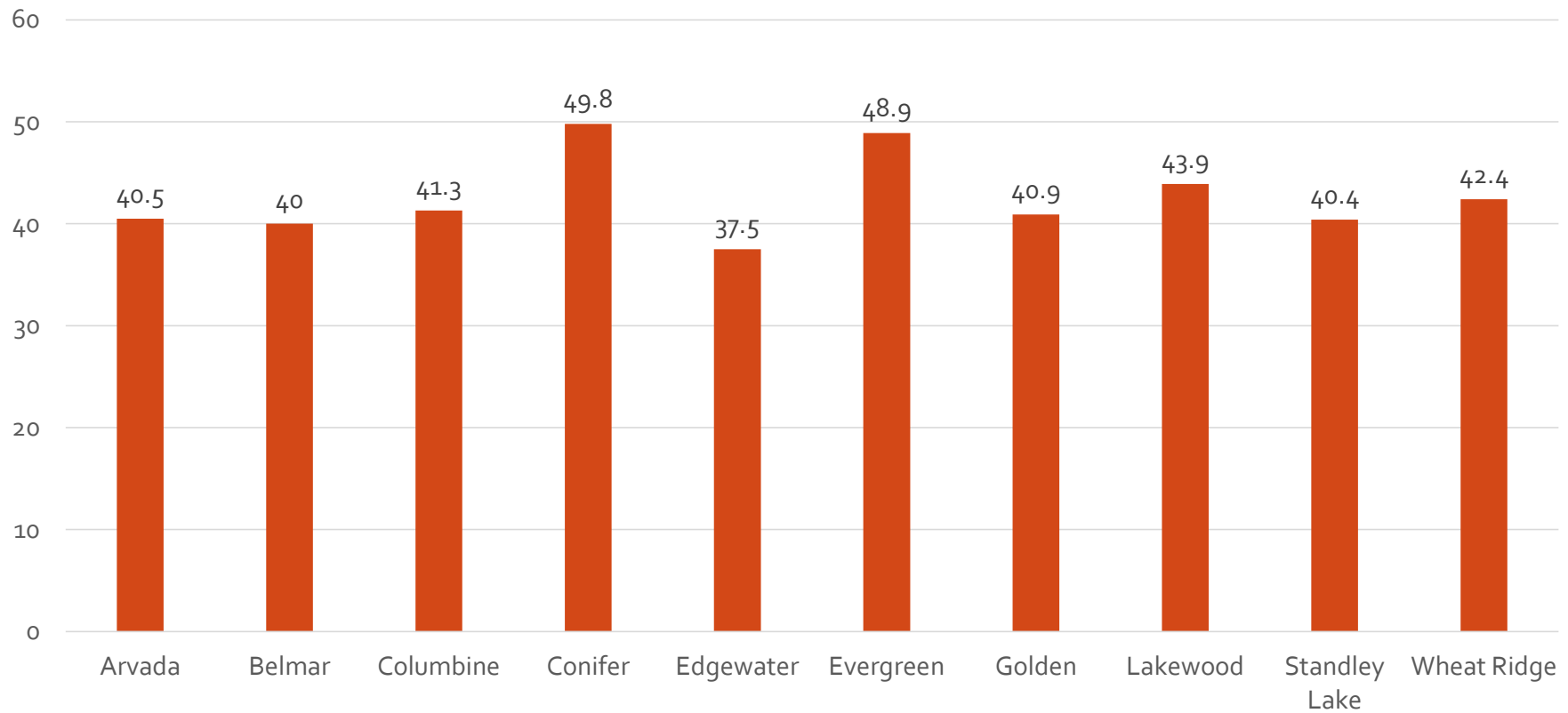
HH With Person Below 18 by ADI



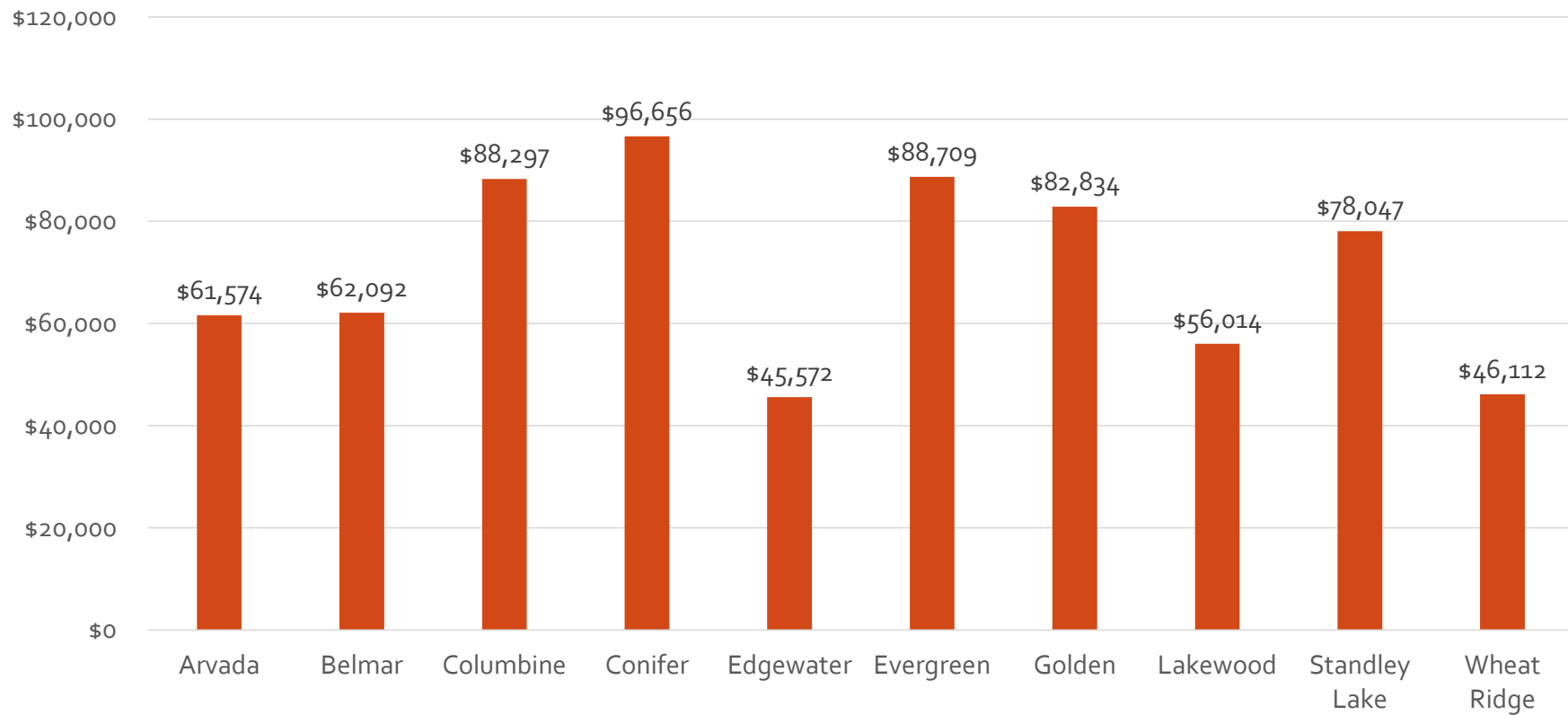
Non English Spoken at Home by ADI



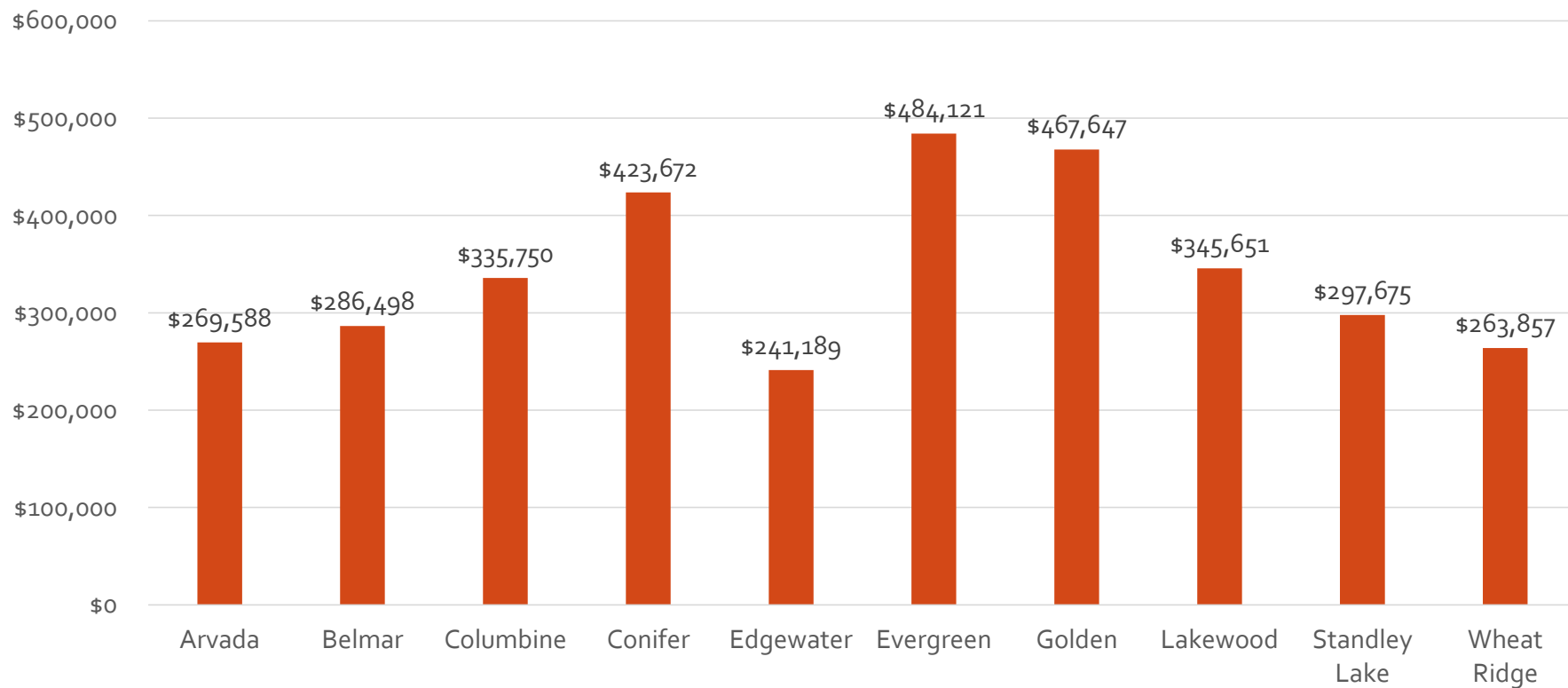
Median Age by ADI



Median HH Income by ADI



Median Housing Value by ADI



ADI Quick Stats

	Jefferson County	Arvada	Belmar	Columbine	Conifer	Edgewater
Population	568,554	65,771	129,994	118,919	10,342	6,272
Number of Households	235,800	27,906	56,506	45,965	4,374	2,764
Projected Growth 2016-21	5.52%	5.63%	5.69%	5.88%	4.62%	5.36%
Median Age	41.5	40.5	40.0	41.3	49.8	37.5
Households with person 18 and younger	30.36%	29.28%	27.80%	35.39%	27.33%	27.71%
Non-English spoken at home	11.02%	11.64%	14.48%	10.02%	4.69%	21.45%
Median Household Income	\$70,886	\$61,574	\$62,092	\$88,297	\$96,656	\$45,572
Median Housing Value	\$323,451	\$269,588	\$286,498	\$335,750	\$423,672	\$241,189

Jefferson County Public Library

Market Analysis | Wednesday, November 9, 2016

Orangeboy inc.

24

ADI Quick Stats (cont'd)

	Jefferson County	Evergreen	Golden	Lakewood	Standley Lake	Wheat Ridge
Population	568,554	628,315	46,539	46,879	99,623	14,865
Number of Households	235,800	11,566	18,933	21,281	39,417	7,208
Projected Growth 2016-21	5.52%	4.97%	7.53%	4.01%	5.08%	3.59%
Median Age	41.5	48.9	40.9	43.9	40.4	42.4
Households with person 18 and younger	30.36%	31.54%	26.33%	25.32%	34.46%	22.75%
Non-English spoken at home	21.33%	3.77%	9.38%	11.02%	9.60%	14.92%
Median Household Income	\$70,886	\$88,709	\$82,834	\$56,014	\$78,047	\$46,112
Median Housing Value	\$323,451	\$484,121	\$467,647	\$345,651	\$297,675	\$263,857

Jefferson County Public Library

Market Analysis | Wednesday, November 9, 2016

Orangeboy inc.

25

CONTRACT FOR CONSULTING SERVICES
(Jefferson County Public Library Long-Range Facilities Plan)

THIS CONTRACT FOR CONSULTING SERVICES (this “Contract”), dated for reference purposes only _____, 2017, is made and entered into by and between the JEFFERSON COUNTY PUBLIC LIBRARY, a body politic and corporate (the “Library”) and _____ (the “Consultant”).

RECITALS

- A. The Library distributed a Request for Proposal, Number _____ (“RFP”), dated _____, for a consultant to develop a 10-year facilities master plan for the Library.
- B. The Consultant submitted the proposal determined to be the most advantageous to the Library and the Consultant is capable and willing to perform the work in accordance with the terms and conditions of this Contract.

AGREEMENT

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 Consultant agree as follows:

- 1. **CONTRACT DOCUMENTS**. The “Contract Documents” shall consist of this Contract, the RFP, together with all addenda and attachments, the Statement of Work, attached hereto as Exhibit A, the Consultant’s Proposal Submittal, the Consultant’s Cost Proposal and Hourly Rates, attached hereto as Exhibit B, and Insurance Requirements, attached hereto as Exhibit C. The Contract Documents are all incorporated herein by this reference whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.
- 2. **DESCRIPTION OF SERVICES**. The Consultant shall provide complete and timely performance of everything described in or reasonably implied from the Contract Documents (the “Services”). The Consultant warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. The Consultant is fully informed regarding the Services to be provided pursuant to this Contract and any materials or equipment required. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.
- 3. **AUTHORIZED REPRESENTATIVES**. The Library designates _____ as the “Library Representative” under this Contract. The Consultant designates _____ as the “Consultant Representative” under this Contract. The Consultant Representative shall have the authority to bind the Consultant with respect to the Services and shall be present at the work site as necessary to assure the Consultant’s satisfactory performance. The Consultant Representative shall also be responsible for advising the Library Representative of the status of the Services and agrees to take direction only from the Library Representative and to comply promptly and fully with the

reasonable requests and directives issued by the Library Representative from time to time. The Library may change its representative at any time by notice to the Consultant. The Library must approve a substitute Consultant Representative, and, if no substitute is acceptable, the Library may terminate this Contract.

4. **CONTRACTOR'S PROJECT SCHEDULE.** The Consultant shall submit a bar chart schedule for the Work (the "Project Schedule") beginning with notice to proceed and concluding with Substantial Completion prior to the commencement of the Work and shall coordinate on a daily basis with the Library's project manager. The Project Schedule shall include all lead time for the Work, as well as activities to indicate work by others that may affect the Consultant's Work, if applicable. It shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. The Project Schedule shall also include a schedule of values, developed in accordance with the fee schedule in Exhibit B, broken down by the deliverables identified in the Statement of Work.

The Project Schedule shall be approved by the Library Representative prior to receipt of the first payment by the Consultant. Schedule updating shall be done on a monthly basis, or more often as necessary (each a "Schedule Update"). The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents. All costs associated with the development and maintenance of the Project Schedule shall be borne by the Consultant. Acceptance by the Library of the Consultant's Project Schedule does not relieve the Consultant of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Consultant's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities or duration of the Consultant's Project Schedule.

5. **PRICE AND PAYMENT.**

- a) The Library shall pay the Consultant the not-to-exceed sum of \$_____ (the "Contract Price") in accordance with the fee schedule identified in Exhibit B.
- b) If the time period for performance of the Services exceeds 30 calendar days, the Consultant may submit invoices no more frequently than on a monthly basis that itemize the Services completed since the last invoice. The Consultant shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the Library to enable the Library to verify the appropriateness of the invoice. The Library shall pay each invoice within 30 calendar days of the Library Representative's approval of the invoice and the Services described therein.
- c) Invoice detail must reference the schedule of values developed in the Project Schedule.
- d) Except as expressly provided in the Contract Documents, the Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment or administrative (copies, telephone, supplies, etc.) costs.
- e) Incorrect payments to Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Contract or other contracts between Library and Consultant.

6. **PERIOD OF PERFORMANCE.** The Consultant shall begin work on or before the date set forth in

the notice to proceed (the “Start Date”) and fulfill all of its obligations within ____ calendar days from the Start Date (the “Completion Date”). The Consultant acknowledges that the Library will not issue a Notice to Proceed until the Library has received an acceptable certificate of insurance.

7. **APPROVAL AND ACCEPTANCE OF SERVICES.** The Library Representative shall be the sole judge of the acceptability of the Services by the Consultant and the sufficiency of any supporting data submitted by the Consultant. If, at the sole discretion of the Library, conferences with the Consultant are necessary or desirable to explain or correct Services, the Consultant shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.
8. **SECURITY AND ON-SITE PROCEDURES.** At the option of the Library, all on-site personnel utilized by the Consultant shall undergo background checks and will be issued Consultant badges. Personnel utilized by the Consultant shall be required to display badges at all times while working on-site. The Consultant shall be required to return to the Library project manager all badges issued to the Consultant, its employees and agents, within 10 days of the Completion Date (the “Return Date”). If the Consultant is unable to return all issued badges on or before the Return Date, then the Library will charge the Consultant fifty dollars (\$50.00) per missing badge which sum shall be deducted from any sum payable hereunder before final payment to the Consultant.
9. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof. The Contractor’s rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. The terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the Library notwithstanding any signatures on such form by a Library employee. Any Library employee’s signature on Contractor’s forms shall be effective only to establish receipt of services. This Contract may only be modified or amended by a writing signed by the authorized signatories of the parties.
10. **CHANGES IN SERVICES.** The Library Representative, by written instructions issued to the Consultant, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. The Library Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Library Board of Trustees to initiate or process change orders affecting the Contract Price or quantity of services to be performed.

The Consultant shall not commence any changed or increased Services prior to receipt of the required duly executed change order or contract amendment. The Library shall have no duty or obligation to compensate or reimburse the Consultant for any additional Services not specifically authorized as provided herein.
11. **TERMINATION.** The Library reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further Services for the Library under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the Library. The Library shall pay the Consultant for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the Library to be completed prior to termination and

satisfactorily performed. In the event that the Library terminates this Contract for cause, the provisions of the paragraph titled Damages shall apply.

12. **DAMAGES**. If the Consultant fails to comply with any material provision of the Contract, the Consultant shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the Library because of such failure.

All time limits stated in this Contract are of the essence. The Consultant's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the Library, including, without limitation, the Library's cost to complete the Services together with any other expenses incurred, as determined by the Library. The Library may offset any amounts owed to it as damages against any monies due and owing to the Consultant under this Contract. In addition, the Library shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS, PERSONAL SERVICES**. The Consultant shall not assign this Contract, employ or replace any sub-contractor without the prior written approval of the Library Representative. The Consultant shall be responsible for the acts and omissions of its agents, employees and sub-contractors. The Consultant shall bind each sub-contractor to the terms of this Contract. The Library may terminate this Contract if the Consultant assigns or subcontracts this Contract without the prior written consent of the Library Representative, and any such assignment or subcontracting shall be a material breach of this Contract. This Contract is a personal services contract pursuant to which the Library intends to obtain the personal services of the Consultant Representative designated whose knowledge, skills and experience are deemed essential to satisfactory performance of the Services.

14. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND**

UNEMPLOYMENT INSURANCE. The Consultant is an independent contractor and is not an agent, servant or employee of the Library. The Consultant and its employees are not entitled to workers' compensation benefits through the Library. The Consultant is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Consultant and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the Library. The Consultant 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.

15. **INSURANCE**. The Consultant 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 Contract, 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 C attached hereto. The Consultant shall provide certificates evidencing such coverage to the Library Representative prior to commencing the Services and during the term of this Contract shall provide the Library written evidence of continuing insurance coverage within three (3) business days of a request from the Library. The Consultant 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 Contract. If requested by the Library, the Consultant shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the Library with notice of cancellation of the policy. The Consultant shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

- 16. CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Consultant prior to commencement of the Services to:

Manager of Budget & Finance
Jefferson County Public Library
10200 W 20th Ave.
Lakewood CO 80215
contracts.jcpl@jeffcolibrary.org

Within a reasonable time after submittal, the Library shall either approve the certificates of insurance or notify the Consultant of any unacceptable conditions stating the specific reasons therefor. The Consultant shall promptly re-submit an acceptable certificate of insurance, which the Library shall review within a reasonable time. The Library shall not issue a Notice to Proceed until all required certificates of insurance have been accepted by the Library. Certificates of insurance shall name Jefferson County as an additional insured as its interest may appear.

- 17. INDEMNIFICATION.** The Consultant shall indemnify, defend and hold the Library and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Consultant, its officers, employees, sub-Contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Consultant under this Contract; and (3) use by the Consultant of any intellectual property in connection with the Services (whether such intellectual property is owned by the Consultant or a third party) or the incorporation by the Consultant of intellectual property into the Services.
- 18. EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant 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, gender identity, veteran status, or any other basis prohibited by federal, state or local law.
- 19. ILLEGAL ALIENS/AUTHORIZATION TO WORK.** If the Consultant has any employees or subcontractors, the Consultant shall comply with C.R.S. §8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- a) The Consultant shall not:
- i) Knowingly employ or contract with an illegal alien to perform work under this Contract;
 - or

- ii) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- b) The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Contract through participation in either the E-Verify Program or Department Program.
- c) The Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- d) If the Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall:
 - i) Notify the subcontractor and the Library within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e) The Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- f) If the Consultant violates this provision of this Contract, the Library may terminate the Contract for a breach of contract. If the Consultant is so terminated, the Consultant shall be liable for actual and consequential damages to the Library as required by law.
- g) The Library will notify the Office of the Secretary of State if the Consultant violates this provision of this Contract and the Library terminates the Contract for such breach.

20. NON-APPROPRIATION. The payment of Library obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The Library's fiscal year is currently the calendar year.

21. WARRANTIES. The Consultant represents and warrants that:

- a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Consultant to the Library;
- b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;
- c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

- d) The execution, delivery and performance of this Contract by the Consultant does not and will not:
- (1) require the consent of any undisclosed person or entity,
 - (2) violate any legal requirement or
 - (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Consultant is bound or affected.

22. NOTICES.

- (a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

<u>The Library:</u> Jefferson County Public Library Attn: Manager of Budget & Finance 10200 W. 20 th Ave. Lakewood, CO 80215 Tel: 303-235-5275 E-mail: contracts.JCPL@jeffcolibrary.org	<u>The Consultant:</u>
<u>with a copy to:</u> Jefferson County Attorney 100 Jefferson County Parkway Golden, Colorado 80419-5500 Tele: 303-271-8900 E-Mail: CAOContracts@jeffco.us	

All Key Notices to the Library shall include a reference to the Contract including the Consultant's name and the date of the Contract.

- (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, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby

forever waive such defense. For purposes of this Contract, 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.

23. MISCELLANEOUS PROVISIONS.

- a) Compliance with Laws. The Consultant shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Consultant or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Consultant shall procure all necessary approvals, licenses and permits at its own expense.
- b) Officials Not to Benefit. No elected or employed member of Jefferson County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.
- c) Conflict of Interest. The Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Consultant 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 things or information provided by the Library to the Consultant or to which the Consultant has access during the performance of the Services (the “Library Documents”) and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Consultant (the “Deliverables”) shall be and remain the sole property of the Library at all times; and the Consultant shall not use any of the Deliverables or Library Documents for any other purpose. The Library shall retain all right, title and interest in and to both the Library Documents and the Deliverables. The Consultant shall provide to the Library all of the Deliverables and return all Library Documents by the Completion Date or the earlier termination of this Contract. The Consultant shall not disclose to any third party any Library Document or Deliverable 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 Consultant’s performance of the Services, Consultant may have access to certain confidential and proprietary information owned by the Library that may be disclosed to Consultant and Consultant’s employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Consultant or Consultant’s employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract 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 Consultant or Consultant’s employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the Library promptly upon the cancellation, termination or completion of this Contract.

- f) Governing Law, Forum, Venue. This Contract 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 or County Court in and for the County of Jefferson, State of Colorado.
- g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, 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.
- h) Sales Tax Exemption. The Consultant will not be required to pay Colorado State sales and use taxes for the Services. The Consultant 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.
- i) Waiver. This Contract 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 Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- j) No Third Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the Library and the Consultant. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract 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 Consultant that any such person or entity, other than the Library or the Consultant, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- k) Records Retention. The Consultant 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 Contract unless the Consultant 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 Consultant.
- l) Execution by Counterparts; Electronic Signatures. This Contract 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 Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- m) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

JEFFERSON COUNTY PUBLIC LIBRARY

By: _____
Pamela Nissler, Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

This Contract for Consulting Services was acknowledged before me this _____ day of _____, 2017, by Pamela Nissler, Executive Director of Jefferson County Public Library.

Notary's official signature

Commission expiration date

APPROVED AS TO FORM:

Kurtis D. Behn
Assistant County Attorney

CONTRACTOR:

By: _____
Name: _____
Its: _____

STATE OF COLORADO
COUNTY OF _____

This Contract for Consulting Services was acknowledged before me this _____ day of _____, 2017, by _____ as _____

Notary's official signature

Commission expiration date

EXHIBIT A
Statement of Work

EXHIBIT B
Consultant's Cost Proposal and Hourly Rates

	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
III	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
IV	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. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	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.	\$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.	\$1M CSL per accident
	Professional Liability/Errors and Omissions limits	\$1M ea occurrence \$2M aggregate
	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 to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or 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
V	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required

memorandum



To: Pam Nissler, Executive Director JCPL
From: Kurt Jungwirth, Facilities Manager & Julianne Rist Director of Public Services
Re: Library 2 You Sprinter Van
Date: September 5, 2017

Background:

This year (2017) the Bookmobile has been showing its wear and age. The library has been working with County Fleet in keeping the vehicle on the road and has replaced two major parts (the generator and the transfer case). So far this year the bookmobile has been out of service for 41 days. During this time in order to continue to provide library service to the scheduled stops the library rented a Sprinter van to transport and check out materials at a cost of \$2,730.39. The 2018 budget includes purchasing a van for Library 2 You as part of their masterplan. Due to the high number of days the bookmobile has been out of service and the rental costs. The library would like to move up the purchase of the van so that we have it as both the planned outreach lobby stop service and as a backup for when the bookmobile is in the shop.

The library has consulted with County fleet, who said there is a possibility to do this in 2017 if the following conditions are met,

1. The library has money in its budget to purchase the vehicle (Finance says that we have enough in the contingency budget to cover this; \$95,250 total (van \$85,000 / IT equipment \$10,250).
2. The vehicle can be delivered by December 15, 2017 in order to avoid any carry over into the 2018 budget year.

Library staff and County fleet developed the specifications for the vehicle which County sent out to bid with a closing date of September 18, 2018. If we receive a qualified bid that states the vehicle can be delivered by December 15 we will be bringing a recommendation to the board to purchase the van. If we do not have a qualified response we will be resending out the specifications for January 2018 for the vehicle.

JEFFERSON COUNTY PUBLIC LIBRARY DONATION AND NAMING AGREEMENT

This Donation and Naming Agreement (“Agreement”), dated for reference purposes only this 8th day of August, 2017, is between Julia Hill-Nichols (the “Donor”), the **Jefferson County Library Foundation, Inc.**, a Colorado non-profit corporation (the “Library Foundation”), and the **Jefferson County Public Library** (the “Library”). The Donor, Library Foundation, and Library are collectively referred to herein as the “parties”, and hereby agree as follows:

WHEREAS, the Donor desires to make a donation in the amount of \$5,000 (the “Donation”) for the 2017 Columbine Remodel Project (“Project”); and

WHEREAS, the Library Foundation and the Library are proud to recognize the Donation by providing naming rights to the Donor at the Project, as more fully set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Recitals to this Agreement are true and correct, and are incorporated herein.

The Donor pledges to make a Donation to the Library Foundation of \$5,000, payable in one lump sum on or before Nov. 1, 2017, to aid funding of the Project.

2. Donation payments are to be payable to the Jefferson County Library Foundation, Inc., and mailed or hand delivered to the following address:

Jefferson County Library Foundation, Inc.
10790 W 50th Ave., Suite 200
Wheat Ridge CO 80033.

3. The Donor, Library Foundation, and Library agree that the Donation will be used for the Project to name the Columbine Library Art Wall and as an expression of appreciation the name Van Nichols (“Donor Name”) shall be displayed at the remodeled Columbine Public Library.
4. The Donation may be invested, commingled, or merged with and become part of the general endowment funds and investment assets of the Library Foundation. Guidelines established by the Library Foundation Board of Trustees from time to time determine the investment, allocation of return on investment, and distribution of endowment funds and the allocation of income, loss, fees and expenses associated with endowment funds and securing and administering endowment funds. The Donation and all accounting of the Donation will be subject to these guidelines.
5. No items recognizing the Donation will be ordered until the full amount of the Donation has been received by the Library Foundation.

6. The parties agree that this naming is contingent on and subject to prior approval by the Library Board of Trustees. In the event that the Board does not approve, the full Donation will be returned to Donor within 14 business days
7. If, in the opinion of the Library Board of Trustees or the Executive Director of the Library, all or part of the Donation cannot, in the future, be applied usefully to the above purposes, it may be used for any related purpose which, in the opinion of the Executive Director of the Library will most nearly accomplish the wishes of the Donor as expressed herein.
8. This Agreement is governed by Jefferson County Public Library's Naming Policy and Guidelines, which are incorporated herein. By entering into this Agreement, the Donor agrees to all of the conditions contained therein, including the following:
 - a. Signage:

The sign acknowledging the naming of the space will be placed in a prominent location near the named space, and its design shall be consistent with the Library's image and building design requirements. The wording of the sign shall be mutually agreed upon by the Donor and the Executive Director of the Jefferson County Public Library.
 - b. Duration:

These naming rights are will last through December 31, 2027. Donor will be given first right of renewal at the end of the naming period to extend the naming rights for an additional donation to be mutually determined by the parties.
 - c. Approvals:
 - (i) All naming acknowledgements will be approved by the Library Board of Trustees.
 - (ii) A re-approval process with input by the Donor shall be necessary in the following situations:
 - (a) Major renovation of the space;
 - (b) Sale, destruction, removal or abandonment of the facility; or
 - (c) A change in the name, business focus or viability of the Donor entity.

Should the Donor for which the space is named violate acceptable standards of integrity and civic leadership, the Library, in its sole discretion, may elect to remove the Donor's or Honoree's name from the Library.
- d. Payment: No donations will be refunded for any reason unless the Library is unable to fulfill their obligations due to unforeseen circumstances.
9. Tax Consequences. Donor, and not the Library Foundation or the Library, is solely responsible for determining the tax consequences to Donor of the within transaction including, without limitation, any monetary value assigned to the naming right.
10. Venue and Governing Law. Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this transaction shall be governed by the laws of the State of Colorado.

11. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.
12. Amendments to Agreement. This written Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions or obligations regarding the subject matter of this Agreement, other than those expressly set forth herein, shall be of any force and effect. No modification, change or alteration of this Agreement shall be of any force or effect, unless in writing, signed by both parties.
13. Further Acts. Donor, the Library Foundation, and the Library agree to perform or cause to be performed such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.
15. Donor, the Library Foundation, and the Library have each been advised by counsel in the drafting of this Agreement, and accordingly hereby agree that in the event a dispute arises between them, the terms of this Agreement shall not be construed against or in favor of either party as draftsman.

[SIGNATURES FOLLOW ON NEXT PAGE]

Jefferson County Library Foundation

By: Jo Schantz, Executive Director

Date: _____

STATE OF COLORADO)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Jo Schantz, as Executive Director of the Jefferson County Library Foundation, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

Jefferson County Public Library

By: Pamela Nissler, Executive Director

Date: _____

STATE OF COLORADO)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Pamela Nissler, as Executive Director of the Jefferson County Public Library.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public