

SPECIAL BOARD MEETING AGENDA

Jefferson County Public Library Board of Trustees

ITEM# / ACTION	Thursday, September 13, 2018 – PAM NISSLER CONFERENCE ROOM AT LIBRARY ADMINISTRATION
1.	Call to order & attendance (4.5.8)
2. Action	Approve Agenda Call for motion and second
3. Action as Needed	<ul style="list-style-type: none"> • Financial Review – Barbara Long, Interim Director of Budget & Finance <ul style="list-style-type: none"> ○ Amendment to Print Services Contract with Lewan • Facilities & Construction projects – Steve Chestnut, Director of Facilities & Construction Projects <ul style="list-style-type: none"> ○ Belmar Library Renovation – Architect Process and Selection ○ Foothills Recreation - Library IGA
4. Action as Needed	Consent Agenda (4.3.4) <ul style="list-style-type: none"> • Nominating Committee Reports to Board
5. Action as Needed	Ends <ul style="list-style-type: none"> • 2020 Strategic Planning
6. EXECUTIVE SESSION Action	EXECUTIVE SESSION: Call for Motion: To adjourn the special meeting of the Library Board of Trustees and reconvene in Executive Session pursuant to CRS 24-6-402(4) (e) (I) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators
7. Reconvene Regular Meeting	Executive Session Summary
8. Adjournment	

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



jeffcolibrary.org

To: Donna Walker, Executive Director
From: Barbara Long, Interim Director of Budget & Finance
Date: Sept 1, 2018
RE: Amendment to Print Services Contract with Lewan

History of Contract:

The library owns printers and copiers which are used both for the public and for library staff. Lewan has been providing print services (maintenance and consumables for copiers and printers) since 2011. As part of the 2019 budget process, print services were identified as an area where cost savings should be pursued. This contract is the result of negotiations with Lewan and replaces three separate contracts. This contract is being submitted for Board approval because the annual expense for this consolidated contract is likely to exceed \$50,000.

Cost Impact:

The updated contract will result in cost savings including an immediate credit of \$12,000 to the library.

Printer/Copier Type	Per Print Old Cost	Per Print New Cost	Price Difference
B/W Xerox	0.012	\$0.011	-0.001
Color Xerox	0.086	\$0.070	-0.016
B/W Sharps	0.027	\$0.028	0.001
B/W Printers	0.019	\$0.018	-0.001
Color Printers	0.160	\$0.140	-0.020

Other Features:

The updated contract provides flexibility for the library with a one year term and no monthly minimum charge for prints.

Next Steps:

Request Board authorization at the September 20th meeting for the Executive Director to sign the amended contract with Lewan for print services for one year.



memorandum

To: Donna Walker, Executive Director
From: Steve Chestnut, Director of Facilities and Construction & Julianne Rist Director of Libraries
Re: Belmar Library Renovation Architect Process and Selection
Date: August 30, 2018

The RFP for architectural and engineering services for the Belmar Library renovation was posted and closed in August. Ten firms responded to the RFP with a bid. With the support of NV5, the selection team interviewed four firms. We anticipate recommending one of these firms to the Board of Trustees at the September 20 meeting.

This RFP is slightly different from the Columbine Library renovation in that it is a two-phased approach to contracting and costing for design and engineering services.

Phase 1

- Firm selected submits a fee schedule for the initial schematic design phase.
- Schematic design process proceeds with input from the Belmar community, input from our building program of services, and input from staff.
- Firm provides both a schematic design and preliminary budget figures associated with that design.
- Board has an opportunity for decision-making.

Phase 2

- Architecture and engineering fees for Design Development and Construction are based upon the actual design
- Design and Construction Documents developed

We believe this two-phased process will allow us to negotiate a lower costs for architectural and engineering services. It also allows a check in with the Board before we proceed with design development and construction.

We will be asking for Board authorization for this RFP in two phases as well.

- September 20 Board meeting - BOT to authorization to enter into a contract with the recommended firm for phase 1 of the RFP.
- After the completion of phase 1 - recommendation to the Board for Phase 2 contracts.



Jefferson County
PUBLIC LIBRARY

memorandum

To: Donna Walker, Executive Director JCPL
From: Steve Chestnut, Director of Facilities and Construction
Re: Foothills Recreation - Library IGA
Date: August 30, 2018

County Open Space has been working on deeding the land that is Clement Park to Foothills Recreational District. That transfer is about to be completed. To assure that the Library's interests and access are guaranteed our County Attorney's office has drafted the attached IGA between Foothills Recreational District and the Library.

The intent of the IGA is to update an older water agreement and assure access to the library since the library property is basically an island surrounded by Clement Park property. In summary the agreement says;

- Foothills will give us an easement for access into Columbine
- Foothills will continue to give us irrigation water at no cost to the Library
- Foothills will maintain the access road that enters the park and provides access to the Columbine Library property
- The Library will share 50% of the cost for maintaining the access road to the first intersection where the Library is accessed. The cost of that yearly maintenance shall not exceed \$2000 per year without the Library's written consent in advance.
- In 2018, the Library will pay \$6000, 50% of the total cost, for slurry coating the access road
- The Foothills and the Library will meet annually to discuss the access road maintenance needs so that appropriate budgets can be requested.
- The Library is responsible for their own sign at the point of entry.

Mr. Snyder, the County Attorney that is working on the IGA, has asked that we review the documents to assure they meet our needs. I would ask that we include that draft in the Boards study packet so that they can comment and/or approve of the draft so that Mr. Snyder can pursue execution by Foothills Recreation District. Once approved by Foothills the agreement will come back to our Board for their authorization. Please let me know if you have any questions or concerns.

ROAD MAINTENANCE AND WATER SERVICE INTERGOVERNMENTAL AGREEMENT

THIS ROAD MAINTENANCE AND WATER SERVICE INTERGOVERNMENTAL AGREEMENT (“IGA”), dated for reference purposes only this _____ day of _____, 2018, is between the **JEFFERSON COUNTY PUBLIC LIBRARY** (the “Library”) and the **FOOTHILLS PARK AND RECREATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado** (“Foothills”)(collectively the “Parties” and individually a “Party”).

RECITALS

- A. The Library is the fee owner of the property described in **Exhibit A** attached hereto and incorporated by reference, on which the Columbine Library is located ("Library Property").
- B. The Library operates and manages the Columbine Library and the Library Property.
- C. By the Commissioner’s Deed recorded at Reception No. 2018 _____ in the Jefferson County Clerk & Recorder’s Office, the County of Jefferson, State of Colorado (“County”) conveyed to Foothills the Clement Park property (“Clement Park”) described in **Exhibit B** attached hereto and incorporated by reference.
- D. By the Access and Utility Easement recorded at Reception No. 2018 _____ in the Jefferson County Clerk & Recorder’s Office, Foothills conveyed to the Library an access and utility easement for the property legally described in **Exhibit C** and depicted, for illustrative purposes only, in **Exhibit D**, both of which are attached hereto and incorporated by reference (“Easement Property”).
- E. As depicted in **Exhibit D**, a road and appurtenances (collectively, “Access Road”) exist within the Easement Property that provides access from W. Bowles Avenue to the Library Property and Clement Park. Foothills has historically managed, maintained and repaired the Access Road.
- F. The Parties and the County previously entered into the Agreement dated July 19, 1994 (“Water Use Agreement”) under which Foothills provided raw water (“Raw Water”) for the Library’s outside irrigation of the Library Property. By its terms the Water Use Agreement automatically terminated upon termination of the February 12, 1988 Agreement and Lease for Clement Park, which occurred upon recordation of the Termination of Agreement and Lease at Reception No. 2018 _____ in the Jefferson County Clerk & Recorder’s Office.
- G. The Parties desire to (1) replace the Water Use Agreement with this IGA to enable the continuing delivery of the Raw Water to the Library Property; and (2) address the maintenance, repair, and replacement of the Access Road.

NOW, THEREFORE, in consideration of the mutual agreements, conditions and provisions contained herein, the Parties agree as follows:

1. RAW WATER DELIVERY.

- a. **Raw Water Delivery.** Upon the request of the Library and subject to availability, Foothills shall deliver Raw Water to the Library Property, at no cost to the Library.
- b. **Clement Park Raw Water Facilities.** Foothills shall maintain ~~in functioning condition~~ the Raw Water facilities located within Clement Park to the extent required that are used to supply Raw Water to the Library Property.
- c. **Library Property Water Facilities.** The Library shall be responsible for maintaining in functioning condition the Raw Water facilities located within the Library Property that are used to supply Raw Water to the Library Property.

2. ACCESS ROAD MAINTENANCE, REPAIR AND REPLACEMENT.

- a. **Road Duties.** As reasonably necessary, Foothills shall be responsible for the maintenance, repair, and replacement of the Access Road (collectively, “Road Duties”) including, without limitation:
 - i. Maintaining the surfaces of the Access Road in a smooth, clean, and good condition in a manner consistent with its surface maintenance of other roads within Clement Park;
 - ii. Plowing snow and removing debris; and
 - iii. Maintaining, repairing and replacing any paving, concrete curbs, pans, storm drains, culverts, gutters, landscaping and landscape islands, signage, and lighting located within the Easement Property, in a manner consistent with its maintenance, repair, and replacement of similar improvements in Clement Park. The District and the Library shall meet annually, in advance of their annual budget processes, to inspect and evaluate the condition of the Access Road (“Road Evaluation Meeting”).
- b. **Road Costs.** The reasonable out-of-pocket costs and expenses incurred by Foothills for the maintenance, repair, and replacement of the Access Road (the “Road Costs”) shall be allocated 50% to the Library and 50% to Foothills; provided, however, the Library’s annual portion of the Road Costs shall not exceed \$2,000.00 without the Library’s prior written consent, which shall not be unreasonably denied, conditioned, or delayed. ~~The Library’s maximum annual Road Cost shall increase annually from the Effective Date in proportion with the United States Bureau of Labor Statistics Consumer Price Index for the Denver-Aurora-Lakewood metropolitan area. Any Foothills request for the Library to exceed its maximum annual obligation of \$2,000.00 shall be discussed at a Road Evaluation Meeting.~~

- c. **Reimbursement of Road Costs.** The Library shall reimburse Foothills for its annual share of the Road Costs within sixty (60) days after receipt of a written invoice specifying the amount of the Library's share of the Road Costs and describing the completed the work in reasonably sufficient detail to enable the Library to assess the appropriateness of the Road Costs.
 - d. **2018 Slurry Seal.** Notwithstanding any provision of this IGA to the contrary, the Library shall reimburse Foothills a not-to-exceed amount of \$6,000.00 for a slurry seal treatment of the Access Road Foothills has scheduled for 2018, subject to the reimbursement provisions of this IGA.
 - e. **Library Road Duties.** If the Library reasonably determines ~~in its discretion~~ that Foothills is not ~~fulfilling-completing~~ all or a portion of its Road Duties in a manner consistent with Foothills' maintenance, repair, and replacement of similar improvements in Clement Park, it has the right, but not the obligation, to complete ~~the unfulfilled these~~ Road Duties. The Library shall provide Foothills ~~three-at least thirty~~ (30) days prior written notice ~~of its intent to before~~ undertaking the unfulfilled these Road Duties. Notwithstanding the foregoing, unless if an emergency exists, ~~in which case~~ the Library shall promptly notify Foothills after completing the Road Duties. Any Road Costs incurred by the Library for its performance of Road Duties shall be allocated and reimbursed in accordance with Paragraphs 2.b. and 2.c. above.
3. **LIBRARY SIGNAGE.** As of the Effective Date of this IGA, the Access Road entry sign includes a panel for Columbine Library. Foothills authorizes the continued display of this panel and shall, under mutually agreeable specifications, permit a modified or replacement sign for Columbine Library within the Access Road. The Library shall be responsible for the cost to modify or replace the Columbine Library sign panel.
 4. **IGA TERM.** This IGA shall commence upon its full execution by the Parties (the "Effective Date") and shall remain in effect until terminated by a written document executed by all Parties.
 5. **MISCELLANEOUS PROVISIONS.**
 - a. **IGA Amendment.** This IGA may not be modified or amended except by a written agreement signed by all Parties.
 - b. **Waiver.** No term or provision of this IGA shall be deemed waived unless the waiver shall be in writing and signed by all Parties. Any failure by one Party to insist upon another Party's strict performance of any of the terms of this IGA shall not constitute a waiver of those or any other terms. Any delay in exercising or enforcing any rights with respect to one Party's alleged breach of this IGA shall not preclude another Party from exercising any rights herein, at law or in equity.

- c. **Governing Law.** This IGA and the rights and duties of the Parties shall be interpreted in accordance with the laws of the State of Colorado and the courts of such state shall have sole and exclusive jurisdiction of any disputes or litigation arising herein. Venue for any and all legal actions arising from this IGA shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
- d. **Colorado Governmental Immunity Act.** Notwithstanding any provision of this IGA to the contrary, the Parties expressly reserve the right to assert all defenses and limitations on liability provided by law including, without limitation, the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or any successor acts or provisions.
- e. **IGA Enforcement.** The enforcement of this IGA and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this IGA shall give or allow any claim or right of action whatsoever by any other third person or entity. It is the express intention of the Parties that any such third person or entity receiving services or benefits under this IGA shall be deemed an incidental beneficiary only.
- f. **Non-Appropriation.** The payment of a Party's obligations herein in fiscal years subsequent to the current year are contingent upon funds being appropriated and budgeted. If funds for this IGA are not appropriated and budgeted by a Party in any subsequent year, that Party may terminate this IGA, effective at the end of the last fiscal year for which funds were appropriated and budgeted.
- g. **No Employment Relationship.** By entering into and performing under this IGA, no Party is acting as an agent, servant, or employee of another Party. **Each Party is solely responsible for necessary workers' compensation insurance, unemployment insurance and withholding and paying all federal and state taxes pertaining to its employees.**
- h. **No Assumption of Liabilities.** By entering into and performing under this IGA, no Party is assuming any liability for the acts or omissions of another Party.
- i. **Execution by Counterparts; Electronic Signatures.** This IGA may be executed in counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.
- j. **Notices.** "Key Notices" under this IGA are notices regarding any IGA default, contractual dispute, or termination. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day

following transmission; (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 j.(ii) or j.(iii) above. All other daily communications or notices between the Parties that are not Key Notices may be done via electronic transmission. Unless a Party provides written notification to the other Parties of a change to its contact information, notices shall be given to the Parties as follows:

The Library:

Director of Library
10200 W. 20th Ave.
Lakewood, CO 80215
Email: pam.nissler@jeffcolibrary.org
Phone: 303-235-5275

with a copy to:

Jefferson County Attorney’s Office
100 Jefferson County Parkway
Golden, CO 80419-5500
Email: CAOContracts@jeffco.us

Foothills:

with a copy to:

IN WITNESS WHEREOF, the Parties have executed this IGA.

JEFFERSON COUNTY PUBLIC LIBRARY

By: _____
Pamela Nissler, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to me this _____ day of _____, 2018, by Pamela Nissler as Executive Director of the Jefferson County Public Library, State of Colorado.

WITNESS my hand and official seal.
My Commission Expires: _____

Notary Public

APPROVED AS TO FORM:

Assistant County Attorney

**FOOTHILLS PARK AND RECREATION
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado**

By: _____
Ronald Hopp, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to me this _____ day of _____, 2018, by Ronald Hopp as Executive Director of the Foothills Park & Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public