

BOARD STUDY SESSION

DATE: October 11, 2018

TIME: 5:30 P.M.

PLACE: Pam Nissler Conference Room

Library Administration 10200 W. 20th Avenue Lakewood, CO 80215

Topics:

- Financial Review
- Firewall Contract
- LSC HVAC Contract
- Naming Agreement Betty Harmon
- CLiC Courier Agreement
- 2020 Strategic Planning Board

NEXT BOARD STUDY SESSION

ADMINISTRATION

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



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TO: Donna Walker, Executive Director

FROM: Bernadette Berger, Director of IT

DATE: October 2, 2018

RE: Sentinel Technologies, Inc. Cisco Firewall Upgrade

History of Contract: Sentinel Technologies, Inc. – ASA Upgrade and Cloud Email Security

Jefferson County Public Library needs to upgrade their existing firewalls to increase security management tools. Sentinel was selected for this project because they were chosen to install, configure and maintain network equipment through an RFP in 2016 and through subsequent E-Rate procurement processes. Using Sentinel for this project provides consistency for JCPL's network. Some of the security management tools gained through this project are:

- FirePower Management Center and licensing
- Intrusion prevention services
- Application visibility and control
- Malware protection
- Email security platform upgrade including spam filtering, outbreak, data loss prevention, and reporting.

The estimated start date of this contract is November 1, 2018, with a completion date of December 31, 2018.

Total Cost:

The full project cost will be \$58,055.00 which includes purchase of professional services, hardware and software. It also includes the initial cost of hardware and software maintenance. Ongoing maintenance services will be incorporated into the existing Sentinel support contract.

Budget:

The budget for the contract is included in the IT Capital Projects budget for 2018.

Next Actions:

The County Attorney has reviewed the documents and has approved them for form and substance. The SMT has been briefed on the project scope. The next step is for the Board of Trustees to approve the Executive Director to agree and sign the contract.



memorandum

To: Donna Walker, Executive Director JCPL

From: Steve Chestnut, Director of Facilities and Construction

Re: Service Center HVAC Replacement and Upgrade

Date: September 28, 2018

<u>Background</u> As part of our annual replacement maintenance this year we have identified the need to modify/replace a portion of the HVAC system at the Service Center to allow us to continue to sustain environmental air for our network computer room, reduce energy consumption and replace equipment that has reached the end of serviceable life. In July we published a RFP to solicit bids from contractors and had 4 responses to the RFP with costs ranging from \$65k to \$162k.

Facilities has reviewed those bids and is recommending that we move forward with entering into a contract with Building Technology Systems (BTS) to perform the work. BTS' bid was 2nd from lowest at \$100k and they have performed work for us prior to this proposal that we found to be satisfactory.

Requested Action I would ask that we include this topic as an informational agenda item for the Board Study Session scheduled for October 11, 2018. I will be in attendance to address any questions the Board may have about the project.

ADMINISTRATION

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

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To: Donna Walker

From: Rebecca Winning

Re: Naming Opportunity

Date: Oct. 11, 2018

In 1997, the Betty Harmon Endowment Fund was established with the Jefferson County Library Foundation, with instructions to use the funds to support the Edgewater Library. Recently, the Foundation disbursed funds from the endowment, totaling \$26,024.68, to support the new Edgewater Library. This is more than enough to support a naming opportunity.

The JCPL Senior Management Team – with support from the Library Foundation -- is recommending that we recognize the contribution by naming the Children's Story Time area in honor of Ms. Harmon.

We have attached a naming agreement for your review and approval at the October 18 Board Meeting.

<u>Action Item:</u> Recommend that the Library Board of Trustees recognize Betty Harmon for her generous support for the Edgewater Library by naming the Edgewater Library Story Time area in her honor.

JEFFERSON COUNTY PUBLIC LIBRARY DONATION AND NAMING AGREEMENT

This Donation and Naming Agreement ("Agreement"), dated for reference purposes only this 18th day of October, 2018, is between the **Jefferson County Library Foundation, Inc.**, a Colorado non-profit corporation (the "Library Foundation") representing the Betty Harmon Endowment Fund (the "Original Donor"), and the **Jefferson County Public Library** (the "Library"). The Library Foundation and Library are collectively referred to herein as the "parties", and hereby agree as follows:

WHEREAS, the Library Foundation desires to make a donation on behalf of the Betty Harmon Endowment Fund in the amount of \$26,024.68 (the "Donation") to support the new Edgewater Library; and

WHEREAS, the Library Foundation and the Library are proud to recognize the Donation by providing naming rights to the Original 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 Library Foundation has contributed \$26,024.68 from the Original Donor to support funding of the Project.
- 2. Library Foundation and Library agree that the Donation will be used for the Project to name the Story Time space in the Children's area and as an expression of appreciation the name Betty Harmon shall be displayed at the project site.
- 3. 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.
- 4. 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.
- 5. This Agreement is governed by Jefferson County Public Library's Naming Policy and Guidelines, which are incorporated herein. By entering into this Agreement, the Library Foundation 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

Executive Director of the Library Foundation and the Executive Director of the Jefferson County Public Library.

b. Duration:

These naming rights are will last through December 31, 2028.

c. Approvals:

- (i) All naming acknowledgements will be approved by the Library Board of Trustees.
- (ii) A re-approval process with input by the Library Foundation shall be necessary in the following situations:
 - (a) Major renovation of the space; or
 - (b) Sale, destruction, removal or abandonment of the facility.

Should the Original 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 name from the Library.

- d. Payment: No donations will be refunded for any reason unless the Library is unable to fulfill its obligations due to unforeseen circumstances.
- 6. <u>Tax Consequences</u>. The Original Donor, and not the Library Foundation or the Library, is solely responsible for determining the tax consequences to Original Donor of the transaction including, without limitation, any monetary value assigned to the naming right.
- 7. <u>Venue and Governing Law</u>. 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.
- 8. 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.
- 9. <u>Amendments to Agreement</u>. 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.

- 10. <u>Further Acts</u>. 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.
- 11. 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.

IN WITNESS WHEREOF, the parties have executed this agreement this 18 day of October, 2018.

By: Jo Schantz, Executive Director Date:	
Jefferson County Public Library	
By: Donna Walker, Executive Director	

Jefferson County Library Foundation

ADMINISTRATION

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



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TO: Donna Walker, Executive Director

FROM: Debbi Mikash, Collection Manager

Franca C. Rosen, Interlibrary Loan & Collection Services Supervisor

DATE: September 17, 2018

RE: Colorado Courier

History of Contract: Colorado Library Consortium (CLiC) – Colorado Courier

Jefferson County Public Library participates in the Colorado Statewide Courier to facilitate the movement of library materials between 300+ libraries that support programs such as Interlibrary Loan, Prospector, Mobius and the Colorado Libraries Collaborate program.

- Contract administered and managed by the Colorado Library Consortium
 - o JCPL benefits from being part of this courier consortium as the volume and reach of the Colorado Courier could not be replicated or managed on our own.
- JCPL signs a yearly agreement to participate that renews on October 1st
 - JCPL has participated for 30+ years
 - The cost of \$0.29 per item is far less than purchasing items that we typically do not select for JCPL's collection. An excellent return on investment.
- In the last agreement year of 2017-2018 JCPL moved over 177,000 items on the Colorado Courier
- The Colorado Courier also connects to state courier systems in Kansas and Missouri at no added cost
- In previous years we have not gone to the Board of Trustees because the contract was under \$50,000.

Total Cost: \$50,427.96

CLiC calculates the cost in two parts:

- 1. Number of service days per week JCPL has daily deliveries Monday through Friday
- 2. Volume of materials moved.

Budget:

Collections - 70080.435810 - paid across two budget years:

- 2018 Budget (October December) \$12,606.99
- 2019 Budget (January September) \$37,820.97

Next Actions:

We are asking the Library Board of Trustees to authorize the Executive Director to approve the agreement with the Colorado Library Consortium for statewide courier services for October 2018 through September 2019 within the approved 2018 and 2019 budgeted amounts.