



Jefferson County  
**PUBLIC LIBRARY**

## **BOARD STUDY SESSION**

**DATE:** March 12, 2020

**TIME:** 5:30 P.M.

**PLACE:** Administration Conference Room  
10200 W. 20<sup>th</sup> Avenue  
Lakewood, CO 80215

### **TOPICS:**

- Financial Review
- 2020-2025 Strategic Planning
  - 2020-2025 Strategic Plan
  - 2020 Initiatives and Projects
  - 2020 Success Measures and Targets
- Landscape Contract Information: Environmental Designs
- South County Book Drop Use Agreement Information

**NEXT BOARD STUDY SESSION**

**ADMINISTRATION**

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

[jeffcolibrary.org](http://jeffcolibrary.org)



Jefferson County  
**PUBLIC LIBRARY**

To: Library Board of Trustees

From: Donna Walker, Executive Director

Re: 2020 – 2025 Strategic Planning

Date: March 3, 2020

On January 16, 2020 a draft of the 2020 – 2025 Strategic Plan for Jefferson County Public Library was presented to the Board of Trustees. At that meeting, Trustees reached consensus for support of the plan and made recommendations for slight modifications. Attached is an updated version of that plan. I'd like to call your attention to these adjustments based on trustee and staff input:

- Modifications to the descriptions of the 2020 – 2025 plan's strategic priorities
- Modifications to the number and naming of initiatives and projects

In the past month, the plan has been shared out more broadly and received enthusiastic support. Each division has begun the process of creating a framework for implementation with their respective staff. At the same time Library leadership has collaborated on further clarification of projects, success measures, and targets to support the 2020 – 2025 strategic plan initiatives and priorities.

At the March 12, 2020 study session, we will seek Board consensus on the latest iteration of the 2020-2025 strategic plan. We will also share

- 2020 Initiatives and Projects
- 2020 Success Measures and Targets

At the March 19 meeting, we will seek Board inputs for future planning.

**ADMINISTRATION**

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



Jefferson County  
**PUBLIC LIBRARY**

[jeffcolibrary.org](http://jeffcolibrary.org)

Based on feedback from the Board, we have adjusted this year's strategic planning calendar in order to fulfill Trustee scheduling requests, gather inputs, and meet budget deadlines.

With your help, we expect to use the strategic planning calendar to reach these outcomes:

- Performance targets for 2020, and 2021 – 2025
- Detailed 2021 budget
- Updated five year capital improvement plan and 10-year forecast

Updated 2020-2025 Strategic Planning Calendar	
Month	Output
January	<ul style="list-style-type: none"> <li>• Board reviews Ends Statements</li> <li>• Board provides feedback on draft 2020 – 2025 Strategic Plan</li> </ul>
February	<ul style="list-style-type: none"> <li>• Staff present prior year results</li> </ul>
March Study Session and Regular Meeting (no extended study session)	<ul style="list-style-type: none"> <li>• Board feedback on updated 2020 – 2025 Strategic Plan</li> <li>• 2020 initiatives, projects, success measures and targets</li> <li>• Board Visioning</li> <li>• Update Community Input</li> <li>• Full-time Equivalent (FTE) Expansion Plan Update</li> <li>• Facility Master Plan (FMP) Update</li> </ul>
April Regular Meeting (no study session)	<ul style="list-style-type: none"> <li>• 10-year Forecast</li> <li>• Benchmarking Report</li> <li>• 2025 Long-term Targets</li> </ul>
May Study Session and Regular Meeting	<ul style="list-style-type: none"> <li>• Revised 10-year Financial Forecast</li> </ul>
June Study Session and Regular Meeting	<ul style="list-style-type: none"> <li>• Board Feedback on 2021 Draft Budget</li> <li>• Board approves 2021 Budget and Five Year CIP</li> </ul>
August – September	<ul style="list-style-type: none"> <li>• Review 2021 Budget Highlights with Board of County Commissioners</li> </ul>
November	<ul style="list-style-type: none"> <li>• Review 2021 Budget</li> </ul>
December	<ul style="list-style-type: none"> <li>• Approve 2021 Budget</li> </ul>





Jefferson County  
**PUBLIC LIBRARY**

## 2020-2025 **STRATEGIC PLAN**



Jefferson County  
**PUBLIC LIBRARY**

# STRATEGIC PLAN 2020-2025

UPDATED FEBRUARY 27, 2020

## CONTENTS

Message from Our Chair and Executive Director	3
Planning Process and Prioritization	4
Strategic Framework	5
Success Measures and Targets	11
Appendix A: Glossary	12



## MESSAGE FROM OUR CHAIR AND EXECUTIVE DIRECTOR

Dear Jefferson County Public Library Community,

As we enter the first year of our five-year strategic plan, we want to thank the many voices who have contributed to preparing us for our long-term challenges and successes. The following strategic plan is a result of hard work, extensive research and keen insights, as well as valuable input from our community and guidance from our Library leadership. Our culture of thought leadership, data-driven decision-making, equity, diversity and inclusion helped shape the broad organizational goals set by our Board of Trustees. Collectively our wisdom has steered us in defining the five strategic priorities and eight initiatives outlined in the 2020 – 2025 strategic plan. Now we are aligning our aspirations, expectations and resources to achieve our intended outcomes.

Our community and industry are changing, which requires a broader and longer view to strategic planning. All generations expect maximum value from their library experience including; advanced technology, digital resources, and intellectual freedom, convenient, innovative and welcoming places, equity of access, and leading-edge services. To effectively plan and allocate resources, JCPL develops five-year capital improvement projects and ten-year investments. Integrating these budget milestones with JCPL's five-year strategic priorities will align our planning processes; provide fiscal stewardship and a shared return on stakeholder investment.

Success measures listed in this plan will help us track our progress over the coming years, and ongoing communication and engagement will make strategic thinking an integral part of our culture. This is our moment to honor past accomplishments, while advancing the priorities in our 2020 - 2025 strategic plan; creating libraries for the future, reaching more people, building literacies, being the third place and growing sustainably.

We want to thank the entire Jefferson County Public Library staff for your hard work, dedication and commitment to the mission of JCPL. Our shared vision and shared sense of ownership in the Library has us to where we are now. Our future is bright and we look forward to collectively living our values and delivering on our brand promise. The 2020 - 2025 strategic plan will connect you to the people, ideas and inspiration for what is next at Jefferson County Public Library.

Sincerely,

Charles Naumer

Chair, Board of Trustees

Donna Walker

Executive Director





## PLANNING PROCESS AND PRIORITIZATION

Strategic planning is the process of developing a long-term vision for Jefferson County Public Library (JCPL) and is used to set our strategic priorities and initiatives, focus our resources and strengthen our operations towards our ends statements. Strategic planning helps determine how best to invest our ideas and be responsive to market conditions and competition, as well as justify our decisions and effectively position JCPL for whatever the future holds. The process requires a deep understanding of our community, and the perceptions, perspectives and experiences of our internal and external stakeholders. For the past six years, Jefferson County Public Library has developed an annual strategic plan. JCPL is now taking a longer view and developing a five-year strategic plan.

Each year Jefferson County Public Library conducts a benchmarking study to compare and evaluate key operating and success measures as indicators of library services, and the value to our community by measuring use of our services. JCPL monitors progress against the overall goal of performing at or above the 75<sup>th</sup> percentile from a pool of comparative public peer libraries in key performance areas. In 2017, JCPL conducted an organizational assessment which identified actions for improvement including increased patron experience staffing, revised operations and services, enhanced community engagement, improved safety and security, increased staffing and support, a succession plan and employee development programs.

In 2018, JCPL created a facilities master plan to guide the planning, decision-making and capital investment in our facilities over the next two decades. The master plan set forth a clear set of recommended capital projects including a new South Jefferson County Library. In 2019, JCPL engaged our community in a series of meetings to build relationships, understand stakeholder expectations and aspirations, learn more about stakeholder priorities, and determine how stakeholders measure the value of JCPL. In 2019, JCPL undertook an extensive market, data and trend analysis. Conversations with our community and a planning and prioritization process between our Board of Trustees and Library leadership, led to the establishment of our five-year strategic plan.

Our strategic plan is a living document and is comprised of a structured method used to define how initiatives and projects support our strategic priorities and end statements. This strategic framework is described on the following pages.

## 2020 -2025 STRATEGIC FRAMEWORK





## STRATEGIC FRAMEWORK

PLAN LEVEL	SETS DIRECTION FOR	RESPONSIBILITY
Mission and Vision	All of JCPL	Board of Trustees
Ends Statements	All of JCPL	Board of Trustees
Strategic Priorities	All of JCPL	Board / Executive Director / Executive Team
Initiatives	All of JCPL	Library Leadership
Projects	Work Groups	Directors / Assistant Directors / Managers

The table above illustrates how all activities at Jefferson County Public Library derive from our mission and vision, how our strategic priorities and initiatives are mapped to JCPL's ends statements and the personnel responsible for setting direction at each level of strategic planning. Below is a description of each planning level, which determine how we will implement our strategic plan over the next five years.

### MISSION AND VISION

**Our mission and vision set the direction for our ends statements.**

#### MISSION

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

#### VISION

Jefferson County Public Library will be the essential destination where all generations connect, discover and create.



## **ENDS STATEMENTS**

**Our ends statements derive from Jefferson County Public Library’s mission and vision, and set the direction for our strategic priorities.**

### **EQUITY OF ACCESS**

All Jefferson County residents have equal opportunity to access information, resources, ideas and technology, and they are supported in using these resources.

### **CREATE PLACE**

All Jefferson County residents have safe, convenient and radically welcoming places to go to access information and resources and participate in community life.

### **PROVIDE LEADING-EDGE SERVICES**

Jefferson County Public Library adds value to the community by providing leading-edge services that advance our common goals.

### **MAXIMIZE VALUE**

Jefferson County Public Library maximizes return on shared investment delivering services of the greatest possible value to Jefferson County residents through effective and efficient use of our resources.

## **STRATEGIC PRIORITIES AND INITIATIVES**

The five strategic priorities and eight initiatives in the plan are oriented toward satisfying our ends statements – the broad organizational goals set by our Board of Trustees, and align with our mission and vision. To achieve our strategic priorities over the next five years, each division develops system-wide initiatives and projects, and reports on their progress.

Jefferson County Public Library recognizes that some of our strategic priorities will change over time, new opportunities will present themselves and some priorities will be accomplished at a different pace than expected. Shifts in our priorities over the next five years will be determined by our Executive Team, with input from the Board of Trustees, Library staff and other stakeholders. During the implementation of our initiatives, JCPL will inform our stakeholders about what we are doing using internal and external dashboards. The following provides an overview of our five strategic priorities and eight initiatives.



## **STRATEGIC PRIORITIES**

**Our strategic priorities derive from Jefferson County Public Library's ends statements, and set the direction for our initiatives.**

### **CREATE LIBRARIES FOR THE FUTURE**

Jefferson County Public Library will create libraries for the future throughout the county via expansion, redesign and construction.

### **REACH MORE PEOPLE**

Jefferson County Public Library will reach more people through strategic partnerships, alternative services, customer experience, inclusion efforts, and community engagement and outreach.

### **FOCUS ON BUILDING LITERACIES**

Jefferson County Public Library will focus on building literacies through patron-interest-focused materials selection, creative technologies, digital literacy services, school and workforce readiness, adulting programs, small business support and financial literacy initiatives.

### **BE THE THIRD PLACE**

Jefferson County Public Library will facilitate civil civic conversation, develop collaborative community discovery spaces, and serve as the place to be for out-of-school time and not-to-miss events.

### **GROW SUSTAINABLY**

Jefferson County Public Library will manage financial resources to meet our planned capital and service build-out within our current mill levy rate of 4.5 and account for a variety of economic conditions.



## INITIATIVES

Our initiatives derive from Jefferson County Public Library's strategic priorities, and set the direction for our projects.

INITIATIVE	OBJECTIVE	PROJECT EXAMPLES
<b>ALTERNATIVE SERVICES</b>	JCPL will provide convenient access to library materials and services at non-library locations, through patron self-service opportunities.	<ul style="list-style-type: none"><li>• Bookmobile</li><li>• Hold Lockers</li><li>• Vending</li></ul>
<b>CONTINUOUS PROCESS IMPROVEMENT</b>	JCPL will continue to provide improved systems that maximize efficiency, advance services and increase organizational effectiveness.	<ul style="list-style-type: none"><li>• Document Management System</li><li>• Safety and Security</li><li>• Workday</li></ul>
<b>CREATIVE TECHNOLOGIES</b>	JCPL will expand our digital capacity and focus on bringing new technologies to build literacies for the community.	<ul style="list-style-type: none"><li>• Creative Tech Garage</li><li>• Digital Literacy Training</li><li>• EDGE Recommendations and Implementation</li></ul>
<b>CUSTOMER EXPERIENCE AND LITERACY</b>	JCPL will fulfill its commitment to the community by providing effective, efficient and welcoming customer service.	<ul style="list-style-type: none"><li>• Core Services Master Plans</li><li>• Fine Free</li><li>• School ID Library Cards</li></ul>
<b>DATA AND PROJECT MANAGEMENT</b>	JCPL will develop a new focus on expertise in data gathering, analysis, operations and systems management.	<ul style="list-style-type: none"><li>• Data and Project Management Development</li><li>• Data Source Inventory</li><li>• Performance Management and Assessment</li></ul>



## INITIATIVES (CONT.)

INITIATIVE	OBJECTIVE	PROJECT EXAMPLES
<b>LIBRARY EXPANSION, REDESIGN AND CONSTRUCTION</b>	JCPL will expand, renovate or relocate existing facilities to deliver equitable access and improve the community's experience.	<ul style="list-style-type: none"><li>• Belmar Library</li><li>• South County Library</li></ul>
<b>ORGANIZATIONAL CHANGE AND DEVELOPMENT</b>	JCPL will implement the recommendations of a comprehensive organizational analysis and provide total rewards programs that attract and maximize the talents of a diverse workforce.	<ul style="list-style-type: none"><li>• FTE Expansion Plan</li><li>• Leadership Development</li><li>• Training Master Plan</li></ul>
<b>STRATEGIC COMMUNICATIONS</b>	JCPL will develop a strategic approach to internal and external messaging based on the needs of diverse audiences.	<ul style="list-style-type: none"><li>• Brand Strategy Refresh</li><li>• Communications Audit</li><li>• Community Engagement Plan and Implementation</li></ul>

## PROJECTS

**Our projects derive from Jefferson County Public Library's initiatives.**

The above list of projects represent a sampling of activities to support our initiatives. Each project management document will include applicable initiatives, responsible work groups, milestones and success measures.





## SUCCESS MEASURES AND TARGETS

Jefferson County Public Library measures how our strategic priorities and initiatives meet the broad organizational goals set by our Board of Trustees. We use public library benchmarking and public library outcome measures, to determine how JCPL compares to other peer libraries, and how well we meet our commitment to our community and impact their lives for the better.

Success measures and targets guide Jefferson County Public Library's strategic planning with our Board of Trustees and Executive Team, as well as help us identify community demand and our ability to meet that demand. Each JCPL division tracks their success measures and determines how effectively outcomes align with our mission, vision, ends statements, strategic priorities and initiatives.

### Library Benchmark Excellence Measures

- Circulation per capita
- Visits per capita
- Program attendance per 1000 capita
- Public service hours per 1000 capita
- Square feet per capita
- Operating revenue per capita
- FTE per capita
- Net Promoter Score

### Library Benchmark Operational Measures

- Active households
- Active cardholders
- Program attendance
- Total collection use
- Visits

### Public Library Outcome Measures

- EDGE Initiative: compares JCPL with leading libraries of similar size in terms of public access to technology and support for digital literacy
- Project Outcome: a survey instrument used to seek feedback from patron outcomes of library programs



## APPENDIX A: GLOSSARY

To establish a common language, and ensure consistency and understanding, we have developed a glossary of terms related to strategic planning for Jefferson County Public Library.

**Active Cardholders:** Any cardholder who has measureable JCPL activity within the past 12 months.

**Active Households:** Households that contain at least one active JCPL cardholder.

**Benchmarking:** Compares JCPL's performance to other peer public libraries.

**Division:** Top-level JCPL administrative groups—Facilities and Construction, Information Technology, People and Culture, Public Services, and Strategy and Engagement.

**Ends Statements:** The broad organizational goals established by JCPL's Board of Trustees that indicate expected outcomes for our community.

**Executive Team:** The Executive Director and the directors who lead each JCPL division.

**Impacts:** Long-term or indirect positive effects of JCPL's outcomes.

**Initiatives:** Directed by JCPL's strategic priorities, these high-level actions set the direction for our projects.

**Inputs:** Resources JCPL devotes to our programs and services.

**Library Leadership:** Any JCPL staff in a role of authority, accountability or responsibility for developing programs, services and support.

**Management Team:** All JCPL directors and staff who report to a JCPL director.

**Mission:** A short declaration of why JCPL exists and what our primary objective is.

**Net Promoter Score:** An index ranging from -100 to 100 that measures the likelihood that a JCPL cardholder will recommend our libraries to others based on a single question.

**Outcomes:** The beneficial changes that occur because of JCPL's programs.

**Outputs:** What JCPL produces.

**Program Attendance:** Total number of attendees to any of JCPL's programs.



## GLOSSARY (continued)

**Programs and Services:** What JCPL does.

**Projects:** JCPL activities that involve multiple tasks, mapped to our initiatives and managed by our divisions.

**Stakeholder:** A person or group that has an investment, share or interest in JCPL.

**Strategic Framework:** A structured method used to define JCPL's initiatives and projects, which support our strategic priorities and ends statements.

**Strategic Plan:** A JCPL management activity used to set our strategic priorities, focus our resources, and strengthen our operations towards our ends statements.

**Strategic Priorities:** Primary objectives to be accomplished over the next five years and prepare JCPL for long-term changes and successes.

**Success Measures:** Quantified measures of success for strategic priorities, initiatives and projects tracked on a scorecard and updated to determine whether JCPL satisfies our ends statements.

**Targets:** Quantified JCPL performance goals updated and set on a scorecard.

**Total Collection Use:** Total number of items used by JCPL cardholders, including physical and digital items that are checked out and renewed, and number of uses of digital databases.

**Visits:** Total number of physical visits to any JCPL location, the Bookmobile or alternative service.

**Values:** JCPL principles and beliefs that guide our decision-making and activities.

**Vision:** An aspirational description of what JCPL wants to achieve or accomplish in the mid-term or long-term future.

## 2020 Strategic Plan Initiatives and Projects



Initiatives	Projects	Q1	Q2	Q3	Q4	Responsible
<b>Alternative Services</b>						
Accountable: Director of Libraries	Bookmobile					Assistant Director of Library Experience
	Hold Lockers					Assistant Director of Library Experience
	Pop-up Libraries					Manager of Library To You
	Redeploy Lockers and Vending machine					Assistant Director of Library Experience
	Open Plus					Assistant Director of Library Experience
	Vending					Assistant Director of Library Experience
	Mail delivery					Manager of Library To You
	Van					Manager of Library To You
<b>Continuous Process Improvement</b>						
Accountable: Division Directors	Document Management System					Manager of Software Systems and Applications
	FAC Infrastructure Improvements					Director of Facilities and Construction
	Safety and Security Master Plan - implementation					Socialwork Coordinator/Safety and Security Coordinator
	Strategic Planning					Director of Strategy and Engagement
	New ERP - Workday					HR Manager
	Library Backbone					Manager of Security Information Systems
	POS Software and Hardware					Director of Information Technology
	New sorter vendor implementation					Director of Information Technology
	IT Infrastructure Improvements					Director of Information Technology
	ILS Evaluation					Manager of Software Systems and Applications
	DMS - Digitization of employee records					HR Manager
<b>Creative Technologies</b>						
Accountable: Director of Information Technology	EDGE Recommendations and Implementation					Director of Information Technology
	Creative Technology master plan					Director of Information Technology
	Emerging Technology Services					Manager of Adult Services
	Digital Literacy Training					Manager of Software Systems and Applications
<b>Customer Experience and Literacy</b>						
Accountable: Director of Libraries	Implement privacy policy					Director of Libraries
	School ID Library Cards					Assistant Director of Library Experience
	Establish continuous process of customer feedback					Assistant Director of Library Experience
	Evaluate operations workflow					Manager of Operations
	1000 Books before Kindergarten					Manager of Kids & Families
	Signature Events					Manager of Programming
	Adult Services master plan					Manager Adult Services
	Library to You master plan					Manager Library to You
	Programming master plan					Manager of Programming
	Kids & Families master plan					Manager of Kids & Families
	Teen Services master plan					Manager Teen Services
	Fine Free					Manager of Patron Experience
	Diversity & Inclusion master plan					Manager of Diversity & Inclusion

	Radically Welcoming Training				Manager of Patron Experience
	After Hours Phone Service				Manager of Library to You
	Operations master plan				Manager of Operations
	Patron Experience master plan				Manager of Patron Experience
	Digital Experience master plan				Manager of Digital Esperience
	Bibliocommons app				Manager of Digital Experience
	Collections Visioning				Manager of Collection Services
Data and Project Management					
Accountable: Director of Strategy and Engagement	Data and Project Management Development				Director of Strategy and Engagement
	Develop Success Measures and Targets				Director of Strategy and Engagement
	Data Source Inventory				Director of Strategy and Engagement
	Performance Management and Assessment				Director of Strategy and Engagement
Library Expansion, Redesign and Construction					
Accountable: Director of Facilities and Construction	Belmar Library				Belmar Manager
	South County Library				Director of Libraries
	Conifer Library				Mountain Libray Managers
	Evergreen Library				Assistant Director of Library Experience
	Golden Library				Assistant Director of Library Experience
Organizational Change and Development					
Accountable: Director of People and Culture	FTE Expansion Plan				Director of People & Culture/HR Manager
	Leadership Development /Succession Planning				Director of People & Culture/Training Manager
	Training Master Plan - implementation				Training Manager
	Annual All Staff Conference				Training Manager
	Volunteer Management Software				Volunteer Program Coordinator
	Human Resources (HR) master plan - develop				HR Manager
	HR Master Plan - implementation				HR Manager
Strategic Communications					
Accountable: Director of Strategy and Engagement	Strategic Plan Implementation				Director of Strategy and Engagement
	Brand Strategy Refresh				Director of Strategy and Engagement
	Communications Audit				Assistant Director of Community Engagement
	Community Enagement Plan and Implementation				Assistant Director of Community Engagement
	Internal Communications Plan and Implementation				Assistant Director of Community Engagement
	Strategic Partnership Plan and Implementation				Assistant Director of Community Engagement



## 2020 Success Measures and Targets

	2017 Actual	2018 Actual	2019 Actual	2020 Target
<b>Library Benchmark Excellence Measures</b>				
Circulation per capita	13.79	13.45	13.99	14.75
Visits per capita	4.51	4.69	4.48	4.42
Program attendance per 1000 capita	439	471	471	470
Public Service hours per 1000 capita	52.68	52.84	55.53	58
Square feet per capita	.39	.40	.39	.39
Operating revenue per capita	\$65.44	\$66.24	\$71.58	\$76.91
FTE per 1000 capita	.44	.48	.49	.50
Net Promoter Score	70.3	N/A	79.8	85
<b>Library Benchmark Operational Measures</b>				
Active Households	N/A	113,274	115,562	118,000
Active Cardholders	N/A	183,480	189,142	194,800
Program attendance	244,503	273,293	274,669	275,250
Total collection use	9,311,923	9,152,204	9,706,552	10,200,000
Visits (Physical)	2,608,238	2,718,796	2,613,399	2,590,000
<b>Public Library Outcome Measures</b>				
Edge (JCPL Total against industry)				Maintain position as above industry average in all categories
Project Outcome (JCPL score against industry)				Improve against industry average in one more category

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



[jeffcolibrary.org](http://jeffcolibrary.org)

TO: Donna Walker, Executive Director

FROM: Steve Chestnut, Director of Facilities and Construction

DATE: March 3, 2020

RE: Environmental Designs Inc, 2020 Landscape Management Services Contract, 2nd Renewal

**History of Contract:**

Environmental Designs Inc. provides landscape management services for all JCPL owned properties. JCPL entered into a contract with Environmental Designs Inc. for landscape management in 2018. In March 2019, the Board approved the library to enter into a one-year renewal of this contract. Our current contract ends April 19, 2020 and JCPL would like to renew the contract with Environmental Designs Inc. for a second time. This second renewal term would provide for services from April 20, 2020 through April 19, 2021. The base price for the landscape management services is \$87,000 and JCPL would reserve the right to request and add additional services on an as needed basis. There is an increase in the base price from the previous renewal due to the addition of the Fehringer Ranch property to the list of locations that will be regularly maintained under the contract. We paid for minimal landscape maintenance at Fehringer Ranch on an as needed basis in 2019, and we would like to have more consistent landscape management for that property in 2020.

**2020 Budget:**

The base amount for the landscape management services is \$87,000 and the Library has the ability to request additional services if needed. The total annual cost to the Library will be within the 2020 budget for landscaping services of \$115,000.

**Next Actions:**

I would like to ask the Board of Trustees to authorize the Library Executive Director to renew our agreement with Environmental Designs Inc. for a period of one year, for the base amount of \$87,000. This item will be placed on the consent agenda for the March 19, 2020 Library Board meeting unless otherwise instructed by the Board.

## memorandum

To: Donna Walker, Executive Director  
From: Julianne Rist, Director of Libraries & Padma Polepeddi, Assistant Director of Library Experience  
Re: South County Book Drop Use Agreement  
Date: March 3, 2020

**Background:** The central and overriding mission for Jefferson County Public Library is to provide equal opportunity to access information and opportunities.

A Strategic Priority of JCPL is to reach more people and provide equity of access, to library services, resources, programs, technology, and learning. In addition to physical library spaces and digital environments, Alternative Services Delivery (ASD) supports JCPL's strategic plan to provide this equity of access.

The goal of ASD is to address barriers related to demographics, socioeconomic, age or infirmity, physical or mental disability, time and distance, lack of transportation and lack of awareness by expanding and enhancing access.

The South County book drop is part of the strategies to implement ASD and it is the second book drop deployed in the county. The first book drop is in Conifer.

The library has worked with ACF Property Management of the KC Shopping Center 01 LLC, to identify a location for the book drop in the shopping center parking lot, close to the Saturday bookmobile stop. A Use Agreement was created to allow JCPL to place a book drop in the identified area, free of charge. The book drop will remain there until JCPL or the Property manager notifies the other that they would like it removed.

**Action Requested:** I recommend that the Library Board of Trustees authorize the Executive Director to sign the Use Agreement with ACF Property Management of the KC Shopping Center 01, LLC for the placement of the Book Drop. **This item will be placed on the consent agenda for the March 19, 2020 Library Board meeting unless otherwise instructed by the Board.**

## USE AGREEMENT

THIS USE AGREEMENT (this "Agreement"), dated for reference purposes only March 19, 2020, is made between KC Shopping Center 01, LLC, a Colorado limited liability company (the "Landlord") and the JEFFERSON COUNTY PUBLIC LIBRARY, a body politic and corporate (the "Library," and together with the Landlord, the "Parties").

## RECITALS

- A. The Landlord owns certain real property located at 12482 West Ken Caryl Avenue, Littleton, Colorado (the "KC Shopping Center").
- B. The Library desires to use a portion of land located in the KC Shopping Center, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Site"), for the purpose of installing and operating a secure book drop box (the "Book Drop") thereon.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, the Parties agree as follows:

1. AGREEMENT. The Landlord agrees to permit the Library use of the Site for the purpose of installing and operating the Book Drop according to the terms and conditions set forth herein.
2. TERM AND TERMINATION.
  - a) Term. This Agreement shall commence upon full execution and remain in effect until terminated by the Parties in accordance with the terms of this Agreement.
  - b) Termination – Without Default. Either Party may terminate this Agreement at any time for any reason by providing the other Party with a minimum of 30 days' notice of its intent to terminate pursuant to Section 10 below.
  - c) Termination for Default. In addition to the foregoing, either Party may terminate this Agreement immediately upon an uncured event of default by the other Party as described herein. An uncured event of default shall occur if either Party fails to materially perform or observe a term of this Agreement, and such failure continues for more than seven days after written notice from the other Party, except that such seven day cure period shall be extended as is reasonably necessary to permit the Party in default to complete cure, so long as such Party continuously and diligently pursues and completes cure.
3. RENT. At this time, no monthly rental or common area maintenance fee will be charged to the Library by the Landlord. The Landlord reserves the right to charge a common area maintenance fee but must serve a 30 day written notice advising the Library of the fee.
4. INSTALLATION OF BOOK DROP. The Library shall be solely responsible for installation of the Book Drop, in cooperation with the Landlord, and in a location approved by the Landlord.

5. USE OF BOOK DROP.

- a) The Book Drop shall be available for use by the Library as a twenty-four hour, seven-day-a-week drop-off location for the purpose of allowing Library patrons to return Library materials.
- b) With the prior consent of the Landlord, the Library may install signs or flags on or near the Site to direct patrons to the Book Drop.
- c) The Library shall be responsible for maintaining the area directly around the book drop and keeping the area free of debris.
- d) The landlord's snow removal crew will not pile snow up in the space where the bookdrop is and to be careful of it when plowing the parking lot. Library staff will take care of clearing snow around the bookdrop and putting down salt/gravel.

6. DESTRUCTION OF SITE. In the event the Site is rendered substantially unsuitable for the purposes of this Agreement by flood, fire or other casualty, the Library may at its option either (i) restore the Site to a suitable condition, or (ii) terminate this Agreement by written notice to the Landlord.

7. INSURANCE.

- a) Landlord's Insurance. The Landlord shall maintain, through commercial policy or self-insurance, insurance coverage insuring the Site against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage endorsement.
- b) Library's Insurance. The Library shall maintain, through commercial policy or self-insurance, property insurance covering all Library equipment and other personal property located on the Site, and shall name *K.C. Shopping Center 01, LLC* and *ACF Property Management, Inc.* as additional insured. The book drop structure shall be considered the Library's personal property and shall be covered by the Library's insurance.

8. PERMITS AND APPROVALS. Each Party shall be solely responsible for obtaining any licenses, permits or approvals that are required by law to complete their respective obligations set forth herein.

9. SURRENDER OF SITE. Upon the termination of this Agreement, the Library shall, at its sole expense, remove the Book Drop and all other Library personal property located on the Site from the Site and surrender the Site to the Property Manager in as good condition as received, reasonable wear and tear excepted, free from debris and broom clean. The Library shall not remove anything from the Site which constitutes an integral part of the real estate. Any personal property not removed by the Library within thirty (30) days after the termination of this Agreement shall be deemed abandoned and the Property Manager may, without notice to the Library, dispose of the same.



10. 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:

The Library:

Jefferson County Public Library  
Manager of Budget and Finance  
10200 W. 20th Ave.  
Lakewood, CO 80215  
Tele: 303-235-5275  
Email: contracts.jcpl@jeffcolibrary.org

with a copy to:

Jefferson County Attorney  
100 Jefferson County Pkwy.  
Golden, Colorado 80419-5500  
Tel: 303-271-8900  
Email: CAOContracts@jeffco.us

To the Property Manager:

ACF Property Management, Inc.  
14455 W 64<sup>th</sup> Ave, Suite Q  
Arvada, CO 80004  
Tele: 303-291-0111  
Email: VSandage@acfpm.com

With a copy to:

K.C. Shopping Center 01, LLC  
12411 Ventura Blvd.  
Studio City, CA 91604

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.

11. MISCELLANEOUS PROVISIONS.

- a) Non-Appropriation. To the extent that this Agreement purports to create a financial obligation of either Party payable in a fiscal year subsequent to the fiscal year of execution of this Agreement, such obligation is contingent upon such Party appropriating and budgeting funds for that purpose. The Library's fiscal year is currently the calendar year.
- b) Survival Clause. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or continue beyond the termination date of this Agreement shall survive such termination date and be enforceable as provided herein in the event of a failure to perform or comply by a Party to this Agreement.
- c) Authorization. The Parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each of the Parties have been authorized to do so.
- d) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.
- e) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.
- f) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado without regard to any conflict of laws doctrine. The Parties agree that any dispute, action or proceeding arising out of this Agreement shall be subject to the venue and jurisdiction of the County or District Court of Jefferson County, Colorado.
- g) Waiver. No term or condition of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by both Parties or their duly authorized representatives.
- h) Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

*[Signatures on Next Page]*

The Parties hereto have signed this Agreement as of the date indicated below.

KC Shopping Center 01, LLC  
A Colorado limited liability company:  
By: ACF PROPERTY MANAGEMENT, INC.

By: \_\_\_\_\_  
Victoria Sandage, Sr. Property Manager  
Date: \_\_\_\_\_

LEGAL COUNSEL - OPTIONAL

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

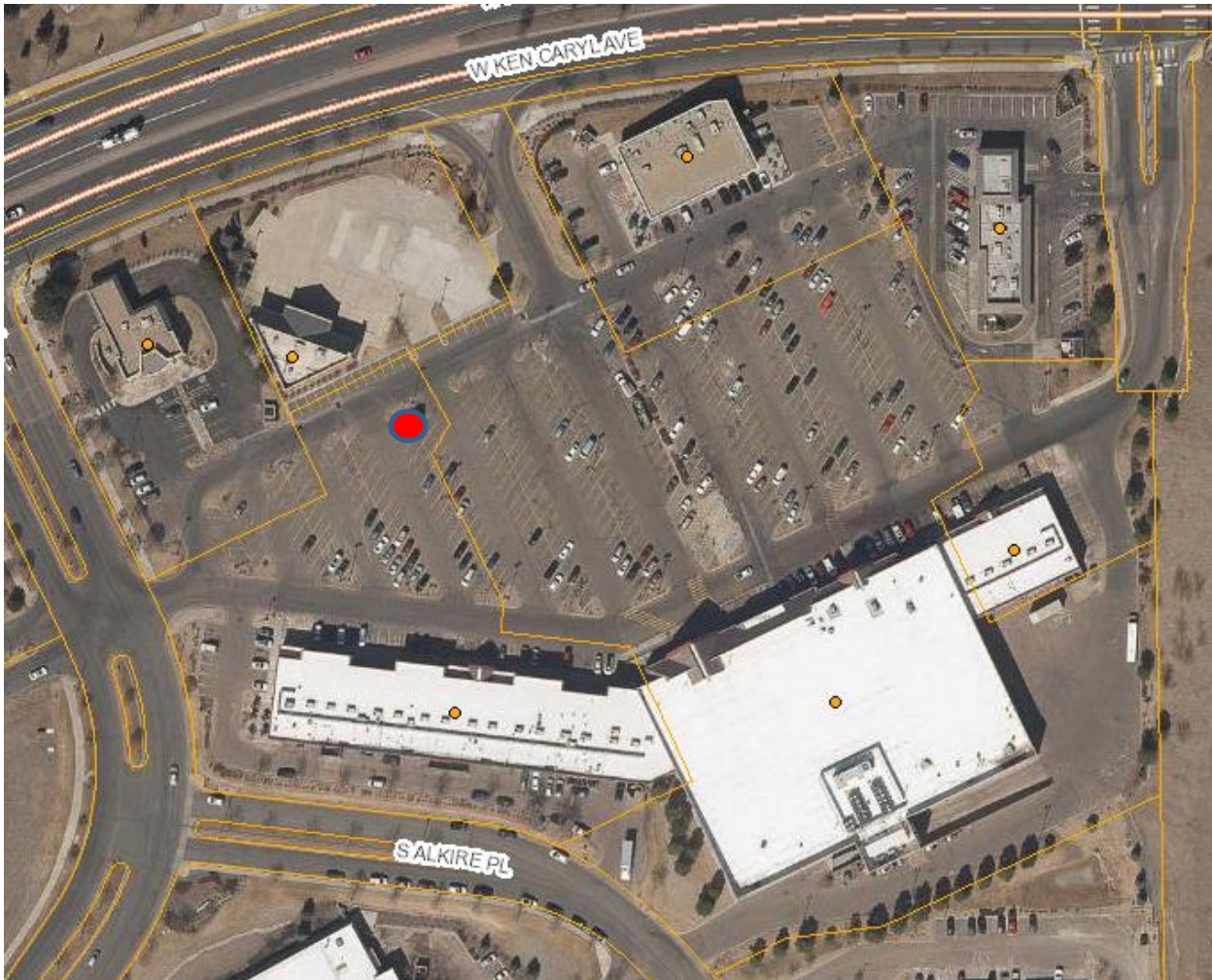
JEFFERSON COUNTY PUBLIC LIBRARY

By: \_\_\_\_\_  
Donna R. Walker, Executive Director  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kurtis D. Behn  
Assistant County Attorney

Exhibit A



To be located in area indicated by the red circle.