## DOUGLAS COUNTY LIBRARIES BOARD BUSINESS MEETING

Wednesday, September 25, 2024, 5:30 p.m., Philip and Jerry Miller Library, Castle Rock, CO

Agenda Topic	Presenter	Page
Call meeting to Order	Terry Nolan	
Attendance		
Public Comment		
Consent Agenda Recommendation(s) Memo	Terry Nolan	<u>3</u>
<ol> <li>Minutes 082824 Board Business Meeting</li> <li>Minutes 090524 Board Special Meeting</li> <li>2025 Staff Day Closure</li> <li>Budgeted Capital Expenditure Security Camera System</li> <li>Final Accounting of Emergency Action - Highlands Ranch Library F</li> <li>2025 Holidays</li> </ol>	Flood	<u>4</u> <u>10</u> <u>12</u> <u>13</u> <u>17</u> <u>18</u>
<b>Library Business</b> Do any board members have a conflict of interest to disclose regarding any of the below If so, please recuse yourself, and return to the meeting after discussion has ended.	Terry Nolan matters?	
<ul> <li><u>Action Items</u></li> <li>Louviers Library Lease IGA First Amendment</li> <li>Annual Risk Report</li> </ul>		<u>20</u> <u>31</u>
Executive Library Director Report	Bob Pasicznyuk	<u>33</u>
Partner Reports		

- Partnership of Douglas County Governments
- Douglas County Youth Initiative
- Urban Libraries Council
- Foundation

#### **Executive Session**

Pursuant to C.R.S., Section 24-6-402(4)(f), C.R.S., for the purposes of discussing personnel matters related to the Executive Library Director's annual review, compensation and goals.

### **Return to Open Meeting**

#### **Trustee Comments**

#### **Upcoming Board Meetings**

- October 17, 2024, Executive Committee Meeting, Castle Pines Library, Castle Pines
- October 23, 2024, Philip & Jerry Miller Library, Castle Rock
  - Board Study Session, 4:00 p.m. (Dinner at 5:00 p.m.)
  - o Board Business Meeting, 5:30 p.m.

### **Other Meetings:**

• September 27, 2024, Douglas County Libraries Foundation Annual Gala, Highlands Ranch Mansion, Highlands Ranch, 5:00 p.m.

### Adjourn

### MEMO

To:	Douglas County Libraries Board of Trustees
Date:	September 25, 2024
From:	Patti Owen-DeLay
Subject:	Consent Agenda Recommendation(s)

**ISSUE:** Review and approve Consent Agenda item(s).

**DISCUSSION:** The Consent Agenda follows the process outlined below:

- Items will be recommended as norm or appropriate for the Consent Agenda
- Any board member can suggest adding or pulling items from the Consent Agenda
- It takes a motion and unanimous vote to add items to the Consent Agenda
- Any one board member can request to pull consent items for further discussion, which will then be moved for discussion and possible action under Library Business
- Motion recommendation will be accepted as proposed; if an amended motion is needed, we will pull the item from the Consent Agenda to accomplish this

Consent Agenda Item(s) for this meeting is/are:

- 1. Minutes 082824 Board Business Meeting
- 2. Minutes 090524 Board Special Meeting
- 3. Security Camera System
- 4. 2025 Staff Day Closure
- 5. Final Accounting of Emergency Action Highlands Ranch Library Flood
- 6. 2025 Holidays

**<u>RECOMMENDATION</u>**: Move to approve the consent agenda item(s) as presented, or as amended (if an item or items were pulled).

The motion in the board meeting minutes will name all items approved as part of the Consent Agenda.

#### DOUGLAS COUNTY LIBRARIES Board of Trustees Business Meeting August 28, 2024 Castle Rock, CO

President Nolan called the business meeting to order at 5:31 p.m.

This meeting was held and was noticed in compliance with both Colorado Open Meeting Law and the Douglas County Libraries Bylaws.

The following were present:

**TRUSTEES:** Suzanne Burkholder, Jessica Kallweit, Rick LaPointe, Zach McKinney, Terry Nolan, Meghann Silverthorn, and Ted Vail

LaPointe and McKinney attended via conference phone.

All trustees were present. A quorum was present.

**STAFF:** Bob Pasicznyuk, Terrell Brown, Casie Cook, Jill Corrente, Dave Meyer, and Patti Owen-DeLay

SECURITY: Officer Godfrey, Castle Rock Police

**PUBLIC:** Jeff Holwell with the City of Lone Tree, Adeline Jones, Roger Kime, Ellie Reynolds, Becky Spilver (Library Employee), and Alex Taylor

#### **PUBLIC COMMENT:**

<u>Roger Kime</u> – Douglas County (DC) Resident. Concerned that library needs for the Sterling Ranch community are not being met.

<u>Alex Taylor</u> – DC Resident, representative of District 2, Sterling Ranch. Looking forward to having a library in Sterling Ranch. Here to support that effort.

<u>Adeline Jones</u> – DC Resident, Sterling Ranch. Feels underserved. Wants more of the amenities like at the Highlands Ranch library in Sterling Ranch.

Public comment was closed.

#### **CONSENT AGENDA**

- 1. Minutes June 26, 2024, Board Business Meeting
- 2. Closure of the Highlands Ranch library for maintenance

Nothing was removed from the Consent Agenda.

**MOTION 24-08-01:** Kallweit moved and the motion carried unanimously to approve the minutes of June 26, 2024, and the closure of the Highlands Ranch library from September 16-30, 2024, for roof maintenance as presented. Vail seconded the motion.

#### LIBRARY BUSINESS

No trustee declared any conflict of interest for any business before the Board during this meeting.

#### 2025 Budget Foundational Assumptions

Revenue Assumptions: The Library will not augment revenue in 2025 through any mill levy override, mill levy increase, bonds, or Certificates of Participation.

**Expenditure Assumptions:** 

- 1. Maintain competitive wages through a 3.5% merit increase akin to market conditions and correcting positions that are not compensated at market rates (about \$175,000).
- 2. Maintain capital, facilities and IT assets through routine maintenance, repairs, and industry-recommended replacement schedules.
- No changes to our 2024 Library service offerings, hours of operation, and collections. The budget supports current offerings and does not make any changes to those offerings – content, technology, reading, and cultural event offerings.

Silverthorn asked if partnering with the Douglas County School District to fill gaps with early literacy for kids before grade four who need it is included in this budget.

Burkholder stated that DCSD shared that they had made ground and were not behind in these learning areas, adding that even with this information, supporting children's reading programs is a core responsibility of DCL and referred this to Bob and team to advise the board further.

Pasicznyuk stated that he would investigate this prior to the December budget approvals.

**MOTION 24-08-02:** Burkholder moved and the motion carried unanimously to direct staff to prepare the 2025 budget with the above assumptions as outlined in the memo "Board Direction - Budget Foundational Assumptions." Kallweit seconded the motion.

#### Board Direction Strategic Planning

- The Board isn't looking for significant, wholesale changes to our Library's offerings or program of service in the next few years.
- The Library is in a season of revenue uncertainty. The Library may not have the resources to pursue every priority, but these are the targets of our pursuit: our current offerings/wide availability of hours, maintaining competitive talent, capital maintenance, and executing on a new facility in Northwest Douglas County.

Therefore, strategic planning efforts will focus on a check-in with our community using the Partnership of Douglas County Governments as the means for specific feedback about our current offerings and investment.

Vail thinks more can be learned but that it needs to be done sooner rather than later.

Pasicznyuk reviewed legislation that is coming forward to put limits on property tax that would cap and reduce our revenue. Given this environment, we likely will not have money to do major new initiatives.

Burkholder mentioned the rising cost of e-content and our ability to keep up with demand as a threat.

Vail asked about doing a more formal strategic planning process. Pasicznyuk shared that we can do work without this more formal strategic planning process due to the likely situation with revenue. Vail believes that some of the process can be done without money or a formal, consultant process.

Pasicznyuk reviewed how a process using partners with the Partnership of Douglas County Governments could look.

**MOTION 24-08-03:** Kallweit moved and the motion carried 6 to 1 to validate the Library's planning assumptions as presented above and as outlined in the memo "Board Direction – Strategic Planning." LaPointe seconded the motion.

#### Lone Tree Urban Renewal Authority Revised Agreement

The City of Lone Tree is leveraging an Urban Renewal Authority to motivate economic development for the area formerly known as the Lone Tree Entertainment District.

The Board directed that two points be negotiated:

- 1. That the agreement applies a differential between residential and nonresidential properties.
- 2. That the agreement terminates when the URA has reached revenue goals or by the termination date in the future December 5, 2048.

The agreement before the Board includes these two negotiated terms.

**MOTION 24-08-04:** Nolan moved and the motion carried 5 to 2 to approve the Intergovernmental Agreement with the City of Lone Tree for the Urban Renewal Authority in the area formerly known as the Lone Tree Entertainment District. Burkholder seconded the motion.

#### <u>Opt-out Provision Recommendation for Colorado Revised Statute State Bill (CRS SB)</u> 24-131 Firearms

Pasicznyuk talked about CRS SB 24-131 prohibiting firearms where the library executive presides. In order to maintain consistency, compliance, and few rules, staff is recommending to opt out.

**MOTION 24-08-05:** Kallweit moved and the motion was amended to adopt Resolution 24-08-01 *formerly* opting out of SB 24-131 firearm requirements for all Douglas County

**MOTION 24-08-06:** Silverthorn moved and Motion 24-08-05 was amended to adopt Resolution 24-08-01 correcting formerly to formally and opting out of SB 24-131 firearm requirements for all Douglas County Libraries facilities in keeping with the statute's provisions for local governments to opt out. LaPointe seconded the motion.

### Board Direction Urban Libraries Council (ULC) Membership

Silverthorn reviewed five points of value to ULC when considering the benefit of membership.

- 1. Power of Association
- 2. Meetings, Forums and Conferences
- 3. Shared Ideas
- 4. Publications
- 5. Resources

Vail encouraged the Board to consider ensuring that the Library continues to have a balance of partnership with other non-library entities.

Burkholder asked for an example of benefit of ULC. Pasicznyuk shared information about support around book banning. For him, it was a simulation of things to come. Pasicznyuk also shared that it is good for us to be in conversations with people who look at the world differently than us, citing that as a way to spark creativity and innovation.

The Board took no action to remove funding from the ULC membership.

### Board Member on Trustee Appointment Panel

Nolan brought forward discussion to select a representative.

**MOTION 24-08-07:** Nolan moved and the motion carried unanimously to appoint Suzanne Burkholder to be the Library representative with Vail as the backup on the panel to recommend Library trustees to fill the three spots coming up January 1, 2025. Kallweit seconded the motion.

### Proposal to Consolidate October Business and Special Meetings

Pasicznyuk reviewed reasoning to reschedule the October 30, 2024, Board Study Session and Business Meetings to October 23, 2024, and to cancel the October 23, 2024, Special Meeting. The Board agreed with this schedule change.

### Executive Library Director Report

Pasicznyuk stated that a couple thousand people have engaged with our annual Brew Tour, benefiting local partners and attracting people who don't usually engage with us.

Summer is always our biggest season with numerous ways to engage our community.

#### PARTNER REPORTS

Partnership of Douglas County Governments

Vail reported on the state demographer's trends presentation.

#### Douglas County Youth Initiative (DCYI)

McKinney reported the funding increase request will be coming in September or October.

Monday, October 4, 2024, is the DCYI Youth Congress at the State Capitol.

Urban Libraries Council (ULC)

Silverthorn shared discussion from their last board meeting centered around how libraries can be impacted by societal and leadership changes.

#### **Douglas County Libraries Foundation**

Burkholder encouraged trustees to attend the September 27, 2024, Annual Foundation Gala. The theme this year is Pinocchio.

#### **TRUSTEE COMMENTS**

Nolan reminded trustees to complete Pasicznyuk's review survey by September 6, 2024.

Nolan also brought forth information on a call he received stating that two of the three Board of County Commissioners (BOCC) members were acting to remove trustee Silverthorn. Nolan read the certain parts of Colorado Library Law and the Douglas County Libraries Board Bylaws concerning trustee removal. Formal action is scheduled to be taken on September 10 at the BOCC business meeting.

Pasicznyuk made a Colorado Open Records request for information on this matter.

Nolan stated he saw no cause for her dismissal from the Library's knowledge or perspective of her Board work.

Silverthorn stated that she believes the matter is related to work that she undertakes outside of her role as a Library trustee.

**MOTION 24-08-08:** Nolan moved and the motion carried unanimously, with Silverthorn abstaining, that the Board authorizes Nolan to testify at the September 10 BOCC meeting stating that Silverthorn's service on the Library Board has been good and the Library has no known cause for her removal. LaPointe seconded the motion.

#### **UPCOMING BOARD MEETINGS**

- Board Executive Committee: September 12, 2024, Castle Pines Library, 8:00 a.m.
- **Board Study Session:** September 25, 2024, Philip & Jerry Miller Library at Castle Rock, 4:00 p.m.

• **Board Business Meeting:** September 25, 2024, Philip & Jerry Miller Library at Castle Rock, 5:30 p.m. (Dinner at 5:00 p.m.)

#### **OTHER MEETINGS**

- **Partnership of Douglas County Governments:** September 18, 2024, Location to Be Announced, 7:00 a.m. breakfast, 7:30-9:30 a.m. meeting.
- **Douglas County Libraries Foundation Annual Gala:** September 27, 2024, Highlands Ranch Mansion, Highlands Ranch, 6:00 p.m.

#### ADJOURN

Nolan adjourned the meeting at 6:42 p.m.

Respectfully submitted, Suzanne Burkholder, Board Secretary Minutes prepared by Patti Owen-DeLay Approved MOTION \_\_\_\_\_, Date \_\_\_\_

#### DOUGLAS COUNTY LIBRARIES Board of Trustees Special Meeting September 5, 2024 Virtual - Zoom

President Nolan called the special meeting to order at 5:31 p.m.

This meeting was held and was noticed in compliance with both Colorado Open Meeting Law and the Douglas County Libraries Bylaws.

The following were present:

**TRUSTEES:** Suzanne Burkholder, Jessica Kallweit, Rick LaPointe, Zach McKinney, Terry Nolan, Meghann Silverthorn, and Ted Vail

All trustees were present. A quorum was present.

**STAFF:** Bob Pasicznyuk and Patti Owen-DeLay

PUBLIC: None

#### LIBRARY BUSINESS

No trustee declared any conflict of interest for any business before the Board during this meeting.

This meeting was called to amend Motion 24-08-08 authorizing Board President Nolan to speak before the Board of County Commissioners (BOCC) at their September 10, 2024, meeting stating that based on Colorado Library Law and Douglas County Libraries Bylaws the Board sees no cause for removal of Silverthorn in her duties to the Library, to include a written Board letter. Board discussion centered around the belief that this was one item on the BOCC consent agenda for the September 10, 2024 meeting.

Silverthorn shared she believes that this is related to a political matter with a side joint fundraising committee of the County Republican party. Silverthorn recommends that a public statement or a Board letter be read out loud, or that public comment be given at the September 10, 2024, BOCC meeting versus just sending the letter to the BOCC. Silverthorn is meeting with Commissioner Laydon tomorrow and will inform the Board of where the situation stands after that conversation.

The letter as presented in the packet stands with no changes.

**MOTION 24-09-01SP:** Nolan moved and the motion carried unanimously, with Silverthorn abstaining, to modify Motion 24-08-08 to deliver the letter to the BOCC tomorrow afternoon, and to direct a Board representative to read the presented letter on behalf of the Board at the September 10, 2024, meeting, with said letter stating that based on Colorado Library Law and Douglas County Libraries Bylaws the Board sees no cause for removal of Silverthorn in her duties to the Library. This motion applies only if this remains on the BOCC's Tuesday business meeting agenda after Silverthorn's

Friday, September 6, 2024, 10:00 a.m. conversation with Commissioner Laydon. Burkholder seconded the motion.

Kallweit will read the letter on behalf of the Board.

#### **UPCOMING BOARD MEETINGS**

- New Date & Location Board Executive Committee: September 19, 2024, Virtual, 8:00 a.m.
- **Board Study Session:** September 25, 2024, Philip & Jerry Miller Library at Castle Rock, 4:00 p.m.
- **Board Business Meeting:** September 25, 2024, Philip & Jerry Miller Library at Castle Rock, 5:30 p.m. (Dinner at 5:00 p.m.)

#### **OTHER MEETINGS**

- **Partnership of Douglas County Governments:** September 18, 2024, Location to Be Announced, 7:00 a.m. breakfast, 7:30-9:30 a.m. meeting.
- **Douglas County Libraries Foundation Annual Gala:** September 27, 2024, Highlands Ranch Mansion, Highlands Ranch, 6:00 p.m.

### ADJOURN

Nolan adjourned the meeting at 6:12 p.m.

Respectfully submitted, Suzanne Burkholder, Board Secretary Minutes prepared by Patti Owen-DeLay Approved MOTION \_\_\_\_\_, Date \_\_\_

#### MEMO

To:	Douglas County Libraries Board of Trustees
Date:	September 25, 2024
From:	Bob Pasicznyuk
Subject:	Consent Agenda – 2025 Staff Day Closure

ISSUE: 2025 Staff Day Closure

#### **DISCUSSION:**

I would like to request a closure day for our annual staff development event. This is our staff's only day to spend time together for the purpose of training, recognition, team building, learning and development, internal communication efforts, and celebrating the year's successes.

I am requesting a closure date of Friday, September 12, 2025 for this event.

**RECOMMENDATION:** We recommend the Board approve the closure of all Douglas County Libraries on September 12, 2025 for a staff development day.

ΜΕΜΟ

То:	Douglas County Libraries Board of Trustees
Date:	09/25/24
From:	Jill Corrente
Subject:	Budgeted Capital Expense - District security camera storage system upgrade

**ISSUE:** The district security camera storage system is end of life and out of support. In addition to being end of life we are only capable of storing 2 weeks of video footage. We need to replace the servers that store the video footage and would like to store 4 weeks of footage as is recommended by the state retention guidelines.

**DISCUSSION:** The 2024 Budget includes \$250,000 budgeted for this work. We are requesting board authorization now so that our IT Team can schedule and complete these upgrades.

Attached are quotes for 3 physical servers compatible with our existing system for \$98,490.00 and 2 expansion shelves for our existing SAN (Storage Area Network) for \$127,000.16

This will allow for our existing camera system to function and accommodate additional footage for the next 3 years at which time a more significant upgrade may be required.

Additional funds will be used for smaller pieces such as PDU's, SFP's, cabling and any professional services to assist with the migration. The majority of work will be done by DCL staff. These additional items will be well below the remaining \$24,509.84 budgeted.

**RECOMMENDATION:** We recommend that the Board approve the budgeted \$250,000 for upgrade work on the security camera storage system throughout the district.



<u>Quote Prepared For</u>: Douglas County Libraries 100 S Wilcox St Castle Rock, CO, 80104 14 of 35

**CDI LLC** 500 Fifth Avenue, Suite 1500 New York, NY 10110 (877) 216 0133

 Quote Date:
 07/25/2024

 Exp Date:
 08/07/2024

 Quote No:
 Q-107533-1

 Prepared By:
 teresa.wittmann@cdillc.com

HPE

HPE - 3YR Support TOTAL	
HDE 2VD Support	\$ 63.765.08
HPE - 3YR Support	\$ 63,765.08

Account Manager: Steve Kampa Email: steve.kampa@cdillc.com Phone#: +1 3038599470

#### **Terms & Conditions**

The attached Terms & Conditions govern this Product Quote provided by Computer Design & Integration LLC ("CDI") to Client (the "Agreement"). If CDI and Client have previously entered into a separate written agreement that governs this Product Quote, the terms and conditions of that agreement shall prevail and not the attached terms. CDI and Client are referred to herein each as a "Party" and collectively as "the Parties."



HPE - 3	3YR Support			
QTY	PART NUMBER	DESCRIPTION	UNIT SELL	EXT. SELL
1	Q8G47B	HPE NS HF40/60 ES3 126TB 9.6TB CTO Shelf	\$ 40,148.89	\$ 40,148.89
1	Q8C26B	HPE NS HF ES3 5.76TB FIO Cache Bndl	\$ 13,834.72	\$ 13,834.72
2	Q8J27A	HPE NS C13 to C14 FIO Power Cord	\$ 0.20	\$ 0.40
1	S2V20A	HPE Alletra STG 2120 2x 1200W FIO PS Kit	\$ 0.20	\$ 0.20
1	HU4A9A3	HPE 3Y TC ESSENTIAL EXCH SVC	\$ 0.00	\$ 0.00
1	HU4A9A3#ZFA	HPE NS HF40/60 5.76TB Cache Support	\$ 2,730.91	\$ 2,730.91
1	HU4A9A3#ZFU	HPE NS HF40/60 ES3 126TB Shelf Supp	\$ 7,049.96	\$ 7,049.96
			SUBTOTAL	\$ 63,765.08

QTY	PART NUMBER	DESCRIPTION	UNIT SELL	EXT. SELL
1	Q8G47B	HPE NS HF40/60 ES3 126TB 9.6TB CTO Shelf	\$ 40,148.89	\$ 40,148.89
1	Q8C26B	HPE NS HF ES3 5.76TB FIO Cache Bndl	\$ 13,834.72	\$ 13,834.72
2	Q8J27A	HPE NS C13 to C14 FIO Power Cord	\$ 0.20	\$ 0.40
1	S2V20A	HPE Alletra STG 2120 2x 1200W FIO PS Kit	\$ 0.20	\$ 0.20
1	HU4A9A3	HPE 3Y TC ESSENTIAL EXCH SVC	\$ 0.00	\$ 0.00
1	HU4A9A3#ZFA	HPE NS HF40/60 5.76TB Cache Support	\$ 2,730.91	\$ 2,730.91
1	HU4A9A3#ZFU	HPE NS HF40/60 ES3 126TB Shelf Supp	\$ 7,049.96	\$ 7,049.96
	·	· · ·	SUBTOTAL	\$ 63,765.08



\*Quote Valid for 30 Days

July 30, 2024



#### 10635 Shadow Wood Drive Houston, TX 77043 Phone: (512) 853-9411 Fax: (512) 790-9816 www.allcampussecurity.com

Name:	Eustache Nguie-Sino Douglas County Library		Email: <u>eng</u> Phone: 303	uiesino@dclibraries.org .688.7714
State:		CO	Zip:	
		Quote Description:		
Qty	Item	Description	Unit Price	Total
3	NVR-R-2-256TB-V4	i-PRO SR3E, 2x XEON SILVER 16C/32T CPU, 64GB RAM, WINDOWS SERVER 2022 STD ON 2x 240GB M.2 SSD (RAID 1) - STORAGE: 16 x 16TB ENTERPRISE HDD (256TB TOTAL, 224TB USABLE AFTER RAID 6), 2 x PSU, 4 x 1GB RJ-45, 2 x 10GB SPF+. UNIT INCLUDES KEYBOARD, MOUSE, IDRAC ENTERPRISE, RAILS. NO OPTICAL DRIVE. VI ENTERPRISE SERVER ACTIVATION	\$32,830.00	\$98,490.00
		PRE-CONFIGURED IN HOUSE, 1-YEAR VI HEALTHMONITOR PLUS ACTIVATION, 5 YEAR PRO- LIMITED HARDWARE WARRANTY WITH ON-SIGHT SERVICE. RECOMMENDED USE CASE UP		
		TO 600Mbs OF TOTAL NETWORK BANDWIDTH ON 1Gbps DEDICATED NETWORK Or		

1200Mbps OF TOTAL NETWORK BANDWIDTH on a DEDICATED 10Gbs NETWORK

		SubTotal	\$98,490.00
Submitted by:	Chris Powell	Freight	\$223.50
	<u>cpowell@allcampussecurity.com</u>		\$-
	(512) 823-0111	Tax*	\$-
		Total	\$98,713.50
	www.allcampussecurity.com		
	Your Active Campus LLC (dba All Campus Security) Purchase Includes:		
	*Sales and use tax is the responsibility of the purchaser		
	Terms:		
	Confidential Quote		

Visa/MC/Amex/Discover

COD Company Check

ACH / Money Wire

Return policy:

Computer and equipment / hardware returns may be accepted for 30 days after purchase with unopen box and unblemished packaging, but will be assessed a 25% restocking fee. ALL returns must obtain an (**RMA**) Return Merchandise Authorization number by All Campus Security before the return.

IP Camera Software is ( NOT ) returnable / Shipping charges are not refundable

Deductible

**ISSUE:** A water line broke at the Highlands Ranch Library on January 17, 2024.

**DISCUSSION:** This event resulted in the Executive Library Director acting as authorized by the Library's Risk Management Policy which states: *In the event of a natural or human made disaster, act of terrorism, or other disruption to Library operations, the Executive Library Director is given authority to act as needed outside the scope of authority otherwise delineated in policy.* 

The Board authorized this action by Motion 01-30-03: Nolan moved and the motion carried unanimously to ratify the emergency actions of the Executive Library Director in this water line break incident at the Highlands Ranch library and to grant authority to act until the matter is resolved, while keeping the board informed of those actions. LaPointe seconded the motion.

Below you see the almost final accounting for money expended against insurance reimbursements and deductible.

# The Library has settled insurance reimbursements and costs around the Q1 flooding event at our Highlands Ranch Library.

Expenses - Description	Amount
Servpro - Water Restoration	47,688.60
Denver Commercial Property Services - Commercial Cleaning*	975.00
Fransen Pittman - Repairs	159,252.00
Indirect Cost - Destroyed Materials	1,817.42
Indirect Cost - DCL Labor	9,079.93
Total Expenses:	218,812.95
Reimbursements	-167,837.95

Total out of pocket costs	50,975.00

\*The \$975 invoice was recently submitted for reimbursement - expecting reimbursement in the coming weeks.

**RECOMMENDATION:** None, almost final reporting only.

50,000.00

MEMO

То:	Douglas County Libraries Board of Trustees
Date:	September 25, 2024
From:	Jill Corrente
Subject:	2025 Holiday Closures

**ISSUE:** As per DCL Closure Policy, attached is the 2025 Holiday Closure schedule for board notification.

Excerpt from DCL Closure Policy:

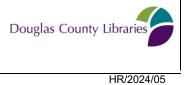
Douglas County Libraries (the "Library") will observe annually the following holidays via closure:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Board of Trustees ("Board") must approve any other Library closures other than those for emergencies, inclement weather, or short-term changes of operating hours to accommodate events or similar opportunities. The Executive Library Director will advise the Board on coming holidays and annual closures during the September meeting each year.

**DISCUSSION:** The draft holiday closure schedule includes 9 observed holidays, along with 3 early closure dates.

**<u>RECOMMENDATION</u>**: None; information only.



## **Observed Holidays: All district facilities will be closed.**

New Year's Day	Wednesday, January 1
Martin Luther King Day	Monday, January 20
President's Day	Monday, February 17
Memorial Day	Monday, May 26
Juneteenth	Thursday, June 19
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Thanksgiving Day	Thursday, November 27
Christmas Day	Thursday, December 25

### **Other Closures and Special Schedule Dates:**

All district facilities will close at 3:00 pm on:

- Thanksgiving Eve, Wednesday, November 26
- Christmas Eve, Wednesday, December 24
- New Year's Eve, Wednesday, December 31

#### MEMO

To:	Douglas County Libraries Board of Trustees
Date:	September 18, 2024
From:	Bob Pasicznyuk
Subject:	Louviers Lease Agreement

**ISSUE:** The Douglas County Libraries has had a long-standing relationship with the County to use the Village Club in Louviers for library service. That agreement has annually renewed and is necessary to continue library service in Louviers.

**DISCUSSION:** The current annual rate of \$1800 as listed in the 2015 lease continues as the rate, and to be well below market value.

There are two changes with this amendment: The first change is to make the term a five-year, self-renewing term, and secondly to extend 30 days' written termination notice to both entities.

**<u>RECOMMENDATION</u>**: We recommend the board move to accept this First Amendment to the IGAwith Douglas County for lease of the Louviers Village Club for library service, as presented.

#### AMENDMENT TO AGREEMENT BETWEEN THE DOUGLAS COUNTY LIBRARIES AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING A LEASE OF COUNTY REAL PROPERTY

THIS AMENDMENT ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, to an Intergovernmental Agreement ("Agreement") by and between the DOUGLAS PUBLIC LIBRARY DISTRICT, a Colorado library district (the "District"), and the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, COLORADO (the "County"), hereinafter collectively referred to as the "Parties."

**WHEREAS,** The County and the District entered into an Agreement on January 1, 2015, regarding the lease by the County unto the District, of the Premises; and

**WHEREAS**, the Agreement term was originally set to expire in 2017 with the option to be formally renewed each year thereafter, but the parties now desire to make the renewal more automatic; and

**WHEREAS**, the Parties have budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Agreement and this Amendment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Section 2 of the Agreement, second sentence, is hereby amended to read:

"This Agreement shall be automatically renewed by the Parties in five-year increments unless otherwise terminated by either Party.

- 2. Section 21 of the Agreement is hereby amended to include termination by both the District and the County under the same conditions.
- 3. The remainder of the Agreement shall remain in full force and effect.

#### APPROVED AT TO CONTENT:

DATE:

By: \_\_\_\_\_ DATE: \_\_\_\_\_ Tim Hallmark, Facilities, Fleet & Emergency Support Services Director

#### APPROVED AS TO LEGAL FORM:

Chris Pratt, Assistant County Attorney

#### APPROVED AS TO FISCAL CONTENT:

BY: \_\_\_\_\_\_Andrew Copland, Finance Director

DISTRICT DOUGLAS COUNTY LIBRARIES:

BY: \_\_\_\_\_\_ TR Nolan, Board President

DATE:

By: \_\_\_\_\_ DATE: \_\_\_\_

DATE:

#### INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY LIBRARIES AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING A LEASE OF COUNTY REAL PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT (the "Lease Agreement") is made and entered into this 1<sup>st</sup> day of January, 2015, by and between the Douglas County Libraries, a Colorado library district (the "District"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

1. <u>Premises</u>. In consideration of the payment of the rent hereinafter provided for and the keeping and performance of the covenants and agreements of the District hereinafter set forth, the County hereby leases unto the District, and the District hereby leases from the County, the real property located at 7865 Louviers Blvd., Louviers, Colorado, and more particularly described and depicted in Exhibit A attached hereto and by this reference made part hereof (the "Premises").

2. <u>Term.</u> District shall have and hold the Premises with all the appurtenances for a term commencing on January 1, 2015, and terminating at 12:00 midnight on December 31, 2017, unless the term hereby demised shall be sooner terminated as hereinafter provided. Upon mutual agreement of the County and District, this Lease Agreement may be renewed for one-year extensions, each of which would run from January 1 through December 31, contingent upon annual funding and appropriation by the District.

3. <u>Rent</u>. District shall pay to County, as rent hereunder for the Premises, the sum of Eighteen Hundred Dollars (\$1,800.00) on an annual basis. Rent shall be payable on the first day of January, in advance and without notice, at the address of County set forth in Paragraph 18 below, or at such other place as County may from time to time designate in writing.

4. <u>Utility Charges</u>. It is agreed that all utility charges, including but not limited to water and sewer rents, and all charges for heating, lighting, gas services and trash removal for the Premises during the term of this Lease Agreement shall, as between County and District, be the responsibility of the County. District shall be responsible for all janitorial and cleaning services. In the event County desires to change the terms of this Section 4 with respect to Utility Charges County shall give District 60 days notice of such change or changes.

5. <u>Injury of Damage</u>. County shall not be responsible to the District for loss of property in or from the Premises, or for any damage done to the Premises, nor shall the County be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring on or to the Premises or adjacent premises, or by reason of the negligence or default of the owners or occupants of adjacent premises, nor shall County be liable for any injury or damage occasioned by

defective electrical wiring or the breakage or stoppage of the plumbing or sewerage upon the Premises, whether such breakage or stoppage results from freezing or otherwise.

6. <u>Alterations and/or Demolition</u>. District shall not have the right to make alterations and improvements in or to the Premises or to any structures on the Premises without the prior written consent of the County. District shall save and protect the Premises from the imposition of liens and charges arising as a result of such alterations and improvements.

#### 7. <u>Use and Compliance with Law</u>.

a. <u>Use of Premises</u>. It is understood and agreed that District shall have the exclusive right and privilege to use the Premises. District recognizes that other than the Premises as indicated in Exhibit A, the County uses the rest of the facilities at that location for other purposes and at times leases or rents its use to third parties. District agrees that their use of the Premises shall in no way interfere with the use of the rest of the County property at that location nor will they use any of the County facilities outside of the Premises without the express consent of the County.

b. District agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the United States or of the State of Colorado or of any ordinances, regulations, or orders of any municipality, or other public authority with jurisdiction over the Premises.

c. The District currently occupies the Premises on Tuesdays from noon to 8:00 P.M.; and Saturdays from 9:00 A.M. to Noon. It shall periodically be operative for more hours for programming, clean outs, etc. These activities may or may not be open to the public. District shall give reasonable notice to County of any additional hours or special events scheduled for the Premises to insure that there are no conflicts during those times of additional operations or activities and that the utilities remain on for such periods of time.

8. <u>District's Compliance with Law</u>. During the term of this Lease Agreement, District shall comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, city governments and all other governmental authorities having or claiming jurisdiction over the Premises; and District shall procure each and every permit, license, order, certificate, or other authorization now or hereafter required in connection with the lawful and proper use of the Premises. In the event of any alleged violation of law, District shall, at District's expense, have all reasonable opportunities to contest the same and shall be solely responsible for any and all costs of non-compliance.

9. <u>Maintenance and Repair</u>. County shall, at County's expense, undertake and complete all routine maintenance, repair and replacement of the Premises and any

structures thereon and shall keep same in present condition, order and repair, or better, and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction.

#### 10. Other Covenants of District.

a. <u>No Waste or Impairment of Value</u>. Except as permitted in Paragraph 6 above, District covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.

b. <u>No Nuisance. Noxious or Offensive Activity</u>. District covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property or the County.

#### 11. <u>Insurance</u>.

a. <u>District's Insurance</u>. District shall be responsible for obtaining such insurance as District may desire to cover District's property on the Premises which is not owned by County and County shall have no responsibility to obtain or pay for such insurance.

b. <u>Insurance on the Premises</u>. District shall maintain and pay the cost of liability insurance against claims for death, personal injury and property damage on or about the Premises, and fire and extended coverage insurance on any of the insurable improvements on the Premises. Policies for the insurance described in this subparagraph (b) shall name County as an additional insured; shall be in such amounts and contain such coverages as District may reasonably determine from time to time; shall be in a form and with an insurer reasonably acceptable to District, shall require at least 10 days' written notice to County of termination or material alteration during the term of this Lease Agreement; shall waive any right of subrogation against County; and shall be delivered to County on the commencement date of the term of this Lease Agreement, with evidence satisfactory to County that all premiums therefore have been paid and the policies are in full force and effect.

12. <u>Prohibition on Subletting or Assignment</u>. The District agrees that neither the Premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by the District, without the prior written consent of the County, which consent may be withheld in County's sole and absolute discretion.

13. <u>District's Default</u>. The District will observe and perform all conditions and agreements herein set forth to be observed and performed by the District, and if default be made by the District in payment of rent, or in any installment or part thereof,

or if default in performance of other covenants, conditions and agreements be made by the District, and such non-monetary default shall continue for a period of 30 days after written notice thereof has been given by the County to the District, or if more than 30 days be reasonably required to correct such non-monetary default, and District fails to commence correcting same within such 30-day period and thereafter fails to pursue correction to completion with due diligence then, in addition to any other remedy County may have against District, it shall be lawful for the County to terminate District's right to possession under this Lease Agreement, and to re-enter and repossess the Premises.

14. <u>Counterparts</u>. This Lease Agreement may be signed in counterparts which, taken together shall constitute on document, to be effective upon the date first set forth above.

15. <u>Condition of Premises at End of Term</u>. Subject to the provisions of Paragraph 6, District agrees to deliver up and surrender to the County possession of the Premises at the expiration or termination of this Lease Agreement, by lapse of time or otherwise, in as good repair as the District obtained the same at the commencement of said term, excepting only ordinary wear and tear.

16. <u>Successors: Applicable Law</u>. The covenants and agreements contained in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, personal representatives, successors and assigns. This Lease Agreement concerns Colorado real property and shall be governed by and interpreted in accordance with the law of Colorado in all aspects.

17. <u>No Waiver of Governmental Immunity Act</u>. The District understands and agrees that County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Lease Agreement, the monetary limitations or any other rights, immunities and protections proved by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

18. <u>Notices</u>. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given and received (i) when personally delivered, or (ii) 3 days after the same are deposited in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the addresses indicated below or at such other address as may be designated by any party in a written notice pursuant to this provision:

If to County: Vicky Starkey, Facilities Director Douglas County Facilities Management 3026 N Industrial Way PO Box 1390 Castle Rock, CO 80109 Telephone: 303.663.7707

With a Copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Telephone: 303.660.7414
If to District:	Douglas County Libraries Karen Gargan, Associate Director of Finance 100 S Wilcox St Castle Rock, CO 80104 303-688-7623

19. <u>Payment of Rent in General</u>. All amounts payable by District to County under this Lease Agreement shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and County shall have all rights against District for default in any such payment as in the case of arrears of rent.

20. <u>Quiet Enjoyment</u>. District shall, and may peacefully have, hold and enjoy the quiet possession of the Premises, subject to the terms and conditions hereof, provided that District pays the rent herein recited and performs all of District's covenants and agreements herein contained.

21. <u>Termination by District</u>. District may terminate this Lease Agreement by providing County with thirty (30) days' prior written notice. Upon termination of the Lease Agreement County shall refund District a prorated share of annual rent paid.

#### APPROVED AS TO CONTENT:

BY:\_\_

Douglas J. Debord County Manager

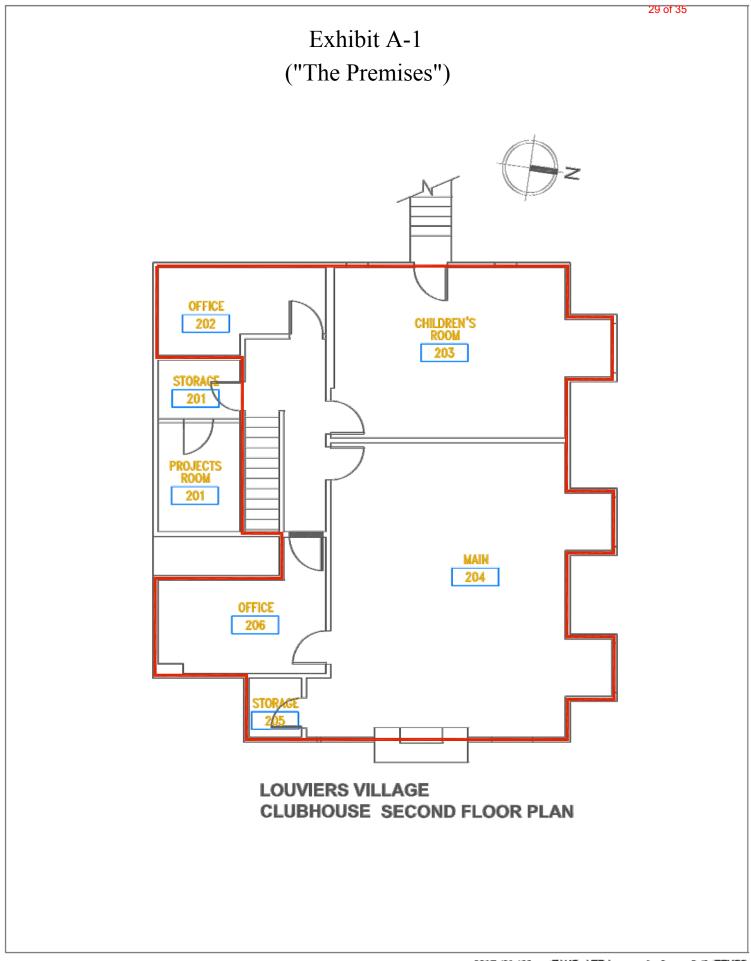
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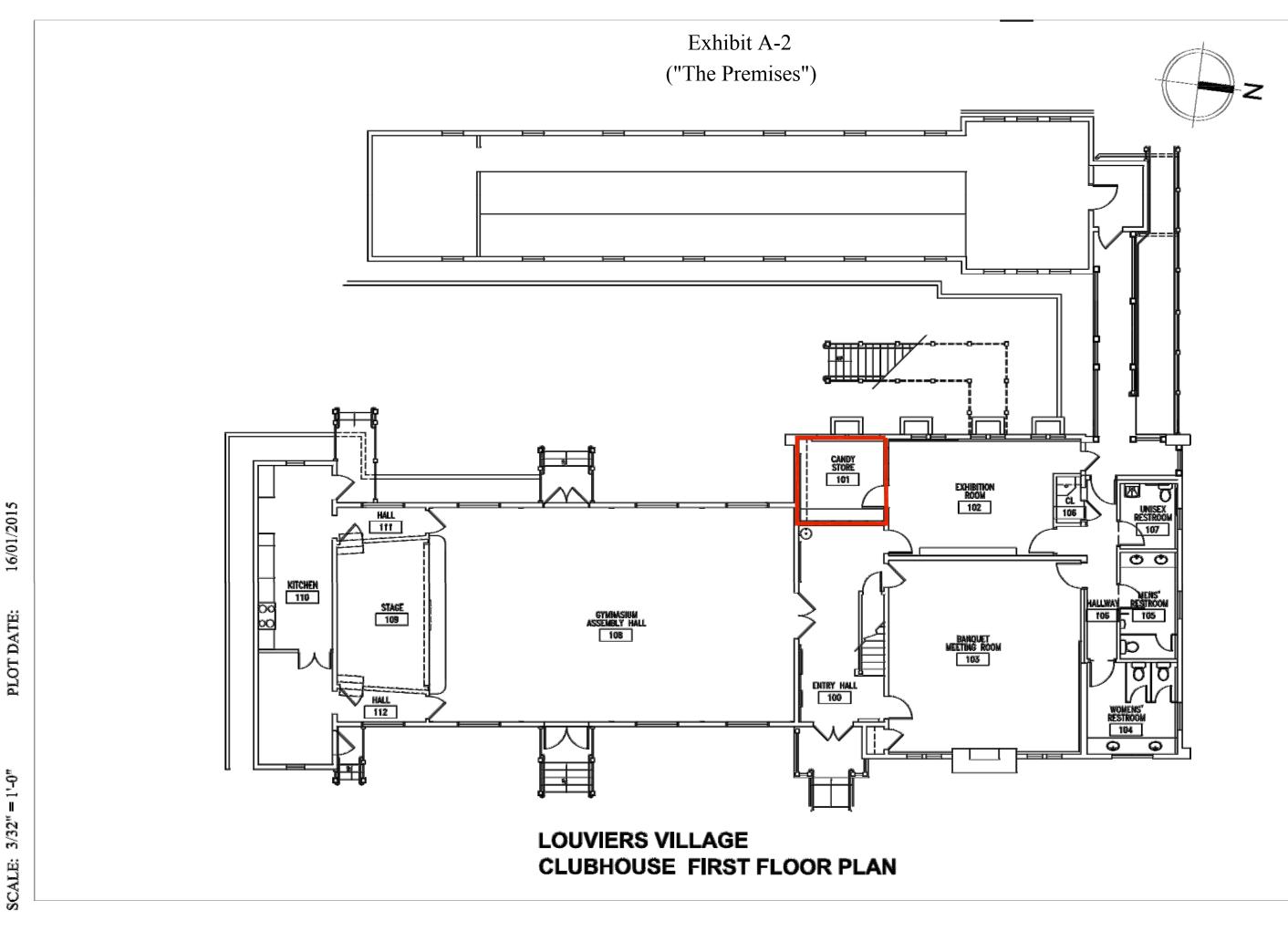
Andrew Copland Director of Finance Chris Pratt Assistant County Attorney DISTRICT:

DOUGLAS COUNTY LIBRARIES

By: \_\_\_\_\_

As: \_\_\_\_\_





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То:	Douglas County Libraries Board of Trustees
Date:	September 25, 2024
From:	Bob Pasicznyuk
Subject:	Annual Risk Report

### **Cyber Risks**

This year, the Library managed and responded to significant vandalism and theft of digital assets. Beyond emergency responses to the incident, the Library made the following changes to practice mitigating a similar event.

- 1) Multifactor authentication is required to access network resources and email.
- 2) An industry-standard system now monitors network resources responding to threats.
- 3) The Library is recruiting for a network engineer to add talent redundancy in the IT team.
- 4) The Library is planning a move of digital assets to a cloud-based service.
- 5) The Library is also planning on a period evaluation of the system against threats.

#### **Political and Legislative Risks**

The Colorado Legislator remains an active player in how all local governments operate including library districts. The Library must remain vigilant in tracking legislation via its partners at the Special District Association and Colorado Association of Libraries.

#### Insurance

The Library leverages insurance to manage and mitigate organizational risk. These are the Library's current property and liability coverage limits and deductibles for 2024.

Coverage	Per Occurrence Limit	Deductible
General Liability	\$2,000,000	\$50,000
Medical Payments – Premises	\$10,000	None
Employee Benefits Liability	Included in General Liability	\$50,000
Public Officials Liability	Included in General Liability	\$10,000
Employment Practices Liability	Included in General Liability	\$50,000
No Fault Water and Sewer backup	\$200,000*	\$7,500
Cyber	\$1,000,000	\$1,000
Fiduciary Liability	\$200,000	\$1,000
Excess Liability	\$8,000,000	None
Auto physical damage	Per schedule	\$1,000
Hired Auto physical damage	\$50,000	\$1,000
Property	Per schedule	\$50,000
Wind/hail	Per schedule	\$5,000
Equipment breakdown	Per schedule	\$1,000
Crime	\$500,000	\$2,500
Pollution	\$1,000,000	\$1,000
Inland Marine (fine arts throughout district)	Per schedule	\$10,000
Terrorism & Sabotage - Physical Damage	\$100,000,000	\$10,000

		32 of 35
Terrorism - Liability	\$10,000,000	\$10,000
Malicious attack	\$5,000,000	\$5,000
Volunteer Accident	\$25,000	None

\* Limited to \$10,000 at anyone premise

### Schedule summary:

- \$139,874,740 Total property value per schedule (buildings, contents, EDP and otherwise classified)
- \$586,500 Total Inland Marine value per schedule
- \$110,178 Total auto value per schedule

### **Beyond Insurance Risk Mitigation**

Across Douglas County, safety and security is a top concern of municipal government. County and town governments have prioritized staffing additions to law enforcement and fire protection. County and municipal government have supported school safety via *School Resource Officers*.

Following this lead as well as trending across the library profession, our library recruited for leadership to identify risks and priorities to balance our traditional low barrier for access while keeping our customers and staff safe. Our library's *Safety and Security Manager* identified four priorities for improvement using FEMA's (Federal Emergency Management Agency) *Threat Hazard Identification and Risk Assessment (THIRA).* 

THIRA employs a 5 X 5 matrix prioritizing risks based on the probability or likelihood of an event (Rare, Unlikely, Moderate, Likely, Almost Certain) and the impact of those events (Insignificant, Minor, Significant, Major, Severe).

The assessment revealed 3 areas in priority order of High Probability and High Impact Risk:

### 1) Access Control Systems

Work planned for 2025 includes:

- Standardizing badge and key deployment and emergency exit and door hardware
- Implementing a monitoring solution and intrusion detection
- 2) Video Surveillance Systems

Work planned for 2024 and 2025 includes:

- → Upgrading camera storage, placement, and configuration to industry standards
- 3) Emergency Response

Work planned for 2024 and 2025 includes:

- Continued training around the Standard Response Protocol and de-escalation
- Installing signage for emergency exits and equipment

To:	Douglas County Libraries Board of Trustees
Date:	September 2024
From:	Bob Pasicznyuk
Subject:	September Executive Library Director's Report

**ISSUE:** Monthly Library Report

### DISCUSSION:

### **Communications: News and Trends.**

**Library Capital Development – Sterling Ranch.** While our Finance team refines our revenue forecast against new State requirements, I am meeting with Sterling Ranch residents to keep them informed of the Library's financial situation.

### Accomplishments: Work in progress and coming soon.

### **Community Engagement**

### <u>September</u>

The 2024 DCL Brew Tour launched in August and will run through September featuring several events both at local business locations and DCL libraries. 2,089 participants have registered as of 9/16/2024. 3,452 individual brewery visits have been generated: 3,452 (which at \$7/beer translates to over \$24,100 in gross sales for our brewery partners). 1,709 individual coffee shop visits generated: 1,709 (which at \$5/coffee translates to over \$8,500 in gross sales for our coffee partners).

### DCLF's annual Fete Des Fables is on Friday, September 27, 2024

Guests are invited to join the Douglas County Libraries Foundation at the Highlands Ranch Mansion to celebrate Carlo Collodi's Pinocchio, a classic story of mischievous marionette who becomes a real boy. We will be bringing the Italian countryside to life for a fabulous evening that includes cocktails, catered Italian dinner, entertainment, and special gifts for all who attend. The 2024 gala is sold out.

### Coming in October and Beyond

Join us for an evening with Author, Joel H. Morris on Friday, October 4, 6:30 pm. Meet the Colorado author and hear about his entertaining USA Today bestselling debut novel, All Our Yesterdays: A Lady Macbeth Story. A book sale and signing will follow the author's talk.

Storybook Holiday: Witches is Saturday, October 26,2024. This spooktacular evening featuring eerie delights, enchanting crafts, spellbinding activities including a trick or treat experience is sold out. DCL Presents Andrew McCarthy on Saturday, November 9, 2024, Relive the magic of the 1980's with former Brat Pack actor and author Andrew McCarthy. Your VIP experience ticket includes themed appetizers and cocktails to enjoy your favorite 80's movie scenes, and 80's costume contest, and premium rese5rved searing at the author's presentation. General admission tickets include a place in the photo line, 80's themed activities, and dessert bites. Pre-signed books will be availed for sale. Please find details at <a href="https://dcl.org/featured-events/">https://dcl.org/featured-events/</a>.

### **Customer Experience**

### <u>Accomplishments</u>

- Augmenting our *Reading Buddies* offering with a drop-in option following a successful pilot.
- Revised the Organizational Library Card option to allow customers a convenient way to make room reservations on behalf of their employer.
- Acquired new scheduling software, LibStaffer, which we will implement in early 2025.
- Added a development opportunity for staff the 2024 Exploring Management Round Table.

### Coming up

- Fall session of *Reading Buddies* begins this month.
- Managers are producing the 2024 Fall CX Leadership Retreat set for October.
- The Fall Series of Great Decisions will begin at Highlands Ranch and Parker in this month.

### Executive

### Working On

- Continuing final phase of Records Retention "Destruction Records" phase of organizational records retention project to be complete in September of 2024, and thereafter annually managed.
- Continuing work on scanning of board physical records 1967-2000 to completely digitize all board records, and retain these records as permanent only electronically. This has been a long-term goal to reduce physical storage and combine records into one storage media.
- Revamping and revisioning Board Orientation draft plan to bring to the board executive committee in preparation for expected new 2025 trustees.

### Accomplished

 Attended the Special District's Conference gaining new insight on trends in case law, items to consider for Colorado Open Records Law and Open Meeting Law along with other information that will be shared with library staff and board as applicable.

### Finance

Our accounting team is working through new accounts payable software implementation The Budget Manager has prepared the draft budget for preview at the September board meeting I'm awaiting guidance from our counsel on how to move forward with long range planning.

### Infrastructure Services

### Cost Containment

- Workers Compensation renewal was significantly less than last year due to a significant decrease in our insurer's assessment of risk.
- The Colorado State Department of Labor awarded the Library its Cost Containment Certificate saving us an additional 5% discount on our workers' compensation premium.

### Talent Management

- Solicited market offers for 2025 benefits. The Library chose Cigna's highly competitive offer for medical, vision and dental coverage. Open enrollment sessions in October for staff.
- Flu Shot Clinics will be held at our libraries as part of our wellness program.

• HR has applied mid-year compensation adjustments for eligible staff.

Capital projects

- Submitted board memo to approve funds to upgrade our video camera system storage throughout the district to comply with retention requirements.
- Started the 8-week Highlands Ranch Library roof and HVAC replacement project.
- Completed demolition, preparation, and collection move for the new Parker playscape.

# Trustee and Board Follow ups.

- Legislative solutions to digital book costs continue: <u>E-books are expensive for libraries. Some</u> <u>states are trying to change that : NPR</u>
- The Library submitted a formal request to our "catalog interface" regarding allowing customers to purchase items from any search.
- The Partners of Douglas County Governments are planning on extending an increase to the Douglas County Youth Initiative. The County is checking on the need to update any IGA or use any other instrument to honor the request.
- I am in consultation with the Douglas County School District now about the need to partner with our Library around students and reading.

**RECOMMENDATION:** None; information only.