

**BOULDER PUBLIC LIBRARY DISTRICT**  
 -REGULAR MEETING-  
 Tuesday, August 15, 2023  
 Boulder Public Library, Canyon Meeting Room  
 1001 Arapahoe Avenue  
 Boulder, CO  
 and  
 Via Zoom  
 6:00 p.m.  
 Join Zoom Meeting  
<https://tinyurl.com/yckjjw7v>

| <u>Board of Trustees</u> | <u>Term Expiration</u> |
|--------------------------|------------------------|
| Benita Duran             | 2028                   |
| Jennifer Yee             | 2028                   |
| Sylvia Wirba             | 2027                   |
| Doug Hamilton            | 2027                   |
| Cara O'Brien             | 2026                   |
| Sam Fuqua                | 2025                   |
| Joni Teter               | 2024                   |

**AGENDA**

1. Call to Order
2. Declaration of Quorum
3. Public Comment
4. Consider approval of minutes of July 11, July 18, and July 25
5. Consider approval of minutes of August 1 and August 8
6. IT discussion follow-up (network, webpage, servers, equipment, data, software, contracts)
7. Review Request for Proposals for IT migration
8. Consider approval of new Human Resource Information System Provider
9. Library District Director Updates (David Farnan)
10. Subcommittee Updates
11. Trustee Matters
12. Legal Counsel Status Report (Legal Counsel)
13. Possible Executive Session:

*Upon Motion Made and carried by a 2/3 vote the Board may enter executive session as allowed by Section 24-6-402 (4), CRS for a conference with the attorney on specific legal matters and to determine matters that are subject to negotiations concerning the Intergovernmental Agreement with the City and County as allowed by subsections (4) (b) and (e) regarding IT integration and others terms.*

14. Adjournment

**NEXT SPECIAL MEETING: Tuesday, August 22, 2023 at 6:00 p.m.  
Boulder Public Library, Canyon Meeting Room, 1001 Arapahoe Avenue**

# RECORD OF PROCEEDINGS

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## MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

OF THE

BOULDER PUBLIC LIBRARY DISTRICT

Held: Tuesday, July 11, 2023, at 6:00 p.m. at Boulder Public Library, 1001 Arapahoe Avenue, Boulder, Colorado.

Attendance

The special meeting of the Board of Trustees of the Boulder Public Library District was called and held as shown above in accordance with the statutes of the State of Colorado. The following Trustees, having confirmed their qualifications to serve on the Board, were in attendance:

Katharine (Joni) Teter  
Benita Duran  
Jennifer Yee  
Cara O'Brien  
Sylvia Wirba  
Sam Fuqua (via Zoom)  
Doug Hamilton

Also present were Kim J. Seter, Esq., Seter & Vander Wall, P.C.; David Farnan, Director of the Boulder Public Library; and Jennifer Phares, Boulder Public Library. Kelly Hansen, Legal Assistant at Seter & Vander Wall, P.C. was also present. Marissa Peck, Associate Attorney at Seter & Vander Wall, P.C. was present via Zoom. Jennifer Phares assisted with the operation of the remote attendance.

Call to Order

Trustee Teter called the meeting to order at 6:04 p.m. noting that a sufficient number of appointed trustees were present to create a quorum authorized to act on behalf of the District.

Public Comment

Jessie Friedman stated that she has communicated with Mr. Farnan and that she completely supports where he is coming from regarding the Jaipur Literature Festival. She also stated that she had questions regarding the funding of the District and the role of the Trustees that have since been clarified by Mr. Farnan.

Trustee Matters

None.

Director Updates

Mr. Farnan stated that the staff survey concluded last week. Mr. Farnan had engaged Aerial I.T. to advise the Trustees during

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IGA negotiations, noting their previous experience working for the City. The I.T. consultant will be present for the City's I.T. presentation and will be able to ask questions of the City's I.T. staff. The consultant will also attend two Board meetings following the City's I.T. presentation to share his thoughts and recommendations with the Trustees as well as necessary steps for ensuring a smooth migration of data. Trustee Yee asked if Aerial I.T. currently works for the City and if there is a conflict of interest. They do not currently work for the City so there is not a conflict of interest. President Teter inquired about the process of migration of data and Mr. Farnan noted that we will know more after the City's presentation. Mr. Farnan discussed longtime Library volunteer Andy Sandler and stated that he applied to be on the Board of Trustees as well as the Library Commission three times and is disadvantaged by his age being under 35. As such, he is now serving on the Foundation Board. Mr. Farnan stated that Mr. Sandler helped to set up bilingual hot spot troubleshooting during the pandemic, was formerly an employee at Twitter and is available to provide the Trustees guidance on I.T. matters as well. Trustee Hamilton noted that there seems to be language alluding to a continuing obligation in the IGA draft regarding I.T. and a lengthy migration process. Trustee Hamilton asked if the data migration would occur after the closing of the IGA. Mr. Farnan stated that will be something for the Trustees to discuss further. He believes the City will recommend migrating most of the data, specifically that of H.R. and payroll, onto Library servers, prior to the completion of the IGA. The Library would likely publish an RFP for data migration services prior to the completion of the IGA and Aerial I.T. can provide the Board with some guidance in that regard. Mr. Farnan stated the Library's intent to continue using Microsoft 365 and Workday to make the transition as smooth as possible.

Mr. Farnan stated that the facilities consultant is nearly done with its report and the Trustees will likely receive it at the August 1 Board meeting.

Mr. Farnan stated that the financial consultant is almost finished with the financial model which will be ready for partial review at the August 1 meeting as well.

Mr. Farnan stated that work on the employee handbook has begun. It is on track to be ready by late August/early September.

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Mr. Farnan is talking to benefits brokers and will have an RFP for the Trustees to review either at the next meeting or the following one so that they may get a draft benefits package by late August.

Mr. Farnan discussed the Jaipur Literature Festival (“JLF”), noting that it is a great event for the Library and that it is one of the most diverse events that happens in Boulder but that he does not believe it is advisable to fund the festival this year because the Trustees need time to fully review the Library District’s finances and have a complete understanding of all funding needs that the Library has before making any financial decisions.

Since the pandemic, the Library has been faced with about \$2,000,000 in budget cuts, resulting in layoffs for approximately 20% of all Library staff, the closing of buildings, and the cutting of service hours. BPL is about halfway back to pre-pandemic levels. The ballot language promises a return to pre-pandemic levels. Doing so is a multi-million-dollar task and we currently do not have the funds or process built in to do it before the budget is determined. Mr. Farnan discussed the budget items that remain unknown at the present, such as the cost of the benefits package. On top of that, program funding needs to go through proper channels. In the past, program funding has come via a grant from the Library Foundation wherein the Library would prepare a proposal for the Foundation which would decide whether to fund programs. About five years ago, however, the Foundation moved away from that model and would grant a specific amount of money which would then go to an outline the program team and all of library staff have discussed about what they think is most beneficial and what are the most cost efficient, effective ways of reaching out to the community with a programming schedule. Mr. Farnan does not pick and choose programs and that he does not expect the Trustees to be involved in picking and choosing individual programs either. The Trustees role in budgeting certainly welcomes ideas about services, events, programs, but the Library has always been dependent on the Foundation for program funding. That may change under the District, making program funding a much larger budget item than previously if the Trustee choose. Trustee Teter stated that she has been a big fan of the JLF and has frequently volunteered for it but that she thinks it is very important for the Board to

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direct community requests to Mr. Farnan and have Mr. Farnan bring it to the leadership and program teams. Ms. Teter discussed the report the Board received from Ms. Kopke on One Book One Boulder, stating that it was a great illustration of the way the program team works, which is a huge evaluation up front about how to get the most bang for the buck, a set of metrics that they apply, evaluating based on those metrics and changing as need be. Trustee Teter stated that she was unsure about now, but that in the past, the JLF didn't really score that high on those metrics, as much as they might all love it in that the cost per participant is extremely high relative to other programs. Trustee Teter stated that is the sort of thing that program staff needs to evaluate and recommend to the Board. Trustee Teter seconded everything David said and echoed her concern for being careful with funds at this juncture.

Subcommittee Updates  
-Communications  
Subcommittee

Trustee O'Brien asked the Trustees for feedback on the newsletter that was sent to the Trustee the previous day. Trustee Yee suggested changing the portion of the newsletter that stated Board of Trustee meetings start at either 5:00pm or 6:00pm to just 6:00pm to limit confusion. Trustee O'Brien agreed to making that change.

IGA Presentation

Mr. Seter provided an overview of the IGA in its most current form. Mr. Seter pointed out Article I outlining pre-closing obligations and responsibilities. The Trustees were directed to review the last sentence of section 1.1.1 regarding cost reimbursement to the City. It will be easier to agree to pay the City a set amount rather than paying for a number of individual items. Trustee Teter stated that Chris Meschuk would like to review the District's financial model to determine the reimbursement schedule to ensure that the City is not impeding Library operations.

Moving to Article II regarding closing obligations and responsibilities, Mr. Seter stated that he inserted section 2.2.1 establishing a list of employment positions to be transferred to the District in order to prevent confusion over who is and is not considered a Library employee. The Trustees discussed the need to research vacation and sick leave provisions further and potentially provide clarification to Library employees about the nature of the City's sick leave policy.

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Regarding conveyance and use of real property rights, Mr. Seter noted that the draft IGA he received from the City had the Carnegie Library for Local History and the George Reynolds Branch Library being conveyed via quit-claim deed. For section 2.3.2, Trustee Duran suggested changing “completion of construction” to certificate of occupancy. Turning to section 2.3.3, Mr. Seter remarked that the City would like to convey the Main Library building to the District but retain ownership of the land under and around it. Trustee Duran asked why the City only wants the land under the Main Library and none of the others and Trustee Teter responded that the City does not want to subdivide the civic area. Mr. Farnan explained that the Trustees will also have to consider maintenance of the parking lot and grounds. Trustee Teter suggested potentially narrowing the definition of the Civic Center as laid out in section 2.3.3d.

Regarding section 2.4b, Mr. Farnan stated that it is unlikely the City conveys all computers, software/hardware and programs to the District and that is probably in the Library’s best interest to purchase new computers and software licenses.

Moving to Article III regarding post-closing obligations and responsibilities, Mr. Seter explained that its contents are mostly things the City and County want. Trustee Teter suggested removing section 3.1.2 or inserting language clarifying the focus of the plan. For section 3.1.3, Mr. Seter suggested moving the deadline for submitting an annual report to the City and County from March 31 to the end of July when the audit will be completed. Discussing section 3.1.4, Mr. Seter remarked that annual meetings with City Council and the Board of County Commissioners have proven to be very beneficial for his other library district clients as it provides a forum for resolving any tension between the entities.

Trustee Hamilton pointed out that section 3.2.2 and 3.3.1 are contradictory and should be merged under a section titled “Obligations of the City and County.”

## Adjournment

There being no further business to come before the Board, and upon motion duly made, seconded and unanimously carried, the meeting was adjourned at approximately 8:20 p.m.

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Secretary for the Meeting

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## MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

OF THE

BOULDER PUBLIC LIBRARY DISTRICT

Held: Tuesday, July 18, 2023, at 6:00 p.m. at Boulder Public Library, 1001 Arapahoe Avenue, Boulder, Colorado.

### Attendance

The regular meeting of the Board of Trustees of the Boulder Public Library District was called and held as shown above in accordance with the statutes of the State of Colorado. The following Trustees, having confirmed their qualifications to serve on the Board, were in attendance:

Katharine (Joni) Teter  
Benita Duran  
Jennifer Yee (via Zoom)  
Cara O'Brien  
Sylvia Wirba (via Zoom)  
Sam Fuqua (via Zoom)  
Doug Hamilton

Also present were Kim J. Seter, Esq., Marissa Peck, Esq., and Kelly Hansen, Legal Assistant, from Seter & Vander Wall, P.C.; David Farnan, Director of the Boulder Public Library; and Jennifer Phares, Boulder Public Library. Jennifer Phares assisted with the operation of the remote attendance. Juan Jiménez, Laura Hankins, Aimee Schumm, Sophia Surage, Celia Seaton, Antonia Gaona, Tim McClelland, Jaime Kopke, Adriana Boniakowski, and Kate Kelsch, employees of Boulder Public Library were also present, in addition to James Freely, a member of the public.

### Call to Order

Trustee Teter called the meeting to order at 6:02 p.m. noting that a sufficient number of appointed trustees were present to create a quorum authorized to act on behalf of the District.

### Public Comment

James Feeney, retired computer engineer, shared that he enjoys using the Library's maker spaces for tech projects but that he wonders about the sustainability of having multiple makers spaces throughout Boulder competing for funding. Mr. Feeney also expressed a desire to learn more about the relationship between the District, the City, and the Library Foundation.

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Trustee Teter explained that the District is currently working on building out its infrastructure so that it can officially separate itself from the City by the end of the year. Trustee Teter also discussed the Library Foundation’s role in providing funding to the Library.

Following another question from Mr. Feeney, Trustee Teter explained that the current Library District Board of Trustees would remain in place, maintaining its decision-making power, following the transition from the City in 2024.

Lastly, Ms. Gaona provided Mr. Feeney with an update on the North Bolder Branch Library, explaining that all funding is secured, that construction commenced, and that the Library anticipates an opening date likely in May or June 2024.

Review and Consider  
Adoption of 2018-2028 BPL  
Master Plan

Ms. Jennifer Phares introduced the Boulder Public Library Master Plan (“BPLMP”), which is a 10-year plan adopted in 2018. The BPLMP outlines steps to be taken by library staff to establish the Boulder Public Library as a centerpiece of the community and as a destination for human connection, lifelong learning, civic engagement and creative exploration.

The BPLMP goals are organized under four themes – Programs and Services; Facilities and Technology; Building Community and Partnerships; and, Organizational Readiness– with individual objectives under each theme prioritized based on three levels. Those levels are: Maintain Service Levels (or the Fiscally Constrained Plan), Address Community Demand (or the Action Plan), and Service Expansion (or the Vision Plan). While the Library is on track to achieve all the goals laid out in the Master Plan by 2026-2028, many of the ballot items the voters considered when approving the creation of the District are unachieved goals pulled from the BPLMP, and thus must be a District priority.

- Programs and Services
  - o Services

Mr. McClelland discussed the Library’s achievements with regard to services, and shared ways in which the Library responded to community feedback that there were obstacles to using the Library. This included removing daily overdue fines, waiving existing fines, implementing automatic renewals on checked out items without holds, and increasing the hold limit from 10 to 25 items. Before implementing these changes,

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approximately one third of all cardholders had fines on their accounts. Waiving these fines has greatly improved both user and staff experience.

While the onset of COVID-19 delayed the achievement of Master Plan goals, the Library was able to quickly pivot to meet the community's needs through the provision of online story times, their dial-a-story line, the provision of digital library cards, and their dial-a-senior program. The Library also launched a carry-out hold service as well as a homebound delivery service to get physical materials in people's hands. Post-pandemic, the Library is partnering with the Boulder Valley School District ("BVSD") to implement their Student 1. The Student 1 program provides BVSD students (approximately 19,000 students in total) with access to library services using their student ID number.

Mr. McClelland explained that the Master Plan goal to provide uniform levels of service at the Main Library and all branches is yet to be fully achieved. In large part, this is due to challenges around providing adequate programming services in face of growing demand. Progress on this goal includes the hiring of two bilingual Library coordinators to expand programming and outreach efforts and adding branch librarians at the Meadows and George Reynolds locations.

- Collections & Acquisitions Ms. Hankins discussed the Library's collections achievements, which have focused mainly on expanding services and resources for older adults and Spanish-speakers. COVID-19 forced the collections department to pivot towards electronic offerings as waiting lists and demand for digital materials ballooned. To meet community demand, the Library provided Libby/Overdrive access users without library card numbers. To mediate children's learning loss during the pandemic, the Library purchased access to a homework help database, Brainfuse.

Outside of the pandemic, the Library offers classes to staff which teach how to use and navigate all forms of Library resources. This includes the collections department, which is not particularly active in programming. which teach staff how. Ms. Hankins also emphasized the Library's weekly tech drop-ins at the Meadows Branch and Main Library to help community members with their technology related questions and issues. In partnership with the Age Well Center, the Library

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also provides classes for older adults that bring awareness to the wealth of online resources available through the Library.

Ms. Hankins discussed the Library’s focus on developing book lists and displays through an EDI lens to ensure that all points of view have a place in the Library. Lastly, Ms. Hankins discussed the Library’s intent to be a “Library of Things” through its cultural pass, wifi hotspot, and book-a-bike offerings. An ongoing goal for the collections department is to address the long wait times on many digital materials, which is especially challenging as many publishers are phasing out one-time purchases of digital materials and opting for materials that expire after 12-24 months and/or a certain number of check-outs. Ms. Hankins also noted that her department will be purchasing the North Boulder Branch Library’s collection soon.

- Programs and Events

Ms. Kopke discussed the Library’s achievements regarding programs and events. Under the Master Plan goal to provide resources and facilities to encourage civil civic dialogue, Ms. Kopke pointed to the Library’s pilot “civic soup” program, partnerships with CU’s History Department and the Conference on World Affairs, and the One Book One Boulder program. Under the Master Plan goal to activate outdoor spaces, Ms. Kopke emphasized the success of the edible learning garden and the native plant and pollinator garden at the Main Library as well as the learning garden at the George Reynolds Branch. Under the Master Plan goal to promote climate resiliency and sustainability, Ms. Kopke emphasized the suite of seed to table programming, the climate activist in residence program, and the score of maker and STEAM programs. Master Plan goals still to come include activating the Canyon Theater as well as expanding maker space offerings.

- Facilities and Technology
  - I.T.

Ms. Schumm discussed the changing role of the innovation and technology department (or e-services), stating that the department will be taking over everything related to I.T., including all the enterprise support currently provided by the City.

Many of the technology related goals in the Master Plan center around improving mobile technology. To achieve this, the Library reduced the number of desktop computers and replaced

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them with laptops as well as increased the number of hotspots available for checkout from 12 to 47 hotspots. Ms. Schumm remarked that the Main Library has been voted “best wifi” for remote workers by Boulder Weekly for several years in a row. With the support of the Library Foundation, the Library partnered with BVSD, the City’s Community Connectors, Human Services, and Twitter to provide over 450 hotspots, 280 Chromebooks, and 78 iPads to members of the Boulder community between 2020 and 2021. Ms. Schumm reported that her department completed a technology strategic plan in 2020 to identify ongoing technology related goals such as increasing accessibility and becoming more proactive in addressing technological needs.

- Safety and Security

Ms. Schumm discussed measures taken for improving safety and security in the Library including the launch of a staff training program for responding to emergency situations, staff building tours that highlight fire extinguishers, fire poles, emergency exits, etc., and improvements in security camera and handheld radio coverage.

- Facilities

Ms. Gaona discussed achievements regarding facilities. Firstly, the Library increased the budget for cleaning and maintaining furniture from \$0 to over \$130,000 leading to a significant improvement in the cleanliness and functionality of Library facilities. Ms. Gaona highlighted the refresh and reconfiguration of both the Meadows and George Reynolds Branch Library locations as well as the complete remodel of the public restrooms at the Main Library. Additionally, having in-house security and increased police walk-throughs resulted in a much safer environment for staff and patrons. Newly acquired training materials assist staff in adequately addressing the needs of those experiencing homelessness. Ms. Gaona discussed the Library’s intent to increase accessibility, conduct a facilities assessment, bring facilities management in-house, and acquire a space for the Gunbarrel Branch Library.

- Community Building and Partnerships

Ms. Kelsch discussed achievements concerning community building and partnerships. One of the goals outlined in the Master Plan is to expand outreach to underserved communities and cultivate awareness of the breadth of services that the Library offers. Being that there are no dedicated outreach staff positions, Ms. Kelsch hopes to expand in this area. In addition to working with one-on-one literacy tutors, the Library also offers Career Online High School, a Spanish equivalency high

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school program, an English dialogue program, and a reading buddy program. Ms. Kelsch shared that her department is working on a literacy and outreach strategic plan, to be finalized in the fall, involving 40 representative from organizations across the community, 15 staff members, and 125 members of the community. Another piece of the Master Plan centers around expanding and strengthening the Library's volunteer services area. Each year the Library has between 650-1,000 volunteers, providing a model for volunteerism throughout the City. The Library also conducted a volunteer survey, with 93% of respondents being satisfied or very satisfied with the volunteer services. Cultivating teen advisory committees holding online teen summits, implementing an LGBTQ+ book club called book Queeries, and hiring a new teen intern are all steps towards achieving the Master Plan goal to activate teen involvement in the Library.

Trustee Duran inquired about the Library's efforts to support neurologically diverse patrons. Ms. Hankins stated that the collections department is purchasing far more large-print books for those with language processing disorders such as dyslexia. Ms. Gaona also discussed the Library's sensory-friendly story times and the Every Child Ready to Read training.

Trustee Yee asked how the Library tracks their progress against the Master Plan. Ms. Phares explained that staff participate in quarterly meetings every year to discuss progress on Library goals. The Library also provides an annual report every year to the Library Commission with updates on Master Plan progress.

In response to a question from Trustee Yee regarding whether the expansion of the Library service area will allow the South Boulder Valley School District ("SBVSD") to be included in the Student 1 program, Mr. McClelland explained that the Library will need to expand their MOU with BVSD to include SBVSD.

Trustee Wirba asked if there are any areas in the Master Plan that are currently behind schedule. Mr. Farnan identified outreach as an area that needs more work.

Trustee Duran motioned to approved the 2018-2028 Master Plan for the Boulder Public Library. Upon second by Trustee O'Brien and unanimous vote, the Board approved the Library Master Plan.

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Approval of Minutes of May 16, May 23, and May 30, 2023

Trustee Wirba requested that the Trustee who seconds a motion be named in the minutes and the Board agreed. Mr. Seter agreed to implement those changes. The Board deferred any action on minutes for the following meeting.

Director Update

Mr. Farnan provided the Board with updates, stating that the facilities report will be completed on Friday, and before the Board within the next two weeks. The financial modeling will be ready for Trustee review within the next two weeks as well. Ariel Consulting will be attending the Board of Trustees meeting next week for a meet and greet. Mr. Farnan stated he will be soliciting the Trustees' feedback on a benefits broker RFP soon.

Staffing Subcommittee Report – Employee Survey Results

77 of 81 employees completed the staff survey circulated a few weeks ago. Health care, dental care and continuity of PERA benefits all rated highly on employees' priority lists in terms of benefits.

Trustee Teter asked if the District would be able to match supplemental retirement savings in addition to PERA. Mr. Farnan stated that because the health care benefits will be approximately \$2,000,000 and PERA benefits approximately \$1,500,000, he is not sure there are adequate funds available to do so.

Regarding paid leave, Mr. Farnan stated that staff is evenly split in terms of adopting the City's vacation/sick leave model vs. a paid time off ("PTO") model.

Attitudes towards merit pay are divided. Some employees see it as the best mechanism for motivation and rewarding hard work while others see it as open for abuse and a means for supervisors to award employees they like and punish those they do not.

Staff are also divided in terms of hybrid work policies. Mr. Farnan is exploring different options and anticipates including a remote work policy in the employee handbook. Mr. Farnan anticipates that the District will be able to offer all employees at least one day of remote work per month, potentially more.

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| Communications Subcommittee Proposal – RFP Scoping for Communications Consultant for 2023 | Trustee O’Brien discussed publishing an RFP for a communication strategic plan consultant. Given different ideas about when and how such a consultant might be helpful, the Board deferred action on a communications consultant RFP indefinitely. |
| Subcommittee Updates  | None.  |
| Trustee Matters – Special Meetings  | Trustee Yee motioned to set the date of special meetings on August 1, August 8, August 22, and August 29. Upon second by Trustee Hamilton and unanimous vote, the Board approved the August special meeting dates.                                 |
| Legal Status Report   | Mr. Seter updated the Board on the IGA, stating that he implemented last week’s changes to the Agreement. Mr. Seter provided the draft County agreement to the Trustees but explained that no further action was needed at this time.              |
| Adjournment   | There being no further business to come before the Board, and upon motion duly made, seconded and unanimously carried, the meeting was adjourned at approximately 9:09 p.m.  |

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Secretary for the Meeting



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## MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES

OF THE

BOULDER PUBLIC LIBRARY DISTRICT

Held: Tuesday, July 25, 2023, at 6:00 p.m. at Boulder Public Library, 1001 Arapahoe Avenue, Boulder, Colorado.

Attendance

The special meeting of the Board of Trustees of the Boulder Public Library District was called and held as shown above in accordance with the statutes of the State of Colorado. The following Trustees, having confirmed their qualifications to serve on the Board, were in attendance:

Katharine (Joni) Teter  
Benita Duran  
Jennifer Yee  
Cara O'Brien  
Sylvia Wirba  
Sam Fuqua

Absent: Trustee Doug Hamilton

Also present were Kim J. Seter, Esq., Marissa M. Peck, Esq. (via Zoom), and Kelly Hansen, Legal Assistant, from Seter & Vander Wall, P.C.; David Farnan, Director of the Boulder Public Library; and Jennifer Phares, Boulder Public Library. Jennifer Phares assisted with the operation of the remote attendance. Drew Brookhart, Director of Gunnison County Libraries, Bob McCool with Ariel IT Services, and Aimee Kane with COB Equity were also present.

Call to Order

Trustee Teter called the meeting to order at 6:00 p.m. noting that a sufficient number of appointed trustees were present to create a quorum authorized to act on behalf of the District.

Public Comment

Mr. Drew Brookhart updated the Board regarding Gunnison County Library's ("GCL") involvement in litigation related to requests for information under the CORA Act and library user's rights to privacy. GCL is currently seeking guidance from the courts about whether personally identifying information contained in a form requesting that library materials be removed from the library collection is protected under privacy laws. When such a form is submitted by a user, it is passed onto the

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Board for consideration and action. GCL is arguing that the form, once filled out and under consideration by the Library Board, is a public document and thus not protected by privacy laws.

Mr. Brookhart encouraged the Trustees to attend the Court of Appeals argument the following day. Kim Seter, the Library District Attorney will be arguing for Gunnison. He also answered questions from the Board related to the procedural history of the case.

IT Consultant Introduction -  
Bob McCool with Ariel IT  
Services

Mr. David Farnan introduced Mr. Bob McCool, a consultant with Ariel IT Services. Mr. McCool shared his experience working with the City of Boulder and explained his role, which will mainly focus on any IT-related terms incorporated into the IGA negotiations. Mr. McCool will also assist with any technology migration RFPs. He informed the Board that the City will present their IT succession plan to the District in two weeks' time.

Review and Consider  
Adoption of City of Boulder  
Equity Plan

Mr. Farnan introduced Ms. Aimee Kane, the City of Boulder's Equity Manager. Ms. Kane guided the Board through the City's 2021 Racial Equity Plan ("REP"), included in the meeting packet. She provided an overview of the REP's genesis and the various considerations and data that were used to develop the REP. She emphasized the City's focus on developing tools that help operationalize racial equity practices and goals into everyday City operations.

The Board posed questions relating to using the City's REP as a framework for the District's own Racial Equity Plan. In response to a question from Trustee Yee, Ms. Kane explained that existing community partnerships and collaborations between the City and the library staff will have to be revisited and potentially renegotiated once staff transition to the District. Namely, the District may want to incorporate Library-specific considerations and goals into these partnerships. Ms. Kane encouraged the Board to consider purchasing a membership with the G.E.A.R Network which has a specific Library-focused section.

Trustee Teter shared that the library staff is eager to maintain any current collaborations with the City, and asked about the best way to achieve this goal. Ms. Kane explained that this will require a larger conversation around data-sharing.

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Mr. Farnan discussed the need to provide equity training for District employees, and asked about how the City schedules and implements these trainings. In response, Ms. Kane provided an overview of the City's three flagship trainings.

Following further discussion, Trustee O'Brien moved to adopt the five goals contained within the City of Boulder's Racial Equity Plan, with the intent to use those goals as a framework to develop the District's own Racial Equity Plan. Following second by Trustee Wirba, the Board approved the motion unanimously.

## Approval of Minutes

The board considered approval of the minutes of the May 16, 2023 Organizational Meeting, the May 23, 2023 Special Meeting, and the May 30, 2023 Special Meeting. Following discussion, upon motion made by Trustee Wirba and seconded by Trustee O'Brien, the Board unanimously accepted the minutes as amended.

## Director Updates

Mr. Farnan provided the Board with progress and updates. The Facilities Subcommittee does not have a final building report, however following recent meetings, the estimate for building maintenance, both preventative and ongoing, is much larger than previously anticipated. It is currently estimated to cost between \$9 to \$11 million. This estimate is based on recent inspections of Library facilities, which revealed that some buildings were in better shape than expected, while others were in worse shape than expected.

Mr. Farnan next updated the Board on his meeting with JP Morgan Banking. The Bank has a backlog that may delay bringing the District's account online. In order to avoid further delay, Trustee Wirba moved to approve signing the forms needed to open the account upon final resolution of account terms as determined by the President, Library Director, and the Secretary/Treasurer, in consultation with legal counsel. Upon second by Trustee Fuqua, the Board voted unanimously to approve the motion.

The Board was informed that an official draft of the employee handbook, with staff input incorporated, will be before the Board on August 11, 2023. In anticipation of this presentation, Trustee Yee mentioned the possibility of setting up a Trustee/Staff meeting to discuss the handbook and the benefits

# RECORD OF PROCEEDINGS

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contained therein. Mr. Farnan expressed his belief that this would be well-received by staff. Mr. Farnan further informed the Board that a benefits broker has yet to be selected, but that this selection will have a big impact on the staff's input and the development of the benefits package. While there will be ample opportunity for staff to be educated on the benefits package, if the Trustees are interested in being more involved and hearing from the staff more directly, that can certainly be arranged.

The status of healthcare benefits and the selection of an HR and payroll system was discussed. The District likely will not continue using Workday (which is currently used by City) largely because Workday does not service employers with fewer than 300 employees. Instead, the District is likely to move forward with Human Resource Management, depending on how long the company estimates it will take to transition from Workday.

Responding to a question from Trustee Teter, Mr. Farnan informed the Board that he does not have a final financial model but that he is happy to share a summary of the system with the Board at the next meeting.

## Subcommittee Updates

- Staffing Subcommittee

Trustee Fuqua updated the Board regarding the Staffing Subcommittee's discussions around changing "living wage" language in Section 2.2(a) the IGA. Mr. Seter agreed to modify the language in Section 2.2(a) of the IGA, replacing the current language with the following proposed language: the District "will strive to offer salaries, pay grades and benefits generally comparable to those provided by the City, and will take into account the high cost of living in Boulder County, subject to appropriation by the Board of Trustees."

Trustee Fuqua next updated the Board on meetings with Mr. Farnan related to staffing items previously discussed in the Library Director's report.

- Facilities Subcommittee

Trustee Teter shared that the City of Boulder is considering designating the Civic Area as a Historic District. She submitted a request to the City to schedule a meeting with the Facilities Subcommittee to explain what such a designation and change might mean for the Library District, whose Main Branch is located in the Civic Area.

# RECORD OF PROCEEDINGS

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- Trustee Matters                      The Board discussed participation in the CALCON conference. Mr. Farnan explained that any Trustees who are interested in attending should request that he register them for the event.
- Legal Counsel Status Report      Mr. Seter presented his written report, provided updates related to IGA negotiations and responded to questions from the Board. Trustee Teter updated the Board regarding the meeting with the County and the status of the IGA.
- Adjournment                            There being no further business to come before the Board, and upon motion duly made, seconded and unanimously carried, the meeting was adjourned at approximately 7:37 p.m.

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Secretary for the Meeting

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**MEMORANDUM**

TO: Boulder Public Library District  
FROM: Seter & Vander Wall, P.C.; Kim J. Seter, Esq.  
DATE: August 11, 2023  
RE: Legal Status Report for August 15, 2023

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This is our legal status report for the August 15, 2023 Board of Trustees meeting.

**PAYLOCITY Payroll Services Contract ACTION ITEM**

**Task:** Negotiate final terms for Payroll Service Provider.  
**Status:** A final Subscription Term Agreement is attached for consideration  
**Action:** Consider Approval

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**Minutes Backlog-Action Item**

**Task:** Prepare meeting minutes.  
**Status:** The July minutes are ready for approval.  
August Minutes are available if you have had sufficient time to review.  
**Action:** Consider approval of the minutes.

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**Proposition HH and Related District Revenue Reduction Legislation SB 23-303 and SB 23-108 REPORT**

**Task:** Provide an analysis of HH and its effects on library revenue.  
**Status:** Bill Summary

{00680415}

If approved in the November elections, HH will lower taxpayer payments. That translates to lower tax revenue for the Library District.

Property taxes are paid by the owner on a portion of a property's Market Value. The Taxable Value is determined by:

Market Value x Assessment Ratio = Taxable Value  
Taxable Value x 3.5 mills = Library Tax Revenue

*The Library District mill levy is imposed on the Taxable Value. The Mill Levy is 3.5 mills. 1 mill is 1/1000<sup>th</sup> of a dollar.  
The current Assessment Ratio for residential property is 6.795%, most other property types are assessed at 29%.*

Proposition HH proposes to reduce Actual Values, the Assessment Ratios and to limit tax revenue increases.

If approved by the voters, HH will lower library tax revenue by:

1. Reducing actual Market Value by a set amount before applying the Assessment Ratio; and
2. Lowering the Taxable Value by reducing the Assessment Ratio; and
3. Reimbursing some revenue losses to some local governments including the Library District; and
4. Creating a new limit on the growth of property tax revenue.

This is a very complicated statute and, we will discuss its implications further during the budget process.

#### Consideration

Starting with property tax year 2023, the bill restricts property tax revenue by allowing an increase of "no more than inflation over the revenue from the previous property tax year."

Accordingly, the Library District would be allowed 2023 tax receipts + inflation; regardless of the increase in property values, growth within the district boundaries, etc. A temporary mill levy reduction is authorized or required to stay below this limit.

The Library District MAY be able to exceed the limit by:

- a. Notifying the public of its intentions and holding a hearing;
- or
- b. May have already waived the limit in its 2022 election. We are trying to determine what the related language in HH means in this regard.

I was asked to include an email exchange between CAL Legislative Committee Chair and me regarding this matter which is attached.

**Action:** None.

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### **FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM OPT OUT REPORT**

**Task:** Consider FAML I participation.

**Status:** FAML I became law in 2022. Employers are automatically enrolled. FAML I requires deductions from employees' pay as well as a contribution from the employer. A summary of payments and coverage is in the attached DRAFT NOTICE TO EMPLOYEES that we utilized in 2022.

The Library District has the right to "opt-out" of the program but must first give notices and hold a hearing. We want to have this process completed before the end of December to avoid automatic enrollment.

**Action:** **This matter will come before the Board in September**

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### **District Bank Account-Report**

**Task:** Assist in opening District bank account.

**Status:** The Terms of Service for the District's proposed account contained terms that the Library District cannot agree to under the *Colorado Constitution* and state law. DFrnan forwarded a comment letter from SVWPC to the bank which has requested a redline. That has been forwarded.

**Action:** None required.

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**Negotiation of Intergovernmental Agreements-Report**

**Task:** Draft, negotiate and finalize Intergovernmental Agreement among the City, County and Library District required by § 24-90-107(2)(e), C.R.S.

**Status:** The Interim IGA anticipates execution of the Final IGA by October 31, 2023.

Changes have been made as discussed in Executive Session. Most exhibits have been prepared. They will be discussed with the President and Vice President in preparation for a meeting with the City staff on the 16th.

**Action:** None required.

**IGA Sub-Projects Underway**

1. Obtain and review title work on all properties to be conveyed in fee. (title work ordered)
2. Review library property leases regarding assignability and allowed uses etc. (completed)
3. Obtain list of operations contracts and copies for review for assignability and conditions.
4. Obtain list of BPL Library personnel positions. (completed)
5. Follow up on NOBO subdivision.
6. Prepare analysis regarding transition of employee sick and vacation leave.
7. Draft proposed Civic Center License Agreement. (1<sup>st</sup> Draft Completed)

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**Library Tax Receipts-Report**

**Task:** Move tax receipts held by the county treasurer to District. This will require an agreement and some sureties pursuant to the Library Law.

**Status:** I contacted the County Finance Office but have not received a call back with the current balance of the District's tax receipts.

**Action:** **None Required.**

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**Notice of Violation of 5.5 % Limitation-Report**

- Task:** The Colorado Division of Local Governments in the Department of Local Affairs notified the County of its belief the District has violated the limitation of 5.5% property tax revenue increases and must refund its tax receipts.
- Status:** The Division often makes these errors. I do not believe the County did anything wrong in the election that approved the tax revenue in the first instance. We are addressing this matter with the Division.
- Action:** None required.
- 

**Property Leasing and Property Ownership Affect on District Borrowing Under TABOR**

- Task:** Advise the Board and City about the benefit of property ownership in financing.
- Status:** Library District's seldom financing new buildings using municipal bonds because of the cost and difficulties created by the need for a TABOR Election to authorize debt.
- The Colorado Supreme Court has determined that lease/purchase financing is not "debt" and is exempt from TABOR debt requirements. Banks and other lenders are very willing to enter such transactions. The transaction is described below.
1. The lender purchases a property from the Library District.
    - a. This can be an existing library building or new vacant land.
    - b. The lender pays cash to the Library District to be used for new construction.
  2. Simultaneously, the Library District leases the property back from the lender in exchange for semi-annual lease payments.
    - a. The lease requires the Library District to build a new library or other structure that becomes part of the leased property.
    - b. Lease payments have a principal and an interest component just like a loan.

- c. The leased property is automatically returned to the Library District at the end of the lease.
3. The Library District makes payments out of its general operating fund and not a debt service fund. The IRS allows lease investors to receive double tax exempt interest payments under the lease and the Library District receives very favorable lending terms.

**Action:** None Required.

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**Proposed Bylaw Amendment COMPLETED**

**Task:** Propose Bylaw Amendment language and identify the process for making changes.

**Status:** You have received an email notice required by the Bylaws of the proposed language changes. That came from President Teter. The matter will be considered August 8.

Good morning, Trustees. Pursuant to Article XII of the Boulder Public Library District Bylaws, I am providing written notice of a proposed amendment to the bylaws to be considered by the Board at our meeting on August 8th. Two changes are proposed to Article II, Section 7, as noted below.

Article II, *Section 7. Removal*. A Trustee may be removed only following a **two-thirds** majority vote of the Board, and in accordance with Colorado Library Law, by a majority vote of the **[legislative]** appointing bodies, and only upon a showing of good cause. Good cause may include but not be limited to: a deliberate breach of the Bylaws or rules and regulations adopted by the Board; criminal, or fraudulent activity; causing significant harm to the Library, either materially or to its reputation; failure to perform duties outlined herein; or failure to attend three consecutive regular monthly meetings of the Board without an excused absence. The Board does, however, recognize extenuating circumstances and may waive or authorize an excused absence from the attendance requirement.

**Action:** This matter will be removed from the next report.

**Additional Projects Outstanding**

- a. Research City and District requirements regarding employment benefits.
- b. Resolution regarding state Family and Medical Leave Insurance Program opt-in or opt-out.
- c. Insurance matters including director errors and omissions, public officials' liability coverage, trustee bonds, and workers compensation.
- d. Colorado Open Records Act Resolution (CORA).
- e. Colorado State Archives Records Retention Schedule and Resolution.

- f. Resolution regarding disposal of data containing personally identifying information.



## Paylocity Corporation Subscription Term Agreement

**BOULDER PUBLIC LIBRARY DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("CLIENT") is as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Effective Date") requesting Paylocity Corporation ("Paylocity") provide CLIENT with payroll and related services and Paylocity is agreeing to provide such services all as set forth in this agreement ("Agreement"). This Agreement encompasses the following General Terms and Conditions as well as the specific Terms and Conditions for any software or services ("Services") utilized by CLIENT, whether included in the initial Quote (as defined below) or subsequent Letter of Intent, and all of which are to be governed by the terms and conditions of this Agreement.

### TERMS AND CONDITIONS

#### FEES, TERM AND PAYMENTS

1. The term of this Agreement shall commence upon the Effective Date and end two (2) years following the CLIENT'S first payroll (the "Initial Term"). The fees included in the Paylocity Quote for Service ("Quote") will be effective during the Initial Term. After the Initial Term, fees are subject to change upon notice to CLIENT for general price increases. CLIENT agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected. CLIENT has 180 days from invoice date to dispute invoice amounts.
2. After the end of the Initial Term, this Agreement will renew automatically for successive additional one (1) year periods ("Renewal Term") unless either party gives written notice of their intent to terminate within ninety (90) days before the end of the Initial Term or current Renewal Term then in effect.
3. Services commence immediately following the CLIENT'S first payroll processing. CLIENT will be invoiced for Services monthly (each such month a "Subscription Term") based on active headcount of the Subscription Term. Implementation fees are due by Client upon the Effective Date of this Agreement. One-time/implementation fees are non-refundable.
4. CLIENT acknowledges that fees for Services are due and payable in full each Subscription Term regardless of whether CLIENT accessed and/or used Services during such Subscription Term, and there are certain elements of the Service as determined by Paylocity from time to time that are billed based on actual activity (for example Delivery).

#### CONFIDENTIALITY AND PROTECTION OF CLIENT DATA

1. Paylocity agrees to keep confidential any confidential information provided by the CLIENT to the same degree it would with respect to its own confidential information. Paylocity will use CLIENT data for delivering Services under this Agreement, operating our business and meeting any legal requirements.
2. Paylocity will maintain adequate security over CLIENT information to the extent uploaded by CLIENT to its Service account and maintained by Paylocity on CLIENT'S behalf in connection with Paylocity's provision of the Services by using commercially reasonable safeguards over the hardware, software, personnel and processes used to support the delivery of payroll and related services to the CLIENT and in compliance with federal, state and local laws governing employee and payee data including California SB1386 and Massachusetts 201 CMR 17.00.
3. CLIENT will maintain adequate security over the hardware, personnel and processes used to access Paylocity's software and services, including usernames and passwords used to access Paylocity's software.
4. Service delivery by Paylocity involves transmissions of data and information over the Internet at a website hosted by or on behalf of Paylocity. Accordingly, CLIENT acknowledges that neither the security of transmissions over the Internet nor of the CLIENT'S hardware used to access the Internet can be guaranteed by Paylocity. Paylocity will use encryption and other industry safeguards to protect such information when being transmitted over the Internet.
5. Paylocity will maintain commercially reasonable storage facilities and procedures (periodic back-up and on-and off-site storage) to protect against the alteration and loss of CLIENT'S data.
6. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, Paylocity has a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Services and Software provided to CLIENT, and nothing herein shall be construed as prohibiting Paylocity from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

#### RESPONSIBILITIES

1. Paylocity will use due care in processing CLIENT'S work and shall be responsible for correcting errors which are caused by Paylocity equipment, processors, or employees in the course of their work.
2. Paylocity shall be responsible for the payment of any penalties and/or interest due resulting from errors or omissions committed by Paylocity while filing taxes on said CLIENT'S behalf.
3. Paylocity will provide customer support from 6AM to 7:30PM CST daily, excluding weekends and Federal holidays.
4. Paylocity will make available to CLIENT all improvements, enhancements and modifications to its services, methods, and software as they are made generally available by Paylocity to its other clients.
5. CLIENT is solely responsible for the content and accuracy of all data input and then subsequently processed by Paylocity. CLIENT will submit to Paylocity its payroll and other data in a form, at a time and by the method specified by Paylocity. It is the CLIENT'S responsibility to review the processed payroll and other information and to promptly identify any errors. If the data submitted to Paylocity is incorrect, incomplete, or not in proper form, then CLIENT agrees to pay Paylocity's additional charges then in effect for the corrections to said data.
6. PAYLOCITY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ACTUAL DIRECT DAMAGES

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INCURRED BUT UNDER NO CIRCUMSTANCES, OTHER THAN DEFINED IN PART 2 OF THIS SECTION OR FOR CRIMINAL OR FRAUDULENT ACTS BY PAYLOCITY OR ANY OF ITS EMPLOYEES, EXCEED THE CHARGE FOR SUCH SERVICE DURING THE LAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. FURTHER, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (a) CLIENT AGREES THAT PAYLOCITY IS NOT RENDERING LEGAL, TAX, ACCOUNTING, OR INVESTMENT ADVICE AND IS NOT RESPONSIBLE FOR CLIENT'S COMPLIANCE WITH FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, OR ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THE FAIR LABOR STANDARDS ACT OR ANY WAGE AND HOUR LAWS, AND (b) CLIENT IS SOLELY RESPONSIBLE FOR ANY LIABILITY TO EMPLOYEES FOR FAILURE TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS. PAYLOCITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF PAYLOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Agreement creates or will be understood to create third-party beneficiaries. CLIENT understands and agrees that Paylocity has no obligations to third parties, including CLIENT'S employees and any third-party agencies.

7. Except as specifically stated in the Agreement, the Services are provided "AS IS" and there are no warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

8. Subject to Section 6 above, Paylocity and CLIENT agree to abide by all applicable state, local and federal laws in connection with the Services. CLIENT agrees not to post to any application material that would be considered libelous, unlawful, inappropriate, offensive or disrespectful to others. CLIENT agrees that they are responsible for material posted by CLIENT'S employees.

9. CLIENT will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, or programming methods from the applications.

10. The provision of Services to CLIENT may require use of or integration with third party software and/or services. To the extent CLIENT requires utilization of any third-party software or services, CLIENT agrees to hold harmless and release Paylocity from any liability from CLIENT'S use of or integration with third parties. CLIENT authorizes Paylocity to share any CLIENT data, including CLIENT'S confidential information, as may be required by third parties for the provision of Services. Paylocity is also not liable for any disclosure of CLIENT Confidential Information by any such third party, whether intentional or not.

11. The individual signing this Agreement on behalf of CLIENT represents and acknowledges that he or she has the authority to execute this Agreement on behalf of CLIENT and bind CLIENT to this Agreement. CLIENT warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions set forth in this Agreement. Paylocity will be bound by the terms and conditions set forth herein.

## FUNDING

1. In regard to electronic funds transfers, CLIENT shall comply with and be subject to the Operating Rules of the National Automating Clearing House (NACHA) governing these methods of payment, as such rules shall, from time to time, be in effect among banks that participate in NACHA. CLIENT also acknowledges that, in order to put into effect, the Services which include ACH transactions, CLIENT will be designated as the Originator of the ACH transactions and will be bound by the rules for ACH Originators as adopted from time to time by the NACHA. CLIENT agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. CLIENT agrees to indemnify and hold each Participating Bank and NACHA harmless from any claim incident to the operation of this plan arising from an act or omission of CLIENT.

2. For payrolls processed with total liabilities of less than \$1 million, Paylocity will debit CLIENT'S bank account for all ACH transactions one banking day prior to check date and, as a result, requires all amounts to be available for withdrawal from CLIENT'S account at that time. In the event the total amount of funds is not available one banking day prior to check date, a \$100.00 USD fee is to be charged to CLIENT. CLIENT will then have until 2:00 p.m. Central Time on the date of notification to wire transfer these funds to Paylocity's bank account.

3. Notwithstanding the foregoing, Paylocity will require a wire transfer of funds one banking day prior to check date for payrolls processed: a) with total liabilities of more than \$1 million b) where CLIENT is not receiving tax services from Paylocity or c) where CLIENT does not meet or no longer meets Paylocity's credit standards.

4. Notwithstanding the foregoing, if CLIENT processes payroll whereby a majority of its workforce are set up as Form 1099 contractors, CLIENT will be required to prefund all payroll liabilities by wire transfer of funds one banking day prior to check date.

5. Paylocity reserves the right to hold funds resulting from a void (reversal) for 6 banking days to mitigate risk of returned ACH transactions for payroll liabilities or employee reversals.

6. CLIENT'S designated bank account(s) will have sufficient funds to pay CLIENT'S third-party obligations (i.e., employee payroll payments, taxes, agency or other obligations) within the deadlines established by Paylocity in order to satisfy CLIENT'S third-party obligations in their entirety. If CLIENT fails to have sufficient funds to pay such third-party obligations including, without limitation, fees, then CLIENT agrees to pay Paylocity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. In the event CLIENT fails to adhere to its funding requirements under this Agreement, Paylocity may terminate this Agreement and withhold any work in progress as per the terms under Termination of Services and Buy-Out Fee. This is in addition to any other rights Paylocity may have under this Agreement or under law. To secure the CLIENT'S payment of all charges due under this Agreement, CLIENT grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to CLIENT employees, taxing authorities or other third-party agencies. Paylocity also reserves the right to reverse employee transactions and/or tax payments for which funds have not been received from CLIENT.

## OWNERSHIP

Paylocity owns or licenses all rights, title and interest in and to its processes, methods, applications and contents, including the software and documentation, Paylocity's trademarks, and all intellectual property rights in the foregoing (excluding portions of the Service provided by third parties). Software and services are made available only for CLIENT'S internal business purposes and are not transferable; furthermore, any right of use ceases when Paylocity no longer performs its Services for CLIENT.

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## TERMINATION OF SERVICES AND BUY-OUT FEE

1. Either Paylocity or CLIENT may suspend performance and/or terminate this Agreement immediately upon written notice at any time if: a) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within sixty (60) days, unless such breach is due to CLIENT'S failure to pay undisputed fees due hereunder then time to cure such breach shall be five (5) business days, after written notice thereof, or b) the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events).
2. In addition to the rights under item 1 above, Paylocity may also suspend performance and/or terminate this Agreement immediately if CLIENT a) is unable to complete the implementation services and commence Services, b) wrongfully uses or accesses Paylocity's products, systems or services in the performance of its obligations under this Agreement c) fails to remit timely payroll or tax funds as required by this Agreement and in any event when more than twenty-four (24) hours have elapsed from notice given by Paylocity d) breaches any rules promulgated by NACHA as it relates to Paylocity conducting electronic payment transactions on behalf of Client, e) has a bank which notifies Paylocity that is no longer willing to originate debits from Client's account(s) or credits on Client's behalf for any reason, f) has an account whereby authorization to debit Client's account is terminated or Paylocity reasonably believes that there is or has been fraudulent activity on the account, or g) has any material adverse change in its financial condition that Paylocity becomes aware of in the performance of the Services.
3. If CLIENT terminates this Agreement in whole or in part prior to the end of the Initial Term or the then current Renewal Term or Paylocity terminates the Agreement under items 1 or 2 above, (a) CLIENT shall be required to pay a fee in order to buy out this Agreement ("Buy-Out Fee"). The Buy-Out Fee shall be equal to one-half of the following amount: the number of months remaining in the then current term multiplied by the monthly average amount billed to CLIENT over the immediately preceding twelve (12) months (or if less than twelve (12) months has elapsed, the monthly average amount billed to CLIENT over the months the Agreement was in effect prior to the termination date), and (b) Paylocity may allocate any other funds remitted or otherwise made available to it by CLIENT as Paylocity (in its sole discretion) may determine appropriate to include reimbursement for payments made by Paylocity hereunder on CLIENT'S behalf to a third party. Upon termination, CLIENT will immediately a) become solely responsible for all of its third-party payment obligations covered by such Paylocity products or Services then or thereafter due (including, for Tax Filing Services, all related penalties and interest), b) reimburse Paylocity for all payments made hereunder on CLIENT'S behalf to any third party, and c) pay any and all fees and charges incurred relating to Paylocity products or Services rendered prior to the termination date. CLIENT agrees that Paylocity shall be entitled to collect any fees and charges incurred by CLIENT prior to the termination date via ACH direct debit including the Buy-Out Fee.
4. For up to one year following termination of this Agreement, CLIENT data can be accessed for an annual fee of \$5 per active employee, with a minimum charge of \$1,000 payable prior to the date access is provided to CLIENT.

## GENERAL TERMS

1. This Agreement shall be construed according to the laws of the State of Illinois and constitutes the entire Agreement between the parties relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise expressly permitted. No oral or other representations, warranties or agreements have been made in writing and signed by both parties. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.
2. This Agreement may not be assigned by CLIENT to any third parties, other than successors, without the written consent of Paylocity.
3. Paylocity and CLIENT will not be responsible for failure to provide Services or correct any condition beyond its reasonable control, including but not limited to any acts or omissions by any third party.
4. CLIENT understands that this Agreement may be considered as an application for credit and hereby authorizes Paylocity to review credit of CLIENT including reports from credit bureaus, references, bank account status and other available financial information.
5. If CLIENT adds a Service following execution of this Agreement, CLIENT agrees to be bound by these Terms and Conditions as well as the separate Terms and Conditions of that Service.
6. No action arising under or in connection with this Agreement may be brought by CLIENT or Paylocity more than two (2) years after either party becomes or should reasonably have become aware of the occurrence of events giving rise to the cause of action.
7. CLIENT is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of Paylocity's products and services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by taxing authorities.
8. CLIENT agrees that any and all documents, data and other information provided to it by Paylocity that is either identified as confidential or a reasonable person should understand to be confidential based on the nature of the information and materials and other relevant factors shall be treated as confidential information of Paylocity and not used by CLIENT or shared with any third parties except as specifically permitted herein.
9. Notwithstanding any other term in this Agreement, CLIENT expressly acknowledges and agrees that all fees due hereunder pursuant to a signed order for the Services and any related funding requirements, termination penalties and associated amounts are approved and budgeted by CLIENT upon the effective date of the applicable ordering documents and shall be deemed approved, budgeted and appropriated by CLIENT before any automatic renewal under paragraph 2 of the Fees, Terms and Payments unless terminated at least 90 days before the renewal, and all such Service fees are non-cancellable and non-refundable.

## TERMS APPLICABLE FOR CERTAIN SOFTWARE OR SERVICES

The following terms apply to certain types of Services if selected by CLIENT as part of the Quote or Letters of Intent for Services added at any time subsequent to CLIENT'S first payroll.

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02040606A - Version 28.1



For payroll related services, as applicable: CLIENT authorizes Paylocity to pay employees designated by CLIENT via Direct Deposit electronic funds transfer, amounts due and payable to them by CLIENT. CLIENT must retain and provide upon request copies of each employee authorization form for two (2) years after they expire. CLIENT authorizes Paylocity to pay employees designated by CLIENT via bank check drawn on a bank account maintained by Paylocity solely for this purpose. Uncashed bank checks outstanding for more than six months will be voided and the cash will be returned to the CLIENT. With regard to any transmittal of funds on behalf of CLIENT in connection with payroll related services, Paylocity acts as agent for CLIENT in accepting and processing funds. Pursuant to this Agreement, Paylocity provides such payroll related services to and acts on behalf of CLIENT only; Paylocity shall not provide any services directly to CLIENT's employees. CLIENT acknowledges that they are responsible for unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) CLIENT conducts business. CLIENT understands and agrees that (a) many banks, including without limitation, the banks that Paylocity uses to provide payroll services hereunder, assess fees to cash employee paychecks, (b) certain state and local laws require employers to either cover any such fees or ensure that employees can cash checks without being assessed a fee, and (c) CLIENT, as employer, remains solely and exclusively liable for ensuring that where required by law, its employees can cash paychecks without incurring a fee and that Paylocity specifically and expressly disclaims such responsibility. CLIENT authorizes Paylocity to perform payroll tax services that include the responsibility for tax deposits and timely filings of Federal, State and Local employment tax returns. Paylocity will serve as a "limited agent" for CLIENT in respect to tax filing, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Except as expressly provided in this Agreement, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks. CLIENT agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using this service and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.

For time and labor related services as applicable: CLIENT will be billed for the first month in full. To the extent that CLIENT has procured timekeeping equipment during the course of the relationship with Paylocity, CLIENT agrees to return all equipment to Paylocity promptly upon termination of services or Agreement. Any damaged, unreturned or unusable equipment will be the responsibility of the CLIENT. If CLIENT uses any of Paylocity's time and labor related services that include Biometric Data, then CLIENT (i) shall be fully and solely responsible for complying with all applicable laws governing the collection, storage, use, and/or transmission of Biometric Data that CLIENT conducts or facilitates, including but not limited to, developing and complying with CLIENT'S own Biometric Data retention and destruction policies and obtaining written consents from CLIENT'S employees as may be required under applicable laws; (ii) shall be fully and solely responsible for providing a copy of Paylocity's Biometric Information Privacy Policy (which Paylocity shall provide to CLIENT) to CLIENT'S employees for whom Paylocity possesses any Biometric Data related to CLIENT'S use of Paylocity's time and labor related services; and (iii) shall be fully and solely responsible for obtaining written consents (which Paylocity shall provide in a form to CLIENT) from CLIENT'S employees for whom Paylocity may possess any Biometric Data related to CLIENT'S use of Paylocity's time and labor related services. Such consents shall be obtained prior to the collection of any Biometric data and must explicitly be for the benefit of the CLIENT, Paylocity and/or Paylocity's authorized licensors or vendors. CLIENT shall also be fully and solely responsible for complying with all applicable privacy laws and obtaining any required consents in connection with any Personal Information, including without limitation information about COVID symptoms and exposure, that is collected, stored, used or transmitted in the course of CLIENT using any of Paylocity's time and labor related services. "Personal Information" includes any information that relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual. CLIENT shall indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims, demands, suits, judgments, costs, expenses, losses and liabilities, including, without limitation, reasonable attorneys' fees (collectively, "Claims"), to the extent any Claims arise out of or relate to CLIENT'S noncompliance, or Paylocity's noncompliance to the extent Paylocity's noncompliance arises out of an act or omission by the CLIENT, with any laws related to Biometric Data or Personal Information for any services related to this Agreement unless specifically prohibited by applicable law. Paylocity reserves the right to select its own legal counsel for any such Claims.

"Biometric Data" includes "biometric identifiers" and "biometric information" as defined in the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, et seq. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. "Biometric Data" also includes any similar state or local law definitions related to any biological characteristics of a person, or information based upon such a characteristic.

Paylocity shall not (x) sell, lease or trade any Biometric Data that it receives from CLIENT, (y) retain, use, or disclose any Biometric Data that it receives from CLIENT for any purpose other than for the specific purpose of performing the services specified in this Agreement, or (z) retain, use, or disclose any Biometric Data that Paylocity receives from CLIENT outside of the direct business relationship between Paylocity and CLIENT.

For Affordable Care Act compliance services as applicable: CLIENT authorizes Paylocity to file forms 1095c and 1094c based on data entered by CLIENT including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for CLIENT in respect to information return filing with the Internal Revenue Service. Except as expressly provided in this Agreement, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT agrees to execute a "Reporting Agent Authorization" in conjunction with using this service, the same Form 8655 used for Tax Filing clients is sufficient for ACA Reporting. CLIENT agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

For ASO/HR Edge services as applicable: These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity's services exclude legal representation, legal advice, tax advice, international issues, insurance {00680192}

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carrier and insurance policy matters, including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy, paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans, provided we will provide templates and samples (if available), and answer questions and offer advice on what should be included in these documents, and interpretation of legal or regulatory rules. We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic, but we will not interpret legal rules or give advice on the law.

For employment and income verification services as applicable: As part of its services and at no additional cost to CLIENT and CLIENT's employees, Paylocity, through its Vendor will provide a Fair Credit Reporting Act employment and income verification service for CLIENT's employees who have authorized a third-party verifier to obtain employment and income verification from the employee's employer ("Verification Service"). CLIENT may opt out of the Verification Service by having a Company Administrator (i.e., a contact made known to Paylocity as representative authorized to make policy changes on behalf of CLIENT) contact Paylocity at: employmentverification@paylocity.com and indicating the EIN(s) that CLIENT wishes to opt-out of the Verification Service. Unless CLIENT has opted out of the Verification Service, CLIENT authorizes Paylocity to transmit to Vendor employment and income verification information sufficient for Vendor to identify the employees who are eligible to receive the Verification Service. CLIENT certifies that it has read the Notice to Furnishers provided to CLIENT at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. CLIENT understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. If an employee disputes the accuracy of the data provided, CLIENT agrees to provide reasonable assistance to Paylocity to resolve the dispute. CLIENT acknowledges that Vendor is solely liable for the services it provides, and that Paylocity is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any CLIENT information on Vendor's systems and/or servers. CLIENT agrees and acknowledges that, by offering the Verification Service, Paylocity is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paylocity is not acting in a fiduciary capacity on behalf of CLIENT and/or CLIENT's employees. Nothing in this provision creates any rights under this Agreement to any employee. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than CLIENT or Paylocity) will have any right to enforce any part of this Agreement.

Client Name Boulder Public Library District

Authorized Officer's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Print

Authorized Officer's Signature \_\_\_\_\_



**From:** [Joni Teter](#)  
**To:** [Kim Seter](#)  
**Cc:** [David Farnan](#); [Elizabeth Dauer](#); [Kelly Hansen](#); [Kimberly Vernon](#); [Michele Barrasso](#)  
**Subject:** Re: FW: [CAL-Legislative] Re: Prop HH  
**Date:** Thursday, August 10, 2023 9:15:23 AM

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Very helpful, Kim. Could you please include this email chain in your next legal report?

On Wed, Aug 9, 2023 at 2:56 PM Kim Seter <[kseter@svwpc.com](mailto:kseter@svwpc.com)> wrote:

I agree.

*Kim J. Seter, Esq.*  
**Seter & Vander Wall, P.C.**  
7400 E. Orchard Road, Suite 3300  
Greenwood Village, Colorado 80111  
303-770-2700  
303-770-2701 (fax)  
[kseter@svwpc.com](mailto:kseter@svwpc.com)  
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**From:** Diane Lapierre <[dldlapierre69@gmail.com](mailto:dldlapierre69@gmail.com)>  
**Sent:** Wednesday, August 9, 2023 2:17 PM  
**To:** Polly Gallagher <[pgallagher@gcld.org](mailto:pgallagher@gcld.org)>  
**Cc:** Lauren Seegmiller <[lauren.seegmiller@gmail.com](mailto:lauren.seegmiller@gmail.com)>; CAL Leg <[cal-legislative@cvl-lists.org](mailto:cal-legislative@cvl-lists.org)>  
**Subject:** [CAL-Legislative] Re: Prop HH

I would say the biggest impact of HH on library districts is the uncertainty around it that makes it difficult for all of us to make plans for sustainable service to our communities including plans for growth to serve parts of the state that experiencing growth, as well as the uncertainty in areas of the state that aren't growing as fast (if at all). Not knowing if it will pass, and if it does pass how it will be implemented, is creating a lot of confusion, hesitation, and uncertainty for everyone.

On Tue, Aug 8, 2023 at 5:02 PM Polly Gallagher <[pgallagher@gcld.org](mailto:pgallagher@gcld.org)> wrote:

From my perspective, a county that saw huge increase in assessed value, we will not see much of an impact if Prop HH passes. I think that it would be useful to speak with districts that didn't see greater than a 50% growth in assessed value.

The rumblings we are hearing -

- Will we collect our full mill levy (we are de-Bruced) or are we going to give back to the voters. (I won't soap box on this one).
- Is this just a work around to get rid of TABOR?

Might be eastern plain library districts?

**Polly Gallagher**  
Executive Director  
Grand County Library District  
970-887-9411 ext. 101  
[pgallagher@gcld.org](mailto:pgallagher@gcld.org)  
[www.gcld.org](http://www.gcld.org)

Linking people to boundless opportunities.

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**From:** Lauren Seegmiller <[lauren.seegmiller@gmail.com](mailto:lauren.seegmiller@gmail.com)>  
**Sent:** Monday, August 7, 2023 8:21 PM  
**To:** CAL Leg <[cal-legislative@cvl-lists.org](mailto:cal-legislative@cvl-lists.org)>  
**Subject:** [CAL-Legislative] Prop HH

Hi everyone,

As part of the CAL LEG Summer Task Forces, I reached out to Stephanie Vigil (D-Colorado Springs) about supporting libraries through legislation. One topic that came up and that's been brought to the Rep's attention from her local constituents is the impact of Prop HH on libraries.

Can anyone give me a rundown to bring to her, or are there folks who I can introduce to the representative to see what she might be able to address?

Thanks all!

Lauren

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CAL-Legislative mailing list -- [cal-legislative@cvt-lists.org](mailto:cal-legislative@cvt-lists.org)  
To unsubscribe send an email to [cal-legislative-leave@cvt-lists.org](mailto:cal-legislative-leave@cvt-lists.org)