

**BOULDER PUBLIC LIBRARY DISTRICT**  
-REGULAR MEETING-  
Tuesday, September 19, 2023  
Boulder Public Library, Boulder Creek 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. Introduction of Teamwork Arts core (Jaipur Literature Festival)
5. Consider Approval of Minutes of September 12, 2023
6. Treasurer's Report
7. Library District Director Updates (David Farnan)
  - Project Manager Update: Leadline
  - Consider FocusConnect IT Support Contract
8. Subcommittee Updates
9. Trustee Matters
10. Legal Counsel Status Report (Legal Counsel)
11. Consider Resolution 2023-09-01 re Approval of 2022 Audit Exemption Application
12. 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).*

13. Adjournment

**NEXT SPECIAL MEETING: Tuesday, September 26, 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, September 12, 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  
Sam Fuqua (via Zoom)  
Jennifer Yee (via Zoom)  
Doug Hamilton  
Sylvia Wirba  
Cara O'Brien

Also present were Kim J. Seter, Esq, Seter & Vander Wall, P.C.; David Farnan, Director of the Boulder Public Library; Jennifer Phares, Deputy Director of the Boulder Public Library; and, Kelly Hansen, Legal Assistant at Seter & Vander Wall, P.C.

Call to Order

Trustee Teter called the meeting to order at 6:03 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

None.

Consider Approval of Minutes of September 5, 2023

Following discussion, and upon motion by Trustee Wirba and seconded by Trustee Hamilton, the September 5, 2023 minutes were approved, with Trustee O'Brien abstaining.

Consider FAMILI Opt-Out Position and Schedule Hearing

Mr. Seter provided an overview of possible approaches to Colorado's Family and Medical Leave Insurance ("FAMILI"). The District may choose to opt-in, opt-out and agree to withhold funds for employees who want to participate

# RECORD OF PROCEEDINGS

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individually, or opt-out entirely. Out of the more than 70 local government entities that Mr. Seter represents, not one has opted in to the program.

FAMLI provides state-sponsored paid leave for certain qualifying events to employees who may not otherwise be eligible for such benefits through their employer. Trustee Yee expressed an interest in researching FAMLI further, particularly its impact on substitute or part-time employees who do not qualify for the full benefits package outlined in the Employee Handbook.

The Trustees agreed to table discussion of FAMLI until October 3<sup>rd</sup>, when the Staffing Subcommittee will present its recommended course of action.

## Director Update

Mr. Farnan, Trustee Yee, and Trustee Fuqua reported that the staff meeting earlier that day regarding the draft employee handbook went well. Trustee Yee stated that she is eager to see what questions come in through the anonymous staff inbox. Trustee Fuqua discussed concerns raised by a substitute employee at the meeting and expressed his intent to research substitute benefits further.

The District's benefits broker is currently shopping for healthcare packages and Mr. Farnan hopes to have healthcare plans for the Trustees to review within the next two weeks or so. Mr. Farnan is looking into level-funded insurance plans wherein the District pays a monthly fee that includes the estimated cost for claims, premiums, and administrative costs and offers the possibility of receiving money back if claims are less than expected. Mr. Farnan reported that level-funded plans are growing in popularity and essentially serve as a hybrid between self-funded plans and fully-insured plans.

IT consultant interviews are underway and Mr. Farnan hopes to have a contract for the Trustees to review within the next week or two. The IT consultants who have been interviewed appear undaunted by the proposed January 1 deadline.

The District narrowed down its search for a financial software system to two vendors. Mr. Farnan expects to select a vendor by the end of the month but warned the Trustees that implementing a new financial software system could take a few months.

# RECORD OF PROCEEDINGS

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The District was assigned an account and routing number by J.P. Morgan, but the District must first complete training and some additional paperwork with the Treasurer's office before any money can be transferred. The District's financial consultant will be assisting with the process.

The District's project manager, Leadline, will be coming to speak with the Trustees at next week's meeting to provide an update on Paylocity's implementation and the status of various other projects currently underway.

With the 2024 budget approaching, Mr. Farnan anticipates outlining expected budget items at the October 3<sup>rd</sup> Board Meeting, with a first reading to occur at the October 10<sup>th</sup> Board Meeting, and a second reading and approval to follow at either the October 24<sup>th</sup> or October 31<sup>st</sup> meeting. Trustee Teter remarked that the Trustees will be considering the impact of, and approaches to, Proposition HH at the October 10<sup>th</sup> meeting as well. Seter & Vander Wall will post notice of a budget hearing on October 10 and October 24.

Mr. Farnan reported that he and the Staffing Subcommittee will be researching the effects of the City of Boulder's newly raised minimum wage and ways to mitigate issues posed by wage compression.

Mr. Farnan is working with the County Assessor to address a concern raised by a citizen regarding District taxes to be paid on an alleged split parcel.

## Subcommittee Updates

### - Budget Subcommittee

The Budget Subcommittee agreed it would be best to wait until after the District's debt to the City is paid off to explore investment strategies further.

## Trustee Matters

Trustee Teter discussed upcoming meeting agenda items, reiterating the schedule set forth by Mr. Farnan earlier in the meeting. On September 19<sup>th</sup>, the Trustees will be speaking with the Jaipur Literature Festival's ("JLF") art team and receiving an update from the District's project manager. On September 26<sup>th</sup>, the Trustees will review and potentially approve the IT migration contract, examine the District's budget model, and discuss employee feedback on the benefits package. The FAMLI hearing will occur at the October 3<sup>rd</sup> meeting. The 2024 budget will also

# RECORD OF PROCEEDINGS

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be previewed then. At the October 10<sup>th</sup> meeting, the Trustees will discuss Proposition HH and conduct a first reading of the 2024 budget. The Trustees will review and approve the staff employment and benefits package at the October 17<sup>th</sup> regular meeting and conduct a second reading of the 2024 budget at the October 24<sup>th</sup> meeting.

Trustee Teter encouraged the Trustees to attend the Boulder Library Foundation's gala on October 26<sup>th</sup>.

## Legal Counsel Status Report

Mr. Seter reported that he is working to address contracts the City will not renew, including its contracts with the Marmot Library Network and Lyngsoe Systems. Being that Marmot Library Network is one of his clients, Mr. Seter stated that he will need the Trustees' consent to work on that contract. The Trustees agreed to allow Mr. Seter to work on the contract with Marmot.

## Executive Session

At approximately 6:58 p.m. Trustee Hamilton moved the Board of Trustees to enter into 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). Upon second by Trustee Wirba and unanimous vote, the Board entered executive session for the above-stated purposes. The Board did not take formal action nor did it adopt any policy, rule, or regulation while in executive session.

## 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 7:39 p.m.

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Secretary for the Meeting

FocusConnect IT  
2023 Enterprise IT Support Agreement

Boulder Public Library District (BPLD)  
1001 Arapahoe  
Boulder, CO 80302

David Farnan - Director  
Farnand@boulderlibrary.org  
(720) 335-1900 t.

This Network Maintenance Agreement (“Agreement”) is made and entered into on this 20th day of September 2023 (“Effective Date”) by and between FocusConnect (“FC”), an S Corp with offices located at 5155 Clarkson St. Denver, Colorado 80216 and Boulder Public Library District (“Customer”), an institution with offices at 1001 Arapahoe Boulder, CO 80302

The contract is for a 3-year term. Pricing structures referenced in section Exhibit A - FocusConnect Enterprise Proposal refer to document titled: 9.14.23 BPLD - Cost Proposal

**WHEREAS**

FC desires to provide Customer with, and Customer desires to receive, Enterprise services as provided herein;

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants as provided herein, the parties agree as follows:

**1. SERVICES.** Subject to the terms and conditions of this Agreement, during the term of this Agreement: Customer will be entitled to FocusConnect IT Enterprise services, as provided herein;

**a. Enterprise.** FC will provide to Customer the services described in Exhibit A and as modified by any related Service Change Forms (the “Enterprise Agreement”).

**2. TERM.** The term of this Agreement will commence on the Effective Date and continue for an initial term (“Term”) ending on 9/20/2026 ~~from the Effective Date subject only to annual appropriation of funds by Customer.~~

~~2.a.~~ **Automatic Renewal.** At the expiration of this initial term, ~~if completed,~~ this Agreement will be renewed automatically for another (3)

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~~year term. Customer's acceptance is made if the contract unless Customer provides at least is not terminated~~ sixty (60) days notice of non-renewal prior to the end of the term or fails at any time to appropriate annual funding. If the Customer requests non-renewal, that the Agreement is not renewed and the Agreement is not to be terminated, the ~~e~~Customer will be put on a month-to-month contract at a twenty-percent increase in monthly fees.

~~a.b.~~ **Effect of Termination.** In the event of ~~the termination pursuant to paragraphs 13 or 14, or and abandonment failure of Customer to annually appropriate funds by December 20 of each year~~ hereof, the Customer will be liable for ~~seventy-five percent of the remaining Term of the Agreement and~~ one-hundred percent of any equipment or software lease where FC has purchased the equipment on behalf of the Customer. If there is any equipment or software leased on behalf of the Customer, it will be noted in Exhibit A as "Leased". ~~The~~ Customer must provide thirty days' notice of termination ~~request~~ in writing to terminate the agreement. ~~If the Customer is month to month and has completed their annual Term, then~~ thirty days' notice in writing will terminate the Agreement within thirty days of the written notice if Customer is on a month to month contract.

3. **SERVICE CHANGES.** Customer and FC may, from time to time after the Effective Date hereof, execute one or more modifications of this Agreement to change the services that FC will provide to Customer. Service changes may be requested by written communication via the FC ticket system for archival purposes and must be acknowledged by FC via the same system. Service changes will be reflected in the next monthly statement. See Section 5.c for payment disputes.
4. **SCOPE OF WORK.** Exhibit A sets forth the scope of Network Maintenance Services to be provided by FC and/or its designated subcontractors. It is incorporated herein by reference. Any service requested or approved by Customer that are not designated ~~as covered~~ in Exhibit A is additional work and will be billed at the Hourly Rate set forth in Exhibit A in addition to the monthly fee. The references to items not covered or excluded on Exhibit A are meant as examples and the list is not exclusive.
5. **FEES AND BILLING.** Customer will pay FC all fees and charges set forth in Exhibit A for the Network Maintenance Services provided ~~hereunder~~. Currently the services provided hereunder are not subject to any federal, state municipal or other sales and use taxation or any other taxes levied upon the actual provision of services. If it is ever determined that the services provided hereunder are subject to such taxes, then Customer will be responsible for such taxes and will reimburse FC for ~~any and all~~ actual payments made regarding services provided to Customer pursuant to this Agreement.

a. **Installation Fees.** Customer will pay all installation fees and ~~non~~-recurring costs (NRC) identified in Exhibit A ~~prior to within seven (7) days prior of the Effective Date and prior to~~ setup of any Equipment. The installation fees and NRC are identified in Exhibit A as:

**Commented [KS1]:** Please identify the charts or item entries in Exhibit A that are being referenced here. It looked to me like you want these paid in advance. If not, please change accordingly, but, still identify them.

Thanks.

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~~a.~~ Customer shall pay all installation fees ~~(as previously agreed to by the parties)~~ identified in any Service Change Form within 15 days of upon receipt of the ~~date of Service Change Form~~ invoice ~~thereof or as otherwise agreed to in writing in the Service Change Form.~~

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**b. Billing and Payment Terms.** FC will bill Customer monthly, in advance, for fees ~~then due and/or owing for the provision of~~ all services and related charges, anticipated to be incurred in the succeeding month. ~~and payment of such fees and charges will be~~ due within thirty (30) days of the ~~posted~~ date of each FC invoice ~~and before the first of the month for the services being performed.~~ Partial months will be prorated. ~~If the event that~~ Customer fails to pay the fees invoiced within seven (7) days after such payment is due, then the Customer shall pay FC a late charge of three percent (3%) of the unpaid balance. If the Customer fails to pay the fees invoiced within fifteen (15) days after such payment is due, ~~then the~~ Customer shall pay FC a late charge of eight percent (8%) of the unpaid balance. ~~If after thirty days (30) days after such payment is due, the~~ Customer fails to pay for the services within 30 days of the due date, FC may ~~exercise the right to do one or all of the following:~~

- ~~i.~~ Refuse to provide technical service and solutions on the 31<sup>st</sup> day until payment has been received; and applied toward the following month of service.
- ~~ii.~~ Suspend or terminate this agreement indefinitely with compensation for one hundred percent of the contract value remaining and leased equipment.
- ~~iii.~~ The right to auction equipment to recuperate lost costs and bill customer for remaining amount.
- ~~iv.~~ Terminate this Agreement and pursue all remedies lawfully available. Send amount to collections and reporting bureaus after a formal written notice to Customer point of contact.

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**c. Payment Disputes.** If Customer, in good faith, disputes any of the amounts on an invoice, Customer will nonetheless, within thirty (30) days of the date of the invoice ~~and prior to the first of the month for the services performed~~, pay all amounts not in dispute and provide FC with written notice of the billing dispute together with documentation to substantiate the disputed charges. If Customer fails to provide FC with the required written notice or if Customer's account excluding the disputed amount is delinquent, Customer's right to a billing adjustment will be waived. Following FC's receipt of Customer's written notice pursuant to this subparagraph, the Parties will cooperate in good faith to informally resolve the billing dispute.

**6. PRIVACY.** FC will only access and disclose information as necessary or appropriate to cooperate with law enforcement or other legal authorities, comply with applicable laws, regulations and government orders or requests, or in legal or administrative proceedings where such information is required by Court order. FC will consult with Customer prior to any disclosure of information that it deems necessary to cooperate with law enforcement or other legal authorities. All legal and other direct expenses FC incurs as a result of a court order pursuant to a civil or criminal investigation of the Company shall be itemized and billed to the Customer.

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~~6.~~ FC will not disclose, for its own purposes or for or on behalf of Customer, any record or other information that identifies any person as having requested or obtained materials or services or as otherwise having used a library. Disclosure of information is a violation of the library Privacy of User Records statute, Section 24-90-119, C.R.S.

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**7. CONFIDENTIAL INFORMATION.** Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party's business, pricing or fees, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary and subject to the confidentiality provision hereof), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. This agreement for non-disclosure of confidential information will remain in effect for two years after termination of this agreement.

## 8. REPRESENTATIONS AND WARRANTIES

### a. Warranties by Customer

- i. **Customer Content.** You represent and warrant to FC that your content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your server content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your server account. You also represent and warrant the server content being hosted by FC shall not be used in connection with any illegal activity.
- ii. **Customer's Business.** Customer represents and warrants that Customer's services, products, materials, data, information and Customer Equipment used by Customer in connection with this Agreement as well as Customer's and its permitted clients and users' use of the Network Maintenance Services (collectively, "Customer's Business") does not as of the Effective Date, and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation.

### b. Warranties and Disclaimers by FC

- i. **Service Level Warranty.** FC's warranty for providing Network Maintenance Services to Customer is set forth in Exhibit A. The warranty in Exhibit A does not apply to any Network Maintenance Services that expressly exclude such warranty which includes anything that is leased.

Exhibit A sets forth Customer's sole and exclusive remedy for any failure by FC to provide Network Maintenance Services.

- ii. **Actions of Third Party.** Without limiting the foregoing disclaimer, Customer specifically acknowledges that FC's Network Maintenance Services, beyond its office premises, are provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which FC's customers' connections to telecommunication networks (or portions thereof) may be impaired or disrupted. Although FC will use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events, FC cannot guarantee that they will not occur. Accordingly, so long as FC acts in a commercially reasonable manner, as described above, and does not act in a grossly negligent manner, FC will have no liability whatsoever resulting from or related to such events.

## 9. LIMITATION OF LIABILITY.

- a. **Personal Injury.** Each Customer Representative, Agent, client, vendor or any other person in any way associated with Customer visiting FC corporate offices does so at its own risk and FC will have no liability whatsoever for any harm to such persons resulting from any cause other than by FC's gross negligence or willful misconduct resulting in personal injury to such persons during such a visit. Any FC Agent, client, vendor or any other person in any way associated with FC visiting the Customer's facilities does so at its own risk and Customer will not have liability whatsoever for any harm to such persons resulting from any cause other than by Customer's gross negligence or willful misconduct resulting in personal injury to such personal during such a visit.
- b. **Damage to Customer Business.** Except for each party's indemnification obligations, each party's liability to the other party and its affiliates for all claims arising out of the agreement, whether in contract, tort or otherwise, will not exceed the amount paid by FocusConnect to Customer during the six months prior to when the liability arises. Notwithstanding the foregoing, FocusConnect's Liability to the Customer for data breach will not exceed an amount equal to the subscription fee amount paid by Customer to FocusConnect during the six months prior to when the liability arises. In no event will either party be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages of any kind, including but not limited to lost revenues, profits, or goodwill, for any matter arising out of or in connection with the performance or nonperformance of the agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if a party has been advised of the possibility of such damages.
- c. **Basis of the Bargain; Failure of Essential Purpose.** Customer acknowledges that FC has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and limitations on damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and

exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

~~10. COMPLETE AGREEMENT. This is the complete agreement between the parties. All prior discussions and representations are deemed to be incorporated in this agreement and its exhibits and no oral representations are admissible to amend or change this agreement except as required by Colorado law.~~

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~~11.10. NO ORAL AMENDMENTS.~~ This agreement, including the scope of services, may be modified only in a writing signed by both parties.

~~12. INVALIDITY OF A PROVISION. The invalidity of any provision or portion thereof shall not invalidate the remainder of this agreement.~~

Commented [KS3]: See, 13.d. below.

~~13.11. TERMINATION FOR CAUSE.~~ If either party breaches any provision of this agreement as defined within the SLA in exhibit A and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt. This termination shall exclude any leased equipment or services from FC.

~~14.12. TERMINATION ON INSOLVENCY.~~ Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production.

~~15.13. OTHER PROVISIONS.~~

- a. **Non-Assignment.** Neither party shall be permitted to assign this agreement in whole or in part without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment in violation of the foregoing restriction will be null and void; provided however that either party may assign this Agreement to the purchaser of all or substantially all of the assets of party. Except as restricted above, this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- b. **Independent Contractors.** The parties will have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or in a joint venture.
- c. **Non-Waiver.** Failure of either party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights.
- d. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future laws, such item will be struck from the Agreement; however, such invalidity or enforceability will not affect the

remaining provisions or conditions of this Agreement ~~to the extent they can be. The parties will remain legally bound by the remaining terms of this Agreement, and will strive to~~ reformed, reinterpreted or amended ~~the Agreement~~ in a manner consistent with the original intent of the parties.

- e. **Force Majeure Events.** Either party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control. Force Majeure Events means any failure of performance due to causes beyond FC's reasonable control, including but not limited to labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, acts of terror, military or usurped power, sabotage, governmental regulation or controls, fires, power fluctuations or outages, telecommunication fluctuations, telecommunication outages, telecommunication delays, failure or degradation in telecommunications services, hostile attacks, public network or Internet congestion, mechanical defects, or other casualty, hurricanes, tornadoes or like adverse weather of unusual amount, intensity or duration, or acts of God.
- f. **Governing Law; Jurisdiction.** This Agreement will be interpreted and enforced according to the laws of the State of Colorado. FC and Customer hereby consent and submit to the personal jurisdiction of the state and federal courts of the State of Colorado. Any controversy or claim involving less than one hundred thousand dollars (\$100,000) arising out of or relating to this Agreement and involving or the breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The party found by arbitration to be in breach of this Agreement will be required to pay all other parties' attorney's fees, costs and expenses incurred in connection with such an arbitration, in addition to any other relief ordered by the arbitration panel.
- g. **Sole Contact Point.** The Parties hereby agree that the signatory below is the sole contact point empowered to represent and bind its respective Party concerning the implementation of this Agreement; however, FC's receipt of an order, invoice or contract for services, on Customer's stationary or business form, signed by an employee or representative of the Customer shall be deemed an authorized order for services from the Customer. If Customer is anything other than an individual or sole proprietorship, the individual signing on behalf of the Customer represents and warrants to FC that he or she is authorized to bind the Customer to this Agreement and has full authority to execute this Agreement on behalf of the Customer.
- h. **Non-Solicitation.** During the term of this agreement and for two years after any termination of this agreement.
  - i. The Customer will not directly or indirectly, on their own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce and officer, director, or employee to leave FC.

- ii. The Customer will not directly or indirectly, on their own behalf or in the service or on behalf of others, in any capacity solicit the business of any customer, or consultant, of FC.
- i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, including facsimile counterparts, each of which shall be deemed an original.
- j. **Taxes.** The Customer agrees to honor all taxes, surcharges, and any and all governmentally assessed fees and (related penalties and interest) applicable to the services and hardware provided. However, Customer is a tax exempt government entity. Customer will provide FC with its tax exempt ID number and will not pay or reimburse taxes that could have been avoided by use of Customer's tax exemption.
- k. **Integration.** This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral with respect to the subject matter hereof. No modification of this Agreement will be binding upon the parties hereto, unless evidenced by a writing duly signed by authorized representatives of the respective parties hereto.
- l. **Exhibits Incorporated.** All Exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.
- m. **Notices.** All notices or other instruments or communications provided for under this Agreement will be in writing, signed by the party giving the same, and will be deemed properly given and received (i) on the next business day after deposit for overnight delivery by an overnight courier service such as Federal Express or (ii) three (3) business days after mailing, by registered or certified mail, return receipt requested or (iii) on the next business day after posting to recipients' E-mail address. All such notices or other instruments will be furnished with delivery or postage charges prepaid addressed to the party at the address set forth below or such other address as such party may designate by notice to the other party.

**16.14. ACCEPTABLE USE POLICY.** The Customer agrees to follow our Acceptable Use Policy which can be found here: <http://www.focusconnect.com/terms-of-use>. FC reserves the right to change these policies at any time. The Customer is responsible for regularly reviewing the Acceptable Use Policy. Continued use of the Network Maintenance Services following any such changes shall constitute the Customer's acceptance of such changes.

**Exhibit A: FocusConnect IT Enterprise Agreement**

Please see document titled 9.14.23 BPLD - Cost Proposal for pricing structures.

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888-507-5725 | 5155 Clarkson St. Denver CO 80216 | [www.focusconnect.com](http://www.focusconnect.com)

FocusConnect looks forward to working with your team. If your organization would like to move forward with our services, please sign the acceptance below.

David Farnan - Director  
Boulder Public Library District (BPLD)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

FocusConnect IT  
Jackie Specht - CEO

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

Thank you for choosing FocusConnect IT.

Kind Regards,  
Jackie Specht  
CEO, Technology Solutions Architect

FocusConnect IT  
303-618-4697 cell  
[www.focusconnect.com](http://www.focusconnect.com)



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Prepared for:

David Farnan  
Director  
Farnand@boulderlibrary.org  
Boulder Public Library District  
1001 Arapahoe  
Boulder, CO 80302

Delivered:  
September 14<sup>th</sup>, 2023

FocusConnect  
5155 Clarkson St.  
Denver, CO 80216  
[www.focusconnect.com](http://www.focusconnect.com)

Jacqueline Specht  
[jacqueline.specht@focusconnect.com](mailto:jacqueline.specht@focusconnect.com)  
303-618-4697 cell



## Section 1: Cloud-managed IT Introduction

Hello David,

Thank you for the opportunity to present our service offering to your team.

Over time, IT technology needs have become more complex and require more time to manage. Sometimes processes can also be constrained by resources, personnel, and budget. These factors can leave a business vulnerable to potentially devastating outages, security breaches, or even ransomware attacks. By choosing to work with FocusConnect, your team will benefit from having a technology partnership able to leverage the strengths of our team and strategic technology partnerships working alongside our company. The result will be an improved technology experience, better leadership and guidance for the future, and more accountability.

Below are areas where FocusConnect can address your IT requirements:

1. Design, build, migrate data, protect and support a new Azure cloud architecture meeting BPLD needs.
2. Design, build, install and support the proposed 6 network architecture flexible with current and future ISP plans.
3. Become a trusted resource for assistance in contract procurement to ensure edu pricing / best pricing for all hardware and software vendors proposed in the RFP.
4. Assume an activate role in managing vendors and tracking tickets and support related requests for those vendors.
5. Maintain a high level of security to minimize staging of possible security threats using a combination of tools.
6. Create a standard and scalable process as the foundation for the future growth of BPLD.
7. Provide pro-active 24/7 SOC to stay ahead of critical security concerns and cloud vulnerabilities.
8. Collaborate on future roadmap planning.

FocusConnect has the solution: Cloud-managed IT provides enterprise-grade care and management of your IT environment, giving your business a competitive edge, by leveraging the cost-efficiencies of the cloud. With cloud-managed IT, your team can reduce the complexity of managing additional internal overhead, leverage our highly skilled team, and reduce internal resource constraints within your organization.

By employing the right blend of people, processes, and tools offered by properly executed cloud-managed IT services, your business can take full advantage of powerful new technologies while staying focused on the core of business. This document

describes the monthly costs associated with the proposed FocusConnect cloud-managed IT solution.

## Section 2: Managed Services, Hardware, Projects, and Software

### Section 2.1: Managed Services Proposal

The charts below outline all items requested in the RFP, separated by category.

The first table outlines monthly IT Support Plan after the implementation phase of RFP is complete. The IT Support Plan is for a 3-year term at \$30,011 monthly which includes dedicated staff (in your area) to service needs and collaborate with our team.

			Enterprise
Description		Quantity	Includes
1	Complete & Direct Support for 191 computers	191	<b>\$23,875</b>
2	User tools: Computer security and email security programs	Yes	✓
3	Authentication tools	Yes	✓
4	O365 Email Management	Yes	✓
7	Anti-ransomware Detection and Prevention for computers and servers	201	<b>\$1,608</b>
8	Operating System Patches, Updates, & 3rd Party applications	Yes	✓
9	Risk Assessment Reporting	191	<b>\$573</b>
10	Managed Anti-virus, Anti-malware, DNS, Anti-ransomware Systems	Yes	✓
11	Documented Network Diagram	Yes	✓
12	Cloud IT Ticket Access	Yes	✓
13	Telecommunication Audit and Vendor Management	Yes	✓
14	Network Equipment: Firewall, WAN, LAN, Switches, Wireless, Monitoring & Management	Yes	✓
15	Unlimited Help Desk Remote Support & Onsite Support for Denver office	Yes	✓
16	Monthly Account Manager Visits   Quarterly vCIO Meetings	Yes	✓
17	Onboarding On-site Presentation and Documentation	Yes	✓
18	Monthly Cyber Security training to protect your employees	191	<b>\$955</b>
19	Server Management	1	<b>\$3,000</b>
20	BCDR for (see Azure pricing chart for estimation)	Yes	✓
21	Compliance Management Package (see pricing table further below)	No	✓
22	Annual PENN Test (see pricing table further below)	No	✓
23	New computers: Assistance ordering, setting up, and delivering	Yes	✓
24	Monthly Recurring Total		<b>\$30,011</b>

Users and Equipment	
Number of Computers	191
Number of Servers	7

Number of Managed Firewalls	6
Managed Switches	24
Number of Workstations	191
Wireless Access Points	55

FocusConnect will require an annual penetration test estimated at \$6000 to be performed by a 3<sup>rd</sup> party to attest to the safety and security of the environment.

### Annual Penetration Test

Description	Quantity	Includes
Annual Penetration Test (*required once per year)	1	\$6,000

The next section below outlines the cost for the server hosting and BCDR in the Azure cloud.

#### **Azure cloud, Azure VPN, Acronis BCDR pricing:**

The next table outlines the cost for the monthly hosting within the Azure cloud, and the monthly BCDR costs. For safety and security, we use a 3<sup>rd</sup> party BCDR tool in case Microsoft undergoes a security threat situation. The entire environment can run safely and effectively in the virtualized BCDR environment.

The table on the next page outlines those monthly costs. The cost for the VPN Gateway fluctuates slightly monthly based on amount of data transfer.

Azure Cloud:	Qty	Total
AD Domain Controllers / 4 core 16GB RAM, 150GB storage	2	\$507.38
App Server / 2core 8GB RAM, 256 GB	1	\$245.68
SQL server / 4 core, 16 GB, 250 GB Storage	1	\$256.69
File Server / 4 core, 18GB Ram, 6 TB Storage	1	\$1,014.64
VisicountSRV: 2 CPU, 8 GB Ram, 100 GB C: 40 D: 80 E	1	\$245.68
Print server / 4core, 8GB RAM, 256 GB	1	\$216.36
Acronis Cloud back up (encrypted and BCDR virtualized)	1	\$1,200.00
		<b>\$3,686.43</b>

Base VPN Gateway includes 1GB (monthly)

**\$400**

Fluctuates \$74 per TB for data transfer Azure VPN (monthly)

The next section outlines the cost for computer procurement.

\*Laptop count is increased to 75 units.

Computer hardware:	Qty	Price per unit	Total
Laptops / Latitude 3540 - I7/ 16GB/ 256SSD / 15" / 3yr warranty	75	\$976.75	\$73,256.25
Desktops / Optiplex - I7/ 16GB/ 256SSD / 15" / 3yr warranty	121	\$914.77	\$110,687.17
24" monitors	121	\$91.95	\$11,125.95
Computer set up and imaging	191	\$150	\$28,650.00
<b>TOTAL</b>			<b>\$223,719.37</b>

The next section outlines the cost for the network equipment at \$514,515.30.

(After the initial purchase, the software licensing agreement for the network equipment will be up for renewal again in the year 2026. The cost for renewal at that moment in time will be \$146,060.06.)

Network equipment:	Qty	Price per unit	Total
Meraki MX250 Router/Security Appliance	3	13,124.11	\$39,372.33
Meraki MX105 Router/Security Appliance	3	8865.73	\$26,597.19
Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	24	13,804.27	\$331,302.48
Meraki MR36 Wi-Fi 6 Indoor AP	55	946.31	\$52,047.05
SPF modules	10	300	\$3,000.00
WAP installs	55	150	\$8,250.00
Meraki MX250 Advanced Security License and Support, 3YR	3	22,078.00	\$66,234.00

Meraki MX105 Advanced Security License and Support, 3YR	3	16,556.75	\$49,670.25
Meraki MS250-48FP Enterprise License and Support, 3YR	24	1,743.08	\$41,833.92
Meraki MR Enterprise License, 3YR	55	451.58	\$24,836.90

<b>Total</b>			<b>\$643,144.12</b>
			<b>\$514,515.30</b>

Every 3 years, license agreements must be renewed for equipment.			<b>\$182,575.07</b>
			<b>\$146,060.06</b>

The last section below includes one-time project costs of \$152,010.

#### Additional project costs:

Network Design, Configuration, Implementation, Data Migration, Project Management			\$139,010
Staff Training			\$7,500.00
Equipment placements and set up team			\$3,000.00
Assisting telecom provider with integration			\$1,500.00
Power BI data migration and gateway set up			\$1,000.00
<b>Total</b>			<b>\$152,010</b>

#### Patch panels:

An additional fee for toning and labelling patch panels may apply if parent IT is not able to provide patch panel diagrams and labeling conventions before removing their equipment.

#### Software procurement:

FocusConnect will work with BPLD to procure contracts with favorable pricing for all 3<sup>rd</sup> party needed applications mentioned in the RFP.

### Section 2.2: Hardware & Software Support

This section covers items included in the contract, terms for fleet replacement, computer orders, turnaround time for new computer deployment, and exclusions from the contract which are typically considered “projects” and provided examples.

#### Count of endpoints:

The chart above outlines support for the pre-designated number of computers / employees listed above. The contract will be adjusted over time if the support count above has changed. If support tickets are submitted for new / additional computers which are not already included in the plan above, those computers will be evaluated to make sure they are meeting the minimum specification for fleet deployment and the endpoint is added to the count.

Procurement of computers / fleet replacement:

- Computers on the support plan must meet these specifications, or there is a timeline for replacement of these computers identified together. The computers must be: running Windows Pro (not Windows Home Edition), i5 or later processor, 16GB, computer must have a warranty. If our organization spends over an hour troubleshooting computers that do not meet this specification, or the computer is suffering severe performance issues, we will notify you to purchase / issue a replacement computer and schedule with the user. If asked to provide continued support to computers that do not meet minimum specifications, FocusConnect will apply hourly charges to the work performed on the failing computers / aged computers. It is important to work together to help identify aged computers in your fleet and plan for regular issuance of computers up to specifications.
- All computers ordered must ship to our mailroom below. For the best experience ordering, receiving warranties, and pricing per the spec above, we will purchase the computers from the manufacturer, or a local provider to find products meeting specifications for the support agreement.  
FocusConnect 3845 Tennyson St. ATTN: Jacqueline Specht (Suite 142) Denver, CO 80212 By shipping them to us, we can speed up the deployment process.
- Computer set up turnaround time is 2-4 business days.
- Our agreement includes help with 3 brand new computer builds per quarter. If you need more assistance with additional machines within the quarter period, assistance with that additional computer set up may be billed hourly and will be scheduled at availability.
- Clients who need large fleet replacements (more than 3 new computer builds per quarter) must schedule with us those replacements and place bulk orders for the new computer hardware. These are considered “projects”. Depending on the size of the fleet replacement, we may need to bring in additional resources and may bill additional if the fleet replacement is resource intensive because it is a large fleet.
- Clients will be charged for new computers / new hardware / new software needed, when necessary. Computer ordering, installing software, moving files, and user enablement is part of the offered service. FocusConnect will deliver these units pre-configured and work with the users onsite to ensure all data is

transferred and the new computer user is comfortable and able to access everything.

- Spare computers – Each client under contract is required to have at least one spare computer on hand with FocusConnect that is brand new or refurbished meeting the specifications.

#### 3<sup>rd</sup> party vendor support:

- Clients must continue paying for existing licensing and support agreement contracts for existing software applications.
- Clients must have in place printer support contracts with 3<sup>rd</sup> party printer providers. FocusConnect will work with those providers to ensure network integration questions are answered. Users must submit tickets with those providers for printer driver installations directly, or to learn more about the printer features. Printer hardware repairs must be scheduled with those providers.

#### Compliance requirements:

- FocusConnect requires compliance focused industries to run our minimum required tools for Cyber Security Protection. These will be mandatory and included in the contract rate.
- If you are required to maintain compliance documentation, you must notify FocusConnect of the specific framework. Compliance framework documentation and management is not included in the pricing table above, however it is a service we offer upon request for an additional monthly fee. (SOC1, SOC2, ISO, HIPAA, PCI)
- Policies and Procedures must be following for 3<sup>rd</sup> party consultants and auditors performing work inside a network we are protecting. FocusConnect may require each user to have access temporarily to a “company” issued computer covered with our protective tools installed and tools to help verify the identity of people accessing company resources.
- Your organization is required to disclose to FocusConnect upfront if you have experienced a data breach in the past and provide as much detail as possible.

Projects / Exclusions: Any items not included in the pricing chart are considered exclusions to the contract. This section outlines examples of items that may be considered “projects” or contract exclusions.

- FocusConnect is not a software developer. We recommend clients have qualified people to support custom projects, software coding, database programming, or website developer needs. We are happy to answer questions that those organization might have if it related to email inboxes supporting the websites. If FocusConnect is being asked to support VMs servers or other environments, this will need to be spec’d and included in the pricing table.
- FocusConnect is not a SQL developer/Power BI developer. We do have relationships with reliable contractors and can make introductions if such services are needed.

- Network equipment installations are considered “projects” and may be billed as such.
- Email migration is considered a project and additional time will be billed for this service.
- Server migrations and data migrations will be billed as projects.
- Assistance with phone systems including set up, delivery, or configuration changes will be considered quoted projects. Support agreements with those providers must be in place.
- Ransomware recovery events (or other like data breaches) are not included in the contract and will be quoted as a project.
- Low voltage wiring or related installation projects
- Compliancy framework documentation and management is not included in the pricing table above, however it is a service we offer upon request for an additional monthly fee. (SOC1, SOC2, ISO, HIPAA, PCI)

#### Inflationary increases:

Reasonable periodical inflationary increases may apply over the years at a rate of 10% to accommodate for changes in the marketplace and rising costs in technology tools.

Customer will be provided 30 days written notice of inflationary increases and given 30 days to terminate the Agreement.

#### Business Hours:

M-F / 9:00 a.m. – 5:00 p.m. (remote and onsite support)

Sat / 12 p.m. – 5:00 p.m. (remote only support)

Closed on Sundays

Closed for Holidays

To submit a ticket:

Fastest way to get a response is email: [support@focusconnect.com](mailto:support@focusconnect.com)

If you would like to submit a ticket by phone: 888-507-5725 option 2, 1

#### Scheduling onsite visits:

Onsite visits will be scheduled during our regular business hours M-F 9am-5pm. A trip fee of \$100 may be assessed for travel, parking, and other items needed. The amount of time spent onsite is already included in the monthly support chart above.

### Section 2.3: Future Projects Proposal

All items are currently quoted in pricing charts above.



## Section 3: FocusConnect Enterprise Overview

FocusConnect will maintain all services listed in this overview.

### Section 3.1: Complete & Direct Support for Employees and Computers

All employees have direct access to FocusConnect to open tickets and get support. This direct communication allows FocusConnect to quickly attend to your employees and deliver support quickly under our SLA guidelines. This direct access promotes a healthy IT environment where employees have the support they require, and the company has a fix-fee billing that is predictable month-month.

### Section 3.2: Computer Tools for remote access, security, and email security

The FocusConnect agents are deployed on all supported devices (Workstations, Servers, and Networking Hardware). We monitor device resources that include CPU usage, memory usage, disk usage, and error logs. All of this monitored data is collected and stored for review by FocusConnect technical staff and is used to quickly diagnose device issues when something isn't working correct on the customer's network. We also implement additional email security tools for each user.

### Section 3.3: Authentication

FocusConnect uses a few different tools to manage authentication and identities of devices. It ensures passwords are not compromised, and people pretending to be employees cannot access company resources. It also verifies and approves only authorized contractors to access certain resources dictated by your organization. Microsoft AD will be used to control access.

### Section 3.4: O365 Email management

FocusConnect will provide email management and support to employees including creating accounts, changing passwords, forwarding email, and deleting users.

### Section 3.5: Back Ups for cloud tools

FocusConnect can provide continuous backups for Sharepoint, O365, and Gmail. Email retention and compliancy policies will also be set for the organization.

### Section 3.6: Operating System Patches, Updates, & 3rd Party applications Updates

FocusConnect provides updates to all devices. Beyond the normal Operating System Updates, our systems will also patch and update 3rd party programs like Adobe and Java. A system is only as protected as the weakest point and if there

are programs or applications that are not updated, these become vulnerabilities may be used to compromise the system. The key to limiting outside threats starts with keeping your systems patched and up-to-date.

### Section 3.7: Asset Lifecycle Management and Tracking

Our staff keeps an updated list of all the company owned equipment. This list includes the age of the equipment and any historical issues and repairs the equipment has had. We utilize this list to deliver the company with a predictable replacement timeline for aging equipment. This asset lifecycle minimizes outages and downtime for employees

### Section 3.8: Managed Anti-Virus / Anti-malware / DNS Systems

Our technical staff deploys antivirus systems to all Microsoft workstations, Apple workstations and servers (“devices”) that are a part of your business network. Monthly reports for all devices are provided for your review that provide detailed information including outbreaks and virus cleanups that have been performed. 24/7 monitoring, malicious file quarantine, secure web gateway to the internet, filter high risk websites

### Section 3.9: Documented and Maintained Network Diagram

As your company expands, the technology that is utilized becomes more complex. An up-to-date network diagram is used to track all network changes in your IT environment. This document is used by our internal staff as a reference and is made available to your company.

### Section 3.10: Cloud IT Helpdesk Access

Your company and staff will be granted access to our helpdesk team where you can submit tickets for technical assistance. The labor utilized to resolve the ticket is tracked to closure and reports can be provided for review.

### Section 3.11: Vendor Management

FocusConnect can work with your team to help relations with 3<sup>rd</sup> party vendors and coordination.

### Section 3.12: Network: Pro-active Firewall, WAN, LAN, Switches, Wireless Monitoring & Management

FocusConnect will support and install the network at the headquarter office. \*Additional networks may be added to the agreement. There will need to be a unification of tools to help manage the new networks. FocusConnect is unified on the Cisco Meraki network platform.

### Section 3.13: Unlimited 10x5 Help Desk Remote & Onsite Support

Unlike some helpdesk support companies, we include both remote and onsite support at a fixed-fee predictable pricing.

### Section 3.14: Monthly Account Manager Visits & Quarterly vCIO Meetings

At FocusConnect, we like to get to know our customers and how their business really works. This allows us to help guide you through business decisions affected by the limits of technology. We get to know your processes and procedures so that we can better integrate our services with the way you like your company to operate.

### Section 3.15: Onboarding Onsite Presentation and Documentation

What good is a helpdesk if your employees don't know how to use it? FocusConnect will visit with your employees and provide training on the different ways they can get support (Email, Portal, and Phone). Your account manager will take the time to make sure that everyone of your employees gets the support and training they need to feel comfortable working at your company.

### Section 3.16: Monthly Cyber Security Briefings

FocusConnect will run a cyber security awareness simulation designed to engage your users in a way that a hacker might, to help facilitate feedback educating users on common things for which to keep an eye out.

### Section 3.17: New computers: Assistance ordering, building, user orientation

FocusConnect will assist with computer ordering, building, data transition, and user enablement. These tasks are part of the support plan. The only additional cost to your organization is the cost of the hardware itself.

### Section 3.18: Anti-Ransomware tools (Compliance)

Our tools provide visualization, detection, and endpoint security to computers and servers to detect and neutralize lateral threat movement in its earliest stages, pre-attack. It leverages metadata around suspicious events, current security threat trends, and remote privileged activity to stop attacks immediately and 24/7.

### Section 3.19: Risk Assessment Tool (Compliance)

Creates an official vulnerability assessment report and score card to help grade the risk of each endpoint computer or server associated in the environment. Helps us create a remediation plan and define the role-based access controls to put into place. It also identifies risks from internal and external network scans,

assists with monitoring work from home environments, and generates the validation needed for compliancy audits.

### Complete Vendor Support Management

We will work with your software vendors to help troubleshoot issues users may be stuck on solving. We simply require your licensing or support agreements for those programs to be up to date, this way we can help you obtain the answers and needed next steps. This cuts down on the amount of time employees spend trying to fix an issue.

#### Section 4: Help Desk Response Times

##### Section 4.1: Ticket Priorities

When creating a ticket, the applicable priority is preferred to be provided within the ticket description to ensure the issue is handled accordingly and in a timely manner. If no priority is specified, the service ticket priority will automatically default to a low priority status. There are 4 different priority levels for service requests during normal business hours. Please see below chart for priority levels as well as descriptions. Please see estimated response time below.

Priority	Basic Description	Example	First Response Time
<b>Low</b>	Issue is more of an annoyance than an immediate impact on productivity	A program pop-up keeps appearing on the screen.  Password reset request (if password not compromised and employee can access application)	24 business hours
<b>Medium</b>	Issue or request is impacting an employee's job duties but a workaround is available.	Employee cannot print to their primary printer, but can print to an alternate printer.  Employee cannot use a file but is not needed for their primary job duties.	8 business hours
<b>High</b>	Issue or request is impacting an employee's job duties, a workaround is not available, but the duty is not time sensitive.	Employee cannot print to their primary printer and no alternate printer is available  Employee cannot use a file that is needed for their primary job duties.	4 business hours
<b>Critical</b>	Issue or request is preventing an employee from performing job duties and no workaround is available	Employee cannot use an application specific to their primary job duties.  Employee's computer is not booting up.  Employee cannot access their email.	2 business hours

We look forward to working with your team. If your organization would like to move forward with our services, please sign the acceptance below.

Agreed and accepted as of the date set forth above:

David Farnan  
Boulder Public Library District

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Authorized Signature

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(Date)

FocusConnect IT  
Jackie Specht - CEO

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Authorized Signature

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(Date)

Thank you for choosing FocusConnect IT.

Kind Regards,  
Jackie Specht  
CEO, Technology Solutions Architect  
FocusConnect IT  
303-618-4697 cell  
[www.focusconnect.com](http://www.focusconnect.com)



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## MEMORANDUM

TO: Boulder Public Library District

FROM: Seter & Vander Wall, P.C.; Kim J. Seter, Esq.

DATE: September 15, 2023

RE: Legal Status Report for September 19, 2023

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This is our legal status report for the September 19, 2023 Board of Trustees meeting.

### Minutes-Action Item

**Task:** Prepare meeting minutes.

**Status:** The September 12 minutes are ready for approval.

**Action:** Consider approval of the minutes **attached**.

---

### FOCUSCONNECT I.T. SUPPORT CONTRACT-Action Item

**Task:** Review and comment on legal compliance of FocusConnect IT contract.

**Status:** A copy of the redlined contract is **attached** along with an email message enquiring of IT whether provisions need to be added to account for the handicapped accessibility requirements of HB21-1110, C.R.S./ C.R.S. 24-85-101 *et seq.*

**Action:** The contract amount exceeds the Director's authority. Please consider making the following motion:

***PROPOSED MOTION:*** *I move the Board of Directors accept the proposal and contract with FocusConnect Technology Solutions for IT services and authorize its execution subject to negotiation of a final contract acceptable to President Teter, Director Farnan, IT Senior Manager Schumm and legal counsel*

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**2022 AUDIT EXEMPTION REQUEST (Action Item)**

- Task:** Address State Auditor’s Notice of Failure to File a 2022 audit.
- Status:** The county received a notice from the State Auditor’s office of failure of the Library District to file an audit for 2022. The District was not organized by the county until November 29, 2022 and did not have a governing board until May 16, 2023. It also had no mill levy or revenue in 2022.
- Rather than expending resources disputing the request, I have prepared an Audit Exemption Request noting \$0 revenues, \$0 expenditures and the non-existence of a fiscal year to audit.
- Action:** Please consider approval of Resolution No. 2023-09-01 **attached** approving filing of the audit exemption request.

**PROPOSED MOTION:** *I move the Board of Trustees adopt Resolution No. 2023-09-01 Approving an Exemption from Audit for Fiscal Year 2022 pursuant to Section 29-1-603 of the Colorado Revised Statutes.*

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**Negotiation of Intergovernmental Agreements-Report (New Information)**

- 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:** President Teter and I met with the City in their work session on the 14<sup>th</sup>. President Teter will update you on the discussion. The City Attorneys will update the draft IGA and recirculate. We anticipate having the final drafts for you by the end of September.
- Action:** No action necessary.
- 

**District Bank Account-Report (New Information)**

- Task:** Assist in opening District bank account.
- Status:** The Bank provided account numbers and ACH transfer information which has been forwarded to the County Treasurer. The Bank advised that funds could be transferred but would not be accessible until later this week.
- The Treasurer advised that some of the tax receipts are being held in check form and must be picked up. J Phares is making arrangements.

**Action:** None required.

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**FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM OPT OUT-Report (New Information)**

**Task:** Consider FAMLII participation.

**Status:** You have scheduled a hearing to consider whether to stay in, opt-out or opt-out and assistant employees who would like to enroll individually in making premium payments (particularly the “subs”).

The hearing will be noticed for October 3, 2023 at the Special Meeting.

I will provide FAMLII coverage information to the Personnel Committee to develop a recommendation.

**Action:** None required.

---

**2024 Budget, Mill Levy and Certification-Report (New Informtion)**

**Task:** Prepare, review, hold a public hearing and adopt 2024 District Budget. Discussions will include consideration of Proposition HH and Related District Revenue Reduction Legislation SB 23-303 and SB 23-108.

**Status:** The initial budget information and what to expect in the process will be shared October 3. Spreadsheets with budget information will be presented along with a discussion of Proposition HH on October 10. Budget consideration and approval will occur on October 10 and 24 or 31.

Public hearings on the budget are being scheduled and noticed for October 10 and 24.

**Action:** None.

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**Notice of Violation of 5.5 % Limitation-Report (No change)**

**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.

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### **Additional Projects Underway (All New)**

- a. Draft BVSD IGA regarding Student 1 - Student ID for Library Access (completed)
- b. Lyngsoe Contract Amendment and Assignment to District
- c. Marmot Contract Amendment and Assignment to District
- d. 3M System Procurement Agreement

### **Additional Projects Outstanding**

- a. Research City and District requirements regarding employment benefits. **Completed**
- b. Resolution regarding state Family and Medical Leave Insurance Program opt-in or opt-out. **Completed**
- 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.
- g. IGA Sub-Projects Underway
  1. Obtain and review title work on all properties to be conveyed in fee. **(moot)**
  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. **(Possibly moot)**
  6. Prepare analysis regarding transition of employee sick and vacation leave. **(Completed)**
  7. Draft proposed Civic Center License Agreement. **(1<sup>st</sup> Draft Completed)**

# 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, September 12, 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  
Sam Fuqua (via Zoom)  
Jennifer Yee (via Zoom)  
Doug Hamilton  
Sylvia Wirba  
Cara O'Brien

Also present were Kim J. Seter, Esq, Seter & Vander Wall, P.C.; David Farnan, Director of the Boulder Public Library; Jennifer Phares, Deputy Director of the Boulder Public Library; and, Kelly Hansen, Legal Assistant at Seter & Vander Wall, P.C.

Call to Order

Trustee Teter called the meeting to order at 6:03 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

None.

Consider Approval of Minutes of September 5, 2023

Following discussion, and upon motion by Trustee Wirba and seconded by Trustee Hamilton, the September 5, 2023 minutes were approved, with Trustee O'Brien abstaining.

Consider FAMLI Opt-Out Position and Schedule Hearing

Mr. Seter provided an overview of possible approaches to Colorado's Family and Medical Leave Insurance ("FAMLI"). The District may choose to opt-in, opt-out and agree to withhold funds for employees who want to participate

# RECORD OF PROCEEDINGS

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individually, or opt-out entirely. Out of the more than 70 local government entities that Mr. Seter represents, not one has opted in to the program.

FAMLI provides state-sponsored paid leave for certain qualifying events to employees who may not otherwise be eligible for such benefits through their employer. Trustee Yee expressed an interest in researching FAMLI further, particularly its impact on substitute or part-time employees who do not qualify for the full benefits package outlined in the Employee Handbook.

The Trustees agreed to table discussion of FAMLI until October 3<sup>rd</sup>, when the Staffing Subcommittee will present its recommended course of action.

## Director Update

Mr. Farnan, Trustee Yee, and Trustee Fuqua reported that the staff meeting earlier that day regarding the draft employee handbook went well. Trustee Yee stated that she is eager to see what questions come in through the anonymous staff inbox. Trustee Fuqua discussed concerns raised by a substitute employee at the meeting and expressed his intent to research substitute benefits further.

The District's benefits broker is currently shopping for healthcare packages and Mr. Farnan hopes to have healthcare plans for the Trustees to review within the next two weeks or so. Mr. Farnan is looking into level-funded insurance plans wherein the District pays a monthly fee that includes the estimated cost for claims, premiums, and administrative costs and offers the possibility of receiving money back if claims are less than expected. Mr. Farnan reported that level-funded plans are growing in popularity and essentially serve as a hybrid between self-funded plans and fully-insured plans.

IT consultant interviews are underway and Mr. Farnan hopes to have a contract for the Trustees to review within the next week or two. The IT consultants who have been interviewed appear undaunted by the proposed January 1 deadline.

The District narrowed down its search for a financial software system to two vendors. Mr. Farnan expects to select a vendor by the end of the month but warned the Trustees that implementing a new financial software system could take a few months.

# RECORD OF PROCEEDINGS

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The District was assigned an account and routing number by J.P. Morgan, but the District must first complete training and some additional paperwork with the Treasurer's office before any money can be transferred. The District's financial consultant will be assisting with the process.

The District's project manager, Leadline, will be coming to speak with the Trustees at next week's meeting to provide an update on Paylocity's implementation and the status of various other projects currently underway.

With the 2024 budget approaching, Mr. Farnan anticipates outlining expected budget items at the October 3<sup>rd</sup> Board Meeting, with a first reading to occur at the October 10<sup>th</sup> Board Meeting, and a second reading and approval to follow at either the October 24<sup>th</sup> or October 31<sup>st</sup> meeting. Trustee Teter remarked that the Trustees will be considering the impact of, and approaches to, Proposition HH at the October 10<sup>th</sup> meeting as well. Seter & Vander Wall will post notice of a budget hearing on October 10 and October 24.

Mr. Farnan reported that he and the Staffing Subcommittee will be researching the effects of the City of Boulder's newly raised minimum wage and ways to mitigate issues posed by wage compression.

Mr. Farnan is working with the County Assessor to address a concern raised by a citizen regarding District taxes to be paid on an alleged split parcel.

## Subcommittee Updates

### - Budget Subcommittee

The Budget Subcommittee agreed it would be best to wait until after the District's debt to the City is paid off to explore investment strategies further.

## Trustee Matters

Trustee Teter discussed upcoming meeting agenda items, reiterating the schedule set forth by Mr. Farnan earlier in the meeting. On September 19<sup>th</sup>, the Trustees will be speaking with the Jaipur Literature Festival's ("JLF") art team and receiving an update from the District's project manager. On September 26<sup>th</sup>, the Trustees will review and potentially approve the IT migration contract, examine the District's budget model, and discuss employee feedback on the benefits package. The FAMLI hearing will occur at the October 3<sup>rd</sup> meeting. The 2024 budget will also

# RECORD OF PROCEEDINGS

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be previewed then. At the October 10<sup>th</sup> meeting, the Trustees will discuss Proposition HH and conduct a first reading of the 2024 budget. The Trustees will review and approve the staff employment and benefits package at the October 17<sup>th</sup> regular meeting and conduct a second reading of the 2024 budget at the October 24<sup>th</sup> meeting.

Trustee Teter encouraged the Trustees to attend the Boulder Library Foundation's gala on October 26<sup>th</sup>.

## Legal Counsel Status Report

Mr. Seter reported that he is working to address contracts the City will not renew, including its contracts with the Marmot Library Network and Lyngsoe Systems. Being that Marmot Library Network is one of his clients, Mr. Seter stated that he will need the Trustees' consent to work on that contract. The Trustees agreed to allow Mr. Seter to work on the contract with Marmot.

## Executive Session

At approximately 6:58 p.m. Trustee Hamilton moved the Board of Trustees to enter into 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). Upon second by Trustee Wirba and unanimous vote, the Board entered executive session for the above-stated purposes. The Board did not take formal action nor did it adopt any policy, rule, or regulation while in executive session.

## 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 7:39 p.m.

---

Secretary for the Meeting

**From:** [Kim Seter](#)  
**To:** [Farnan, David](#)  
**Cc:** [Phares, Jennifer](#); [Elizabeth Dauer](#); [Michele Barrasso](#); [Kimberly Vernon](#); [Kelly Hansen](#); [Joni Teter](#); [Aschumm@boulderlibrary.org](#); [holmbergl@boulderlibrray.org](#)  
**Subject:** Boulder IT Contract  
**Date:** Friday, September 15, 2023 10:28:28 AM  
**Attachments:** [00688053.DOCX](#)  
[00688008.DOCX](#)

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David:

I made a lot of changes to this FocusConnect contract. There were some areas that simply didn't make sense. In any event:

1. Please see attached redline copies for consideration and comments; and
2. I will include these copies in the Legal Status report with a motion to approve subject to acceptable changes in the terms.

I have copied Aimee Schumm and Lisa Homberg on this email. It feels like we need something in Exhibit A about providing hardware and/or software that addresses the need to make webpages and user interfaces accessible to the handicapped in compliance with HB21-1110/C.R.S. 24-85-101.

Please let me know if you agree or disagree and where that would fit into the services, software and/or hardware being provided.

Let me know if you have any other comments or concerns or if you want me to deal directly with someone at FC. It is exciting to see this coming together ... in much less than a year.

*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)  
[www.svwpc.com](http://www.svwpc.com)

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FocusConnect IT  
2023 Enterprise IT Support Agreement

Boulder Public Library District (BPLD)  
1001 Arapahoe  
Boulder, CO 80302

David Farnan - Director  
Farnand@boulderlibrary.org  
(720) 335-1900 t.

This Network Maintenance Agreement ("Agreement") is made and entered into on this 20th day of September 2023 ("Effective Date") by and between FocusConnect ("FC"), an S Corp with offices located at 5155 Clarkson St. Denver, Colorado 80216 and Boulder Public Library District ("Customer"), an institution with offices at 1001 Arapahoe Boulder, CO 80302

The contract is for a 3-year term. Pricing structures referenced in section Exhibit A - FocusConnect Enterprise Proposal refer to document titled: 9.14.23 BPLD - Cost Proposal

**WHEREAS**

FC desires to provide Customer with, and Customer desires to receive, Enterprise services as provided herein;

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants as provided herein, the parties agree as follows:

**1. SERVICES.** Subject to the terms and conditions of this Agreement, during the term of this Agreement: Customer will be entitled to FocusConnect IT Enterprise services, as provided herein;

**a. Enterprise.** FC will provide to Customer the services described in Exhibit A and as modified by any related Service Change Forms (the "Enterprise Agreement").

**2. TERM.** The term of this Agreement will commence on the Effective Date and continue for an initial term ("Term") ending on 9/20/2026 ~~from the Effective Date subject only to annual appropriation of funds by Customer.~~

~~2.a.~~ **Automatic Renewal.** At the expiration of this initial term, ~~if completed,~~ this Agreement will be renewed automatically for another (3)

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~~year term. Customer's acceptance is made if the contract unless Customer provides at least is not terminated~~ sixty (60) days notice of non-renewal prior to the end of the term ~~or fails at any time to appropriate annual funding~~. If the Customer requests non-renewal, that the Agreement is not renewed and the Agreement is not to be terminated, the ~~e~~Customer will be put on a month-to-month contract at a twenty-percent increase in monthly fees.

~~a.b.~~ **Effect of Termination.** In the event of ~~the termination pursuant to paragraphs 13 or 14, or and abandonment failure of Customer to annually appropriate funds by December 20 of each year~~ hereof, the Customer will be liable for ~~seventy-five percent of the remaining Term of the Agreement and~~ one-hundred percent of any equipment or software lease where FC has purchased the equipment on behalf of the Customer. If there is any equipment or software leased on behalf of the Customer, it will be noted in Exhibit A as "Leased". ~~The~~ Customer must provide thirty days' notice of termination ~~request~~ in writing to terminate the agreement. ~~If the Customer is month to month and has completed their annual Term, then~~ thirty days' notice in writing will terminate the Agreement within thirty days of the written notice if Customer is on a month to month contract.

3. **SERVICE CHANGES.** Customer and FC may, from time to time after the Effective Date hereof, execute one or more modifications of this Agreement to change the services that FC will provide to Customer. Service changes may be requested by written communication via the FC ticket system for archival purposes and must be acknowledged by FC via the same system. Service changes will be reflected in the next monthly statement. See Section 5.c for payment disputes.
4. **SCOPE OF WORK.** Exhibit A sets forth the scope of Network Maintenance Services to be provided by FC and/or its designated subcontractors. It is incorporated herein by reference. Any service requested or approved by Customer that are not designated ~~as covered~~ in Exhibit A is additional work and will be billed at the Hourly Rate set forth in Exhibit A in addition to the monthly fee. The references to items not covered or excluded on Exhibit A are meant as examples and the list is not exclusive.
5. **FEES AND BILLING.** Customer will pay FC all fees and charges set forth in Exhibit A for the Network Maintenance Services provided ~~hereunder~~. Currently the services provided hereunder are not subject to any federal, state municipal or other sales and use taxation or any other taxes levied upon the actual provision of services. If it is ever determined that the services provided hereunder are subject to such taxes, then Customer will be responsible for such taxes and will reimburse FC for ~~any and all~~ actual payments made regarding services provided to Customer pursuant to this Agreement.

**a. Installation Fees.** Customer will pay all installation fees and ~~non~~-recurring costs (NRC) identified in Exhibit A ~~prior to within seven (7) days prior of the Effective Date and prior to~~ setup of any Equipment. The installation fees and NRC are identified in Exhibit A as:

**Commented [KS1]:** Please identify the charts or item entries in Exhibit A that are being referenced here. It looked to me like you want these paid in advance. If not, please change accordingly, but, still identify them.

Thanks.

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~~a.~~ Customer shall pay all installation fees ~~(as previously agreed to by the parties)~~ identified in any Service Change Form within 15 days of upon receipt of the ~~date of Service Change Form~~ invoice ~~thereof or as otherwise agreed to in writing in the Service Change Form.~~

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**b. Billing and Payment Terms.** FC will bill Customer monthly, in advance, for fees ~~then due and/or owing for the provision of~~ all services and related charges, anticipated to be incurred in the succeeding month. ~~and payment of such fees and charges will be~~ due within thirty (30) days of the ~~posted~~ date of each FC invoice ~~and before the first of the month for the services being performed.~~ Partial months will be prorated. ~~If the event that~~ Customer fails to pay the fees invoiced within seven (7) days after such payment is due, then the Customer shall pay FC a late charge of three percent (3%) of the unpaid balance. If the Customer fails to pay the fees invoiced within fifteen (15) days after such payment is due, ~~then the~~ Customer shall pay FC a late charge of eight percent (8%) of the unpaid balance. ~~If after thirty days (30) days after such payment is due, the~~ Customer fails to pay for the services within 30 days of the due date, FC may ~~exercise the right to do one or all of the following:~~

- ~~i.~~ Refuse to provide technical service and solutions on the 31<sup>st</sup> day until payment has been received; and applied toward the following month of service.
- ~~ii.~~ Suspend or terminate this agreement indefinitely with compensation for one hundred percent of the contract value remaining and leased equipment.
- ~~iii.~~ The right to auction equipment to recuperate lost costs and bill customer for remaining amount.
- ~~iv.~~ Terminate this Agreement and pursue all remedies lawfully available. Send amount to collections and reporting bureaus after a formal written notice to Customer point of contact.

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**c. Payment Disputes.** If Customer, in good faith, disputes any of the amounts on an invoice, Customer will nonetheless, within thirty (30) days of the date of the invoice ~~and prior to the first of the month for the services performed~~, pay all amounts not in dispute and provide FC with written notice of the billing dispute together with documentation to substantiate the disputed charges. If Customer fails to provide FC with the required written notice or if Customer's account excluding the disputed amount is delinquent, Customer's right to a billing adjustment will be waived. Following FC's receipt of Customer's written notice pursuant to this subparagraph, the Parties will cooperate in good faith to informally resolve the billing dispute.

**6. PRIVACY.** FC will only access and disclose information as necessary or appropriate to cooperate with law enforcement or other legal authorities, comply with applicable laws, regulations and government orders or requests, or in legal or administrative proceedings where such information is required by Court order. FC will consult with Customer prior to any disclosure of information that it deems necessary to cooperate with law enforcement or other legal authorities. All legal and other direct expenses FC incurs as a result of a court order pursuant to a civil or criminal investigation of the Company shall be itemized and billed to the Customer.

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~~6.~~ FC will not disclose, for its own purposes or for or on behalf of Customer, any record or other information that identifies any person as having requested or obtained materials or services or as otherwise having used a library. Disclosure of information is a violation of the library Privacy of User Records statute, Section 24-90-119, C.R.S.

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**7. CONFIDENTIAL INFORMATION.** Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party's business, pricing or fees, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary and subject to the confidentiality provision hereof), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. This agreement for non-disclosure of confidential information will remain in effect for two years after termination of this agreement.

**8. REPRESENTATIONS AND WARRANTIES**

**a. Warranties by Customer**

- i. Customer Content.** You represent and warrant to FC that your content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your server content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your server account. You also represent and warrant the server content being hosted by FC shall not be used in connection with any illegal activity.
- ii. Customer's Business.** Customer represents and warrants that Customer's services, products, materials, data, information and Customer Equipment used by Customer in connection with this Agreement as well as Customer's and its permitted clients and users' use of the Network Maintenance Services (collectively, "Customer's Business") does not as of the Effective Date, and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation.

**b. Warranties and Disclaimers by FC**

- i. Service Level Warranty.** FC's warranty for providing Network Maintenance Services to Customer is set forth in Exhibit A. The warranty in Exhibit A does not apply to any Network Maintenance Services that expressly exclude such warranty which includes anything that is leased.

Exhibit A sets forth Customer's sole and exclusive remedy for any failure by FC to provide Network Maintenance Services.

- ii. **Actions of Third Party.** Without limiting the foregoing disclaimer, Customer specifically acknowledges that FC's Network Maintenance Services, beyond its office premises, are provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which FC's customers' connections to telecommunication networks (or portions thereof) may be impaired or disrupted. Although FC will use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events, FC cannot guarantee that they will not occur. Accordingly, so long as FC acts in a commercially reasonable manner, as described above, and does not act in a grossly negligent manner, FC will have no liability whatsoever resulting from or related to such events.

**9. LIMITATION OF LIABILITY.**

- a. **Personal Injury.** Each Customer Representative, Agent, client, vendor or any other person in any way associated with Customer visiting FC corporate offices does so at its own risk and FC will have no liability whatsoever for any harm to such persons resulting from any cause other than by FC's gross negligence or willful misconduct resulting in personal injury to such persons during such a visit. Any FC Agent, client, vendor or any other person in any way associated with FC visiting the Customer's facilities does so at its own risk and Customer will not have liability whatsoever for any harm to such persons resulting from any cause other than by Customer's gross negligence or willful misconduct resulting in personal injury to such personal during such a visit.
- b. **Damage to Customer Business.** Except for each party's indemnification obligations, each party's liability to the other party and its affiliates for all claims arising out of the agreement, whether in contract, tort or otherwise, will not exceed the amount paid by FocusConnect to Customer during the six months prior to when the liability arises. Notwithstanding the foregoing, FocusConnect's Liability to the Customer for data breach will not exceed an amount equal to the subscription fee amount paid by Customer to FocusConnect during the six months prior to when the liability arises. In no event will either party be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages of any kind, including but not limited to lost revenues, profits, or goodwill, for any matter arising out of or in connection with the performance or nonperformance of the agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if a party has been advised of the possibility of such damages.
- c. **Basis of the Bargain; Failure of Essential Purpose.** Customer acknowledges that FC has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and limitations on damages set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and

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exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

~~10. COMPLETE AGREEMENT. This is the complete agreement between the parties. All prior discussions and representations are deemed to be incorporated in this agreement and its exhibits and no oral representations are admissible to amend or change this agreement except as required by Colorado law.~~

Commented [KS2]: See, 13.k

~~11.10. NO ORAL AMENDMENTS.~~ This agreement, including the scope of services, may be modified only in a writing signed by both parties.

~~12. INVALIDITY OF A PROVISION. The invalidity of any provision or portion thereof shall not invalidate the remainder of this agreement.~~

Commented [KS3]: See, 13.d. below.

~~13.11. TERMINATION FOR CAUSE.~~ If either party breaches any provision of this agreement as defined within the SLA in exhibit A and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt. This termination shall exclude any leased equipment or services from FC.

~~14.12. TERMINATION ON INSOLVENCY.~~ Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production.

~~15.13. OTHER PROVISIONS.~~

- a. **Non-Assignment.** Neither party shall be permitted to assign this agreement in whole or in part without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment in violation of the foregoing restriction will be null and void; provided however that either party may assign this Agreement to the purchaser of all or substantially all of the assets of party. Except as restricted above, this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- b. **Independent Contractors.** The parties will have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or in a joint venture.
- c. **Non-Waiver.** Failure of either party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights.
- d. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future laws, such item will be struck from the Agreement; however, such invalidity or enforceability will not affect the

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remaining provisions or conditions of this Agreement ~~to the extent they can be. The parties will remain legally bound by the remaining terms of this Agreement, and will strive to~~ reformed, reinterpreted or amended ~~the Agreement~~ in a manner consistent with the original intent of the parties.

- e. **Force Majeure Events.** Either party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control. Force Majeure Events means any failure of performance due to causes beyond FC's reasonable control, including but not limited to labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, acts of terror, military or usurped power, sabotage, governmental regulation or controls, fires, power fluctuations or outages, telecommunication fluctuations, telecommunication outages, telecommunication delays, failure or degradation in telecommunications services, hostile attacks, public network or Internet congestion, mechanical defects, or other casualty, hurricanes, tornadoes or like adverse weather of unusual amount, intensity or duration, or acts of God.
- f. **Governing Law; Jurisdiction.** This Agreement will be interpreted and enforced according to the laws of the State of Colorado. FC and Customer hereby consent and submit to the personal jurisdiction of the state and federal courts of the State of Colorado. Any controversy or claim involving less than one hundred thousand dollars (\$100,000) arising out of or relating to this Agreement and involving or the breach thereof, shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The party found by arbitration to be in breach of this Agreement will be required to pay all other parties' attorney's fees, costs and expenses incurred in connection with such an arbitration, in addition to any other relief ordered by the arbitration panel.
- g. **Sole Contact Point.** The Parties hereby agree that the signatory below is the sole contact point empowered to represent and bind its respective Party concerning the implementation of this Agreement; however, FC's receipt of an order, invoice or contract for services, on Customer's stationary or business form, signed by an employee or representative of the Customer shall be deemed an authorized order for services from the Customer. If Customer is anything other than an individual or sole proprietorship, the individual signing on behalf of the Customer represents and warrants to FC that he or she is authorized to bind the Customer to this Agreement and has full authority to execute this Agreement on behalf of the Customer.
- h. **Non-Solicitation.** During the term of this agreement and for two years after any termination of this agreement.
  - i. The Customer will not directly or indirectly, on their own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce and officer, director, or employee to leave FC.

- ii. The Customer will not directly or indirectly, on their own behalf or in the service or on behalf of others, in any capacity solicit the business of any customer, or consultant, of FC.
- i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, including facsimile counterparts, each of which shall be deemed an original.
- j. **Taxes.** The Customer agrees to honor all taxes, surcharges, and any and all governmentally assessed fees and (related penalties and interest) applicable to the services and hardware provided. However, Customer is a tax exempt government entity. Customer will provide FC with its tax exempt ID number and will not pay or reimburse taxes that could have been avoided by use of Customer's tax exemption.
- k. **Integration.** This Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral with respect to the subject matter hereof. No modification of this Agreement will be binding upon the parties hereto, unless evidenced by a writing duly signed by authorized representatives of the respective parties hereto.
- l. **Exhibits Incorporated.** All Exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.
- m. **Notices.** All notices or other instruments or communications provided for under this Agreement will be in writing, signed by the party giving the same, and will be deemed properly given and received (i) on the next business day after deposit for overnight delivery by an overnight courier service such as Federal Express or (ii) three (3) business days after mailing, by registered or certified mail, return receipt requested or (iii) on the next business day after posting to recipients' E-mail address. All such notices or other instruments will be furnished with delivery or postage charges prepaid addressed to the party at the address set forth below or such other address as such party may designate by notice to the other party.

**16.14. ACCEPTABLE USE POLICY.** The Customer agrees to follow our Acceptable Use Policy which can be found here: <http://www.focusconnect.com/terms-of-use>. FC reserves the right to change these policies at any time. The Customer is responsible for regularly reviewing the Acceptable Use Policy. Continued use of the Network Maintenance Services following any such changes shall constitute the Customer's acceptance of such changes.

#### **Exhibit A: FocusConnect IT Enterprise Agreement**

Please see document titled 9.14.23 BPLD - Cost Proposal for pricing structures.

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FocusConnect looks forward to working with your team. If your organization would like to move forward with our services, please sign the acceptance below.

David Farnan - Director  
Boulder Public Library District (BPLD)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

FocusConnect IT  
Jackie Specht - CEO

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

Thank you for choosing FocusConnect IT.

Kind Regards,  
Jackie Specht  
CEO, Technology Solutions Architect

FocusConnect IT  
303-618-4697 cell  
[www.focusconnect.com](http://www.focusconnect.com)



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Prepared for:

David Farnan  
Director

Farnand@boulderlibrary.org  
Boulder Public Library District  
1001 Arapahoe  
Boulder, CO 80302

Delivered:

September 14<sup>th</sup>, 2023

FocusConnect  
5155 Clarkson St.  
Denver, CO 80216  
[www.focusconnect.com](http://www.focusconnect.com)

Jacqueline Specht  
[jacqueline.specht@focusconnect.com](mailto:jacqueline.specht@focusconnect.com)  
303-618-4697 cell



## Section 1: Cloud-managed IT Introduction

Hello David,

Thank you for the opportunity to present our service offering to your team.

Over time, IT technology needs have become more complex and require more time to manage. Sometimes processes can also be constrained by resources, personnel, and budget. These factors can leave a business vulnerable to potentially devastating outages, security breaches, or even ransomware attacks. By choosing to work with FocusConnect, your team will benefit from having a technology partnership able to leverage the strengths of our team and strategic technology partnerships working alongside our company. The result will be an improved technology experience, better leadership and guidance for the future, and more accountability.

Below are areas where FocusConnect can address your IT requirements:

1. Design, build, migrate data, protect and support a new Azure cloud architecture meeting BPLD needs.
2. Design, build, install and support the proposed 6 network architecture flexible with current and future ISP plans.
3. Become a trusted resource for assistance in contract procurement to ensure edu pricing / best pricing for all hardware and software vendors proposed in the RFP.
4. Assume an activate role in managing vendors and tracking tickets and support related requests for those vendors.
5. Maintain a high level of security to minimize staging of possible security threats using a combination of tools.
6. Create a standard and scalable process as the foundation for the future growth of BPLD.
7. Provide pro-active 24/7 SOC to stay ahead of critical security concerns and cloud vulnerabilities.
8. Collaborate on future roadmap planning.

FocusConnect has the solution: Cloud-managed IT provides enterprise-grade care and management of your IT environment, giving your business a competitive edge, by leveraging the cost-efficiencies of the cloud. With cloud-managed IT, your team can reduce the complexity of managing additional internal overhead, leverage our highly skilled team, and reduce internal resource constraints within your organization.

By employing the right blend of people, processes, and tools offered by properly executed cloud-managed IT services, your business can take full advantage of powerful new technologies while staying focused on the core of business. This document

describes the monthly costs associated with the proposed FocusConnect cloud-managed IT solution.

## Section 2: Managed Services, Hardware, Projects, and Software

### Section 2.1: Managed Services Proposal

The charts below outline all items requested in the RFP, separated by category.

The first table outlines monthly IT Support Plan after the implementation phase of RFP is complete. The IT Support Plan is for a 3-year term at \$30,011 monthly which includes dedicated staff (in your area) to service needs and collaborate with our team.

			Enterprise
	Description	Quantity	Includes
1	Complete & Direct Support for 191 computers	191	<b>\$23,875</b>
2	User tools: Computer security and email security programs	Yes	✓
3	Authentication tools	Yes	✓
4	O365 Email Management	Yes	✓
7	Anti-ransomware Detection and Prevention for computers and servers	201	<b>\$1,608</b>
8	Operating System Patches, Updates, & 3rd Party applications	Yes	✓
9	Risk Assessment Reporting	191	<b>\$573</b>
10	Managed Anti-virus, Anti-malware, DNS, Anti-ransomware Systems	Yes	✓
11	Documented Network Diagram	Yes	✓
12	Cloud IT Ticket Access	Yes	✓
13	Telecommunication Audit and Vendor Management	Yes	✓
14	Network Equipment: Firewall, WAN, LAN, Switches, Wireless, Monitoring & Management	Yes	✓
15	Unlimited Help Desk Remote Support & Onsite Support for Denver office	Yes	✓
16	Monthly Account Manager Visits   Quarterly vCIO Meetings	Yes	✓
17	Onboarding On-site Presentation and Documentation	Yes	✓
18	Monthly Cyber Security training to protect your employees	191	<b>\$955</b>
19	Server Management	1	<b>\$3,000</b>
20	BCDR for (see Azure pricing chart for estimation)	Yes	✓
21	Compliance Management Package (see pricing table further below)	No	✓
22	Annual PENN Test (see pricing table further below)	No	✓
23	New computers: Assistance ordering, setting up, and delivering	Yes	✓
24	Monthly Recurring Total		<b>\$30,011</b>

Users and Equipment	
Number of Computers	191
Number of Servers	7

Number of Managed Firewalls	6
Managed Switches	24
Number of Workstations	191
Wireless Access Points	55

FocusConnect will require an annual penetration test estimated at \$6000 to be performed by a 3<sup>rd</sup> party to attest to the safety and security of the environment.

### Annual Penetration Test

Description	Quantity	Includes
Annual Penetration Test (*required once per year)	1	\$6,000

The next section below outlines the cost for the server hosting and BCDR in the Azure cloud.

#### **Azure cloud, Azure VPN, Acronis BCDR pricing:**

The next table outlines the cost for the monthly hosting within the Azure cloud, and the monthly BCDR costs. For safety and security, we use a 3<sup>rd</sup> party BCDR tool in case Microsoft undergoes a security threat situation. The entire environment can run safely and effectively in the virtualized BCDR environment.

The table on the next page outlines those monthly costs. The cost for the VPN Gateway fluctuates slightly monthly based on amount of data transfer.

Azure Cloud:	Qty	Total
AD Domain Controllers / 4 core 16GB RAM, 150GB storage	2	\$507.38
App Server / 2core 8GB RAM, 256 GB	1	\$245.68
SQL server / 4 core, 16 GB, 250 GB Storage	1	\$256.69
File Server / 4 core, 18GB Ram, 6 TB Storage	1	\$1,014.64
VisicountSRV: 2 CPU, 8 GB Ram, 100 GB C: 40 D: 80 E	1	\$245.68
Print server / 4core, 8GB RAM, 256 GB	1	\$216.36
Acronis Cloud back up (encrypted and BCDR virtualized)	1	\$1,200.00
		<b>\$3,686.43</b>

Base VPN Gateway includes 1GB (monthly)

**\$400**

Fluctuates \$74 per TB for data transfer Azure VPN (monthly)

The next section outlines the cost for computer procurement.

\*Laptop count is increased to 75 units.

Computer hardware:	Qty	Price per unit	Total
Laptops / Latitude 3540 - I7/ 16GB/ 256SSD / 15" / 3yr warranty	75	\$976.75	\$73,256.25
Desktops / Optiplex - I7/ 16GB/ 256SSD / 15" / 3yr warranty	121	\$914.77	\$110,687.17
24" monitors	121	\$91.95	\$11,125.95
Computer set up and imaging	191	\$150	\$28,650.00
<b>TOTAL</b>			<b>\$223,719.37</b>

The next section outlines the cost for the network equipment at \$514,515.30.

(After the initial purchase, the software licensing agreement for the network equipment will be up for renewal again in the year 2026. The cost for renewal at that moment in time will be \$146,060.06.)

Network equipment:	Qty	Price per unit	Total
Meraki MX250 Router/Security Appliance	3	13,124.11	\$39,372.33
Meraki MX105 Router/Security Appliance	3	8865.73	\$26,597.19
Meraki MS250-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	24	13,804.27	\$331,302.48
Meraki MR36 Wi-Fi 6 Indoor AP	55	946.31	\$52,047.05
SPF modules	10	300	\$3,000.00
WAP installs	55	150	\$8,250.00
Meraki MX250 Advanced Security License and Support, 3YR	3	22,078.00	\$66,234.00

Meraki MX105 Advanced Security License and Support, 3YR	3	16,556.75	\$49,670.25
Meraki MS250-48FP Enterprise License and Support, 3YR	24	1,743.08	\$41,833.92
Meraki MR Enterprise License, 3YR	55	451.58	\$24,836.90

<b>Total</b>			<b>\$643,144.12</b>
			<b>\$514,515.30</b>

Every 3 years, license agreements must be renewed for equipment.			<b>\$182,575.07</b>
			<b>\$146,060.06</b>

The last section below includes one-time project costs of \$152,010.

<b>Additional project costs:</b>			
Network Design, Configuration, Implementation, Data Migration, Project Management			\$139,010
Staff Training			\$7,500.00
Equipment placements and set up team			\$3,000.00
Assisting telecom provider with integration			\$1,500.00
Power BI data migration and gateway set up			\$1,000.00
<b>Total</b>			<b>\$152,010</b>

Patch panels:

An additional fee for toning and labelling patch panels may apply if parent IT is not able to provide patch panel diagrams and labeling conventions before removing their equipment.

Software procurement:

FocusConnect will work with BPLD to procure contracts with favorable pricing for all 3<sup>rd</sup> party needed applications mentioned in the RFP.

**Section 2.2: Hardware & Software Support**

This section covers items included in the contract, terms for fleet replacement, computer orders, turnaround time for new computer deployment, and exclusions from the contract which are typically considered “projects” and provided examples.

Count of endpoints:

The chart above outlines support for the pre-designated number of computers / employees listed above. The contract will be adjusted over time if the support count above has changed. If support tickets are submitted for new / additional computers which are not already included in the plan above, those computers will be evaluated to make sure they are meeting the minimum specification for fleet deployment and the endpoint is added to the count.

Procurement of computers / fleet replacement:

- Computers on the support plan must meet these specifications, or there is a timeline for replacement of these computers identified together. The computers must be: running Windows Pro (not Windows Home Edition), i5 or later processor, 16GB, computer must have a warranty. If our organization spends over an hour troubleshooting computers that do not meet this specification, or the computer is suffering severe performance issues, we will notify you to purchase / issue a replacement computer and schedule with the user. If asked to provide continued support to computers that do not meet minimum specifications, FocusConnect will apply hourly charges to the work performed on the failing computers / aged computers. It is important to work together to help identify aged computers in your fleet and plan for regular issuance of computers up to specifications.
- All computers ordered must ship to our mailroom below. For the best experience ordering, receiving warranties, and pricing per the spec above, we will purchase the computers from the manufacturer, or a local provider to find products meeting specifications for the support agreement.  
FocusConnect 3845 Tennyson St. ATTN: Jacqueline Specht (Suite 142) Denver, CO 80212 By shipping them to us, we can speed up the deployment process.
- Computer set up turnaround time is 2-4 business days.
- Our agreement includes help with 3 brand new computer builds per quarter. If you need more assistance with additional machines within the quarter period, assistance with that additional computer set up may be billed hourly and will be scheduled at availability.
- Clients who need large fleet replacements (more than 3 new computer builds per quarter) must schedule with us those replacements and place bulk orders for the new computer hardware. These are considered “projects”. Depending on the size of the fleet replacement, we may need to bring in additional resources and may bill additional if the fleet replacement is resource intensive because it is a large fleet.
- Clients will be charged for new computers / new hardware / new software needed, when necessary. Computer ordering, installing software, moving files, and user enablement is part of the offered service. FocusConnect will deliver these units pre-configured and work with the users onsite to ensure all data is

transferred and the new computer user is comfortable and able to access everything.

- Spare computers – Each client under contract is required to have at least one spare computer on hand with FocusConnect that is brand new or refurbished meeting the specifications.

#### 3<sup>rd</sup> party vendor support:

- Clients must continue paying for existing licensing and support agreement contracts for existing software applications.
- Clients must have in place printer support contracts with 3<sup>rd</sup> party printer providers. FocusConnect will work with those providers to ensure network integration questions are answered. Users must submit tickets with those providers for printer driver installations directly, or to learn more about the printer features. Printer hardware repairs must be scheduled with those providers.

#### Compliance requirements:

- FocusConnect requires compliance focused industries to run our minimum required tools for Cyber Security Protection. These will be mandatory and included in the contract rate.
- If you are required to maintain compliance documentation, you must notify FocusConnect of the specific framework. Compliance framework documentation and management is not included in the pricing table above, however it is a service we offer upon request for an additional monthly fee. (SOC1, SOC2, ISO, HIPAA, PCI)
- Policies and Procedures must be following for 3<sup>rd</sup> party consultants and auditors performing work inside a network we are protecting. FocusConnect may require each user to have access temporarily to a “company” issued computer covered with our protective tools installed and tools to help verify the identity of people accessing company resources.
- Your organization is required to disclose to FocusConnect upfront if you have experienced a data breach in the past and provide as much detail as possible.

Projects / Exclusions: Any items not included in the pricing chart are considered exclusions to the contract. This section outlines examples of items that may be considered “projects” or contract exclusions.

- FocusConnect is not a software developer. We recommend clients have qualified people to support custom projects, software coding, database programming, or website developer needs. We are happy to answer questions that those organization might have if it related to email inboxes supporting the websites. If FocusConnect is being asked to support VMs servers or other environments, this will need to be spec’d and included in the pricing table.
- FocusConnect is not a SQL developer/Power BI developer. We do have relationships with reliable contractors and can make introductions if such services are needed.

- Network equipment installations are considered “projects” and may be billed as such.
- Email migration is considered a project and additional time will be billed for this service.
- Server migrations and data migrations will be billed as projects.
- Assistance with phone systems including set up, delivery, or configuration changes will be considered quoted projects. Support agreements with those providers must be in place.
- Ransomware recovery events (or other like data breaches) are not included in the contract and will be quoted as a project.
- Low voltage wiring or related installation projects
- Compliancy framework documentation and management is not included in the pricing table above, however it is a service we offer upon request for an additional monthly fee. (SOC1, SOC2, ISO, HIPAA, PCI)

#### Inflationary increases:

Reasonable periodical inflationary increases may apply over the years at a rate of 10% to accommodate for changes in the marketplace and rising costs in technology tools.

Customer will be provided 30 days written notice of inflationary increases and given 30 days to terminate the Agreement.

#### Business Hours:

M-F / 9:00 a.m. – 5:00 p.m. (remote and onsite support)

Sat / 12 p.m. – 5:00 p.m. (remote only support)

Closed on Sundays

Closed for Holidays

To submit a ticket:

Fastest way to get a response is email: [support@focusconnect.com](mailto:support@focusconnect.com)

If you would like to submit a ticket by phone: 888-507-5725 option 2, 1

#### Scheduling onsite visits:

Onsite visits will be scheduled during our regular business hours M-F 9am-5pm. A trip fee of \$100 may be assessed for travel, parking, and other items needed. The amount of time spent onsite is already included in the monthly support chart above.

### Section 2.3: Future Projects Proposal

All items are currently quoted in pricing charts above.



## Section 3: FocusConnect Enterprise Overview

FocusConnect will maintain all services listed in this overview.

### Section 3.1: Complete & Direct Support for Employees and Computers

All employees have direct access to FocusConnect to open tickets and get support. This direct communication allows FocusConnect to quickly attend to your employees and deliver support quickly under our SLA guidelines. This direct access promotes a healthy IT environment where employees have the support they require, and the company has a fix-fee billing that is predictable month-month.

### Section 3.2: Computer Tools for remote access, security, and email security

The FocusConnect agents are deployed on all supported devices (Workstations, Servers, and Networking Hardware). We monitor device resources that include CPU usage, memory usage, disk usage, and error logs. All of this monitored data is collected and stored for review by FocusConnect technical staff and is used to quickly diagnose device issues when something isn't working correct on the customer's network. We also implement additional email security tools for each user.

### Section 3.3: Authentication

FocusConnect uses a few different tools to manage authentication and identities of devices. It ensures passwords are not compromised, and people pretending to be employees cannot access company resources. It also verifies and approves only authorized contractors to access certain resources dictated by your organization. Microsoft AD will be used to control access.

### Section 3.4: O365 Email management

FocusConnect will provide email management and support to employees including creating accounts, changing passwords, forwarding email, and deleting users.

### Section 3.5: Back Ups for cloud tools

FocusConnect can provide continuous backups for Sharepoint, O365, and Gmail. Email retention and compliancy policies will also be set for the organization.

### Section 3.6: Operating System Patches, Updates, & 3rd Party applications Updates

FocusConnect provides updates to all devices. Beyond the normal Operating System Updates, our systems will also patch and update 3rd party programs like Adobe and Java. A system is only as protected as the weakest point and if there

are programs or applications that are not updated, these become vulnerabilities may be used to compromise the system. The key to limiting outside threats starts with keeping your systems patched and up-to-date.

### Section 3.7: Asset Lifecycle Management and Tracking

Our staff keeps an updated list of all the company owned equipment. This list includes the age of the equipment and any historical issues and repairs the equipment has had. We utilize this list to deliver the company with a predictable replacement timeline for aging equipment. This asset lifecycle minimizes outages and downtime for employees

### Section 3.8: Managed Anti-Virus / Anti-malware / DNS Systems

Our technical staff deploys antivirus systems to all Microsoft workstations, Apple workstations and servers (“devices”) that are a part of your business network. Monthly reports for all devices are provided for your review that provide detailed information including outbreaks and virus cleanups that have been performed. 24/7 monitoring, malicious file quarantine, secure web gateway to the internet, filter high risk websites

### Section 3.9: Documented and Maintained Network Diagram

As your company expands, the technology that is utilized becomes more complex. An up-to-date network diagram is used to track all network changes in your IT environment. This document is used by our internal staff as a reference and is made available to your company.

### Section 3.10: Cloud IT Helpdesk Access

Your company and staff will be granted access to our helpdesk team where you can submit tickets for technical assistance. The labor utilized to resolve the ticket is tracked to closure and reports can be provided for review.

### Section 3.11: Vendor Management

FocusConnect can work with your team to help relations with 3<sup>rd</sup> party vendors and coordination.

### Section 3.12: Network: Pro-active Firewall, WAN, LAN, Switches, Wireless Monitoring & Management

FocusConnect will support and install the network at the headquarter office. \*Additional networks may be added to the agreement. There will need to be a unification of tools to help manage the new networks. FocusConnect is unified on the Cisco Meraki network platform.

### Section 3.13: Unlimited 10x5 Help Desk Remote & Onsite Support

Unlike some helpdesk support companies, we include both remote and onsite support at a fixed-fee predictable pricing.

### Section 3.14: Monthly Account Manager Visits & Quarterly vCIO Meetings

At FocusConnect, we like to get to know our customers and how their business really works. This allows us to help guide you through business decisions affected by the limits of technology. We get to know your processes and procedures so that we can better integrate our services with the way you like your company to operate.

### Section 3.15: Onboarding Onsite Presentation and Documentation

What good is a helpdesk if your employees don't know how to use it? FocusConnect will visit with your employees and provide training on the different ways they can get support (Email, Portal, and Phone). Your account manager will take the time to make sure that everyone of your employees gets the support and training they need to feel comfortable working at your company.

### Section 3.16: Monthly Cyber Security Briefings

FocusConnect will run a cyber security awareness simulation designed to engage your users in a way that a hacker might, to help facilitate feedback educating users on common things for which to keep an eye out.

### Section 3.17: New computers: Assistance ordering, building, user orientation

FocusConnect will assist with computer ordering, building, data transition, and user enablement. These tasks are part of the support plan. The only additional cost to your organization is the cost of the hardware itself.

### Section 3.18: Anti-Ransomware tools (Compliance)

Our tools provide visualization, detection, and endpoint security to computers and servers to detect and neutralize lateral threat movement in its earliest stages, pre-attack. It leverages metadata around suspicious events, current security threat trends, and remote privileged activity to stop attacks immediately and 24/7.

### Section 3.19: Risk Assessment Tool (Compliance)

Creates an official vulnerability assessment report and score card to help grade the risk of each endpoint computer or server associated in the environment. Helps us create a remediation plan and define the role-based access controls to put into place. It also identifies risks from internal and external network scans,

assists with monitoring work from home environments, and generates the validation needed for compliancy audits.

### Complete Vendor Support Management

We will work with your software vendors to help troubleshoot issues users may be stuck on solving. We simply require your licensing or support agreements for those programs to be up to date, this way we can help you obtain the answers and needed next steps. This cuts down on the amount of time employees spend trying to fix an issue.

#### Section 4: Help Desk Response Times

##### Section 4.1: Ticket Priorities

When creating a ticket, the applicable priority is preferred to be provided within the ticket description to ensure the issue is handled accordingly and in a timely manner. If no priority is specified, the service ticket priority will automatically default to a low priority status. There are 4 different priority levels for service requests during normal business hours. Please see below chart for priority levels as well as descriptions. Please see estimated response time below.

Priority	Basic Description	Example	First Response Time
<b>Low</b>	Issue is more of an annoyance than an immediate impact on productivity	A program pop-up keeps appearing on the screen.  Password reset request (if password not compromised and employee can access application)	24 business hours
<b>Medium</b>	Issue or request is impacting an employee's job duties but a workaround is available.	Employee cannot print to their primary printer, but can print to an alternate printer.  Employee cannot use a file but is not needed for their primary job duties.	8 business hours
<b>High</b>	Issue or request is impacting an employee's job duties, a workaround is not available, but the duty is not time sensitive.	Employee cannot print to their primary printer and no alternate printer is available  Employee cannot use a file that is needed for their primary job duties.	4 business hours
<b>Critical</b>	Issue or request is preventing an employee from performing job duties and no workaround is available	Employee cannot use an application specific to their primary job duties.  Employee's computer is not booting up.  Employee cannot access their email.	2 business hours

We look forward to working with your team. If your organization would like to move forward with our services, please sign the acceptance below.

Agreed and accepted as of the date set forth above:

David Farnan  
Boulder Public Library District

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

FocusConnect IT  
Jackie Specht - CEO

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date)

Thank you for choosing FocusConnect IT.

Kind Regards,  
Jackie Specht  
CEO, Technology Solutions Architect  
FocusConnect IT  
303-618-4697 cell  
[www.focusconnect.com](http://www.focusconnect.com)



September 20, 2023

Crystal Dorsey, CPA  
Local Government Audit Manager  
Office of the State Auditor  
1525 Sherman Street, 7<sup>th</sup> Floor  
Denver, Colorado 80203-1700

Re: Your Reference: 3498.00  
Audit Report for Boulder Public Library District for year ended 12/31/2022

Dear Ms. Dorsey:

This firm is general counsel to the Boulder Public Library District (the “**District**”). Your correspondence to the District dated September 6, 2023 concerning your reference number above has been referred to us.

Please be advised that the question of whether to form and fund the District was submitted to the electors on November 8, 2022. Pursuant to the voter authorization, the Board of County Commissioners of Boulder County approved Resolution No. 2022-088 on November 29, 2022 establishing the District and providing for its financial support beginning in 2023. See, Resolution attached. The “governing body” of the District (its Board of Trustees) was not appointed until March of 2023.

As a result, the District did not have a budget for “fiscal year 2022” to audit nor a “governing body” to perform an audit. Nevertheless, in response to your correspondence, I have attached a Short Form Application for Exemption from Audit accompanied by Resolution 2023-09-01 of the Board of Trustees of the Boulder Public Library District approving an exemption request.

Please advise me of your receipt and approval of the exemption.

Rt Click and choose your initials

{00687999}

**RESOLUTION  
OF THE  
BOARD OF TRUSTEES  
BOULDER PUBLIC LIBRARY DISTRICT**

A RESOLUTION PURSUANT TO § 29-1-603, C.R.S.  
APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 2022  
FOR THE BOULDER PUBLIC LIBRARY DISTRICT, STATE OF COLORADO

- A. The Board of Trustees of the Boulder Public Library District (the “**District**”) wishes to claim exemption from the audit requirements of §§ 29-1-603 *et seq.*, C.R.S.; and
- B. Section 29-1-604, C.R.S. states that any local government where neither revenues nor expenditures exceed \$750,000.00 may, with the approval of the State Auditor, be exempt from the provision of § 29-1-603, C.R.S.; and
- C. The District was not established and did not have a budget, revenues, nor expenditures in 2022 and therefore, (1) neither revenue nor expenditures exceeded \$100,000.00 for the fiscal year 2022; and
- D. An application for exemption from audit has been prepared for the District by Seter & Vander Wall, PC, a firm with knowledge of Library District formation and governmental accounting; and
- E. The Application notes the District did not exist nor have revenues or expenditures in fiscal year 2022 as required for an audit:

**NOW THEREFORE**, the Board of Trustees of the Boulder Public Library District is resolved that:

1. The Application for Exemption from Audit for the fiscal year ending December 31, 2022 attached hereto as **Exhibit A**, has been reviewed and is hereby approved by a majority of the Board of Trustees of the District; and
2. Those members have signified their approval by signing below; and,
3. This Resolution shall be attached to and become a part of, the Application for Exemption from Audit for fiscal year 2022.

RESOLVED this 19<sup>th</sup> day of September, 2023.

**Boulder Public Library District**

\_\_\_\_\_  
Joni Teter, President of the Board

Attest:

\_\_\_\_\_  
Acting Secretary/Trustee

Members of the Governing Body:

Joni Teter, President

\_\_\_\_\_

Sylvia Wirba, Sec./Treas.

\_\_\_\_\_

Benita Duran, V.P.

\_\_\_\_\_

Doug Hamilton

\_\_\_\_\_

Cara O'Brien

\_\_\_\_\_

Jennifer Yee

\_\_\_\_\_

Sam Fuqua

\_\_\_\_\_



**EXHIBIT A**  
**Application for Exemption from Audit for**  
**Fiscal Year Ending December 31, 2022**

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

**NAME OF GOVERNMENT  
ADDRESS**

**Boulder Public Library District**  
**1001 Arapahoe Avenue**  
**Boulder, Colorado 80302**

**For the Year Ended  
12/31/22  
or fiscal year ended:**

**CONTACT PERSON  
PHONE  
EMAIL**

**Kim J Seter, Esq.**  
**303-770-2700**  
[kseter@svwpc.com](mailto:kseter@svwpc.com)

### PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

**NAME:**  
**TITLE**  
**FIRM NAME (if applicable)**  
**ADDRESS**  
**PHONE**  
**DATE PREPARED**

**Kim J Seter, Esq.**  
**Attorney in Fact**  
  
**7400 E. Orchard Road, Suite 3300, Greenwood Village, CO 80111**  
**303-770-2700**  
**9/15/2023**

**PREPARER** (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <small>(CASH OR BUDGETARY BASIS)</small>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## PART 2 - REVENUE

**REVENUE:** All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	The Entity was not established until November 19, 2022. It has no revenue in 2022 and did not have a governing body until May 16, 2023.
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ -	

## PART 3 - EXPENDITURES/EXPENSES

**EXPENDITURES:** All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	The Entity was not established until November 29, 2022. It did not have any expenditures or expenses in 2022 and did not have a governing body until May 2023.
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ -	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
<b>General obligation bonds</b>	\$ -	\$ -	\$ -	\$ -
<b>Revenue bonds</b>	\$ -	\$ -	\$ -	\$ -
<b>Notes/Loans</b>	\$ -	\$ -	\$ -	\$ -
<b>Lease Liabilities</b>	\$ -	\$ -	\$ -	\$ -
<b>Developer Advances</b>	\$ -	\$ -	\$ -	\$ -
<b>Other (specify):</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -

\*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? <span style="float: right;">\$ -</span> Date the debt was authorized: <span style="float: right;">_____</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? _____ What is the original date of the lease? _____ Number of years of lease? _____ Is the lease subject to annual appropriation? <span style="float: right;">_____</span> What are the annual lease payments? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
5-3 <b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ -

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

## PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 6-1 Does the entity have capital assets?  Yes       No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain:  Yes       No

The entity has no assets as of December 31, 2022.

6-3 Complete the following capital & right-to-use assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 7-1 Does the entity have an "old hire" firefighters' pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firefighters' pension plan?  Yes       No
- If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No                      N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?  Yes       No       N/A
- 
- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:  Yes       No       N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund

## PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes                      No

**9-1** Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

                    

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

## PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

**10-1** Is this application for a newly formed governmental entity?

                    

If yes: **Date of formation:**

**10-2** Has the entity changed its name in the past or current year?

                    

If yes: **Please list the NEW name & PRIOR name:**

**10-3** Is the entity a metropolitan district?

                    

**Please indicate what services the entity provides:**

**10-4** Does the entity have an agreement with another government to provide services?

                    

If yes: **List the name of the other governmental entity and the services provided:**

**10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

                    

If yes: **Date Filed:**

**10-6** Does the entity have a certified Mill Levy?

                    

If yes: **Please provide the following mills levied for the year reported (do not report \$ amounts):**

<b>Bond Redemption mills</b>	-
<b>General/Other mills</b>	3.500
<b>Total mills</b>	3.500

Please use this space to provide any explanations or comments:

## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?  YES  NO

### Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

#### Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

**The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:**

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, or
  - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

---

September 20, 2023

Crystal Dorsey, CPA  
Local Government Audit Manager  
Office of the State Auditor  
1525 Sherman Street, 7<sup>th</sup> Floor  
Denver, Colorado 80203-1700

Re: Your Reference: 3498.00  
Audit Report for Boulder Public Library District for year ended 12/31/2022

Dear Ms. Dorsey:

This firm is general counsel to the Boulder Public Library District (the “**District**”). Your correspondence to the District dated September 6, 2023 concerning your reference number above has been referred to us.

Please be advised that the question of whether to form and fund the District was submitted to the electors on November 8, 2022. Pursuant to the voter authorization, the Board of County Commissioners of Boulder County approved Resolution No. 2022-088 on November 29, 2022 establishing the District and providing for its financial support beginning in 2023. See, Resolution attached. The “governing body” of the District (its Board of Trustees) was not appointed until March of 2023.

As a result, the District did not have a budget for “fiscal year 2022” to audit nor a “governing body” to perform an audit. Nevertheless, in response to your correspondence, I have attached a Short Form Application for Exemption from Audit accompanied by Resolution 2023-09-01 of the Board of Trustees of the Boulder Public Library District approving an exemption request.

Please advise me of your receipt and approval of the exemption.

Rt Click and choose your initials

{00687999}



**RESOLUTION  
OF THE  
BOARD OF TRUSTEES  
BOULDER PUBLIC LIBRARY DISTRICT**

A RESOLUTION PURSUANT TO § 29-1-603, C.R.S.  
APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 2022  
FOR THE BOULDER PUBLIC LIBRARY DISTRICT, STATE OF COLORADO

A. The Board of Trustees of the Boulder Public Library District (the “**District**”) wishes to claim exemption from the audit requirements of §§ 29-1-603 *et seq.*, C.R.S.; and

B. Section 29-1-604, C.R.S. states that any local government where neither revenues nor expenditures exceed \$750,000.00 may, with the approval of the State Auditor, be exempt from the provision of § 29-1-603, C.R.S.; and

C. The District was not established and did not have a budget, revenues, nor expenditures in 2022 and therefore, (1) neither revenue nor expenditures exceeded \$100,000.00 for the fiscal year 2022; and

D. An application for exemption from audit has been prepared for the District by Seter & Vander Wall, PC, a firm with knowledge of Library District formation and governmental accounting; and

E. The Application notes the District did not exist nor have revenues or expenditures in fiscal year 2022 as required for an audit:

**NOW THEREFORE**, the Board of Trustees of the Boulder Public Library District is resolved that:

1. The Application for Exemption from Audit for the fiscal year ending December 31, 2022 attached hereto as **Exhibit A**, has been reviewed and is hereby approved by a majority of the Board of Trustees of the District; and

2. Those members have signified their approval by signing below; and,

3. This Resolution shall be attached to and become a part of, the Application for Exemption from Audit for fiscal year 2022.

RESOLVED this 19<sup>th</sup> day of September, 2023.

**Boulder Public Library District**

\_\_\_\_\_  
Joni Teter, President of the Board

Attest:

\_\_\_\_\_  
Acting Secretary/Trustee

Members of the Governing Body:

Joni Teter, President

\_\_\_\_\_

Sylvia Wirba, Sec./Treas.

\_\_\_\_\_

Benita Duran, V.P.

\_\_\_\_\_

Doug Hamilton

\_\_\_\_\_

Cara O'Brien

\_\_\_\_\_

Jennifer Yee

\_\_\_\_\_

Sam Fuqua

\_\_\_\_\_

**EXHIBIT A**  
**Application for Exemption from Audit for**  
**Fiscal Year Ending December 31, 2022**

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

**NAME OF GOVERNMENT  
ADDRESS**

**Boulder Public Library District**  
**1001 Arapahoe Avenue**  
**Boulder, Colorado 80302**

**For the Year Ended  
12/31/22  
or fiscal year ended:**

**CONTACT PERSON  
PHONE  
EMAIL**

**Kim J Seter, Esq.**  
**303-770-2700**  
[kseter@svwpc.com](mailto:kseter@svwpc.com)

### PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

**NAME:**  
**TITLE**  
**FIRM NAME (if applicable)**  
**ADDRESS**  
**PHONE**  
**DATE PREPARED**

**Kim J Seter, Esq.**  
**Attorney in Fact**  
  
**7400 E. Orchard Road, Suite 3300, Greenwood Village, CO 80111**  
**303-770-2700**  
**9/15/2023**

**PREPARER** (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <small>(CASH OR BUDGETARY BASIS)</small>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## PART 2 - REVENUE

**REVENUE:** All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	The Entity was not established until November 19, 2022. It has no revenue in 2022 and did not have a governing body until May 16, 2023.
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ -	

## PART 3 - EXPENDITURES/EXPENSES

**EXPENDITURES:** All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	The Entity was not established until November 29, 2022. It did not have any expenditures or expenses in 2022 and did not have a governing body until May 2023.
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ -	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
<b>General obligation bonds</b>	\$ -	\$ -	\$ -	\$ -
<b>Revenue bonds</b>	\$ -	\$ -	\$ -	\$ -
<b>Notes/Loans</b>	\$ -	\$ -	\$ -	\$ -
<b>Lease Liabilities</b>	\$ -	\$ -	\$ -	\$ -
<b>Developer Advances</b>	\$ -	\$ -	\$ -	\$ -
<b>Other (specify):</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -

\*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? <span style="float: right;">\$ -</span> Date the debt was authorized: <span style="float: right;">_____</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? _____ What is the original date of the lease? _____ Number of years of lease? _____ Is the lease subject to annual appropriation? <span style="float: right;">_____</span> What are the annual lease payments? <span style="float: right;">\$ -</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
_____	\$ -	
_____	\$ -	
_____	\$ -	
_____	\$ -	
5-3 <b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ -

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

## PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 6-1 Does the entity have capital assets?  Yes       No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain:  Yes       No

The entity has no assets as of December 31, 2022.

6-3 Complete the following capital & right-to-use assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 7-1 Does the entity have an "old hire" firefighters' pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firefighters' pension plan?  Yes       No
- If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No                      N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?  Yes       No       N/A
- 
- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:  Yes       No       N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund

## PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes                      No

**9-1** Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

                    

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

## PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

**10-1** Is this application for a newly formed governmental entity?

                    

If yes: **Date of formation:**

**10-2** Has the entity changed its name in the past or current year?

                    

If yes: **Please list the NEW name & PRIOR name:**

**10-3** Is the entity a metropolitan district?

                    

**Please indicate what services the entity provides:**

**10-4** Does the entity have an agreement with another government to provide services?

                    

If yes: **List the name of the other governmental entity and the services provided:**

**10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

                    

If yes: **Date Filed:**

**10-6** Does the entity have a certified Mill Levy?

                    

If yes: **Please provide the following mills levied for the year reported (do not report \$ amounts):**

<b>Bond Redemption mills</b>	-
<b>General/Other mills</b>	3.500
<b>Total mills</b>	3.500

Please use this space to provide any explanations or comments:



## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?  YES  NO

### Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

#### Policy - Requirements

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