

Douglas County Libraries  
BUSINESS MEETING  
Wednesday, March 29, 2023  
5:30 P.M.  
Parker Library, Parker, CO

**CALL TO ORDER** Presiding: Suzanne Burkholder, President

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

**ATTENDANCE**

**PUBLIC COMMENTS**

**CONSENT AGENDA** [Page 4](#)  
*Board members may request to have any item(s) removed from the consent agenda for further conversation by making that request when asked by the chair and stating the item.*

**MOTION** to approve Consent Agenda

1. Minutes February 22, 2023 [Pages 5-8](#)

**PRESENTATION** Merchandising Guidelines, Collections Services Team:  
Amy Hall, Chris Virgil, Natalie Welch, Andrea Wyant [Pages 9-10](#)

**EXECUTIVE LIBRARY DIRECTOR UPDATE** [Pages 11-14](#)

- Philip S. Miller Library Closure

**DISTRICT BUSINESS** [Page 15](#)

*Do any board members have a conflict of interest to disclose regarding any of the below matters? If so, please recuse yourself, and return to the meeting after discussion has ended.*

**Executive Committee**

- MOTION to adopt Castle Pines Lease Addendum [Pages 16-25](#)
- Board Retreat update/plan

- Committee report

### **Policy Committee**

- MOTION to adopt updated external policies
- Committee Report

[Pages 26-40](#)

### **Executive Library Director Succession Committee Report**

### **PARTNER REPORTS**

#### **Partnership of Douglas County Governments**

#### **Douglas County Youth Initiative**

#### **Urban Libraries Council**

#### **Foundation**

### **TRUSTEE COMMENTS**

### **UPCOMING BOARD MEETINGS**

1. **Board Executive Committee Meeting**: April 13, 2023, Castle Pines Library, 8:00 a.m.
2. **Board Succession Committee Meeting**: April 13, 2023, Castle Pines Library, 9:30 a.m.
3. **Board Policy Committee Meeting**: April 26, 2023, Highlands Ranch Library, 3:00 p.m.
4. **Board Study Session**: April 26, 2023, Highlands Ranch Library, 4:00 p.m.
5. **Board Business Meeting**: April 26, 2023, Highlands Ranch Library, 5:30 p.m.  
Dinner at 5:00 p.m.
6. **Board Annual Retreat**: April 15, 2023, Parker Library, 9:00 a.m. - 2:00 p.m.

### **OTHER BOARD CALENDAR ITEMS**

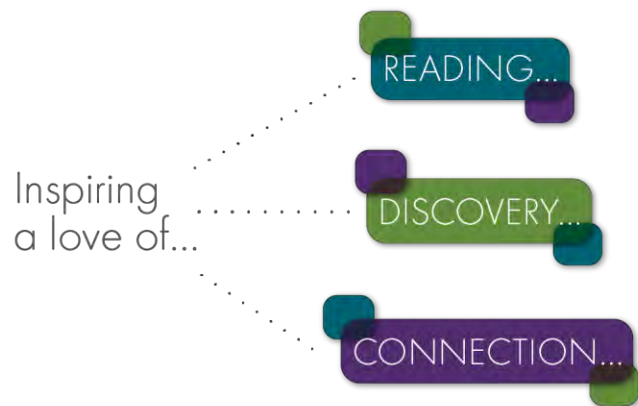
1. **Partnership of Douglas County Governments Meeting**: May 17, 2023,  
Highlands Ranch Metro District, 7:00 a.m. - 9:30 a.m.

### **ADJOURN**



# Board of Trustees

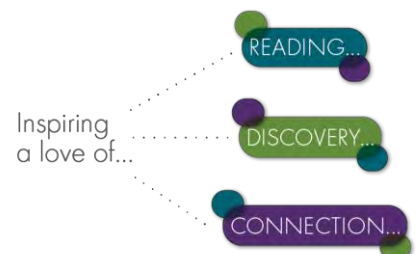
March 29, 2023



**Board Action:** Review the minutes for approval.

Item	
Minutes	Budget Amendment Public Hearing & Business Meeting February 22, 2023

**MOTION:** I move to approve the February 22, 2023 board budget amendment public hearing and business meeting minutes as presented.



DOUGLAS COUNTY LIBRARIES  
Board of Trustees Budget Amendment Public Hearing and Business Meeting  
February 22, 2023  
Castle Rock, Colorado

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

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

The following were present:

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

Meghann Silverthorn attended via telephone.

Rick LaPointe was absent. The absence was excused. A quorum was present.

**STAFF:** Bob Pasicznyuk, Tammy Clausen, Casie Cook, Jill Corrente, Amber DeBerry, Susie DeSersa, Jo Ellen Erickson, Jaime Gotlieb, May Lee, Patti Owen-DeLay, Jesse Politi, and Robin Warnke

**PUBLIC:** Jake Spratt and Molly Bolin, representatives for Sterling Ranch; and Harris Pavino, library volunteer

**PUBLIC COMMENTS:** None

**GUESTS:** Retired trustee Dawn Vaughn

**CONSENT AGENDA:** Nothing was removed from the consent agenda. There was no discussion.

**MOTION 23-02-01:** McKinney moved and the motion carried unanimously to approve the consent agenda consisting of the Annual Board Meeting Minutes of January 25, 2023, PC Replacements Budgeted Capital Expenditure, Colorado Special Districts Insurance Pool Member Representative Designation Form, and ratification of the December 2022 email poll regarding 2023 Holiday Closures. Kallweit seconded the motion.

**RECOGNITION OF RETIRING TRUSTEES**

Burkholder read the resolutions honoring the service of Dan Danser and Dawn Vaughn.

**MOTION 23-02-02:** Nolan moved and the motion carried unanimously to adopt Resolution 2023-02-01 honoring the service of Dawn P. Vaughn and Resolution 2023-02-02 honoring the service of Daniel Danser. Vail seconded the motion.

Trustees shared appreciation for both retired trustees, citing their contributions and impact.

## **PRESENTATION**

Pasicznyuk shared that staff were present to speak about Douglas County Libraries services for older adults, now called Ageless. Tammy Clausen, Customer Experience Manager, and Jaime Gotlieb, Community Services & Partnerships Manager, shared work being done on this Strategic Plan strategy for community service to better understand, focus and implement services for our growing senior population.

## **PUBLIC HEARING FOR 2023 BUDGET AMENDMENT**

Burkholder opened the public hearing, stating: The Douglas County Libraries Board of Trustees is now convened and I now hereby open the Public Hearing. In compliance with Colorado Statutes, and as legally noticed, a public hearing is being held on February 22, 2023, for the purpose of amending the 2023 budget previously adopted on December 7, 2022.

The proposed 2023 Budget Amendment is in the board packet and is made a part of these Resolutions and is presented for adoption. Pasicznyuk shared that the amendment is needed because payout on the Castle Rock new build project was unknown when we approved the budget; this amendment brings unspent money on the project into the 2023 budget for payout.

Burkholder stated that the board would be open to citizens' comments concerning the Douglas County Libraries 2023 Budget Amendment.

No public comments were made.

**MOTION 23-02-03:** Kallweit moved and the motion carried unanimously to adopt Resolution 2023-02-03 amending and re-appropriating funds for the 2023 budget. McKinney seconded the motion.

The 2023 Budget Amendment passed as presented.

Burkholder closed the Public Hearing.

## **EXECUTIVE LIBRARY DIRECTOR'S REPORT**

Pasicznyuk shared:

- Updates on the Castle Rock new build project
- Customer comment on digital newspapers
- Fourth Quarter 2022 Key Performance Indicators (KPI)
- Fourth Quarter Strategic Response Report
- Highlights from the Division Quarterly Reports
- Connections being made with Douglas County elected officials
- Conversations on Facilities Master Plan growth, and an opportunity with Sterling Ranch

Sterling Ranch representatives have proposed a model for a new library in Sterling Ranch. Pasicznyuk asked for a discussion with the board about preference of being in a complex model,

i.e., one tenant in a larger building, or a campus model, i.e., one freestanding building with other freestanding buildings. The board identified advantages and disadvantages with both.

Burkholder asked about when Certificates of Participation (COPs) could be paid off in full. Pasicznyuk stated that the COPs can be paid off in full starting in 2024.

## **DISTRICT BUSINESS**

No conflicts of interest were declared.

### **Executive Committee**

Nolan shared discussions from the Executive Committee meeting earlier this month focused on:

- Sterling Ranch's conversations with Pasicznyuk concerning a new library in Sterling Ranch
- 2023 Budget Amendment need
- Public comments about newspapers
- A question from a commissioner on the library's action concerning the IGA with the Douglas County Community Foundation
- Hosting the Partnership of Douglas County Governments in March
- Meetings are being formed for the Succession Planning Committee
- Annual election of officers voting process proposed change will be presented later this year for next year's elections
- Upcoming meetings with the Board of County Commissioners
- Game of Thrones customer letter
- Violence against staff
- Meth in libraries in the news
- Handling customer communications/feedback

### **Ad Hoc Policy Review Committee Update**

No report.

## **PARTNER REPORTS**

### Partnership of Douglas County Governments (PDCG)

No report.

### Douglas County Youth Initiative (DCYI)

- McKinney reported that he met with staff DCYI liaison Jaime Gotlieb
- Will meet with Marsha in March
- April 24 will be the Outstanding Youth Awards
- Will prepare for October 3 Youth Congress beginning in August

### Urban Libraries Council (ULC)

No meeting, update is the same as last month.

Silverthorn did have a conversation with the ULC Strategic Planning Consultant. Silverthorn reiterated to them the need to consider the less-urban libraries when planning, as these libraries tend toward more traditional library roles versus social or social justice work.

Douglas County Libraries Foundation (DCLF)

No report.

Exploratory Committee to Memorialize Kendrick Castillo

Silverthorn reported that the committee has not met. Silverthorn would like to know if the Castillos have interest in the library book idea.

**TRUSTEE COMMENTS**

Silverthorn hopes that other trustees will attend the library's Spring Storybook Holiday: Silly Old Bear's Blustery Day event. McKinney also plans to attend.

Burkholder asked that trustees give thought to other subjects about library services or offerings that they want to hear or be informed about, and, secondly, to think about goals or objectives for the board.

**UPCOMING BOARD MEETINGS**

1. **Board Executive Committee**: March 9, 2023, Castle Pines Library, 8:00 a.m.
2. **Board Succession Committee**: March 9, 2023, Castle Pines Library, 9:30 a.m.
3. **Board Ad Hoc Policy Committee Meeting**: March 29, 2023, Parker Library, 3:00 p.m.-4:00 p.m.
4. **Board Study Session**: March 29, 2023, Parker Library, 4:00 p.m.-5:00 p.m.
5. **Board Business Meeting**: March 29, 2023, Parker Library, 5:30 p.m.
6. **Board Annual Retreat**: April 15, 2023, Parker Library, 9:00 a.m.-2:00 p.m.

**OTHER BOARD CALENDAR ITEMS**

1. **Partnership of Douglas County Governments Meeting**: March 15, Parker Library, 7:00 a.m.
2. **New Castle Rock Topping Out Party**: March 16, 2023, new Castle Rock Library, 11:30 a.m.-1:00 p.m.

**ADJOURN**

Burkholder adjourned the meeting at 6:45 p.m.

Respectfully submitted,

Meghann Silverthorn, Board Secretary  
Minutes prepared by Patti Owen-DeLay



**DCL Board Meeting Presentation – Collection Services**

March 29, 2023

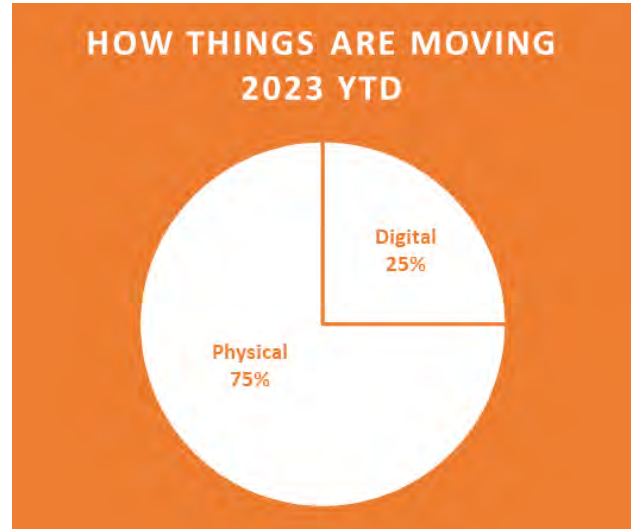
**Presenting Team:** Amy Hall, Chris Virgil, Natalie Welch, Andrea Wyant

Agenda:

- Introductions & CS By the Numbers [Andrea]
- How Collection is Built [Amy]
- From Delivery Truck to Customer [Chris]
- Shelf Life [Natalie]
- Q & A [All]

# Life Cycle of a Book

- Selection
- Ordering
- Receiving
- Processing
- Cataloging
- Customer Use
- Weeding
- Book Store



**Checkouts Per Day**  
 4,500 Digital Items  
 11,300 Physical Items

**Turnover Per Year**

**8**



≈ 500,000 Physical Items Owned

## EXECUTIVE LIBRARY DIRECTOR'S REPORT

Bob Pasicznyuk

March 2023

### **FOLLOW UP ITEM** - Collection Agencies and Delinquent Library Accounts

Unique Management Services (UMS) is a vendor used by many libraries to recover lost titles or their value. Douglas County Libraries has used the service for about two decades. Customers are only referred to Unique if their account balances are delinquent by more than \$50 and after receiving multiple communications for more than two months. The Library routinely negotiates with customers over balances offering alternatives, waiving charges or portions of charges preventing a claim with UMS.

#### Customer Communication Regimen

- |                         |  |
|-------------------------|--|
| • 12 days past due date | First notice of overdue and not returned items   |
| • 24 days past due date | Second notice of overdue and not returned items  |
| • 48 days past due date | Third notice - replacement charges apply to accounts.  |
| • 70 days past due date | Referred to UMS for account defaults great than \$50.<br>A \$10 collection agency fee is added to customer accounts. |

#### Boundaries in the Use of UMS

1. UMS does **not** report debts to credit bureaus or affect credit reports of any kind.
2. UMS contacts parents in the case of a minor's delinquent account.
3. The Library negotiates fees and demonstrates grace and equity for difficult situations.

### **FOLLOW UP ITEM** - Teen Self-Care Depression Kits

Burkholder asked about the newest addition to our line of kits: Depression Kits. This is an offering specific to teens. You will find a list of items in the kit following this report, along with a picture of what kits look like. More kits can be found in the library catalog under a "kit" keyword search at: <https://dcl.bibliocommons.com/v2/search?query=kit&searchType=smart>

## OPERATIONS AND ACCOMPLISHMENTS

2023 Storytimes are up 30% compared to a year ago.

### New Castle Rock Building Project

- Financial Position: Resources are holding around \$700,000 with little weekly change.
- Recent Community and Communication Opportunities
  - 3/15/2023: PDCG
  - 3/16/2023: Topping Out Party

- Timing and Schedule
  - Easy-to-Remember General Cadence (7, 14, 7)
    - 7 Weeks** March Board Meeting to closure, moving, and fit-up
    - 14 Weeks** New Castle Rock fit-up to Grand Opening.
    - 7 Weeks** Grand Opening to total project completion
  - Dates, Details, and Requests
    - May 22, 2023: The PSM Library Closes; limited alternative services begin
    - June 17, 2023: PSM Library is Vacant; First-responder training begins
    - August 26, 2023: New Castle Rock Opening Celebration
    - October 13, 2023: Projected project completion
  - Next 30 Days: Windows, ceilings, exterior siding, plazas
  
- Next communication opportunity: Library closure notices.
  
- PSM Closure
  - Policy. The current Library policy does not require Board authorization for this closure. *The Board annually approves the District holiday closures, and all District-wide closures unless due to extreme weather or emergency. The Library Director has discretion for delayed-openings, early closure, or closure of a single location.*
  - Closure Work Duration Breakdown
    - 5 Weeks – Moving, Tear down, Large Equipment installs, First responder training.
    - 8 Weeks – Collections, Signage, Art, Furniture Fixtures, and Equipment installations.
    - Example: The playscape is scheduled for installation the first week of August.
    - 1 Week – Training, Final Cleaning, Celebration Preparations
  - Staffing and Castle Rock Closure
 

During the move and when there isn't work on the site to engage staff, staff will be assigned to other locations. The Library is also authorizing Paid Time Off at greater than the seasonal norms across all libraries as well as differing some recruitments. All our Library's Infrastructure Services will continue using our strip mall/annex location or remote work assignments.
  - Vendors and Sourcing. Project resources includes moving and installation assistance.
  - Alternative Services Package
    - Offsite Storytime will be offered.
    - Castle Rock Summer Camps have been relocated to other locations.
    - The Library is researching the ability to open holds pickup and bookdrops before Grand Opening. Otherwise, Castle Rock collections will not be available.
  
- Frequently Asked Questions: How do civic spaces compare between New Castle Rock, the existing PSM Library, and other Douglas County Libraries?

Libraries	Event Hall Size (sFt)	Conference Rooms #	Study Rooms #
Existing PSM	1,828	2	3
New Castle Rock	2,000	4	10
Parker	2,246	3	8
Highlands Ranch	1,604	1	5
Lone Tree	1,170	1	8
Castle Pines	962	3	1
Roxborough	566	0	2

## PROFESSIONAL TRENDS AND ANALYSIS

The topic of the month at the Urban Library Council is how many service locations are appropriate and what experiences have libraries had with closing locations. The conversation centers on libraries who have focused budgets on having a wide array of locations without directing resources toward staff salaries or in mitigating risk through competent business practices. In my view, this validates DCL's focus on brand and outcomes – balancing infrastructure and traditional services and maintenance with expansion.

## BUSINESS OPPORTUNITIES & RISKS

Wellspring Conversations About Special-Needs Adults

## BOARD TALKING POINTS

**New Castle Rock Build** – The countdown is on. In less than 6 months, our community's new Library Castle Rock will open. The work is on time and under budget being funded by annual Library capital savings.

**Battle of the Books** – Every year, our area elementary schools battle for supremacy over who knows more about 10 great books. This year's Battle of the Books champs were DCS Montessori (3<sup>rd</sup> & 4<sup>th</sup> grade) and Trail Blazer Elementary (5<sup>th</sup> and 6<sup>th</sup> grade).

**Electronic Newspapers** – Some of you are still spending your hard-earned money on Newspaper subscriptions. Make your own windfall by accessing 500 of the most popular newspaper across the world via the library. Ask staff for access details.

**Elevating the Brand** – Douglas County Libraries elevates our community by inspiring a love of reading, discovery, and connection. With nearly 2 million visitors to seven branches each year, visitors are met with beautiful spaces, curated collections, personalized services, and a variety of events that offer a premium experience for all.

# MENTAL HEALTH CARE KIT

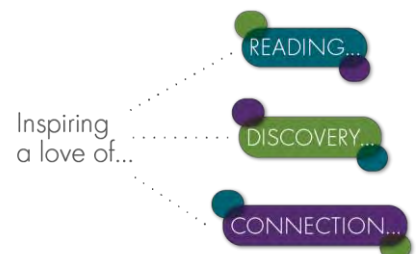
Douglas County Libraries



Douglas County Libraries  
Depression Kit #1 Contents  
Barcode: 33025032232132

- Essential Art Therapy Exercises: Effective Techniques to Manage Anxiety, Depression, and PTSD
- The Upward Spiral: Using Neuroscience to Reverse the Course of Depression, One Small Change at a Time
- The Upward Spiral Card Deck
- Your Happiness Toolkit: 16 Strategies for Overcoming Depression, and Building a Joyful, Fulfilling Life
- The Good Mood Kitchen: Simple Recipes and Nutrition Tips for Emotional Balance
- The Yoga Effect: A Proven Program for Depression and Anxiety
- Yoga for a Healthy Mind and Body
- Verilux® HappyLight® Alba - New Round UV-Free LED Therapy Lamp, Bright White Light with 10,000 Lux, Adjustable Brightness, Color, and Countdown Timer
- The Original Buddha Board Art Set

Item	Preparatory Work	Motion
First Amendment Lease Agreement with the City of Castle Pines	Review for action	<b>MOTION:</b> I move to authorize the first Amendment to the Lease between Douglas County Libraries and the City of Castle Pines as presented.
Updated external Policies	Review for action	<b>MOTION:</b> I move to adopt the following external policies as presented: Access Policy; Children and Parents Policy; Internet Access Policy; Curating Library Collections and Content Policy; Programs Policy; Citizen Review Request Policy; Contributions and Gifts Policy; Volunteer Policy; Library Facilities and Spaces Policy; Alcohol Policy; and Colorado Open Records Request Policy.



**DATE:** 3/29/2023

**AGENDA ITEM:** Lease Amendment between the Library and City of Castle Pines

**PERSON(S) RESPONSIBLE:** Bob Pasicznyuk

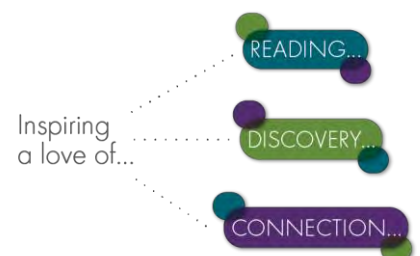
**DISCUSSION:**

The City of Castle Pines wishes to modify their agreement and relationship with the Library moving substantially out of the Castle Pines Library location, but retaining use of the facility for City functions and storage. This lease amendment declares the new relationship and terms between the Library and City of Castle Pines reflecting these changes. The amendment has been reviewed by legal counsel and is signed by the City of Castle Pines.

**BUDGET IMPACT:** The budget impact is not material, but includes some loss of lease revenue.

**RECOMMENDATION:** I recommend the Board adopt the lease amendment.

**MOTION:** I move to authorize the first Amendment to the Lease between Douglas County Libraries and the City of Castle Pines as presented.





**FIRST AMENDMENT TO LEASE AGREEMENT  
BY AND BETWEEN  
DOUGLAS COUNTY LIBRARIES  
AND  
THE CITY OF CASTLE PINES, COLORADO**

This First Amendment to Lease Agreement (the “**First Amendment**”) is made and entered into as of the 1st day of April 2023 (the “**Effective Date**”), by and between Douglas County Libraries, a library district formed in Douglas County pursuant to the provisions of C.R.S. §§ 24-90-101 through 119 (the “**Landlord**”), and the City of Castle Pines, Colorado, a Colorado municipal corporation (the “**Tenant**,” and together with Landlord, the “**Parties**,” or either of the Parties individually, the “**Party**”).

**RECITALS**

A. **WHEREAS**, The Parties have previously entered into that certain Lease Agreement dated June 30, 2016, (the “**Lease Agreement**”) pursuant to which the Landlord agreed to make space within the Castle Pines Library available for lease to Tenant as described therein; and

B. **WHEREAS**, the Parties desire to modify the terms of the Lease Agreement through a writing executed by both the Landlord and the Tenant.

**THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable consideration, the Lease Agreement is modified as follows:

**TERMS AND CONDITIONS**

1. **Defined Terms**. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement.

2. **Amendment to Paragraph 1**. Paragraph 1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“1. **Leased Premises**.

Landlord hereby makes available for lease to Tenant for the following space for the term, at the rental and upon the covenants, conditions and provisions set forth in this Lease:

- A. Exclusive use of a 2,056 square foot portion of the Building designated as Suite B and described in **Exhibit B** within the Building (the “**City Space**”); and
- B. The following spaces shall be collectively referenced herein as the (“**Shared Spaces**”):
  - (i) Shared use with the Landlord of a meeting/hearing room suitable for public and municipal meetings and functions within the Building

described in **Exhibit C** (the “**Event Hall**”), provided that the Tenant shall be entitled to exclusive use of the Event Hall for the following City of Castle Pines meetings and purposes:

- (a) City Council meetings scheduled for the 1<sup>st</sup>, 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month from 4:00 p.m. to when the meeting concludes.
- (b) Planning Commission meetings scheduled for the 4<sup>th</sup> Thursday of each month from 4:00 p.m. to when the meeting concludes.
- (c) Parks and Recreation Advisory Board meetings scheduled for the 3<sup>rd</sup> Thursday of each month from 4:00 p.m. to when the meeting concludes.
- (d) Municipal Court meetings scheduled for the 1<sup>st</sup> Friday of each month from 6:30 am to 10:30 am.

The Landlord’s Community Engagement Department (the “**Community Engagement Department**”) shall be notified annually of the Tenant’s next year’s meeting schedule on or before October 31 of the prior year, which meeting schedule will be subject to final approval by the City Council in January. Landlord and the Community Engagement Department shall be notified of any and all proposed changes to scheduled meetings at least ten (10) business days in advance of the changed meeting via electronic mail at the address provided in Paragraph 18. Use of the Event Hall at other times should be scheduled in advance with the Community Engagement Department. Landlord does not make any representation or guarantee of availability for the Event Hall for Tenant meetings other than those specifically described in Paragraph 1(B)(i);

(ii) Shared use with the Landlord of study and conference rooms available to the public, provided that the Tenant shall be entitled to the exclusive use of a conference room for the following City of Castle Pines meetings and purposes:

- (a) City Council executive session meetings scheduled on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month from 4:00 p.m. to close.

The Landlord’s Community Engagement Department shall be notified annually of the Tenant’s next year’s meeting schedule on or before October 31 of the prior year, which meeting schedule will be subject to final approval by the City Council in January. Landlord and the Community Engagement Department shall be notified of any and all proposed changes to scheduled meetings at

least five (5) business days in advance of the changed meeting via electronic mail at the address provided in Paragraph 18. Use of the study and conference rooms at other times shall be scheduled in advance through the Landlord's customary meeting room scheduling process with the Community Engagement Department. This process provides for advance scheduling of specific study and conference rooms up to one year in advance.

(iii) Shared use with the Landlord of one storage area adjacent to the Event Hall for the sole purpose of storing one dais, Council and staff tables and chairs used for City Council meetings. The Tenant shall not store anything other than the dais, public podium, flags, AV rack, council and staff tables and chairs in the storage area and the Tenant agrees to work with the Landlord to organize the dais and chairs so as to maximize space available within the storage area for the Landlord's storage needs.

(iv) Shared use with the Landlord of one storage area under the stairs within the City Space for the sole purpose of storing microphones used for City Council meetings. The Tenant shall not store anything other than the microphones in the storage area and the Tenant agrees to work with the Landlord to organize the microphones so as to maximize space available within the storage area for the Landlord's storage needs.

The City Space and the Shared Spaces shall be referenced collectively herein as (the "**Leased Premises**")."

3. **Amendment to Paragraph 2.** Paragraph 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"**2. Term.**

- A. **City Space Term.** The Landlord hereby leases the City Space to the Tenant, and the Tenant hereby leases the same from the Landlord beginning on the Effective Date and ending on April 1, 2023 or as soon as reasonably practicable thereafter, but not to extend beyond May 1, 2023 (the "**City Space Term**").
- B. **Shared Space Initial Term.** The Landlord hereby leases the Shared Space to the Tenant, and the Tenant hereby leases the same from the Landlord beginning on the Effective Date for a duration of one year (the "**Initial Term**").
- C. **Shared Space Renewal Term.** Ninety (90) days prior to the expiration of the Initial Term, the Parties shall meet to determine whether to renew the Lease beyond the Initial Term (a "**Renewal Term**"). The rent for any Renewal Term shall be calculated as set forth in Paragraph 3(C) below. All of the other covenants, conditions and provisions provided in this

Lease shall remain in full force and effect unless modified in writing by the Parties.”

4. **Amendment to Paragraph 3.** Paragraph 3 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“**3. Rent.**

- A. **City Space Term Rent.** The Tenant shall pay to the Landlord on the Effective Date, rent in the amount of twelve dollars (\$12.00) (the “**City Space Term Rent**”). The City Space Term Rent shall be remitted to: Director of Finance, Douglas County Libraries at the Philip S. Miller Library located at 100 S. Wilcox, Castle Rock, CO 80104.
- B. **Shared Space Initial Term Rent.** The Tenant shall pay to the Landlord on the Effective Date, rent in the amount of twelve dollars (\$12.00) (the “**Shared Space Initial Term Rent,**” together with the City Space Term Rent, the “**Rent**”). The Shared Space Initial Term Rent shall be remitted to: Director of Finance, Douglas County Libraries at the Philip S. Miller Library located at 100 S. Wilcox, Castle Rock, CO 80104.
- C. **Shared Space Renewal Term Rent.** If the Parties determine to enter into a Renewal Term for the Lease as provided in Paragraph 2(c), the Parties shall either: (i) reach agreement on the appropriate Renewal Term lease rate for the Shared Space based on market conditions or, (ii) if the Parties cannot agree on a Renewal Term lease rate on or before sixty (60) days prior to the expiration of the Initial Term, then they shall expediently and collectively engage a neutral third party commercial office real estate broker with commercial office real estate experience in Douglas County (the “**Broker**”) to determine the then-current fair market rental value for the Shared Space. The costs of the Broker’s determination shall be borne equally by the Parties. The Broker’s determination, once made, shall become the Tenant’s Renewal Term rent.”

5. **Amendment to Paragraph 5(A).** Paragraph 5(A) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“**5. Use of Leased Premises.**

- A. **Access to Leased Premises.** The Tenant’s employees may access the Building via use of key cards to be issued by the Landlord which key cards shall provide 24 hour/7 day per week access. The Tenant shall be responsible for opening, closing and locking and otherwise ensuring the security of the Building and all of the Landlord’s property at all times which are outside the hours and operation of the Building.

The Tenant shall notify the Landlord and the Community Engagement Department in writing of any key card access changes so that the Landlord may timely process key card access changes.”

6. **Amendment to Paragraph 7(A).** Paragraph 7(A) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“7. **Repairs, Alterations and Improvements.**

- A. **Damages and Repairs.** The Landlord expects the Tenant to exercise reasonable care in its use of the Leased Premises and the Building. The Landlord will perform or cause to be performed all repairs including but not limited to repairs of floors, walls, ceilings and other parts of the Leased Premises or Building damaged or worn through normal occupancy (reasonable wear and tear).

The Tenant shall bear full and sole responsibility, and will be billed separately, for repairs to the Leased Premises or the Building to the extent the Landlord determines the damage necessitating repair to be beyond normal occupancy (reasonable wear and tear) and have been caused by the Tenant or any of the Tenant’s employees, invitees, licensees, contractors or other permitted assigns or the public attending any of the Tenant’s public meetings. The cost incurred by the Landlord in making such repairs, including the Landlord’s staff time, shall be billed to the Tenant and reimbursement shall be done to the Landlord within thirty (30) days of the date the repair bill is provided to the Tenant.”

7. **Amendment to Paragraph 7(C).** Paragraph 7(C) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“7. **Repairs, Alterations and Improvements.**

- C. **Tenant Maintenance Requests.** The Tenant shall make requests to the Landlord for all maintenance, repair and Alterations/Improvements needs. The Tenant shall direct such requests to the Landlord at (303) 791-7323.”

8. **Amendment to Paragraph 9(A).** Paragraph 9(A) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“9. **Insurance.**

- A. **Tenant Insurance – General.** The Tenant shall secure and maintain for the City Space Term and the Initial Term and any and all Renewal Terms, adequate statutory workers’ compensation insurance coverage, commercial automobile liability insurance, comprehensive general liability insurance, professional liability insurance, errors and omissions insurance, crime insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Landlord

from claims for bodily injuries, death, personal injury, or property damage, which may arise out of or result from the Tenant's meetings, the Tenant's actions or the Tenant's licensees or invitees acts, errors, or omissions. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures located in the City Space."

9. **Amendment to Paragraph 9(B)**. Paragraph 9(B) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

**9. Insurance.**

B. **Landlord Insurance.** The Landlord shall secure and maintain for the City Space Term and the Initial Term and any and all Renewal Terms, adequate statutory workers' compensation insurance coverage, commercial automobile liability insurance, comprehensive general liability insurance, professional liability insurance, errors and omissions insurance, crime insurance and excess liability coverage from companies licensed in the State of Colorado, as will protect itself and the Tenant from claims for bodily injuries, death, personal injury, or property damage, which may arise out of or result from the Landlord's events and meetings, the Landlord's actions or the Landlord's licensees or invitees acts, errors, or omissions. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord deems appropriate."

10. **Amendment to Paragraph 14(A)(i)**. Paragraph 14(A)(i) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

**14. Default and Remedies.**

A. **Tenant Default.** Occurrence of any of the events listed below shall constitute a Tenant default of this Lease (a "**Tenant Default**")

(i) The Tenant's failure to appropriate funds for or to pay Rent ("**Rent Default**")."

11. **Amendment to Paragraph 14(A)(i)**. Paragraph 14(A)(i) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

**14. Default and Remedies.**

C. **Dispute Resolution and Remedies.** Any and all controversies, disputes or claims of any nature arising out of or relating to this Lease shall first be presented to the Parties' respective Representatives to attempt to effect a mutually agreeable resolution. If the Representatives are unable to resolve the dispute within a reasonable time but no more than thirty (30) days, or such other time frame as mutually agreed upon by the Representatives, the

Parties may, by mutual agreement, elect to resolve the dispute by mediation or either Party may seek judicial enforcement of this Lease. In no event, however, shall any Tenant Default result in termination of the Lease or eviction of the Tenant from the Building during the City Space Term or the Initial Term. Prior to judicial enforcement, and in order to cure a Tenant's or Landlord's Default, the non-defaulting Party shall provide written notice of the particular Default to the Tenant or Landlord, as applicable, and afford the Tenant or Landlord sixty (60) days from the date of the notice in which to cure the Tenant or Landlord Default (the "Cure Period"). If the defaulting Party fails to cure the Default on or before the expiration of the Cure Period, the non-defaulting Party may bring an action in civil court to seek monetary damages or other relief excluding the right of termination or ejection of the Tenant from the Leased Premises. If a Tenant Rent Default occurs and is not cured within the Cure Period, the Tenant shall pay interest at a rate of one percent (1%) compounded quarterly on all amounts due from the date of the Rent Default up to and including the date the Rent Default is cured, and the Tenant shall be responsible for any and all attorney's fees incurred by the Landlord in the process of collecting any amounts due."

12. **Amendment to Paragraph 18.** Paragraph 18 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

**"18. Notices and Designated Representatives.**

Any notice required or permitted by this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail. The following individuals of each Party are designated as the Party's respective Representative who is authorized to administer, coordinate and oversee the terms of this Lease, provided that any amendments to this Lease shall only be authorized by written amendment approved by the governing bodies of each Party.

To the Tenant:

City of Castle Pines  
360 Village Square Lane, Suite B  
Castle Pines, Colorado 80108  
Attn: City Manager ("Representative")  
Michael.penny@castlepinesco.gov

With copy to:

Linda Michow, City Attorney  
Michow Cox & McAskin LLP  
6530 S. Yosemite St., Suite 200  
Greenwood Village, CO 80111  
Linda@mcm-legal.com

To the Landlord: Douglas County Libraries  
100 South Wilcox Street  
Castle Rock, CO 80104  
help@dclibraries.org

If to Community Engagement: Douglas County Libraries  
100 South Wilcox Street  
Castle Rock, CO 80104  
Attn: Community Engagement Department  
EventandHospitality@dclibraries.org”

13. **Prior Provisions Effective**. Except as specifically provided herein and amended hereby, all of the terms and provisions of the Lease Agreement shall remain in full force and effect.

14. **Amendment**. This First Amendment may be amended, in whole or in part, by a written instrument executed by each Party.

15. **Counterpart Execution**. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

**DOUGLAS COUNTY LIBRARIES**

By: \_\_\_\_\_  
Title: Board President

Attest:  
By: \_\_\_\_\_  
Title: Board Secretary

**THE CITY OF CASTLE PINES**

DocuSigned by:  
By: Michael Penny  
2933CBC9B654422...  
Title: City Manager

DocuSigned by:  
Attest:  
By: Linda Michow  
5241DE99B3FF444...  
Title: City Attorney

**DATE:** March 29, 2023

**AGENDA ITEM:** Policy Updates from the Policy Committee

**PERSON(S) RESPONSIBLE:** Board Policy Committee (Suzanne Burkholder, Terry Nolan and Meghann Silverthorn)

**DISCUSSION:**

The Board Policy Committee has been reviewing policies since last summer. These “external” policies are brought forward for board review and adoption.

The table that follows summarizes changes. As the policies were rewritten and not just edited, we don’t have a “tracked” version showing edits. Current policies can be found at: [DCL Board Policies](#).

The policies were reviewed by legal counsel, developed with input from library staff and the policy committee, and where applicable, evaluated against other library systems policies.

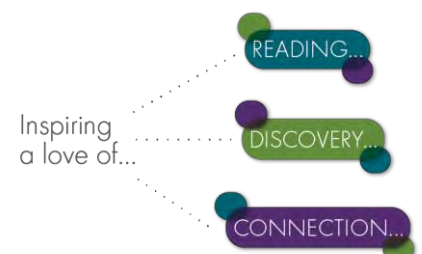
These proposed policies are:

- Written as stand-alone policies.
- Reflective of DCL brand and values, and not policies restated from other organizations, such as the American Library Association (ALA).
- Using updated language, such as referring to the Library versus the District.
- Condensed and simplified as much as possible.
- Divided into “external” and “internal” policies.
  - External review is complete and presented for board adoption.
  - Internal policies are currently under review.
  - External policies are relevant to our customers and will be available on the website.
  - Internal policies are relevant to our staff and will be available internally.
- Better addressing the challenges and needs of today.

The Policy Committee is asking adoption of these policies.

As per our bylaws, policies can only be changed on first reading if a full board is present and the vote is unanimous. If a full board is not present or the vote is not unanimous, the proposed policies would go to a “second reading” for a second vote, at which time the policies can be adopted by a majority vote.

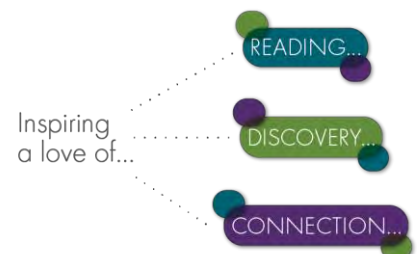
**MOTION:** I move to adopt the following external policies as presented: Access Policy; Children and Parents Policy; Internet Access Policy; Curating Library Collections and Content Policy; Programs Policy; Citizen Review Request Policy; Contributions and Gifts Policy; Volunteer Policy; Library Facilities and Spaces Policy; Alcohol Policy; and Colorado Open Records Request Policy.



Timeline	Policy and Sections within that Policy (if any)	New Frame
Jul/Aug 2022	<b>ACCESS</b>	
Jul/Aug 2022	<i>Library Bill of Rights</i>	Access Policy
Jul/Aug 2022	<i>Children's Access to Library Resources</i>	Children and Parent Policy
Jul/Aug 2022	<i>Internet Resources</i>	Internet Policy
Jul/Aug 2022	<i>Disruptive Behavior</i>	Access Policy
Jul/Aug 2022	<i>Vulnerable Children</i>	Children and Parent Policy
Jul/Aug 2022	<i>Use of Surveillance Information</i>	Access Policy
Jul/Aug 2022	<i>Customer Privacy</i>	Access Policy
Sep-22	<b>COLLECTION POLICY</b>	Content and Curation Policy
Sep-22	<i>District Collection Composition</i>	Content and Curation Policy
Sep-22	<i>Douglas County Archives and Local History</i>	Content and Curation Policy
Sep-22	<b>PROGRAM POLICY - NEW</b>	Program Policy
Sep-22	<b>APPEALS POLICY</b>	Citizen Review Policy
Oct-22	<b>CODE OF ETHICS</b>	Moved from here to join the ethics in Human Resources Section
Oct-22	<i>Statement on Professional Ethics</i>	Moved from here to join the ethics in Human Resources Section
Oct-22	<i>Disclosure Policy</i>	Moved from here to join the ethics in Human Resources Section
Oct-22	<i>Accepting Gifts</i>	Moved from here to join the ethics in Human Resources Section
Nov-22	<b>LENDING POLICY</b>	
Nov-22	<i>Library Cards</i>	Included in Access , Children's and Parents Policy as needed
Nov-22	<i>Library Borrower Responsibilities</i>	Included in Access , Children's and Parents Policy as needed

Timeline	Policy and Sections within that Policy (if any)	New Frame
Dec-22	<b>COMMUNITY SERVICE POLICY</b>	Rename to Library Facilities and Spaces Policy
Dec-22	<i>Exhibit Space and Bulletin Board Policy</i>	Amended to be DCL Policy not ALA - included in Library Facilities and Spaces Policy
Dec-22	<i>Use of Library Facilities for Meetings, Activities and/or Events Policy</i>	Amended to be DCL Policy not ALA - included in Library Facilities and Spaces Policy
Dec-22	<i>Petitions and Free Speech Activities Policy</i>	Just updated for language - Included in Library Facilities and Spaces Policy
Dec-22	<i>Programs or Debate Policy</i>	Removed for lack of need
Dec-22	<i>Alcohol Policy</i>	Just updated for Language
Jan-23	<b>CONTRIBUTIONS / GIFT POLICY</b>	Just updated for Language
Jan-23	<b>VOLUNTEER POLICY</b>	Just updated for Language
Jan-23	<i>Colorado Open Records Act Policy</i>	Updated by lawyer

\*policies in red are from ALA



## **ACCESS POLICY**

Douglas County Libraries (the “Library”) offers its resources equitably for our customers’ interest, information, education, and enjoyment. Our Library values open access and centers policy on constitutional, legal, and professional principles that have informed a century of library service.

### **Our Library’s Commitment**

The Library welcomes everyone.

We will offer our community exceptional care supporting their freedom and self-determination. We will inform customer choice impartially, without interference or improper influence.

Our commitment to welcoming requires that our decisions and practices are free from discrimination and individual content preferences. We will not discriminate on the basis of:

- Identity: Age, race, gender, sexual orientation, color, religion, national origin, military status, disability, or genetic history.
- Beliefs or Associations: Politics, social stances, faith positions, and more.
- Background or Personal Histories: Poverty, wealth, marital status, education, and more.

Our commitment to welcoming and nondiscrimination applies to all facets of our work.

- Talent: Staff and contractor selection, including authors, performers, speakers, and more.
- Facilities: Access to spaces, services, and amenities.
- Content: Selection of print works, digital sources, displays, events, and activities.

### **Customer Code of Conduct**

Our Library will maintain a Code of Conduct describing behavior boundaries for working with staff, using facilities, or participating in Library events.

### **Censorship**

The Library affirms every customer’s right to make choices and interact with the Library in a way that aligns with their values and beliefs. Censorship is the suppression of ideas and information that individuals, groups, or government officials find objectionable or dangerous. Censors use the power of the state to impose their view of what is truthful and appropriate, or offensive and objectionable, on everyone else. As a tax-supported agent of the State of Colorado, the Library will not suppress or limit customer access beyond legal requirements.

### **Customer Privacy**

The Library is committed to customer privacy. The Library will comply with Colorado Revised Statutes 24-90-119 mandating the protection of customer privacy in the use of Library

resources. In keeping with CRS 24-90-119, the Library maintains customer confidentiality with specific distinctions.

- The Library will use customer information for business operations and improvement.
- The Library will release customer information only with the customer's written consent.
- The Library will release to parents account information for their minor children upon the presentation of the minor's library card or account number.
- The Library will release customer information pursuant to subpoena, upon court order, or where otherwise required by law.

The Library uses surveillance equipment for specific monitoring purposes:

- The safety and security of staff and customers.
- Facility operations.
- Information on property damage from vandalism, theft, or other illegal activities.

Surveillance information is for internal use only. The Library will not release surveillance information to any third party. The Executive Library Director or their designee will manage exceptions.

- In the case that the Library is compelled to release the information by law, or
- If Library management believes that timely release of the information is necessary for the health or safety of a customer at grave risk.

## CHILDREN AND PARENTS POLICY

The foundation of Douglas County Libraries' (the "Library's") relationship with children is that parents and guardians are the arbiters of their children's use of the Library. As arbiters, parents and guardians manage what is appropriate for their children and family. In legal parlance, the Library does not act *In Loco Parentis*.

- The Library supports parents and guardians as they manage their children's use of the Library by offering controls, account information, relevant descriptions of events and services, and consultation services to align Library opportunities with a family's values and needs. Parents of children 14 years of age or younger approve or validate their children's use of a library card and account. The Library will maintain options that parents can use to manage library content for children 14 years of age or younger. The Library will inform parents and guardians about these options annually as well as when they register their children for a Library card.
- The Library demonstrates our commitment to children by curating content and environments specifically designed for them.
- Our commitment to children exists inside a foundational mission to present a world of ideas and serve our entire community. The Library will not limit every customer's choices merely because a child might access content.
- The Library expects that parents and guardians are responsible for their children's behavior and well-being in the Library. If Library staff believe that a child is unattended or vulnerable, they will make a good-faith attempt to contact the child's parent or guardian before referring the matter to law enforcement.

## INTERNET ACCESS POLICY

Douglas County Libraries (the “Library”) applies its *Access Policy* commitments to internet use (Wi-Fi and technology devices), but with distinctions relevant to both legal boundaries and the digital world.

- Both federal and Colorado law require internet filtering and circumstances under which the library may remove filters. The Library will fully comply with these legal mandates (Colorado Revised Statute 24-90-601; Children's Internet Protection Act (CIPA), Pub.L.No. 106-554).
- The Library does not permit illegal activities conducted through any library technology system. The Library will pursue appropriate legal action, including prosecution of suspects. Illegal activities, as defined by law, include and are not limited to accessing or trafficking in obscene content, child pornography, violations of copyright, and a variety of activities generally described as “criminal.” In general, the Library expects customers will be both law-abiding and civil. As appropriate, the Library will monitor customer use of internet resources to validate system security and policy compliance.



## CURATING LIBRARY COLLECTIONS AND CONTENT POLICY

Douglas County Libraries (the “Library”) will purchase and develop digital and physical content inventories that answer customer demand. Customer demand is our priority in making content decisions. The Library’s *Access Policy* is foundational to content curation.

- Curation refers to the decision to add, retain, remove, shelve, or display materials in Library inventories. The Library offers content in a variety of physical and digital formats to meet the needs and preferences of our community. The Library will make every effort to correlate our inventory choices with community demand and interests. Letting the marketplace of ideas guide us is the best way to mitigate staff or customer pre-conceived philosophies or biases.
- Douglas County Libraries’ Archives & Local History collects and preserves historic photos and the documentary history of Douglas County, Colorado.
- The Library will also employ additional, customary criteria in content decision-making:
  - Specific community needs and interests
  - Contemporary significance
  - Attention from critics, reviewers, and the public
  - Popular interest, customer requests, and market data
  - Author reputation and expertise in the field
  - Comprehensiveness and depth of treatment
  - Relationship to the existing inventory
  - Availability of content from sources other than purchase
  - Durability of the format and whether the item can meet the rigors of public use
  - Price and availability from our approved vendors

Managing collections and content curation are Library operational duties. Library staff perform these duties under the direction of the Executive Library Director. The Library’s *Citizen Review Request Policy* describes how customers can advocate for change in regard to Library collections and content.

## PROGRAMS POLICY

Douglas County Libraries (the “Library”) will purchase, craft, produce, and deliver programs—educational, arts, and event/entertainment offerings—that respond to community demand. The Library’s *Access Policy* is foundational to this work.

### Oversite and Curation

Managing programs is a function of Library operational duties. Library staff perform these duties under the direction of the Executive Library Director.

The Library will exercise professional oversight in the selection and production of programs. The Library will curate opportunities that align with organizational and community priorities:

- Library Vision
- Brand
- Business Strategy
- Budget
- Community Partnerships

The Library’s *Citizen Review Request Policy* is an opportunity for customers to advocate for substantive policy and operational changes around all Library service, including programs. The Board of Trustees exercises oversight through budget stewardship, direction of the Library’s business plan, and performance evaluation of the Executive Library Director.

### Communication

To maximize the value of offerings and assist customers in choosing programs that are a fit for them and their family, the Library will market and communicate program availability and relevant details. The Library will provide recommended age ranges for children’s offerings.

### Talent and Endorsements

The Library will routinely engage and employ authors, speakers, musicians, and similar talents in support of programs. Library engagement of talent does not imply endorsement of any of their constitutionally protected views, speech, or associations.

## CITIZEN REVIEW REQUEST POLICY

Douglas County Libraries' (the "Library's") *Access and Curating Library Collections and Content Policies* are the basis for review decisions. Our Library recognizes the importance of a process that customers can use to voice opinions, ask for changes, and request redress of grievances to Library decisions. The *Citizen Review Request Policy* covers all facets of Library services—content creation, inventories, facilities, Library-sponsored events, displays, and limitations placed on customer access. The Citizen Review Request process will determine if staff decisions were made competently and aligned with policy and the law.

The Library was formed and is supported by Douglas County citizen taxpayers. Public policy requests advocating for substantive changes to Library services are the prerogative of Douglas County citizens alone. While the Library will consider feedback to learn and grow from anyone, this Citizen Review Request process is available to Douglas County citizens alone. Citizens may begin the review process through a conversation with staff. If the interaction doesn't achieve satisfaction, they may pursue the matter with Library Managers, the Executive Library Director, and then the Library's Board of Trustees. After the initial conversation, review requests must be made in writing using established processes to continue with a review request.

Citizen Review requests to the Board of Trustees may be made in person at a public meeting or submitted in writing. The Board makes the final decision on appeals by following their voting processes outlined in the Board Bylaws.

## **LIBRARY FACILITIES AND SPACES POLICY**

Douglas County Libraries (the “Library”) facilities are a community resource and are offered in keeping with our citizens’ constitutional rights for free speech and to assemble. The Library’s *Access Policy* is the basis for use of Library facilities—resources made available in an equitable and impartial manner. Limitations on the use of Library facilities must reflect the Library Code of Conduct or be due to practical business needs and availability.

### **Displays**

Staff creation and management of displays will align with both the Library’s *Access Policy* and *Curating Library Collections and Content Policy*.

The Library will make exhibit, displays, and bulletin board space available to citizens engaged in cultural, intellectual, recreational, civic, educational, or charitable activities.

The Library will apply guidelines equitably to the manner, method and timing of bulletin boards, exhibits and displays. These guidelines may also prohibit items that are in violation of any laws—content that is obscene or deemed to be derogatory or offensive to civil standards.

Use of the Library's facilities for displays, exhibits or notices does not constitute agreement or endorsement of the views presented by the Library, its Board of Trustees, or staff.

### **Event and Meeting Spaces**

The Library will make event and meeting spaces available to citizens engaged in business, cultural, intellectual, recreational, civic, educational, or charitable activities.

The Library may charge for services tied to value-added services for event and meeting spaces.

A group’s use of Library event and meeting spaces does not imply any endorsement of that group’s opinions or views by the Library, its Board, or staff.

### **Petitions and Free Speech Activities**

The Library recognizes and values free speech and is cognizant of our role as a respected, impartial provider of information and services. The Library is a welcoming community space. The Library endeavors to ensure that customers can enter and exit facilities safely, unimpeded, and without being unduly hindered. Members of the public may use designated exterior areas for free speech activity, subject to time, manner and place limitations. These time, manner and place limitations apply to everyone at all Library locations.

## **ALCOHOL POLICY**

### **General**

Serving or consuming alcoholic beverages is prohibited on Douglas County Libraries (the “Library”) property and within or around Library buildings without the execution of and compliance with the Library’s Event and Hospitality Services contract.

### **Conditions to Prior Written Permission to Serve Alcohol**

Written permission to serve and consume wine, beer, liquor, spirits, mixed drinks, or cocktails (hereinafter “alcohol”) may be granted to individuals or entities only under the following conditions:

- A written agreement shall be signed by the appropriate individual or legally authorized entity representative in the form provided by the Library. The form will require the individual or entity to provide specified general liability and other relevant insurance coverages and to indemnify the Library and its officers and employees from any and all liability for use of the Library’s property, including but not limited to alcohol-related liability. *Please request a written agreement from the Library for review of all applicable terms.*
- The Library’s Director of Community Engagement, as applicable, must be satisfied that the alcohol service and consumption requested meets all federal, state and local laws and regulations.
- No Library tax revenue may be used to purchase alcohol served at Library events.
- During the event at which alcohol is proposed to be served and consumed, any and all service and consumption of alcohol must take place within the event space contracted.
- The event at which alcohol is proposed to be served and consumed must be a closed event such that only those individuals or groups receiving written or electronic invitations are eligible to attend. The event shall not be open to the general public or large classes of the general public but must be a special event of special relevance only to a discrete group of defined attendees (e.g., the event must not be one wherein attendance is induced by advertisements, leaflets, or other materials aimed at unspecified individuals).

### **Violations of Library Policy**

Should the Library or its staff become aware that any individual or entity is violating the Library’s *Alcohol Policy* during any event held on Library property, the Library will immediately terminate the event and all event attendees will be asked to leave the Library’s property forthwith. Additional consequences may be imposed on the event’s organizer(s) via the written agreement specified above.

## **CONTRIBUTIONS AND GIFTS POLICY**

Douglas County Libraries (the “Library”) encourages contributions to the Library and/or to the Douglas County Libraries Foundation (the “Foundation”) that are consistent with the Library vision and Foundation mission. The Foundation is a 501(c)(3) organization and operates exclusively for the benefit of the Library.

The Library or the Foundation may accept gifts, and the conditions thereto, or take similar action to reject such gifts based upon the conditions of such gifts or grants. All gifts, when accepted, become the property of the Library or the Foundation, and may not be reclaimed by the donor.

The Executive Library Director or designee will manage all development and fundraising activities with the Foundation.

## **VOLUNTEER POLICY**

Volunteer time on behalf of Douglas County Libraries (the “Library”) is one of the most important ingredients to the success of a free public library system. While generally categorized as “in-kind” services contributed to the Library, the Board of Trustees gratefully accepts volunteer efforts on behalf of the Library. Volunteers are recognized for their support.

The Executive Library Director shall document volunteer activities at least annually for the Board.

Volunteers are responsible for following the guidelines outlined in the DCL Volunteer Handbook.

## **COLORADO OPEN RECORDS POLICY**

Douglas County Libraries (the “Library”) responds and complies with the Colorado Open Records Act (CORA) quickly and efficiently as required by Colorado law – C.R.S 24-72-201.

### **How to Make a Request**

The Library requires customers to make official CORA requests via the form found on the library website at [DCL.org](https://dcl.org). Completed forms must be emailed to [CORA@dclibraries.org](mailto:CORA@dclibraries.org). CORA requests cannot be made anonymously.

### **CORA Request Costs and Deposit**

Colorado Law Section 24-72-205 (6) (b) allows tax-supported institutions to assign reasonable charges for requests. The Library assesses a nominal charge of \$33.58 per hour for research and records retrieval. The Library also charges \$0.25 for each page copied for a request. The Library also charges for any postage or shipping costs associated with a request. Before acting on a request estimated to take more than one hour, the Library requires a deposit equal to the total estimated hours of the request in addition to any copy and shipping charges.

### **Request Turnaround Expectation**

The Library has three working days to respond to a request once received. The Library will communicate to the customer any extenuating circumstances that prevent a response within three working days. The extension of time can be up to an additional seven working days.

The Library will alter its policies and practices in keeping with any changes to Colorado law, and any such changes will supersede any conflicting provisions in this policy or procedures.