



**Board Report  
November 9, 2017**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
REGULAR MEETING, November 9, 2017  
CENTRAL LIBRARY  
CARMACK MEETING ROOM  
4:00 PM

- I. Call to Order
- II. Citizen Comments
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Nancy Hupp, Board Chair
  - C. Friends of the Library, Kathy Kerr
  - D. Michaela Scruggs, Johnson County Library Foundation
  - E. Commissioner Ashcraft, Liaison, Board of County Commissioners
- IV. Reports
  - A. Board Counsel - Fred Logan
    - 1. Report on Merriam project
  - B. Budget Committee Report - Bethany Griffith .....Pg. 4
    - 1. Minutes of the 11.27.17 meeting
  - C. County Librarian Report - Sean Casserley
    - 1. Finances and Statistics - Nicki Neufeld .....Pg. 6
      - a) Personnel Review Committee - Jennifer Mahnken .....Pg. 14
    - 2. Strategic Plan
      - a) Materials handling implementation update - Michelle Olsen .....Pg. 19
    - 3. Comprehensive Library Master Plan - Scott Sime
      - a) Monticello update .....Pg. 27
        - 1. Technology - Jen Mahnken .....Pg. 31
      - b) Lenexa City Center update .....Pg. 38
      - c) Blue Valley update .....Pg. 42
        - 1. Community Development Committee (CDC) memorandum .....Pg. 45
    - D. Updates
      - 1. Writers Conference .....Pg. 46
      - 2. Technology five year plan .....Pg. 51
  - V. Consent Agenda
    - A. Action Items
      - 1. Minutes of the October 12, 2017 Library Board Meeting .....Pg. 64
    - B. Information Items
      - 1. Summary of New and/or Renewed Contracts
      - 2. Financial and Personnel
        - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for September 2017 were handled in accordance with Library and County policy
        - b) The September 2017 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenue & expenditures
    - C. Gift Fund Report

1. Treasurer's Report .....	Pg. 73
VI. Old Business	
VII. New Business	
1. Software and Services Subscription Agreement between Samaritan Software, LLC and the Board of Directors of the Johnson County Library - Fred Logan .....	Pg. 74
2. Computer purchase plan with Dell Computers-Michelle Beesley .....	Pg. 120
3. Approving the recommendation to authorize the amendment to the Public Building Commission Construction Manager as Constructor Guaranteed Maximum Price contract with Turner Construction Co., for the Lenexa City Center Library project .....	Pg. 135
VIII. Executive Session	
IX. Adjournment	

Title: Library Board Budget Committee Summary  
Date: October 27<sup>th</sup>  
Time: 1 pm – 4 pm  
Location: Logan Room, Central Resource Library

## Summary

I gave a high-level presentation on the subject of the budget for Johnson County Library (JCL) to the Library Board budget committee. The presentation covered revenue and expenditures and then defined the two primary funds that JCL uses. The presentation reviewed how the revenue is distributed and then expended.

The presentation showed budget and actual expenses since 2008. It demonstrated that JCL does not go over budgeted costs.

Finally, the committee reviewed Public Building Commission (PBC) debt and other debt incurred before the creation of the PBC.

I have attached the presentation to the email for your review.

We reviewed ARM 10-70-10 that outlines the LIBRARY BUDGET REVIEW AND APPROVAL PROCESS.

In the first meeting we focused on the facts and set the meeting timeline. For the remainder of the year we will meet in October, November and December. Then once more before meeting with the Board of County Commissioners.

At these meetings we will review:

- New Positions
- New Programs
- Significant increases in spending
- Any deletions or cuts in the Library budget
- Capital Improvement proposals

The committee asked that staff create a summary of capital costs that can be shared with the public. The committee also requested a projected debt schedule. There was a brief discussion around the topic of budget increases. The committee would like to understand if the budgetary increases in certain areas are occurring from revenue growth or from the reallocation of funds. The committee would like to see where these cuts are in the budget.

The committee also asked staff to send as much information as we could ahead of time, as it would allow the committee to review and develop questions.

The next portion of the meeting covered the agenda item below:

{Agenda item}  
Expectations

## Summary

1. What level of budget adds/changes/cuts would the committee like to see? An example would be a cost center that increases more than \$100,000.00. Would you consider this a significant change?

Another way to look at this is a combination of percentage change and dollar increase. An example would be a 50% change in cost center of greater than \$200,000.00. This would be a \$100,000.00 change.

Cost centers is the most granular way we would recommend reviewing the budget.

2. Budget orientation that would be more focused and an in-depth examination of the budget with a concentration on cost centers. How they are created, managed and their purpose.

The committee did not come to a definitive decision about what significant budgetary changes meant. The committee did generally think that a \$100,000.00 change, plus or minus, might be a good place to start. This number can be refined over time. The oversight was mainly placed on staffing.

I feel that the budget orientation we provided the committee was a good start and can be a launching point for further questions.

Finally, we reviewed the preliminary staffing budget numbers for the Lenexa City Center Library. We started by reviewing the framework we use for staffing a library location and used Monticello as a model. I have attached supporting documents.

The meeting concluded at 3:45 pm

# JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

September 2017

75% of Year Lapsed

REVENUE ALL FUNDS	2017 Year to Date	2017 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	29,263,858	29,255,726	100%	99%
Ad Valorem Delinquent	279,643	278,294	100%	72%
Motor Vehicle	2,522,646	2,987,490	84%	51%
Library Generated - Copying/Printing	77,427	97,309	80%	54%
Library Generated - Overdues / Fees	467,126	777,365	60%	46%
Sale of Library Books	37,500	57,832	65%	50%
Misc Other	131,977	340,753	39%	27%
Library Generated - Other Charges	79	3,570	2%	22%
Investment	150,885	76,791	196%	35%
Unencumbered Balance Forward	0	42,092	0%	0%
Recreational Vehicle Tax	12,900	7,956	162%	33%
Commercial Vehicle Tax	53,504	68,114	79%	0%
Heavy Trucks Tax	2,306	2,588	89%	104%
Rental Excise Tax	32,953	31,710	104%	56%
State and Federal Grants	132,153	247,260	53%	1%
<b>TOTAL REVENUE</b>	<b>33,164,957</b>	<b>34,274,850</b>	<b>97%</b>	<b>89%</b>

**JOHNSON COUNTY LIBRARY TOTAL REVENUE less Expenses REPORT**  
**September 2017**  
**75% of Year Lapsed**

REVENUE ALL FUNDS	2017 Year to Date	2017 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	29,263,858	29,255,726	100%	99%
Ad Valorem Delinquent	279,643	278,294	100%	72%
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Expenses ALL FUNDS with Collection Encumbrance	2017 Year to Date	2017 Budget	% Categories Expended
Salaries and Benefits	11,363,690	15,918,347	71%
Contractual Services	2,539,656	5,075,450	50%
Commodities	3,595,843	4,173,950	86%
Risk Management Charges	45,822	92,494	50%
Capital / Maintenance / Repair	4,109,684	4,092,493	100%
Transfer to Debt Payment	965,848	975,847	99%
Transfer to Capital Projects	3,587,750	3,583,750	100%
Grants	123,720	247,260	50%
Interfund Transfer	0	115,259	0%
<b>TOTAL EXPENDITURES</b>	<b>26,332,012</b>	<b>34,274,850</b>	<b>77%</b>

**Revenue - Expenses as of September 30, 2017** **6,832,945**

RESERVES ALL FUNDS	As of 12/31/17
Reserves Operating Fund	4,814,395
Reserves Special Use Fund	844,845
<b>Total JCL Reserves as of 12/31/2017</b>	<b><u>5,659,240</u></b>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category**  
**September 2017**  
**75% Year Lapsed**

<b>OPERATING FUND</b>	<b>2017</b>	<b>2017</b>	<b>% Program</b>
<b>Programs</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Administrative Services	2,881,240	5,857,305	49%
Information Technology	1,523,540	2,188,111	70%
Collection Development	2,461,806	3,296,190	75%
Branch/Systemwide Services	9,515,410	13,493,094	71%
Risk Management Charges	45,822	92,494	50%
Grants *	123,720	247,260	50%
Transfer to Capital Projects	4,092,493	4,092,493	100%
Incremental Tax Fund	0	124,178	0%
Interfund Transfer	0	115,259	0%
<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b>20,644,031</b>	<b>29,506,384</b>	<b>70%</b>

\* Includes expenditures for 2017 calendar year only. The life of the grant may cover more than one year.

<b>SPECIAL USE FUND</b>	<b>2017</b>	<b>2017</b>	<b>% Budget</b>
	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Contractual Services (General Maintenance)	0	16,305	0%
Commodities (Capital Equipment)	0	192,564	0%
Transfer to Debt Payment	965,848	975,847	99%
Transfer to Capital Projects	3,587,750	3,583,750	100%
<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>	<b>4,553,598</b>	<b>4,768,466</b>	<b>95%</b>

<b>TOTAL EXPENDITURES</b>	<b>25,197,628</b>	<b>34,274,850</b>	<b>74%</b>
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**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**September 2017**  
**75% Year Lapsed**

<b>ALL FUNDS</b>	<b>2017</b>	<b>2017</b>	<b>% Categories</b>
<b>Categories</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Salaries and Benefits	11,363,690	15,918,347	71%
Contractual Services	2,539,656	5,075,450	50%
Commodities	2,461,459	4,173,950	59%
Risk Management Charges	45,822	92,494	50%
Capital / Maintenance / Repair	4,109,684	4,092,493	100%
Transfer to Debt Payment	965,848	975,847	99%
Transfer to Capital Projects	3,587,750	3,583,750	100%
Grants	123,720	247,260	50%
Interfund Transfer	0	115,259	0%
<b>TOTAL EXPENDITURES</b>	<b>25,197,628</b>	<b>34,274,850</b>	<b>74%</b>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)**  
**September 2017**  
**75% of year lapsed**

<b>OPERATING FUND</b>	<b>Programs</b>	<b>2017 Budget</b>
	Revenue	2,025,288
	Administrative Services	
	Information Technology	
	Collection Development	300,000
	Branch/Systemwide Services	
	Transfer to Capital Projects	1,610,288
	Interfund Transfers	115,000
<b>TOTAL OPERATING FUND EXPENDITURES</b>		<b><u>\$2,025,288</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING OPERATING</b>		<b><u><u>\$0</u></u></b>
<b>SPECIAL USE FUND</b>		<b>2017 Budget</b>
	Revenue:	3,583,750
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	869,097
	Transfer to Capital Projects	2,714,653
<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>		<b><u>\$3,583,750</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE</b>		<b><u><u>\$0</u></u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS</b>		<b><u><u>\$0</u></u></b>

**Scheduled Replacement Account****REVENUE RECEIVED TO DATE**

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250

<b>Total Revenue</b>	<b><u>2,179,250</u></b>
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**2017**

Contractual Services	1,066,219
Building Repair	58,939
Architectural Services	18,000
Furnishings and Office Equipment	73,032
HVAC	138,278
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	36,225

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**1,428,355**

**Budget Remaining**


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**750,895**

JOHNSON COUNTY LIBRARY: GRANTS REPORT

	Expenditures through 9/30/2017	Source	Received	Expenditures	Grant Award	Budget Remaining
285000065	2014 Check up and Check Out	State	7/1/2013	\$3,579.48	\$5,250.00	\$1,670.52
285000078	2017 State Aid Grant	State	2/22/2017	\$122,192.59	\$132,152.62	\$9,960.03

Includes all expenditures and revenues over the life of the grant. (Includes multiple years due to the grants crossing fiscal years).

**Expenditure of Friends of the JCL Donations 2017**

<i>Expenditure Details</i>	<i>Payee</i>	<i>Current Month</i>	<i>YTD</i>
Volunteer Recognition		\$0.00	\$4,437.23
Advertising/Promotion		0.00	0.00
Collection Materials		0.00	0.00
Professional Development/Staff Recognition		0.00	4,159.51
Technology/Recruitment Consulting & Expenses		0.00	0.00
Card Services		0.00	0.00
Homework Help and Tudor.com		0.00	0.00
Summer Reading Club/Elementia		0.00	0.00
Other Library Programming		0.00	0.00
MidAmerica Regional Council		0.00	0.00
Joint Board Meeting Expense		0.00	463.43
Board Travel Expences		0.00	1,011.92
Miscellaneous		0.00	1,065.23
<b>Total Expenditures</b>		<b>\$ -</b>	<b>\$ 11,137.32</b>

## Briefing Sheet

**To:** JCL Library Board  
**From:** Jennifer Mahnken  
**Date:** November 9, 2017

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**Issue:** Personnel Review Committee requests

**Background:**

Every year county agencies and departments have the opportunity to ask personnel to meet the service needs of the organization.

Today we are presenting the staffing request for the Lenexa City Center Library and System-wide services. These items are informational and we will be asking you to take action at the December Library Board meeting.

In creating staffing models, the size of the building, the number of service points, and the types of services offered in the building are factors we take into consideration. We also review data from across the country and research new staffing models.

This location will have seven service points – 3 Circulation, 2 Youth Services, and 2 Information Services. A ratio of 2.5 Full Time Equivalent (FTE) per service point at a 65% on-desk level was used to calculate the number of staff needed. (35% accounts for meetings, project work, sick and vacation time).

This location with its outdoor space and auditorium will feature more programming than our other locations. We want to ensure we have enough staff to meet these needs. This location will feature a separate staffed kiosk for holds pick up, a drive up service.

Current Lackman has 14 FTE, we are requesting an additional 26.8 FTE. Square footage is growing from 17,921 to 40,000.

We are requesting additional system-wide positions, including two additional Assistant Branch Managers for the locations that currently do not have an Assistant Branch Manager.

A project manager is needed to manage projects across the Library. A School Age Coordinator would focus on making connections with elementary schools ensuring that the elementary age group is being served adequately.

A second Early Literacy Coordinator is needed to assist the literacy needs in our community.

The increase in the number and size of our libraries requires the addition of a Collection Selector.

We are seeking two additional Administrative Assistants to manage the increase we are seeing in clerical duties.

## Briefing Sheet

**Alternatives:** If not granted additional staffing for Lenexa City Center Library, Library Administration will need to pull staff from other locations to meet the needs of the new building. This would result in contracted hours at other locations and/or a reduction in services. If the System-wide positions are not granted the organization will look for other means to complete that work. The result will be a slower pace and some potentially underserved populations.

**Review:** Requests have been reviewed by County Budget and JCL Administration in consultation with System-wide Managers.

**Budget Approval:** \$1,564,883 in additional ongoing costs for Lenexa staffing; \$698,869 in additional ongoing costs for non-Lenexa System-wide positions.

**Recommendation:** For information only this month. You will vote on this in December.

**Suggested Motion:** None at this time. Information only.

Lenexa Personnel Review Committee (PRC) Requests ADDITIONAL staff needed  
 updated with 2018 pay numbers

<u>Pages</u>	<u>FTE</u>	<u>Pay</u>	<u>Grade</u>	<u>Annual Salary</u>	<u>Healthcare</u>	<u>Benefits</u>	<u>Total Cost Annually</u>
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
page	0.4	12.66	11.11	10,533			10,533
							<b>126,397 Subtotal Pages</b>
<b>Clerks</b>							
Clerk	1	17.31	13.12	36,005	16,500	6,481	58,986
Clerk	1	17.31	13.12	36,005	16,500	6,481	58,986
Clerk	1	17.31	13.12	36,005	16,500	6,481	58,986
Clerk	1	17.31	13.12	36,005	16,500	6,481	58,986
Clerk	1	17.31	13.12	36,005	16,500	6,481	58,986
Clerk	0.5	17.31	13.12	18,002		3,240	21,243
Clerk	0.5	17.31	13.12	18,002		3,240	21,243
Clerk	0.5	17.31	13.12	18,002		3,240	21,243
Clerk	0.5	17.31	13.12	18,002		3,240	21,243
Clerk	0.5	17.31	13.12	18,002		3,240	21,243
							<b>401,142 Subtotal Clerks</b>



Lenexa Personnel Review Committee (PRC) Requests ADDITIONAL staff needed  
 updated with 2018 pay numbers

**Information Services**

Information Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Information Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Information Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Information Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Information Specialist	0.5	23.01	14.14	23,930		4,307	28,238
Information Specialist	0.5	23.01	14.14	23,930		4,307	28,238
Information Specialist	0.5	23.01	14.14	23,930		4,307	28,238
Information Specialist	0.5	23.01	14.14	23,930		4,307	28,238

**404,854 Subtotal Info Specs**

**Youth Services**

Youth Librarian	1	25.68	16.15	53,414	16,500	9,615	79,529
Youth Info Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Youth Info Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Youth Info Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Youth Info Specialist	1	23.01	14.14	47,861	16,500	8,615	72,976
Youth Info Specialist	0.5	23.01	14.14	23,930		4,307	28,238

**399,670 Subtotal Youth Serv**

**Managers**

Assistant Branch Manager	1	28.69	16.16	59,675	16,500	10,742	86,917
Assistant Branch Manager	1	28.69	16.16	59,675	16,500	10,742	86,917

**173,833 Subtotal Managers**

**Custodial**

Custodian	1	17.31	12.12	36,005	16,500	6,481	58,986
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**58,986 Subtotal Custodians**

26.8

**1,564,883 Total Ongoing Costs**



# Materials Handling

Update – November 2017



# Current

- JCL's Strategic Plan 2014 – 2018
  - Goal 6: People will find Library staff, materials, and services convenient and easy to access
    - Tactic 3: Continuous improvement of materials handling
- CapRock Global Solutions Study
  - Studied Materials Handling Processes
  - Presented Findings - October 2016



# Key Recommendations Update

- Enterprise Chain (E-Chain) Team
- Automated Materials Handling (Sorters)
- Inventory
- Sorting



# Enterprise Chain (E-Chain)

- *Area of Opportunity: Develop an E-chain team to oversee JCL's circulation functions to ensure material movements are handled quickly, safely and cost effectively*
- Project Kick-off December 2017



# Automated Materials Handling

- *Area of Opportunity: Automated discharging creates an opportunity for labor savings*
- Installation of Automated Materials Handling (Sorters) in 2018:
  - Monticello – Q2
  - Antioch – Q4



# Inventory

- *Area of Opportunity: A scheduled inventory...reduces transaction errors and missing items; increases asset accuracy and improves patron satisfaction*
  - Inventory Wand Scheduling & Process Development
    - Antioch
    - Blue Valley
    - Spring Hill
    - Lackman





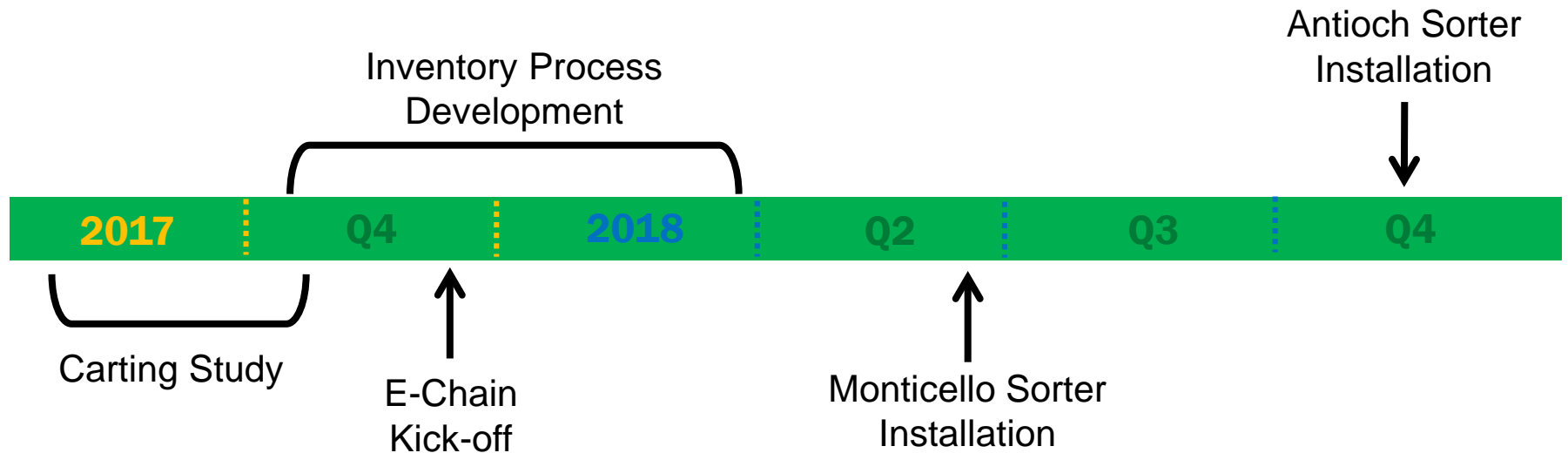
# Sorting

- *Area of Opportunity: Multiple sorting steps at the branch level...adds to handling times and delays getting materials out for patrons.*
  - Removal of Fine Sort + Cart Size Study
    - Central, Blue Valley
  - Informs Purchase of Carts at Monticello



# Materials Handling Projects Update

## Current Timeline



# Monticello Library

Update – November 2017



# Updates

- Construction Update
- Next Steps
- Timeline

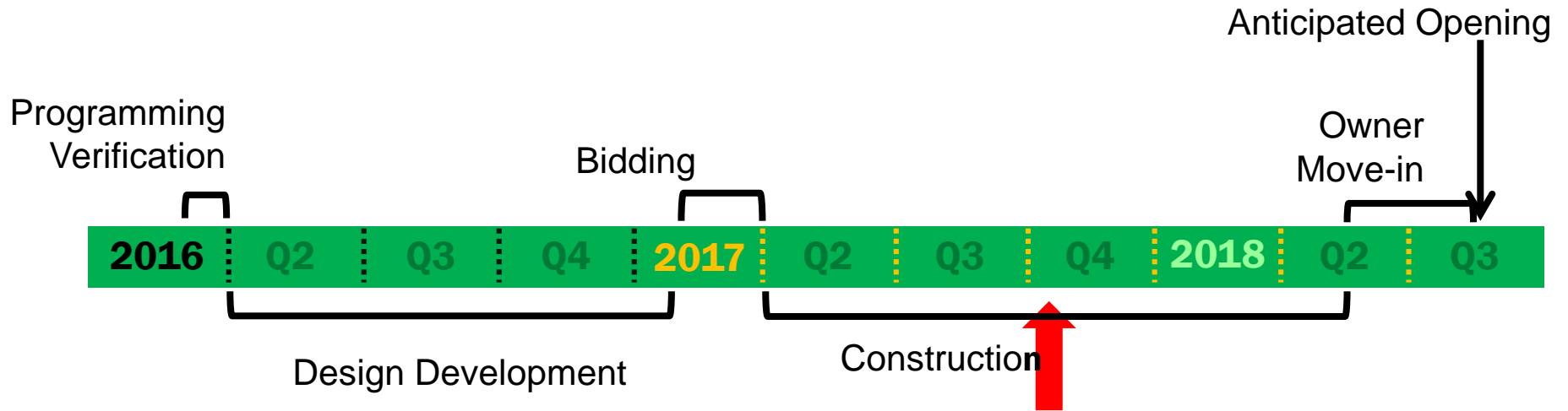


# Next Steps

- More Construction – sealing the building envelope, then interior work
- Hard Hat Tours – please contact Scott for details



# Monticello Library Anticipated Timeline



Briefing Sheet

**To:** Johnson County Library Board of Directors  
**From:** Sean Casserley, County Librarian  
**Date:** November 9, 2017

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**Issue:** Technology at Monticello Library

**Background:** Through the design process, staff from the Library, County Facilities, and the Architect met to discuss types of technology that will be offered at the new Monticello Library. The Library's strategic goal of convenience was a central point of the unfolding discussion.

This narrative is meant to accompany slides presented at the November 9, 2017 Library Board of Directors meeting and will discuss the purpose of offering types of technologies and how we are planning to deliver them for the Monticello Library.

**Public Computers.** Each library location currently has public computers available to provide access to ideas and information. Patrons also use computers to access library resources and perform other tasks. The number of computers is determined by the building's square footage and computer usage at other libraries of similar size. At Monticello, we will have a combination of 36 computers (desktops, laptops, Macs) available for in-library use. This approach is a way to both provide familiarity and to give patrons more flexibility in where they work (this responds to patron comments from our April 2016 public forum about not wanting a large 'computer lab' area). We are also building in flexibility to the building to add or subtract computers as the service area's needs change. Another factor that we took into account is that De Soto school district does not have 1-to-1 devices for students. Our computer count took this into account.

This is in line with the number of public computers at Blue Valley (30) – our next largest location. Computers will be available on both floors. Also anticipated is a photocopier with scanning capabilities, and printing services.

**Conference / Meeting Rooms.** During our patron input session in April 2016, we also heard the desire for multiple conference rooms and for patrons to be able to hook up their own device for display in these rooms. We are responding to these requests by providing wireless display technology (including a wall-mounted monitor and connectivity for devices) with power nearby for charging. The function of these rooms is designed with patron convenience and ease-of-use in mind. These are similar to the conference rooms at Central.

**Public Wi-Fi.** Public wireless internet access will be available at Monticello, similar to all other locations. The Library works in coordination with County DTI (Department of Technology and Innovation).

**Self Checks and Security Gates for materials.** The Monticello library will meet both patron convenience and materials security goals by offering convenient self check service to patrons (currently >85% usage rate), as well as security gates for materials near the Library's entrance.

**Staff Technology.** On the staff side of the building, the Library, County Facilities, and the Architect were asked to provide a more flexible and smaller footprint. The two desired outcomes from this request are: 1) to give more of the overall library space to the public; and, 2) workforce flexibility – ex. working more digitally by having access to a document scanner. Desktop PCs will be used for stationery functions (ex. material processing stations). Where the job function

## Briefing Sheet

requires flexibility, nimbleness, and portability, we are providing laptops. This allows flexibility of location – both inside the library and at other locations.

**Sorter and Conveyance.** Including a sorter and conveyance system is an efficiency for patrons and staff that has been recommended in the Library's Materials Handling study – past return on investment (ROI) work has indicated that automated sorting saves staff time. We have sorters at three locations (Central, Blue Valley, Leawood) – Lenexa City Center and Corinth are also anticipated to include sorters.

The vendor for the sorter / conveyance and RFID systems - Tech-Logic, Inc - was selected through the County's formal RFP process in April-May 2017 (County Facilities, Purchasing). When automation is feasible, its inclusion frees up staff to do higher-level tasks, generally serving patrons more directly.

**Phones and headphones.** Soft Phones and accompanying headphones are necessary to help make the flexible, collaborative workspace as productive as possible for individual team members and ultimately the Library. We will be working with County DTI to implement a new approach where phone calls go through your computer, changing the expectation of having a dedicated phone at every workstation - this will require us to purchase some headphones for staff. We are implementing this technology at Antioch currently to gather best practices.



# Monticello Library

Planning for Opening - Technology – November 2017



# Five Projects to Prepare for Opening

- Hiring and Orientation
- Collection and Storage
- **Technology**
- Collaborative Workspace
- Grand Opening



# Public Technology Needs for Monticello

- Public Computers:
  - Adding 19 desktop PCs
  - 12 laptops (self-service checkout)
  - 5 Macs
  - = 36 computers
- Photocopier with scanning capabilities
- Meeting room technology
- Public Wi-Fi
- Self Checks and Security Gates for materials

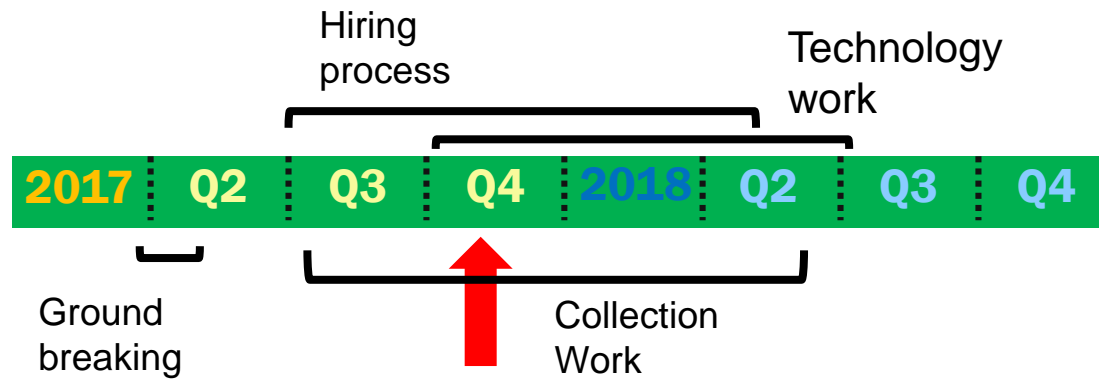


# Staff Technology

- **Staff Computers – mix of 24 laptops and desktops**
- **Sorter**
- **Phones and Headphones**
- **Wifi**



# Monticello Timeline – Planning for Opening Technology



# Lenexa City Center Library

Update – November 2017



# Updates

- Building Project update
- Public Art update
- Next Steps
- Timeline



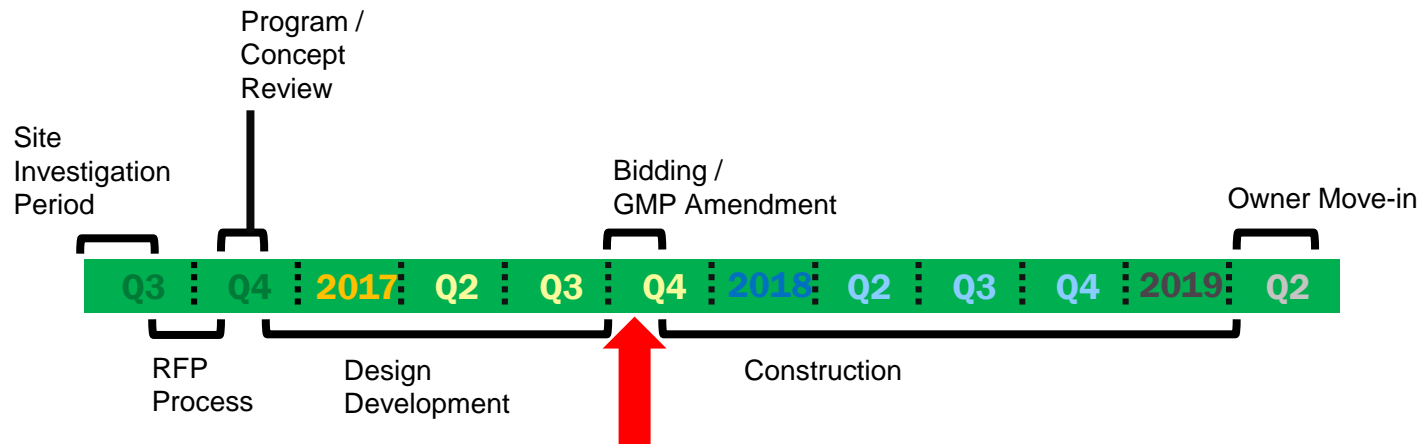
# Next Steps

- 2019 Personnel Review Committee (PRC) Request – anticipated Nov. 2017
- Groundbreaking – Save the Date – morning of Tues 11/28
- Construction start, 2018





# Lenexa City Center Library Anticipated Timeline



(updated 11/2/17)



# Blue Valley Studies

Update – November 2017



# Updates

- City of Overland Park
- Next Steps



# Next Steps

- Meet with City professional staff to discuss process / next steps
- Anticipating JCL Board / BOCC discussion at Joint Meeting (early 2018)



Topic: Meeting with the Community Development Committee of Overland Park

Letter of support for The Rabbit Hole

Date: November 2, 2017

Time: 11:00 am

Location: Central Resource Library

I am providing an update on two topics; the Overland Park Community Development Committee and a letter of support for The Rabbit Hole.

At last night's Community Development Committee meeting, I shared the results from the citizen feedback sessions. The data I presented showed that the community overwhelmingly supports the building of a new library located at the southwest corner of the property. The Community Development Committee agreed with this assessment and supports JCL and the City of Overland Park moving forward. We will now enter into the programming phase of this project.

The goal has always been to get the three governing entities in alignment and agreement. At this stage, the Library Board and the Community Development Committee are in agreement with moving forward with the proposed new building. The final group we need to talk with is the Board of County Commissioners.

We have our annual meeting with the Commissioners in February 2018 and I propose that this is the central topic of discussion.

I would also recommend that Nancy, Fred and I sit down with Chairman Eilert and provide him an update before the February meeting.

Finally, I have written a letter of support for The Rabbit Hole, which Fred has reviewed. I have attached the document to this email. The letter of support will help The Rabbit Hole find funding for their new location and is similar to other letters they are gathering.

# 2017 Writers Conference

November 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup>



# 2017 Writers Conference

“I visited your writers conference this weekend and had a wonderful time. I learned a lot about line editing, and it was very beneficial for my job. I am a local author, and a remote agent for an NY-based agency. I would really love to be a part of next year's conference.”

~ Jenn Haskin



# 2017 Writers Conference

“A woman expressed surprise that a library could accomplish this and provide it free to the public. She raved about the quality of the sessions and the providing of refreshments. She also felt the conference was very well organized. She wanted to know who she could personally thank.” ~ Cassandra Gillig





# 2017 Writers Conference

Portfolio: Education

Goal: People with specific educational or informational needs will be supported by the Library.

Portfolio: Community Building

Goal: People will connect and interact because of Library partnerships and collaborations.

Portfolio: Convenience

Goal: Library staff will engage in a workforce that is collaborative, connected, efficient and effective.



# 2017 Writers Conference

- Congratulations to Helen Hokanson and Joseph Keehn for leading this endeavor!
- Thank you to Kate McNair, Christin Devonshire, Michelle Holden, Christine Peterson, Colleen Olinger, Diane Haner, Rachel Crowe & Chris Koppenhaver , Dennis Ross & Kelly Sime.
- Well done Beth Atwater, Bryan Voell, Cassandra Gillig, Gregg Winsor & Lacie Griffin, JCL staff presenters!



# Technology Planning and Computer Replacements

Michelle Beesley  
Information Technology Manager, Customer Experience Team



# 5-year technology plan



# 3-year technology plan



# Library Technology



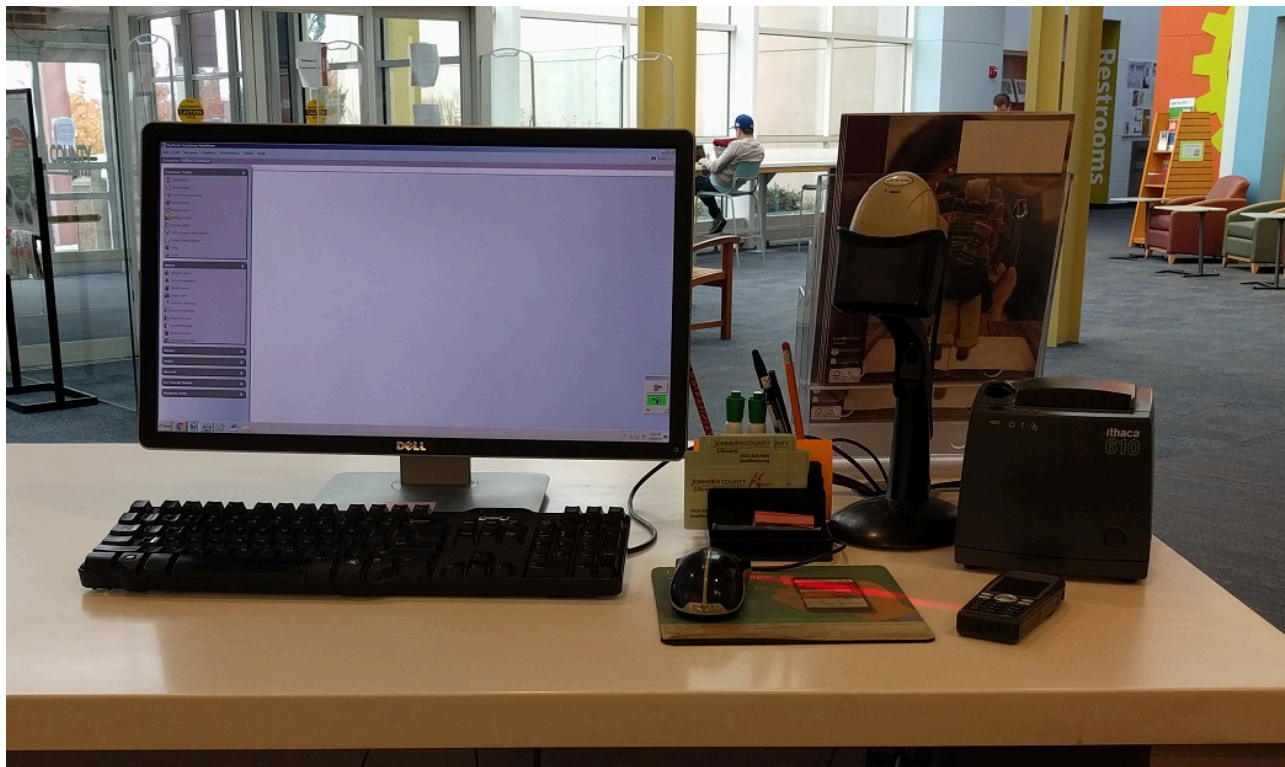
# Computers, specifically

Public Desktop Computers	
Antioch	30
Blue Valley	30
Cedar Roe	18
Central Resource	95
Corinth	27
Desoto	10
Edgerton	4
Gardner	23
Lackman	22
Leawood	30
Oak Park	24
Shawnee	12
Spring Hill	5
Johnson County Adult Ed	16



# Computers, specifically

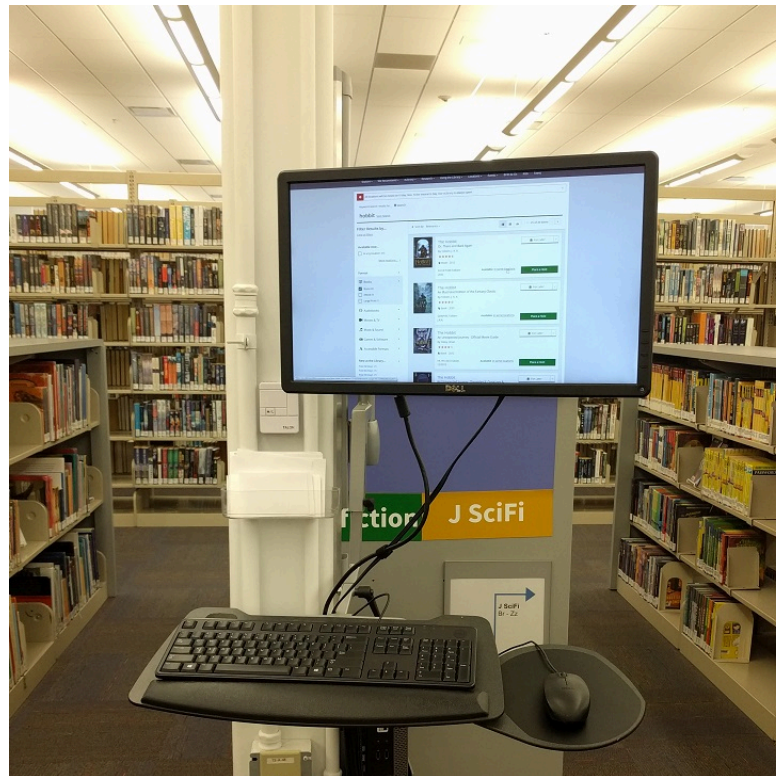
Public service desks





# Computers, specifically

Catalog only computers



# Computers, specifically

## Staff desktop computers



# Computers, specifically

## Staff laptops



# Monitors

855 monitors - public and staff



# Branch Servers



# How do we know what to replace? Inventory!



# Next steps

- 2017
  - Computer and server replacements
  - Ongoing project implementation
  - Monticello planning and preparation
- 2018
  - 3-year technology plans advance a year 2019 – 2020 – 2021
  - Lenexa planning and preparation



**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING  
Thursday, October 12, 2017  
Central Resource Library  
4:00 p.m.**

**BOARD:** Nancy Hupp, Amy Ruo, Donna Mertz, Sheryl Spalding, Bethany Griffith

Absent: JR Riley

**BOARD ATTORNEY:** Not in attendance.

**BOCC:** Commissioner Ashcraft

**FRIENDS OF THE LIBRARY:** Julie Steiner

**STAFF:** Julie Timmins, Michaela Scruggs, Nicki Neufeld, Adam Wathen, Scott Sime, Michelle Beesley, Mike Heffernan, Dave Carson, Christopher Leitch, Christian Madrigal, Laura Hunt, Lacie Griffin, Dennis Ross, Nancy Birmingham, Abby Giersch, Georgia Sizemore, Bradley Debrick, Michelle Olsen, Ron Zluticky

**GUESTS:** Kevin Neal, Lori Ross, Brandy Butcher

Board Chair, Ms. Nancy Hupp called the meeting to order at 4:00

**CITIZEN COMMENTS**

There were none

**BOARD OF DIRECTORS COMMENTS**

Ms. Hupp stated she is looking forward to the Library Lets Loose event this upcoming Saturday.

Ms. Hupp thanked the staff for planning a very informative board retreat.

**FRIENDS OF THE LIBRARY**

Ms. Julie Steiner reported from the Friends

Ms. Steiner started by giving the Board an update on the book sales. There are three bookstores, with the newest location at Central. September was an improved month for book and internet sales. Journey, a teacher edition phonic set sold for about \$145. A Thomas R Benton signed book sold for about \$100. All top 6 sales items were donated to the Friends. International orders were shipped to Australia, Canada, China, Germany, India, Mexico, United Kingdom and Macau.

Ms. Steiner reported that the Friends presented the 2018 slate of officers with a list of seven new board members. Of the seven, three were already elected to fill a few vacant spots this year but will be voted on again this month to start new terms. The nominating committee spent several month interviewing people. The committee had more candidates than open spots but would like to see those candidates participate in other capacities. They are working on adding



nine board members so that when a vacant spot becomes available the committee has people of interest. The terms will also be working out so that there should not be that much turnover at one time. After the board meeting the Friends Board had their second of two work sessions facilitated by JCL's Consumer Technology Librarian, Melody Kinnamon. Lots of work and brainstorming went into this session to address the question "What is the purpose of our board?". Once new leadership is in place for the new year goals and focus will take place.

In other news, November 16<sup>th</sup> – 18<sup>th</sup> is the big Fall Sale. There is a Friends member preview night on November 15<sup>th</sup>.

Ms. Hupp ask if the Friends terms ran from January to January?

Ms. Steiner replied they do.

No other questions.

## **Foundation**

Ms. Michaela Scruggs reported for the Foundation

Ms. Scruggs announced that the Foundation was recently awarded a grant from the Timken Foundation in the amount of \$30,000. She thanked the Timken Foundation representatives that were in attendance.

Ms. Scruggs introduced Mr. Kevin Neal with the Timken Foundation.

Mr. Neal stated that the Timken company is a global company with facilities all over the world. Mr. Neal manages the facility in Lenexa and will be representing the Timken Foundation. The Foundation is separate from the company itself. The Timken Foundation gives charitable donations to local communities where a facility is located. This year Lenexa and the surrounding community was chosen. Mr. Neal reached out to the community, reviewed multiple proposals and spoke in-depth with Interim Foundation Director. Jack and Joy Timken toured the Central Resource Library and the Monticello Library with a great over view of the 6 by 6 program. The Timken Foundation, not only decided to give the grant to the Foundation, but also asked to be recognized in some form with the program. Recognition is not something they normally ask for but the 6 by 6 space at the Monticello is meaningful. Mr. Neal stated on behalf of the Timken Foundation they would like to give the grant to the Foundation for the 6 by 6 program at Monticello.

The Board, the Foundation, Commissioner Ashcraft and the Timken Foundation representatives participated in a check presentation.

Ms. Hupp stated she did some research on the Timken foundation and found they are an Ohio based company. Ms. Hupp asked what kind of service products do they provide?

Ms. Scruggs responded that Timken manufactures ball bearings.

Mr. Neal responded that the company works in a range of bearings. The facility in Lenexa works specifically with railroad bearings.

Ms. Hupp thanked the Timken Foundation for their grant.

Ms. Scruggs stated that this upcoming Saturday is the Library Lets Loose event. She thanked everyone for all of the social media engagement. Ms. Scruggs provided each board member a map of the event and described the different food vendors and experiences that wait for everyone at the event.

Ms. Scruggs communicated that planning for the Stay at Home and Read a Book Ball has already started. This year they will be partnering with the Los Angeles Library Foundation and the Cedar Rapids Library who are each holding a Book Ball on the same day. The Foundation is collaborating and brainstorming on fun ideas on how to interact on social media together.

Ms. Scruggs voiced that the Mount Holyoke luncheon and program will happen on November 11<sup>th</sup> and invited everyone to attend.

No questions.

### **BOARD OF COUNTY COMMISSIONER REPORT**

Commissioner Ashcraft had no comments

### **BOARD COUNSEL REPORT**

No Board Counsel report was given.

### **COUNTY LIBRARIAN REPORT**

Deputy County Librarian, Ms. Tricia Suellentrop, reported to the Board.

Ms. Suellentrop communicated that Mr. Sean Casserley is attending the Urban Library Council conference.

### **FINANCE AND STATISTIC**

Finance Director, Nicki Neufeld, reviewed the August revenue report with the Board. She reported 60% of the year has lapsed, the Library has received 92% the budgeted revenue received. Last year at this time it was about 89%. The library has expended 55% of this year's budget. Spending levels are where they are expected to be.

No other questions.

### **MONTICELLO**

Mr. Scott Sime presented to the Library Board.

Several photos of the construction were shown. The wall frames are in progress and the space is becoming more defined.

Next Steps include working on the interior of the library and the parking lot.

There will be another call for sign-ups for the Hard Hat Tours in November.

Ms. Hupp asked when the tours were anticipated?

Mr. Sime responded that the tours are scheduled once a month on Tuesdays. He would be happy to send out that schedule.

Timeline update: We are in the middle of construction.

Ms. Hupp asked if the building is completely enclosed?

Mr. Sime responded Monticello will be enclosed this fall and work on the interior will begin with dry walling and painting.

## **COMPREHENSIVE LIBRARY MASTER PLAN**

Associate Director for Branch Services, Ms. Jen Mahnken presented to the Library Board.

Ms. Mahnken presented a PowerPoint presentation providing an update on the progress of collection development for Monticello.

Technology has been added as a Monticello project, and the Technology Manager has been included on the project team to coordinate efforts.

Part of the project budget is to purchase materials for the building. The collection will be comprised of 70,000 items that have been pulled from the existing collection and 20,000 new materials. Every week items are being pulled from the different branches to add to the Monticello site. All materials that are pulled are boxed, inventoried and sent to the Central Resource Library for storage.

After the building is enclosed and substantially finished, the collection can start to be stored at Monticello. The next step will be to have the shelving and storing installed. Ms. Mahnken stated it would take about six weeks to shelve the books. Shelving will be completed by staff and volunteers.

Timeline: Collection work has been added to the timeline.

Ms. Griffith asked if special summer volunteering during the summer been considered?

Ms. Mahnken answered that the volunteer coordinator is starting to be included in the different meetings to start to plan the possibilities.

Planning for opening started in June 2017 and will be continued until the second quarter of 2018.

No other questions

## **Lenexa**

Mr. Rick Schladweiler presented a design update to the Board. Mr. Schladweiler reported that the architects have referred to the guiding principles throughout the design process to maintain the vision, goals and focus of the project.

Pictures of the Lenexa City Center site were shown. The building has a stone monumental base and a middle faceted crinkle wall that will give the building a dynamic and architectural feel. The

entrance to the building is to the North. Meeting rooms on the west side of the building will give the library a large loft like space.

The second floor entry has a direct connection to the parking garage with a covered walkway. Immediately upon entering the library there is an area for holds. The spaces on the second floor are dedicated to children and includes a storytime room.

The floor level is divided by a ribbon railing that wraps around the edge of the entire second floor, it is a dramatic element and is intended to create a signature impact.

The landscaping was developed with the Library and the public market in mind. The spaces can reflect each other with the public space in between. The outdoor space has tiered seating that can be used for public programming.

The library lane kiosk is located in the parking garage and will provide service for material returns and pick-up. A conveyor system connects the kiosk and the first and second floor of the library.

Ms. Hupp asked if there will be a single lane for pick up and holds? Which function comes first? How did you decide what came first the book return or the holds window?

Mr. Schladweiler responded that it was decided that the book drop function would be first and the book pickup would be second. This order will give patrons more time to pick up a book while a drop off can be conducted quickly.

Ms. Hupp asked if down the road they figured out that the opposite drive through setup was better, is there an option to change?

Mr. Schladweiler stated that the conveyor system is a complex, but there may be potential to change.

Ms. Ruo asked if there will be a person working in the space?

Mr. Schladweiler responded that a Library staff member will work in the space.

Ms. Hupp asked how patrons will use to send holds to the kiosk.

Ms. Suellentrop stated they will be able to choose the Lenexa Kiosk as a location option when placing a hold.

Commissioner Ashcraft asked what kind of feedback did you get from the City of Lenexa regarding these plans?

Mr. Schladweiler stated that the plans were met with enthusiasm from the City of Lenexa.

Commissioner Ashcraft asked who would be maintaining the landscape?

Mr. Sime answered that the City will maintain a portion, collaborating with the Library for the rest of the landscaping.

Ms. Suellentrop stated that it is important to the City of Lenexa that landscaping have a uniform look, and the Library is in agreement. The best way to achieve uniformity is to contract with City.

Ms. Hupp asked if the site has signage that states where the future library will be located?

Mr. Sime responded that they are currently working on signage that will be posted on Wednesday, October 18<sup>th</sup>.

### **Public Art Update:**

Mr. Sime reported that the October public art commission meeting has been rescheduled to November, and an update will be provided that month.

### **Next Steps:**

- A Personnel Review Committee (PRC) request for 2019 will be presented before the Library Board in November.
- A contract amendment to the Lenexa construction manager contract will be brought to the Board.

Mr. Sime invited the Board to the Lenexa groundbreaking Tuesday, November 28, 2017.

Timeline: Closing out design development and getting ready to start the bidding process.

Ms. Suellentrop shared that the Library has already begun programming the auditorium space at Lenexa City Center. Youth Services hosted a visiting author and bussed middle school students from schools in the area in to participate.

### **Blue Valley**

Two options have been developed for the Blue Valley location. The options were presented to the Library Board in May and the City of Overland Park in June. Both groups asked for public input. The Library provided both an in-person option and online option for public engagement. The in-person public input session was held September 19<sup>th</sup>, with 30 attendees. The Library also requested feedback through social media and received a total of 2100 responses. A postcard was sent to residents who live within 500 feet of the property, inviting them to participate in either the public session or online.

At the in-person public input session two thirds of attendees favored the new building option. Online the majority also supported the new building option.

A third option was discussed at the public input meeting. Patrons liked the idea of the frontage of 151<sup>st</sup> street but were not sure about a two-story building in a residential area.

Mr. Sime shared a breakdown of feedback we received at the public session. 43% of the thoughts focused on the design and the neighborhood. Questions that were asked included:

What is a literacy park? What does that look like? What happens to the existing Blue Valley building? There were also questions about the soccer field.

Mr. Sime stated that in alignment with public feedback, Mr. Casserley's recommendation is Option B, to build a new building.

The next step is working with the City of Overland Park to design a space with their thoughts in mind. November 1<sup>st</sup> the library will meet with the Community Development Committee to share the input that was collected. In early 2018, the library is anticipating a JCL/BOCC discussion.

Ms. Suellentrop extended a huge thank you to all those involved in putting together the public sessions. The Library's Customer Experience team did lots of work behind the scenes to get information about the public input session and online feedback option out. There were staff members working with the City so everyone knew what their speaking roles were. Ms. Suellentrop also thanked Blue Valley staff for preparing the space.

No questions

## Updates

Civic engagement Librarian, Ashley Fick, presented to the board regarding the Martin Luther King Day Library events.

The Library is collaborating with a variety of partners to present programs honoring Martin Luther King Jr. this spring.

The first program the Library will be presenting is called *Gather at the Table*, it is a community conversation to bring people that would not normally interact together to just talk.

An app is being produced by a local company called, Brain Break, that features a landmarks tour that explores the story of segregation in the Kansas City Metro area. Brain Break is creating the app version of the tour called *Detour*, it will go live in February 2018.

A few speakers are scheduled to include:

- KU Professor Megan E. Williams - Lena Horn's advice column that was discussed during the Civil Rights movement throughout the 60's.
- Attorney Nimrod T. Chapel – Will be talking about Civil Rights and the law.
- Local Author, Shane Evans- Illustrator of *Chocolate me*
- Tanner Colby, collaborating with a program called *East is East and West is West*

Part of the films to be presented are

- Whose Streets – Will examine protests
- Planet Negro – By Kevin Willmott, whom will be at the film viewing and available for a question and answer session afterwards.
- Black Enuf – Carrie Hawks, in collaboration with the Nelson Atkins Museum

There will be civil rights photo exhibit by photographer Ken Thompson displayed from January to April at the Central Resource Library.

Commissioner Ashcraft commented that efforts for the collaboration between the County and Johnson County Community College is being spearheaded by Vivian Avery, who has been part of the Olathe Human Relations Committee for a number of years. She proposed that the County recognize the 50<sup>th</sup> anniversary of the assassination of Dr. Martin Luther King Jr. Any connectivity with that program, such as the programs being offered at the Library, will highlight the significance of that event. Commissioner Ashcraft commended the staff for putting this together.

Ms. Suellentrop shared that Mr. Casserley and other Metro Library directors recently made a video to highlight the work of native Missourian, Paul Henning, producer and screenwriter of *The Beverly Hillbillies*. Author Ruth Henning wrote a biography detailing Mr. Henning's life in, *The First Beverly Hillbilly*, which was published by Mid Continent Public Library. Steve Potter from Mid-Continent Public Library, Crosby Kemper from Kansas City Public Library, Nick Haines from Kansas City public television along with our very own County Librarian, Sean Casserley, participated in a short video highlighting the book. The video is not currently on the Library's website.

No other comments

### **CONSENT AGENDA**

Minutes of the September, 2017 Library Board meeting

**Motion:** Ms. Amy Ruo moved to approve the consent agenda.

**Second:** Ms. Griffith

**Motion passed unanimously**

### **OLD BUSINESS**

No old business

### **NEW BUSINESS**

No new business

### **EXECUTIVE SESSION**

Ms. Amy Ruo made the following motion:

I move that the Library Board recess into executive session in the Sunflower Room of the Central Resource Library for a period not to exceed thirty (30) minutes for discussions under the Open Meetings Act exception for non-elected personnel. The subject of the discussion during the executive session will be the personnel evaluation of the County Librarian. The executive session is being conducted to protect the privacy of the employee.

The only persons who shall be present during the executive session shall be the members of the Board of Directors of the Johnson County Library.

The Library Board will reconvene in this meeting room, the Carmack Community Room, at 5:27 p.m.

Unless the Library Board reconvenes in the Carmack Community Room and moves to go back into executive session in the Sunflower Room, it is not anticipated that any action, other than a motion to adjourn, will be taken when the Library Board returns to its regular meeting.

The Library Board went into executive session in the Sunflower Room at 4:57 p.m.

**RETURN TO REGULAR MEETING**

The Library Board returned to the regular meeting in the Carmack Room at 5:27 p.m.

**Adjournment**

**Motion:** Amy Ruo moved to adjourn meeting at 5:27pm

**Second:** Ms. Griffith

**Motion passed unanimously**

Meeting adjourned at 5:27pm

DATE \_\_\_\_\_

SECRETARY \_\_\_\_\_

Bethany Griffith

CHAIR \_\_\_\_\_

Nancy Hupp

SIGNED \_\_\_\_\_

Sean Casserley



**JOHNSON COUNTY LIBRARY  
GIFT FUND  
TREASURER'S REPORT**  
Period: SEP-2017

		Receipts	Payments	Balance
	<b>Opening cash balance</b>			<b>\$127,658.77</b>
	Add Receipts	\$243.76		
	Less Payments		\$0.00	
	<b>Ending Cash balance</b>			<b>\$127,902.53</b>
	Less Liabilities		\$633.50	
	<b>Unobligated cash balance</b>			<b>\$127,269.03</b>

**APPROVED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Briefing Sheet

**To:** JCL Library Board  
**From:** Sean Casserley  
**Date:** November 9, 2017

---

**Issue:** Consider approving award of contract with Samaritan Technologies to provide an Enterprise Volunteer Management Solution in a total contract amount of \$25,610.

**Background:**

In 2016, the library had 1,144 volunteers and over 48,423 volunteer hours. This equates to 25 full time staff positions. The Johnson County Library has been using a software solution from Volunteer Reporter since 2005 .This solution is no longer viable for the management of our volunteer resources and is not consistent in creating reports. The Library collaborated with Johnson County Government in the process of identifying alternative solutions and went through an Informal RFP process in April of 2017.

**Analysis Section:**

On April 12, 2017, Department of Technology and Innovation opened Informal RFP DTI2017-0414 contract to provide an Enterprise Volunteer Management Solution for Johnson County, KS.

The IRFP was advertised in Johnson County, KS Website and Johnson County electronic bidding site powered by Ion Wave Technologies.

A total of four (4) responsive proposals were received and two (2) finalists were interviewed by the evaluation committee consisting of staff from the Department of Technology and Innovation (DTI), Human Services (HS), Developmental Support (JCD), Library (JCL). Samaritan Technologies was the top-ranked firm based on six criteria: (1) Project Approach, (2) Firm Personal, (3) Quality of Similar Work, (4) Overall Responsiveness to RFP, (5) Available Resources and (6) Cost. Samaritan demonstrated a clear and complete understanding of the scope of services, has related experience, and has successfully provided similar services to other comparable agencies.

Firms Submitted	Interviewed	Recommended
Samaritan Technologies	<b>X</b>	<b>X</b>
Better Impact USA Inc.		
Bespoke Software	X	
Logical Blonde LLC		

## Briefing Sheet

**Alternatives:** 1) Continue to use Volunteer Reporter as our software solution, accept the limitations of the software that result in inefficient gathering of volunteer activities and inaccurate reports

**Legal Review:** The County and Library Legal counsels have reviewed the contract documents prior to issuance and will review the contract following its award and prior to execution by the County.

**Recommendation:** Approve the recommendation to award contract with Samaritan Technologies to provide Enterprise Volunteer Management Solution in a total contract amount of \$25,610, per Informal Request for Proposal (IRFP) No. 2017-0414.

**Suggested Motion:** I move to approve the recommendation to award contract with Samaritan Technologies to provide Enterprise Volunteer Management Solution in total contract amount of \$25,610, per Informal Request for Proposal (IRFP) No. 2017-0414.

**LOGAN LOGAN & WATSON, L.C.**

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DAVID M. TYRRELL  
ANDREW V. LOGAN

ALL ATTORNEYS  
ADMITTED IN KANSAS  
AND MISSOURI

**MEMORANDUM**

To: Members of the Library Board, Sean Casserley

From: Fred Logan

Re: Proposed Software and Services Subscription Agreement between the Library Board and Samaritan Technologies, Inc.

Date: November 3, 2017

---

At your November 9 Board meeting, you will consider a proposed Software and Services Subscription Agreement (the Subscription Agreement) with Samaritan Technologies, Inc. We have approved this agreement as to form and we recommend that the Board approve it.

This Subscription Agreement is part of an important collaboration between the County and the Library in the area of information technology. The Library initially identified Samaritan Technologies as a potential provider of a volunteer management system. Members of the Library staff subsequently worked with members of the County staff to broaden the potential use of the volunteer management system to other County agencies.

We recommended that the Library have a separate Subscription Agreement with Samaritan Technologies. We believe that it is important that the Library have the ability to terminate any agreement in which it is involved or to which it is a party in the critical area of information technology. Pursuant to section 6.5, the Library will have that right under the Subscription Agreement. We have also been advised by staff that there is nothing in the volunteer management system that could compromise the Library's information technology system.

We have approved all of the terms of this agreement as to form. We have also reviewed the master agreement between the County and Samaritan Technologies and we found nothing in that agreement that was inconsistent with the Subscription Agreement.

We approve the Subscription Agreement as to form and recommend that the Library Board approve it at its November 9 meeting.

# Software and Services Subscription Agreement

Samaritan Technologies  
265 East 100 South, #290  
Salt Lake City, UT 84111

Draft Date: October 27, 2017

Agreement No.: 20170625-1016-B

## CUSTOMER:

Name:	<b>Board of Directors of the Johnson County Library</b>		
Address:	9875 W. 87 Street	Legal Contact:	Fred Logan Jr., Esq
	Overland Park, KS	Phone:	913-381-1121
Zip Code:	66212	Email:	flogan@loganlaw.com

Samaritan Software, LLC doing business as Samaritan Technologies is referred to herein as "Samaritan" and is engaged in the business of providing online software and database solutions to its licensees. Board of Directors of the Johnson County Library, referred to herein as "Customer", has requested Samaritan to provide an online software and database solution (consisting of Licensed Software and Services) as proposed in Samaritan's duly submitted official iRFP Response #DTI20170414 dated April 28, 2017 (the "iRFP Response") and supplemented by the Johnson County iRFP Statement of Work (the "SOW") as described in **Appendix E** of this Agreement for an Enterprise Volunteer Management Solution (eVMS) as described in Customer's Informal Request for Proposal (iRFP) for Enterprise Volunteer Management Solution (eVMS) No. DTI20170414, issue date 4/12/17 (the "iRFP"), which provides a single consolidated enterprise solution/system for posting volunteer opportunities on the web/online, engaging, recruiting, matching, scheduling, tracking, communicating, managing and reporting of volunteers activities on a specific unit, group, program, department and (Johnson County) enterprise level.

The iRFP Response, iRFP, as supplemented by **Appendix E**, Requirements Response form, Certificate of Liability Insurance, Security Checklist, and Samaritan's Form 6B shall be on file with the Customer and are incorporated herein by reference and made a part of this Agreement. In the event of a conflict between the iRFP Response and the iRFP, the iRFP Response shall take precedence. In the event of a conflict between the contract terms and conditions of the iRFP and the Terms and Conditions of this Agreement, the Terms and Conditions of this Agreement take precedence.

Accordingly, the Parties agree to the following Terms and Conditions.

## Terms and Conditions

### Section 1 – Use of Licensed Software

1.1 **Licensed Software.** The "Licensed Software" will mean the computer program(s) listed in Form 6B and in the Appendix A under the Licensed Software heading.

1.2 **License and Authorized Users.** Subject to the terms and conditions of this Agreement and Customer's compliance therewith, Samaritan grants to Customer a non-exclusive non-transferrable limited term license for Customer's Authorized Users to access and use the Licensed Software (the "License"). The Licensed Software will be resident on Samaritan Servers (defined below). The Authorized Users will access and use the Licensed Software from Customer's Computers (defined below) via the Internet through compatible web browsing software resident on Customer's Computers. Except for the transmission and storage of Customer Data (as described in Section 5.1), Customer and its Authorized Users may not transmit, upload or store any data, computer programs, or other subject matter to or on Samaritan Servers. Customer may access and use the Licensed Software only in the ordinary course of Customer's business operations and only by and through Authorized Users. "Authorized Users" are defined in **Appendix D** under the Authorized Users heading. Authorized Users must be authorized by Customer and must be obligated by Customer to comply with and respect the provisions of this Agreement that relate to Authorized Users or the protection of Samaritan's intellectual property, Licensed Software, Client Software and confidential information. The License and Customer's rights may be further limited as described in **Appendix D**, including Term, Number of Users, and any other limits described in **Appendix D**. If any of the limits in **Appendix D** are exceeded, Customer must pay Samaritan at Samaritan's then-current rates and fees for the excess. Customer and its Authorized Users may access and use the Licensed Software System only in accordance with the Documentation. Exceptions, if any, to this Section 1.2 are set forth in **Appendix E**.

1.3 **Samaritan Servers.** "Samaritan Servers" means the server(s) and any other computer(s), storage media, hardware and system(s) selected or designated by Samaritan for the storage and execution of the Licensed Software for the purpose of allowing Customer's Authorized Users access to and use of such Licensed Software under the License of Section 1.2. The Licensed Software will be served or made available from or by the Samaritan Servers to Customer's Computers via the Internet (see Section 1.4). Samaritan Servers are not dedicated exclusively to the Licensed Software or Customer unless specifically stated otherwise in **Appendix D** under the Assumptions heading. Samaritan Servers may be located at Samaritan's or its contractor's sites as long as the said Servers and Data Stores are domiciled in the continental United States.

1.4 **Customer's Computers.** "Customer's Computers" means computers functioning as Internet clients or workstations that are in the possession and control of Customer's Authorized Users and used by Customer's Authorized Users to access and use Licensed Software as described in this Agreement.

1.5 **Responsibilities of Samaritan.** Samaritan is responsible for the procurement and maintenance and server-side Internet access of the Samaritan Servers and the Licensed Software. Samaritan is also responsible for any operating system and other third party software needed to run the Licensed Software on the Samaritan Servers. Samaritan or its contractor, not Customer, owns and holds the licenses to such third party software. Samaritan (directly or through its contractor) will contract with the applicable third party software licensors for software maintenance and updates and new versions as Samaritan deems appropriate. Samaritan will determine which updates and new versions of the third party software are installed on the Samaritan Servers.

1.6 **Responsibilities of Customer.** Customer, at its expense, is responsible for procuring, installing, implementing, and maintaining Customer's Computers (including system software), compatible web browsing software, Internet access, data feeds, telecommunications, networks, peripherals and any other items and services needed by Customer's Computers and Authorized Users to access (via the Internet) the Licensed Software running on Samaritan Servers, and Customer Data resident on the

Samaritan Servers. Customer will follow Samaritan's then-current reasonable specifications and guidelines with respect to the foregoing. The initial specifications include, but are not necessarily limited to, the "Specified Configuration" identified in **Appendix A**. Updates to the foregoing may be required from time to time as described in update notices from Samaritan. Customer is responsible for procuring, installing and implementing such updates. Customer is responsible for items listed in **Appendix A** as "Customer's Deliverables and as listed in the Service Proposal under "Customer's Responsibility and Deliverables". In the event a conflict between **Appendix A** and the accepted Service Proposal, items listed in **Appendix A** take precedence.

**1.7 Licensed Software Updates and New Versions.** The License includes any maintenance fixes, patches, and updates to and new versions of Licensed Software that Samaritan elects to install on the Samaritan Servers and include in the License of Section 1.2. All such maintenance fixes, patches, updates, and new versions will become part of the Licensed Software. Customer's rights and License will only apply to the then-most-current version of the Licensed Software installed on, and available to Customer's Authorized Users from, the Samaritan Servers. Prior or out-dated versions of the Licensed Software (and any maintenance fixes, patches, workarounds, and updates to such prior or out-dated versions) may be discontinued by Samaritan. Notwithstanding anything herein to the contrary, Samaritan has no obligation to include in the License or make available for access and use by Customer, any future features or functionality of the Licensed Software that represent a substantially new capability or utility of the Licensed Software in the reasonable discretion of Samaritan. Samaritan may condition the inclusion and availability of such future features and functionality on the payment of additional fees and/or on other conditions and terms. If Customer agrees to pay such additional fees and agrees to such other conditions and terms, if any, then that future feature or functionality of the Licensed Software will be included in the License of Section 1.2 and will be Licensed Software under and subject to this Agreement. Exceptions, if any, to this Section 1.7 are set forth in **Appendix E**.

**1.8 No Rights to Code.** Customer and Authorized Users are not entitled to receive any copy of any of the Licensed Software in any form (source code, object code, executable code, or other form). The License is strictly limited to remote access via the Internet as described above. In the event that Customer or any Authorized User does receive any of the Licensed Software, Customer and Authorized Users will not decompile, disassemble or reverse engineer any of the Licensed Software, or distribute or publish any copy of any of it, or modify it or create any derivative work based on it, or in any way facilitate any of the foregoing. Nothing in this Section 1.8 prohibits Customer's Authorized Users from receiving or displaying on Customer's Computers any web pages "served up" by the licensed use of the Licensed Software.

**1.9 Documentation.** To the extent that any documentation or materials (in any form, online, electronic, printed or otherwise) relating to the Licensed Software or Services are made available by Samaritan to Customer or any Authorized User, they are referred to herein as "Documentation" and Customer and its Authorized Users will use such Documentation only to facilitate the licensed use of the Licensed Software (and Client Software, if any) under this Agreement and Customer and Authorized Users will not disclose any of the contents of such Documentation to any third party and will not distribute any copy of any of such Documentation to any third party unless and to the extent only that Samaritan gives specific written permission. Samaritan is the owner of the copyrights to such Documentation.

**1.10 Client Software.** If and to the extent that Samaritan provides to Customer any Client Software, then Customer is licensed to have its Authorized Users use such Client Software on Customer's Computers only for the purpose of enabling or facilitating the licensed access to, and use of, the Licensed Software in accordance with this Agreement, and for no other purpose (the "Client Software License"). "Client Software" is any client software, applet, or program provided by Samaritan to Customer for use

on Customer's Computers for the purpose of enabling or facilitating access to and use of the Licensed Software. Client Software is not Licensed Software. Customer is not entitled to any source code for the Client Software. Customer must not decompile or otherwise reverse engineer the Client Software. Customer must not disclose or distribute any of the Client Software to any third party. The Client Software License will terminate upon any termination of the License of Section 1.2. Upon termination of the Client Software License, Customer must erase or destroy all copies of the Client Software within the possession or control of Customer. Client Software does not include any client software, applet, or program licensed or provided by Samaritan to Customer under a different agreement (e.g., a separate license agreement) or any third party software or products distributed or provided by Samaritan to Customer.

**1.11 Passwords and Access.** User IDs (e.g., logins), passwords and access to the Licensed Software and Customer Data residing on Samaritan Servers will be administered and governed by Samaritan's then-current reasonable guidelines and procedures. Customer is responsible for any and all activities that occur under its accounts(s) and for the confidentiality of all User IDs and passwords of Authorized Users and for the confidentiality of any other security-related information disclosed to Customer. Customer must safeguard such User IDs, passwords, and security-related information. Customer must notify Samaritan of any known unauthorized use of Customer's account(s) and any other breach of security relevant to this Agreement or Samaritan.

**1.12 Security.** Customer is responsible for maintaining adequate technical and procedural access controls and system security requirements and devices to ensure that there is no unauthorized or improper access or use of Customer Computers, Client Software, Licensed Software or Samaritan Servers or violation of data privacy or confidentiality from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, volunteers, clients, customers, affiliates or Authorized Users of Customer. Samaritan is not responsible or liable for any unauthorized or improper access to or use of the Client Software, Licensed Software, Customer Computers, or any Customer Data where such access or use originates outside of Samaritan Servers or from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, clients, customers, affiliates or Authorized Users of Customer. Customer will also be responsible for implementing and maintaining virus detection, quarantine, and eradication capabilities and other similar protections for its computers and systems. These capabilities and protections are not provided by Samaritan to Customer.

**1.13 Personal Information.** Customer and its Authorized Users must not disclose any personally identifiable information (PII), protected health information (PHI), payment card information (PCI) or any other personal information in violation of any law, regulation or government order or the rights of any person. Customer will indemnify Samaritan and its officers, managers, employees, contractors and representatives against, and hold them harmless from, any such violation and any claims of such violation, and any judgments, settlements, damages, awards, expenses, costs, losses, and attorneys' fees.

**1.14 Intellectual Property.** The Licensed Software, Client Software, and Documentation and the copyrights and intellectual property in and to the Licensed Software, Client Software, Documentation and Services are the property of Samaritan (and its licensors, if any, to the extent that the Licensed Software, Client Software, Documentation and Services include any computer programs or intellectual property licensed by such licensors to Samaritan for inclusion in or with the Licensed Software, Client Software, Documentation or Services). Samaritan does not assign or convey ownership of any copyright or other intellectual property to Customer.



## Section 2 - Services

2.1 **Data Storage Services.** As part of the Services, the Customer Data will be stored on Samaritan Servers and available to Customer in connection with its licensed use of the Licensed Software and in accordance with this Agreement (the "Data Storage Services") - see Section 5.1. See also "Temporary Customer Data Storage Services" under Section 6.4.

2.2 **Services - Configuration, Training, Support, etc.** "Services" will mean the Data Storage Services and any configuration services, training, support, maintenance, and other services described in this Agreement and the Statement of Services which is attached as part of **Appendix A** to this Agreement and supplemented by Form 6B. Samaritan will perform the Services for Customer.

2.3 **Additional Services.** If Customer desires additional services or changes to the Statement of Services, the Parties may supplement or amend the Statement of Services of **Appendix A** or add additional Statements of Services to **Appendix A**, but any such supplement, amendment or additional Statement of Services must be agreed to by both Parties in writing. The additional services and changes to Services described in such supplements, amendments and additional Statements of Services will be governed by this Agreement as "Services." The Fees and Payment Schedule of **Appendix B** and Form 6B, will be supplemented or amended or additional Fees and Payment Schedules will be added to this Agreement to specify the fees and charges which must be paid by Customer for the additional or changed Services. If no fees or charges are specified for additional or changed Services, and if Samaritan provides or agrees to provide such additional or changed Services, then upon agreement with the Customer and pursuant to a defined change management process, the Customer must pay to Samaritan the then-current standard fees charged by Samaritan for such additional or changed Services, unless Samaritan has waived in writing the fees or charges for the additional or changed Services. See also Section 4.6.

2.4 **Cooperation.** Customer will make promptly available to Samaritan such information, assistance and cooperation as Samaritan may reasonably request in providing Services to Customer under this Agreement.

2.5 **Licensed Global Publishing Content.** Customer and its Authorized Users may submit "Licensed Global Publishing Content" to Samaritan in accordance with **Appendix F**.

## Section 3 - Support and Maintenance

3.1 **Telephone Support.** Telephone Support shall mean support delivered via telephone or other methods as defined in this Section 3.1. Customer shall be entitled to Telephone Support from Samaritan's customer support personnel. Telephone Support is available during the times and on the days specified in **Appendix A**. Telephone Support is subject to Samaritan's then-current Telephone Support policies, limitations and procedures. The Support Fee entitles Customer to not more than the Maximum Number of Support Hours of Telephone Support as set forth in **Appendix A**. Telephone Support beyond this limit is governed by Section 2.3 of this Agreement as Additional Services. All communications between Customer and Samaritan relating to support issues must be with Customer's support contact person(s) listed in **Appendix C** and such contact person(s) must have received training from Samaritan and must be familiar with any user documentation or other instructions/information provided by Samaritan to Customer. Samaritan has no obligation to communicate with any other Customer personnel or Authorized Users on support issues or on Errors under Section 3.2. Telephone Support (including hours) may also be provided via emails, Internet chat, and faxes or other electronic means rather than telephone,

and the foregoing will apply to such emails, Internet chat, and faxes or other electronic means as part of such support unless specified otherwise in **Appendix A**. As a requirement of the iRFP, Samaritan's Telephone Support personnel will be located in the Continental U.S.

**3.2 Maintenance and Errors.** Samaritan is responsible for the maintenance of the Licensed Software and Samaritan Servers as provided in Section 1.5. Samaritan shall use commercially reasonable efforts to diagnose Errors reported by Customer and to troubleshoot such Errors and to provide maintenance fixes, work-around solutions, or other solutions to such Errors. The term "Errors" as used herein means programming errors in the Licensed Software that materially and adversely causes the Licensed Software to fail to operate or perform in accordance with its then-current Documentation. These Errors do not include any problem or error associated with Customer's responsibilities under Section 1.6, Section 1.12 or a Force Majeure. Errors and Critical Outage Response Times are defined and managed through **Appendix G**, Service Level Agreement. If a problem or error reported by Customer is not an Error as described above and Customer has exceeded the maximum number of support hours per year purchased for this Agreement as set forth in Section C.1. of **Appendix A**, then Customer will pay Samaritan on a time plus expenses basis under Section 2.3 for services either through invoice or through posting the charge to pre-purchased support time, diagnosis, troubleshooting, and workarounds related to such problem or error. Customer will report Errors to Samaritan in accordance with Samaritan's then-current reasonable Error reporting procedure and shall provide to Samaritan reasonably detailed documentation and written explanation, together with underlying data, to substantiate any Error and to assist Samaritan in its efforts to diagnose, reproduce and correct the Error. Samaritan reserves the right to prioritize Errors, including Errors reported by Samaritan's other customers or licensees, and the timing of efforts under this Section, with the understanding that Samaritan must be reasonably diligent.

#### **Section 4 - Payments, Assumptions, and Change Orders**

**4.1 Fees.** Customer will pay to Samaritan the fees and other charges set forth in the Fees and Payment Schedule attached hereto as described in Form 6B and **Appendix B**. Payment of the Subscription fee only entitles Customer to the License of Section 1 for the specified Term. The other fees and charges in Appendix B and Form 6B are payment for the Services specified in the Statement of Services of **Appendix A**. Additional fees and charges may be required as provided in Sections 1.7 and 2.3. All payments to Samaritan under this Agreement will be in United States of America dollars. For each Annual Renewal Period, the fees are subject to increase after review and update by the Customer and by Samaritan.

**4.2 Users.** The License and Customer's rights are limited to and the fees are based on the Number of Users specified in **Appendix D**.

**4.3 Expenses.** In addition to these fees, Customer will reimburse Samaritan for agreed upon costs and expenses (including any travel, lodging and meals) reasonably incurred by Samaritan in connection with any Services provided at a Customer location or any other location other than a facility of Samaritan or the location of Samaritan Servers.

**4.4 Taxes.** The fees and other amounts payable by Customer to Samaritan under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the Licensed Software, Client Software or Documentation accessible by or delivered to Customer, or any license or right granted under this Agreement, or the Services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions or matters contemplated by this Agreement, including any sales, use, excise, value added, personal property, export, import and withholding taxes, and excluding only federal and state taxes based upon Samaritan's net income.

Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse or pay Samaritan for any such taxes payable or collectable by Samaritan. If any taxes are withheld from any payments to Samaritan under this Agreement, Customer must pay such taxes and ensure that Samaritan receives the full amount of all payments as stated in this Agreement.

**4.5 Late Payment, Suspension and Termination.** Any amount not paid by Customer to Samaritan in full in a timely manner will accrue interest at the rate of 1.5% per month or the highest rate allowed by applicable law, whichever is less, and such interest will be promptly paid by Customer to Samaritan in addition to all other amounts payable under this Agreement. If Customer fails to pay to Samaritan, within ten (10) days after Samaritan makes written demand there for, any past-due amount payable under this Agreement (including interest thereon), in addition to all other rights and remedies which Samaritan may have at law or in equity, Samaritan may, in its sole discretion and without further notice to Customer, suspend performance of any or all of Samaritan's obligations and Customer's rights under this Agreement (including, without limitation, the License and support) until all past due amounts are paid in full and Samaritan shall have no liability, during the suspension of such services, with respect to Customer's inability to access or use the Licensed Software or Customer Data. If the failure to pay lasts for more than 30 days after such demand, Samaritan may terminate this Agreement in accordance with Section 6.2.

**4.6 Assumptions.** It is understood that this Agreement and the License and Services are based on the "Assumptions," if any, stated in **Appendix A and other relevant attachments to this Agreement**. If actual loads, traffic, demands or other circumstances are not within such Assumptions, then upon agreement additional fees or charges may be required by Samaritan.

**4.7 Amendments.** If the Parties desire to amend this Agreement, including any **Appendix**, they may do so, but only through the change order process and by a written amendment signed by both Parties.

**4.8 Acceptance.** During the Initial Term after Samaritan completes the initial implementation services specified in Form 6B and **Appendix A** Samaritan will give notice to Customer requesting that Customer determine whether the implementation is acceptable. Customer will have ten (10) business days to inform Samaritan in writing it accepts any functional deliverable presented to Customer with exception of the "Initial Review Period", which is completed as the final step before the product is deemed ready "to go-live" for each department and further defined in this paragraph. Customer will have thirty days (30) (the "Initial Review Period") to give notice to Samaritan either accepting the implementation or stating the reasons why the implementation is unacceptable. If Customer does not provide notice of acceptability or unacceptability within the Initial Review Period then the implementation will be considered accepted by Customer, and all related fees are due for payment (as defined in Appendix B). Upon Customer's use of eRecruiter on a publicly accessible website interface in order to recruit volunteers from members of the public not employed by or affiliated with Customer or the addition of more than thirty (30) volunteer records to the Customer Data stored on the Samaritan Servers beyond any initial data conversion the implementation services will be considered accepted by Customer, and all related fees are due for payment (as defined in Appendix B). If the implementation services are not acceptable, then Samaritan will promptly revise/re-perform the implementation services, at no additional charge to Customer, and then request that Customer determine whether the revised/re-performed implementation is acceptable. Notwithstanding the foregoing, changes, omissions, or additions to Customer's written specifications will not be considered reasons for unacceptability. Customer will have five (5) business days (the "Revision Review Period") to give written notice to Samaritan either accepting the revised/re-performed implementation or stating the reason the revised/re-performed implementation is unacceptable. If Customer does not provide notice of acceptability or unacceptability within the Revision

Review Period then the implementation will be considered accepted by Customer, and all related fees are due for payment (as defined in **Appendix B**). If the revised/re-performed implementation is unacceptable, then Customer may, at its option, either: (a) extend the time for Samaritan to correct the unacceptable implementation and continue acceptance testing in accordance with the procedure set forth above; or (b) give notice to terminate this Agreement to Samaritan

## **Section 5 - Customer Data and Confidentiality**

5.1 **Customer Data.** "Customer Data" means the data of Customer that are transmitted by Customer or an Authorized User to Samaritan's Computers as part of the licensed use of Licensed Software. Transmitting of Customer Data must be in accordance with Samaritan's then-current reasonable specifications and guidelines. Such Customer Data will be kept confidential by Samaritan (and its contractors, if any), subject to Section 5.2 below. Customer warrants that Customer Data and the transmitting and storage of such data will not infringe, misappropriate or violate the rights or intellectual property of any third party. Customer is responsible for the accuracy, integrity, completeness and content of Customer Data.

### 5.2 **Privacy.**

(a) **Individual and Organization Information:** Except as described below (Shared or Published Information) or as required by law, regulation or order of a court or government entity, Samaritan will not disclose, reveal, share, or sell any PII, PHI, or PCI in Customer Data about any individual including name, address, telephone number, or email address, nor will Samaritan disclose any statistical information in Customer Data that identifies any specific individual volunteer or organization without that volunteer's or organization's prior written approval.

(b) **Shared or Published Information:** Samaritan's eCoordinator™ and eRecruiter™ software and services are specifically designed for the purpose of easily sharing volunteerism information. Once Customer chooses to share, disclose, or publish such information, including, but not restricted to, information about individual volunteers, clients (recipients of volunteer service), service opportunities, or organizations by using Samaritan's software, **Samaritan is not responsible for the use, disclosure or publication of the information by or to its recipients. Customer also acknowledges that once such information has been shared, disclosed or published it cannot be retrieved even if Customer should later desire to do so.**

(c) **Use of Customer Data for Statistical Purposes:** Absent written consent from the Customer, Samaritan may not extract data (including Customer Data) stored on Samaritan Servers and compile or create general bulk statistical information about volunteerism and other subjects, and may publish, copy, use, distribute, license and/or sell such general bulk statistical information and authorize others to do so. Such general bulk statistical information must not include PII, PHI, or PCI.

5.3 **Confidential Information of Customer.** With the exception of information such as graphic images, photographs, and other website content provided by Customer to Samaritan for the configuration of the Licensed Software and information published by Customer through Customer's use of the Licensed Software, Samaritan (and its contractors, if any) agrees to consider all information received from Customer in the performance of services listed in this Agreement as confidential and agrees to not disclose the information received.

5.4 **Confidentiality of Samaritan Information.** Subject to the provisions and requirements of the Kansas Open Records Act (KORA), Customer will keep confidential, and will not use for any purpose

other than this Agreement, any information disclosed by Samaritan to Customer about, or that is learned or observed by Customer from, the technologies, methodologies, equipment, software and processes used by Samaritan as well as the Licensed Software, Client Software, Documentation, and Services. Customer will ensure that its employees, agents, representatives and contractors comply with these obligations. Any exceptions to this paragraph may only be granted in writing by Samaritan. This paragraph will not prohibit the Customer from making general comments regarding its user experiences with Services and Licensed Software.

**5.5 Exceptions.** Neither Party will have any obligation under Sections 5.3 and 5.4 above with respect to information that is publicly known at the time of first disclosure to the receiving Party or that is in the receiving Party's possession prior to first disclosure by the disclosing Party to the receiving Party. If through no fault of the receiving Party, any confidential information of the disclosing Party subsequently becomes publicly known, then the receiving Party will thereafter have no obligation under Section 5.3 or 5.4 with respect to such publicly known information. If any information is lawfully disclosed or licensed by a third party to a receiving Party, then Sections 5.3 and 5.4 will not restrict the receiving Party from making any use or disclosure thereof that is lawfully authorized by the third party. If any disclosure of confidential information is required by law, government regulation, or court order, the receiving Party may make such disclosure, but the receiving Party must first give notice thereof to the disclosing Party and cooperate with the reasonable request of the disclosing Party, at the disclosing Party's expense, in seeking and obtaining any protective orders or other protections that might be available. This Section does not apply to or excuse any infringement of copyrights or patent rights. Notwithstanding anything to the contrary, Samaritan has no obligation or restriction with respect to any Feedback - see Section 5.8 below. Notwithstanding anything to the contrary, the restrictions and obligations in this Agreement (or in any other agreement) applicable to Customer Data or any confidential or proprietary information of Customer do not apply to any Licensed Global Publishing Content under **Appendix F**.

**5.6 Pricing and Terms.** Subject to the provisions and requirements of the KORA, Customer will reasonably endeavor to not disclose any of the fees or other pricing or other terms or conditions of this Agreement to any third party or any Authorized User who is not an employee or officer of Customer.

**5.7 No Hire.** INTENTIONALLY OMITTED.

**5.8 Feedback.** Customer and its Authorized Users are invited to provide Feedback to Samaritan. As used in this Agreement, "Feedback" means any feedback, recommendations, criticisms, enhancements, improvements, ideas, features, functionality, capabilities, methods, processes, and information relating to any Licensed Software, Client Software, Services or Samaritan's business. Samaritan has the right, but not the obligation, to incorporate any Feedback into any products, software or services and to otherwise use, implement, make, practice, modify, enhance, and commercialize Feedback without any obligation to account to Customer or Authorized Users. This right also applies to any Affiliates, successors and designees of Samaritan.

## **Section 6 - Term and Termination**

**6.1 Term and Termination.** The "Term" of this Agreement is the "Initial Term" plus any Renewal Period(s). The Initial Term and Renewal Periods are defined in **Appendix D** attached hereto. At the end of the Initial Term, this Agreement may be renewed on a renewal period-to-renewal period basis thereafter, but only if and for each Renewal Period that is agreed to by the Parties in writing. This Agreement will terminate and expire at the end of the Term of this Agreement. The Agreement (including the Term) is subject to earlier termination only as described below or elsewhere in this Agreement.

**6.2 Breach.** If either Party breaches this Agreement and fails to cure said breach within 30

days after receiving notice of said breach from the non-breaching Party, then the non-breaching Party may terminate this Agreement. This Section will not limit the relief, remedies and damages to which the non-breaching Party may be entitled. A failure to make payment is considered a material breach of this Agreement. A party will be deemed in breach of this Agreement for the purposes of this Section if such Party is or becomes insolvent or unable to pay its debts in a timely manner.

**6.3 Effect of Termination.** In the event of any termination or expiration of this Agreement, the following will apply: (a) Sections 4.3, 4.4, 4.5, 5, 6, 7, and 8 and all obligations to indemnify or hold harmless and all provisions relating to the protection of Licensed Software, Client Software, Documentation or Samaritan's intellectual property will survive termination or expiration and remain in effect; (b) Termination or expiration of this Agreement will not affect or delay any payment under this Agreement that accrues or is payable prior to, or that is for any right or Services performed prior to, such expiration or termination; (c) All licenses and rights of Customer under this Agreement will terminate and all access to and use of the Licensed Software, Documentation and Client Software by Customer will terminate; and (d) Services will cease. Customer must ensure compliance of all Authorized Users, employees, agents, representatives, contractors and affiliates with these obligations.

**6.4 Data Storage Without Access Following Termination.** If and as mutually agreed in writing, Samaritan may continue to store Customer Data on Samaritan Servers following termination of this Agreement for an agreed-upon temporary period of time and without Customer or Authorized Users having any license or right to use any Licensed Software or Client Software or to transmit or access Customer Data to or from Samaritan Servers (the "Temporary Customer Data Storage Services"). If the Parties do not reach agreement on Temporary Customer Data Storage Services within 30 days of the termination or expiration of this Agreement or if the Customer declines Temporary Customer Data Storage Services, then Samaritan may erase or destroy the Customer Data. No later than 27 days after the termination or expiration of this Agreement Customer may request and be granted by Samaritan a temporary access to the Licensed Software not to exceed 72 hours in order to export the Customer Data, but for no other purpose. Such Temporary Customer Data Storage Services will be considered Services under this Agreement and the provisions of this Agreement that are relevant to the Customer Data Storage Services will survive termination and remain in effect for such purpose for the duration of the temporary storage. If the License and this Agreement are fully reinstated by mutually written agreement of the Parties, then the stored Customer Data will be available to Customer for access and use in accordance with the reinstated License and Agreement.

**6.5 Termination Without Cause.** At its convenience, Customer may terminate this Agreement or any SOW at any time for any reason or no reason without cause upon ten (10) days written notice specifying the effective date and scope of such termination. In the event of termination pursuant to this subsection, Customer will be liable to Samaritan for all one-time fees for services already performed by Samaritan, for any software subscription license fees, or recurring fees through the effective date of termination, and any Customer authorized expenditures made by Samaritan on behalf of customer prior to Samaritan's receipt of the termination notice. Additionally, Samaritan shall refund to Customer all pro-rata unused software subscription license fees or other service fees paid for the Services or project materials as of the effective date of termination.

## Section 7 - Disclaimers, Limitations, Warranties, and Indemnification

**7.1 Disclaimer.** SAMARITAN MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE LICENSED SOFTWARE, CLIENT SOFTWARE, DOCUMENTATION, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THERE IS NO WARRANTY THAT THE LICENSED SOFTWARE, CLIENT SOFTWARE, DOCUMENTATION OR SERVICES ARE ERROR FREE OR THAT THEY WILL BE UNINTERRUPTED. SAMARITAN DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SAMARITAN MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE, SOFTWARE OR PRODUCT OF ANY THIRD PARTY. Samaritan shall have no liability under any provision of this Agreement or otherwise with respect to any performance problem, claim of infringement, or other matter to the extent attributable to: (a) any unauthorized or improper access, use or modification of the Licensed Software, Documentation, Client Software or Services, or (b) any combination of any of the Licensed Software, Documentation, Client Software and/or Services with anything not provided by Samaritan (other than as specified in the Specified Configuration provided by Samaritan), or (c) any third party data, or (d) any act or omission by Customer, its affiliates or its Authorized Users, employees, agents, representatives, contractors, clients or customers, or (e) any breach of this Agreement by Customer. Customer is solely responsible for the results obtained from the use of the Licensed Software, Documentation, Client Software, and Services and any reliance thereon.

**7.2 Limitation on Liability.** SAMARITAN'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE, LICENSE, CLIENT SOFTWARE, DOCUMENTATION, OR SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) WILL NOT EXCEED THE INSURANCE COVERAGE AMOUNTS SET FORTH IN SAMARITAN'S CERTIFICATE OF INSURANCE. SAMARITAN WILL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS, REVENUE, OR BUSINESS, EVEN IF SAMARITAN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SAMARITAN IS NOT RESPONSIBLE FOR LOSS OF USE OF ANY WEBSITE, INTERNET ACCESS, HARDWARE OR SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE PERFORMANCE, EQUIPMENT, SOFTWARE, OR SYSTEM, OR CLAIMS BY ANY PARTY OTHER THAN CUSTOMER. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS ARISING UNDER AND/OR COVERED BY THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 7.9 OF THIS AGREEMENT. THIS AGREEMENT, AND SECTION 7 IN PARTICULAR, DEFINES A MUTUALLY AGREED UPON ALLOCATION OF RISK AND THE FEES AND OTHER CONSIDERATION HAVE BEEN SET TO REFLECT SUCH ALLOCATION.

**7.3 Responsibility for Results and Third Party Web Sites, Content, Services, and Products.** Customer acknowledges that the Licensed Software is a complex software application and that Customer and its Authorized Users, and anyone else relying thereon are cautioned and expected to verify any results or work product obtained through use of the Licensed Software, Client Software, Services, and Documentation. Samaritan will not be responsible or liable for such results or work product. The Licensed Software or its use may enable or invite links to the websites of third parties or the use of third party content, data, services, or products. Samaritan makes no warranty, express or implied, concerning such third party web sites or third party content, data, services, or products, or third party privacy or use policies or practices, and they are accessed, used and relied upon at the sole risk of Customer and its Authorized Users. Samaritan will have no liability or obligation relating to any such third party or any third party websites or third party content, services, data, or products, or third party privacy or use policies or practices even if such third party content and/or data are stored on or served from Samaritan Servers.

**7.4 Reliance on Instructions from Customer.** Samaritan may rely on and act in accordance with any instructions, request or information provided to Samaritan by Customer or any of its employees, officers, agents, volunteers, affiliates or contractors, and will incur no liability in doing so. Customer will indemnify Samaritan and its officers, managers, employees and representatives against, and hold them harmless from, any and all claims, actions, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and expenses, arising out of or resulting from Samaritan acting in accordance with such instructions, request or information.

**7.5 Other Limitations.** The warranties made by Samaritan in this Agreement, and the obligations of Samaritan under this Agreement, run only to Customer and not to its Authorized Users, affiliates, agents, representatives, contractors, clients, customers, or any other persons. Under no circumstances shall any Authorized User, affiliate, agent, representative, contractor, client, customer or other person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. Customer shall have no rights or remedies against Samaritan except as specifically provided in this Agreement. Samaritan shall not be deemed Customer's official record keeper for regulatory, government or other purposes and shall have no obligation to retain any records or data on Customer's behalf during the Term or after termination or expiration of this Agreement, but this does not negate or alter Samaritan's obligations with respect to Data Storage Services and Temporary Customer Data Storage Services as expressly stated in this Agreement.

**7.6 Third Party Licensors and Providers.** The limitations, disclaimers and protections of Sections 7.1 to 7.5 may be extended by Samaritan to any third party who licenses or provides to Samaritan any software, data, services, products, or intellectual property relevant to Licensed Software, Client Software, Documentation, Services or this Agreement.

**7.7 Warranties of Customer.**

(a) **Customer Materials.** Customer warrants that any trade names, service marks, trademarks, logos, text, works of authorship, designs, data, and other materials provided by or on behalf of Customer to Samaritan for inclusion in, or for use with, the Licensed Software, Documentation or Services ("Customer Materials") do not and will not (and such inclusion and use do not and will not) infringe, misappropriate, breach or violate any trade name, trademark, service mark, copyright, patent, trade secret or other intellectual property or right of or obligation to a third party and that Customer has provided and granted to Samaritan all rights necessary for such inclusion and use of Customer Materials. Customer shall indemnify and defend Samaritan and Samaritan's affiliates, directors, officers, employees, shareholders, and representatives against, and hold them harmless from, any such claim and any liabilities, judgments, awards, settlements, damages, losses, attorneys' fees, and costs arising from or attributable to such claims or relating to Customer Materials.

(b) **No Unlawful or Disreputable Purpose.** Customer warrants that Customer and its Authorized Users will not access or use any of the Licensed Software, Documentation, Client Software or Services for any unlawful, dishonest, disreputable, illegitimate, or immoral purpose and will not disparage Samaritan or its Licensed Software, Client Software or Services to others. Any breach of this warranty will entitle Samaritan to terminate this Agreement under Section 6.2 effective immediately upon notice and the 30 day cure period will not apply.

**7.8 Warranty by Samaritan.**

Samaritan warrants that if the Licensed Software does not comply with its then-current Documentation in any material respect and Customer gives notice of such non-compliance to Samaritan, then Samaritan



will correct the Licensed Software or provide a work-around solution as the sole and exclusive remedy. If the Documentation is in error, then Samaritan may correct the Documentation.

#### 7.9 Indemnification by Samaritan.

In the event that the Customer's licensed use of the Licensed Software or the Services infringe any U.S. patent, trade secret, copyright, trademark or service mark of a third party, Samaritan shall indemnify Customer as follows:

(a) **Indemnification.** In any litigation by the third party against Customer, Samaritan shall pay any monetary judgments (unless otherwise settled as provided below), including damages, attorneys' fees and costs that are awarded by a court of competent jurisdiction to the third party for such infringement claim. Samaritan shall pay any amount paid to settle such infringement claim or litigation, provided that the settlement is approved in writing by Samaritan. Samaritan shall defend Customer in any such litigation against claims of such infringement and shall pay all attorneys' fees and other costs of such defense. Samaritan does not have any obligation to pay for any other damages of Customer or for any loss of profits or business.

(b) **Conditions.** Samaritan's obligations hereunder are conditioned on the following: (1) Customer must promptly give written notice to Samaritan of any claim against Customer alleging such infringement, (2) Customer must allow Samaritan to control the defense and settlement of such claim and any litigation or arbitration of such claim or infringement and the venue thereof, and (3) Customer must fully cooperate with Samaritan in connection with such defense, settlement, litigation and arbitration. Samaritan shall have no obligation or liability if the infringement or claim arises from or is based upon: (i) any change, modification or addition to the Licensed Software or Services, or (ii) the use or existence of the Licensed Software or Services in combination with anything not sold or provided by Samaritan to Customer, or (iii) the use of the Licensed Software or Services other than as described in the Documentation provided by Samaritan, or (iv) specifications, requirements, trademarks or other Customer Materials requested, specified or required by Customer for the Licensed Software or the Services, or (v) any patent that issues after the date of this Agreement, or (vi) the law of any foreign country or jurisdiction. Customer must mitigate damages in the event of infringement and cooperate with the reasonable request of Samaritan for mitigation. If requested by Samaritan, Customer shall cease access to and use of any infringing Licensed Software or Services. Samaritan shall have no obligation or liability with respect to claims brought by third parties who are affiliated with Customer.

(c) **Injunction or Cessation of Use.** If Customer is enjoined from continued use of any infringing Licensed Software or Services or if Customer ceases use of any Licensed Software or Services at the request of Samaritan under (b) above, then Samaritan shall (at its expense and option): (i) obtain the right for Customer to continue to use the Licensed Software or Services in accordance with the user documentation which accompanied the Licensed Software and this Agreement, (ii) modify the infringing Licensed Software or Services to eliminate the infringement, or (iii) terminate this Agreement and the License.

(d) **Clarifications.** In the event that Samaritan and the third party agree to arbitration, then the foregoing shall apply to such arbitration in the same manner as litigation. Any reference in this Section to "infringement" shall mean, when used in the context of a trade secret, the "misappropriation" of a trade secret.

(e) **Warranties.** WITH RESPECT TO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT BY SAMARITAN, IF ANY, THIS INDEMNIFICATION SECTION 7.9 SHALL GOVERN AND SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SAMARITAN'S SOLE AND

**EXCLUSIVE LIABILITY FOR ANY BREACH OF SUCH WARRANTY AND FOR ANY INFRINGEMENT CAUSED BY OR ATTRIBUTABLE TO THE LICENSED SOFTWARE OR SERVICES.**

(f) **Documentation and Client Software.** This Section 7.9 shall also apply to Documentation and Client Software in the same manner that it applies to the Licensed Software.

(g) **Entire Obligation and Liability.** Samaritan shall have no obligation or liability to Customer other than this Section 7.9 for, or in the event of, any infringement or misappropriation of intellectual property.

**Section 8 - General Provisions**

8.1 **Assignment and Successors.** This Agreement is not assignable or transferable, except that this Agreement may be assigned or transferred by Samaritan to any third party who acquires substantially all of Samaritan’s intellectual property in and to the Licensed Software and who will continue to provide the Services to Customer in accordance with the Agreement for the Term. Any assignee or transferee to whom this Agreement is assigned or transferred must assume the assigning Party’s duties and obligations under this Agreement.

8.2 **Governing Law and Forum.** This Agreement will be governed by the laws of the State of Kansas without giving effect to conflict or choice of law principles. Any litigation between the Parties will be conducted exclusively in a state or federal court of competent jurisdiction within Kansas and such court’s appellate courts. The Parties agree and submit to such exclusive jurisdiction and venue.

8.3 **Force Majeure.** Except for obligations to make payment, neither Party will be deemed in breach of this Agreement or liable for any failure to perform an obligation where such failure is caused by an Act of God, fire, flood, earthquake, storm, terrorism, war, crime, change in law or regulation, any disruption, outage or malfunction of or interference in communications, network, equipment or software, act of any military, civil or regulatory authority, the Internet, any third party, any disruption or delay in supplies, power, or other utilities, any labor dispute or shortage, or circumstances beyond the control of that Party (each of the foregoing is referred to as a “Force Majeure”). It is also understood that downtime of Samaritan Servers and Licensed Software for maintenance, re-location, and other purposes will be necessary from time to time and that unintended interruptions and unscheduled downtime may also occur and are not a breach of this Agreement.

8.4 **Waiver.** Any waiver of any breach or obligation under this Agreement must be in writing and any waiver of a breach will not be construed as a waiver of subsequent or similar breaches.

8.5 **Construction.** This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction will apply against or in favor of either Party. This Agreement is written in, and will be governed by, the English language.

8.6 **Relationship.** Neither Party is the partner, joint venturer, agent or representative of the other Party. Each Party is an independent contractor. There is no employment relationship between the Parties. Neither Party has the authority to make any representations or warranties or incur any obligations or liabilities on behalf of the other Party. Neither Party will make any representation to a third party inconsistent with this Section.

8.7 **Contractors.** Samaritan may subcontract its obligations or responsibilities to subcontractors, but this will not excuse Samaritan from its obligations and responsibilities under this Agreement.

**8.8 Export Laws and Use Outside of the United States.** Customer shall comply with all export laws and regulations and government orders applicable to the Licensed Software, Documentation, Client Software or this Agreement. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Licensed Software, Documentation or Client Software or any confidential or proprietary information to any jurisdiction, country or person in violation of such laws, regulations or government orders. Unless expressly stated otherwise in Appendix D, the License, all use by Customer of the Licensed Software, Documentation, and Client Software is limited to the United States of America.

**8.9 Injunctive and other Equitable Relief.** Each party acknowledges that the restrictions and protections in this Agreement relating to the protection of Licensed Software, Documentation, Client Software, Customer Data and confidential information are reasonable and necessary to protect the other Party's legitimate business and intellectual property interests. Each party acknowledges that any breach of any such restrictions will result in irreparable injury to the other Party for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance and preliminary and permanent injunctions issued by any court of competent jurisdiction, requiring the breach to be cured and enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a Party or any other person may have against the other Party shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 8.9.

**8.10 Entire Agreement.** This Agreement (including the iRFP Response, iRFP, Requirements Response form, Security Checklist, Samaritan's Form 6B, and **Appendices A-H**): (i) represents the entire agreement between the Parties relating to the subject matter of this Agreement, (ii) supersedes all prior agreements, understandings, representations and warranties applicable to the subject matter of this Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both Parties. Any terms or conditions of any purchase order or other document submitted by Customer in connection with this Agreement, the License, any Licensed Software or any Services, which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on Samaritan and are ineffective.

**8.11 Notices.** Notices under this Agreement will be directed to the other Party's notice address provided in **Appendix C** attached hereto. Either Party may amend the name, information and address for its contact person by notice to the other Party, and such notice will constitute an amendment of **Appendix C**. Any notices required by this Agreement must be in writing.

**8.12 Special Conditions and Exceptions.** Special Conditions and Exceptions, if any, are set forth in **Appendix E**. In the event of any conflict between the Special Conditions and Exceptions and the other provisions of this Agreement, the Special Conditions and Exception will govern.

**8.13 Execution and Authority.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each person signing below represents that he/she is duly authorized to execute this Agreement for and on behalf of the Party for whom he/she is signing.

**AGREED TO AND ACCEPTED BY:**

Board of Directors of the Johnson  
County Library  
("Customer")

Samaritan Software, LLC  
("Samaritan")

By (signature): \_\_\_\_\_

By (signature):   
\_\_\_\_\_

Name (print): Nancy Hupp

Name (print): Todd McMullin

Title: Chair

Title: Co-founder

Date: November 9, 2017

Date: 26 October 2017

## Appendix A

1. Licensed Software: Please refer to Appendix H

CLIN	Item	Description	Licensed Usage

As governed by Section 1.7 of this Agreement

2. Client Software

As defined in Section 1.10 of this Agreement

### B. Specified Configuration

1. Specified Configuration (required on Customer computers):  
 Adobe Reader  
 Internet Explorer 11 or Higher  
 And any system software required to run the above software  
 High speed Internet connection  
 (at a minimum 100 kbps, higher speeds recommended)

### C. Statement of Services

1. Support and Maintenance Services:

CLIN 500C      “Basic Customer Support Hours”

As described in Sections 3.1 and 3.2 of the Agreement.

Maximum Number of Support Hours per year: as defined in Form 6B and as supplemented by the SOW.

Standard Customer Support Coverage:

Samaritan shall provide Tier II telephone support via telephone, fax, emails, or Internet chat from 8:00 am to 5:00 pm (Mountain Time) Monday through Friday excluding national and Utah State Pioneer Day holiday listed as the 24<sup>th</sup> of July each year unless falling on a weekend it is observed on the following Monday.

Definitions of Levels of support:

Tier II support, meaning that all support request will be presented to Samaritan's Customer Support department by Customer's documented Support Contact(s) listed in Appendix C during the times and days of support availability defined above.

2. Implementation Services

CLIN 500B "Initial Configuration Hours"

During the Initial Term Samaritan shall configure the Licensed Software, in accordance with the existing features and functionality of the Licensed Software, and per the project scope and specifications described herein or agreed upon by the Customer's documented Support Contact(s) and Samaritan's Support Contact. Total hours purchased for configuration during the initial term is defined in Form 6B and as supplemented by the SOW.

CLIN 500C "Data Conversion Support Time"

Samaritan shall allow the Customer to do a data conversion from a current flat file into the Licensed Software for the purposes of populating the Customer's instance of the Licensed Software with current transfer data. Hours purchased for this event are defined in Form 6B and as supplemented by the SOW.

CLIN 500E "Criminal Background Check – Environmental Set-up Fee"

Samaritan shall connect the Customer's instance to the capability of running background checks inside of their Licensed Software to the provider of choice inside of Samaritan's list of providers. Hours purchased for this event are defined in Form 6B and as supplemented by the SOW.

3. Post Implementation Configuration Change Services

[None at this time]

4. Training

CLIN 600A Basic Training

Samaritan shall deliver during the initial phase up to 12 hours of basic user training as outlined in the final proposal. Classroom training is limited to 10 participants for every 3-4 hour block of time.

CLIN 600B Advanced Training

Samaritan shall deliver during the initial phase up to 6 hours of advanced user training as outlined in the final proposal. Classroom training is limited to 3 participants for every 3-4 hour block of time.

CLIN 600C System Administration Training

Samaritan shall deliver during the initial phase up to 4 hours of system administration user training as outlined in the final proposal. Classroom training is limited to 1 participants for every 4 hour block of time.

5. Standard Additional Services (included at no charge):

Shared Server, Data Center, and FTP Access

The Licensed Software for Customer shall be hosted on a Samaritan Server in conjunction with other of Samaritan's shared server users at Samaritan's own or a sub-contracted managed hosting facility that meets or exceeds current industry standards with restricted physical access, backup power sources, and redundant Internet feeds. Customer personnel, upon request to Samaritan, may be granted FTP (or similar) access to facilitate access and/or storage of website files related to the Licensed Software and this agreement.

Firewall and SSL Certificate

To secure access to the Samaritan Server Samaritan shall maintain the Samaritan Server behind a hardware firewall. Samaritan shall provide a 128-bit Secure Socket Layer (SSL) certificate to encrypt data transfer between the Samaritan Server and Authorized Users.

Server Backup

Samaritan shall perform weekly full backups and daily differential or incremental backups of the Samaritan Server with 4 week tape retention.

Anti-Virus

Samaritan shall protect the Samaritan Server with anti-virus software with updates and additional virus signatures installed as they become available.

**D. Assumptions**

1. Bandwidth allowances: 2 GB. Samaritan assumes that the Customer data transfer bandwidth usage to and from the Samaritan Server will not use more than 2 GB per month. Monthly data transfer in excess of this amount may incur an overage charge of \$1.25 per GB per month.



E. Customer Deliverables

CLIN	Item	Description	Applicable License
900A	General Deliverable	Customer agrees that during all phases of this project they will provide a dedicated point of contact that will participate in weekly conference calls with a dedicated contact client services representative at Samaritan Technologies.	All Licenses
900B	General Deliverable	Customer agrees that any requests for data, data conversions, graphics or the like needed during the design and implementation phase will be agreed upon in writing with specified due dates.	All Licenses
901A	eRecruiter	Customer will indicate a reference webpage which will provide an example of the look and feel to be used in the design of their eRecruiter.	All Licenses
901B	eRecruiter	Customer agrees to supply any customer owned logos or graphics necessary to achieve the desired look and feel of their eRecruiter.	All Licenses
901C	eRecruiter	Customer will indicate which webpage will contain a link to their eRecruiter.	All Licenses
901D	eRecruiter	Customer will indicate their selection of eRecruiter opportunity search methods.	All Licenses
901E	eRecruiter	Customer will specify their default eRecruiter placement and referral options.	All Licenses
901F	eRecruiter	Customer will supply a list of data items that will included in their volunteer reference surveys which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
901G	eRecruiter	Customer will provide	All Licenses

		guidance for the graphical design of any volunteer reference surveys.	
901H	eRecruiter	Customer will indicate whether or not organizations, opportunities, clients, or volunteers require approval for placement.	All Licenses
901I	eRecruiter	Customer will specify which items of eRecruiter functionality are available to the general public and which require login.	All Licenses
901J	eRecruiter	Customer will provide a phone number that volunteers should call when they forget their passwords.	All Licenses
902A	eCoordinator	Customer will supply a list of data items to be included in volunteer profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902B	eCoordinator	Customer will supply a list of data items to be included in opportunity profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902C	eCoordinator	Customer will supply a list of data items to be included in organization profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902D	eCoordinator	Customer will supply a list of data items to be included in client profiles which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902E	eCoordinator	Customer will supply a list of data items that will included in their volunteer surveys which data items are required and the order thereof for eRecruiter and eCoordinator respectively.	All Licenses
902F	eCoordinator	Customer will specify a list of volunteer activity status values which are acceptable for	All Licenses

		volunteer placement.	
902G	eCoordinator	Customer will provide a list of credentials required for opportunity placement.	All Licenses
902H	eCoordinator	Customer will select from among the available format options for dates, times and phone numbers.	All Licenses
902I	eCoordinator	Customer will indicate which surveys are one time use only.	All Licenses
903A	Sign-In Stations	Customer will provide guidance for the graphical design of any sign-in stations.	All Licenses
904A	Background Checks	Customer will indicate their selection of background check packages if integrated background checks are included in the Service Proposal.	All Licenses
904B	Background Checks	Customer will provide a list of volunteer restrictions based on background check outcomes.	All Licenses
905A	Administrative Tools	Customer will specify any user role access requirements.	All Licenses
905B	Administrative Tools	Customer agrees to specify and/or approve the content of any automatic emails to be sent by their volunteer management system.	All Licenses
905C	Administrative Tools	Customer will supply a list of eCoordinator users including their names, email address and phone numbers and the roles to which each will be assigned.	All Licenses
905D	Administrative Tools	Customer will provide a banner graphic for their eCoordinator accounts.	All Licenses
905E	Administrative Tools	Customer will provide information about the organizational hierarchy of their eCoordinator users.	All Licenses
905F	Administrative Tools	Customer will specify their automatic inactivity logout times.	All Licenses
905G	Administrative Tools	Customer will indicate their preference of social media integration options.	All Licenses
905H	Administrative Tools	Customer will assist Samaritan in determining the appropriate	All Licenses

		folder organization for their system and the access and functionality associated there with.	
905I	Administrative Tools	Customer will indicate if any training or test accounts are required.	All Licenses
906A	Conversion and Integration	Customer agrees to provide access to any data that is part of the data conversion in a mutually acceptable format.	All Licenses
906B	Conversion and Integration	Customer agrees to specify and approve the mapping of any old data into their new volunteer management system as part of any data conversion.	All Licenses
906C	Conversion and Integration	Customer agrees to work with Samaritan to determine the interface specifications necessary for any volunteer management system integration.	All Licenses
907A	Training	Customer will agree upon a time and method for any trainings they have ordered.	All Licenses
907B	Training	Customer agrees that after training, customer will be primarily responsible for the configuration of eCoordinator accounts, eRecruiters, eRecruiter add-on modules and sign in stations and any functionality associated there with.	All Licenses
907C	Training	Customer agrees to provide any Tier 1 Support to the authorized end users of its volunteer management system.	All Licenses
907D	Training	If Samaritan provides Train the Trainer training is complete, customer will provide training to the authorized end users of its volunteer management system.	All Licenses

## Appendix B

Fee and Payment Schedule (Yields to Appendix H)

**Initial Term (First Year) Please refer Appendix H:**

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#	Products	Qty	List	(Discount)	Prices	Payment Schedule
	<b>Services</b>					
<b>Totals</b>						

**Additional Years (optional) Please refer to Appendix H:**

Products & Services		Qty	List	Discount	Prices	Payment Schedule

The Annual Subscription Fee, Annual Support Fee, and Other Fees are not subject to increase by Samaritan for any Renewal Period for up to 4 Renewal Periods after the Initial Term

For Additional Services:

Samaritan's then-current standard fees and rates will apply.

## Appendix C

### Notices and Support Contacts

#### Notices Contacts:

Each Party has designated for itself at least one notice address below. Notices relating to this Agreement will be directed to the other Party's notice address as follows:

#### Customer's Notice Address:

Name: Jennifer Mahnken, Associate Director for Branch Services  
Address: 9875 W. 87<sup>th</sup> St. Overland Park, KS 66212

Telephone: (913) 826-4706  
E-mail: [MahnkenJ@jocolibrary.org](mailto:MahnkenJ@jocolibrary.org)

#### Samaritan's Notice Address:

Name: Bruce Behymer  
Address: 265 E. 100 South, Suite 290  
Salt Lake City, UT 84111

Telephone: 801.328.3972  
Fax: 801.328.3966  
E-mail: [notices@samaritan.com](mailto:notices@samaritan.com)

#### Customer's Support Contact Person:

Name: Ron Zluticky, Volunteer Services Coordinator  
Address: 9875 W. 87<sup>th</sup> St. Overland Park, KS 66212

Telephone: 913.826.4302  
E-mail: [ZlutickyR@jocolibrary.org](mailto:ZlutickyR@jocolibrary.org)

## Appendix D

### Limits

#### A. Term

Term = Initial Term plus any Renewal Period(s)

Initial Term = the time period beginning on the date of this Agreement is signed by the Customer and ending one year after the date that a user ID to the Licensed Software is issued to an Authorized User under this Agreement.

Renewal Period = One (1) year renewal for up to 4 Renewal Periods with Samaritan notifying Customer their need to renew ninety (90) days before the expiration of the current performance period.

#### B. Authorized Users

Only Authorized Users may access and use the Licensed Software under this Agreement. "Authorized Users" are defined or described separately for each Licensed Software application as follows:

1. Authorized Users of eCoordinator:
  - (a) Employees. Employees of Customer who access and use eCoordinator for Customer solely within the scope of their employment with Customer will be Authorized Users of eCoordinator.
2. Authorized Users of eRecruiter and eRecruiter extension modules (if any purchased):
  - (a) Employees. Employees of Customer who access and use eRecruiter for Customer solely within the scope of their employment with Customer will be Authorized Users of eRecruiter.
  - (b) Third Parties. Documentation for eRecruiter contemplates that persons (who are not employees of Customer) may access and use eRecruiter. Such persons include potential volunteer coordinators, volunteers, referencers, donors, and approvers who have a relationship with Customer. Such persons will be Authorized Users of eRecruiter, provided that they access and use eRecruiter only as described in the applicable Documentation and only in connection with their relationship with Customer. They may not access or use eRecruiter for any other purpose.
3. Authorized Users of Sign-In (if any purchased):
  - (a) Employees. Employees of Customer who access and use Sign-In for Customer solely within the scope of their employment with Customer will be Authorized Users of Sign-In.
  - (b) Third Parties. The Documentation for Sign-In contemplates that persons (who are not



employees of Customer) may access and use eRecruiter. Such persons include volunteer coordinators and volunteers of the Customer. Such persons will be Authorized Users of Sign-In, provided that they access and use Sign-In only as described in the applicable Documentation and only in connection with their relationship with Customer. They may not access or use Sign-In for any other purpose.

C. Number of Users

The “Number of Users” means the number of users accessing or using the Licensed Software. Each user must be an Authorized User and will be assigned a User ID (e.g., login) and password. The Number of Users must correspond to the number of assigned User IDs.

Number of eCoordinator Users for this License in year: As defined in Form 6B

Number of eRecruiter Users for this License in year: As defined in Form 6B

Number of Sign-In Users for this License: As defined in Form 6B

D. Licensed Features and Functionality

The License for each Licensed Software application or tool is limited to the applicable Licensed Features and Functionality identified in Appendix A, and may not be exercised for any other features or functionality of the application or tool, i.e., Authorized Users are not entitled to access or use any features or functionality of the Licensed Software other than the Licensed Features and Functionality set forth above or added by amendment of the Parties to Appendix A.

## Appendix E

### Special Conditions and Exceptions

The following are "Special Conditions and Exceptions" and are part of this Agreement. In the event of any conflict between any Special Conditions and Exceptions and any other provision in the Agreement, the Special Conditions and Exceptions will govern.

1. The Johnson County iRFP Statement of Work (SOW)
2. Section 8. Insurance of the iRFP is amended to read as follows:

Samaritan shall carry and maintain in force for the duration of the Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits as set forth below:

Technology Professional Liability and Cyber Liability, including Copyright Infringement

1. \$4,000,000 per claim
2. \$4,000,000 annual aggregate

Commercial General Liability:

1. \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
2. \$1,000,000 annual aggregate

Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor's Protection.

Workers' Compensation and Employer's Liability:

1. Statutory Workers' Compensation including an all states endorsement
2. Employer's Liability (E.L. and Disease):
  - a. Bodily Injury by Accident \$500,000 Each Accident:
  - b. Bodily Injury by Disease \$500,000 Policy Limit
  - c. Bodily Injury by Disease \$500,000 Each Employee

Commercial Automobile Liability:

\$500,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

The Board of County Commissioners of Johnson County, KS, its officers, Commissions, Agencies and employees, ("BOCC") shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement shall be subject to the limitation of liability for the claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the BOCC and Samaritan under this Agreement, nor does it apply to the Professional Liability insurance.

Prior to contract execution, Samaritan shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Agreement. Within five (5) business days of expiration of any insurance coverage, Samaritan shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of County Commissioners  
Johnson County, Kansas  
c/o Risk Manager, TFM  
111 South Cherry Street, Suite 2400  
Olathe, Kansas 66061-3486

The full description of the work to be performed, project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal Samaritan or its Agent shall provide certificate Holder not less than thirty (30) days advance written notice of such change in Samaritan's insurance coverage. It is Samaritan's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Samaritan of its obligations under this Agreement.

It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents and employees shall apply in excess of and not contributory with any insurance and self-insurance maintained by Samaritan.

In the event Samaritan procures insurance coverage that is not written on an "occurrence basis", Samaritan shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Samaritan occurring, in whole or in part, during the term of this Agreement (hereinafter "Continuing Coverage"). Samaritan may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Agreement, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Samaritan during the term of this Agreement, or such other method acceptable to the County. Samaritan shall maintain the full limit of coverage as stated above for the Statute of Repose.

## Appendix F

### Global Publishing and Content License Terms and Conditions

#### Section 1 – Global Publishing

1.1 **Global Publishing Folders.** Samaritan’s eCoordinator software user interface provides certain folders called Global Publishing Folders. Any opportunity or organization record that an Authorized User of eCoordinator places into a Global Publishing Folder may be shared with, distributed to, and published on any of several websites for the purpose of increasing that opportunity’s or organization’s exposure and improving the likelihood of recruiting volunteers. Samaritan’s eRecruiter software also allows Authorized Users to submit opportunity and organization records for sharing, distribution and publishing through other websites. The term record as used in this Appendix means any record, data, work of authorship, content or information.

1.2 **Licensed Global Publishing Content.** Any record that Customer or an Authorized User puts into a Global Publishing Folder or otherwise submits through eCoordinator or eRecruiter for sharing, distribution or publishing is referred to herein as “Licensed Global Publishing Content.” Any record or copyrightable material associated with the presentation of volunteer service opportunities or organizations that is part of or linked to by the eCoordinator database records for those service opportunities or organizations is also considered part of the Licensed Global Publishing Content.

#### Section 2 – Publishing License

2.1 **Publishing License.** Customer grants to Samaritan a nonexclusive, worldwide, royalty-free license and right to copy, distribute, publish, reformat, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Licensed Global Publishing Content and to authorize others to do so (the "Publishing License"), with the right to grant sublicenses to others, subject to the restrictions in this Appendix.

2.2 **Reservation of Rights.** Except for the Publishing License and rights granted in this Appendix or elsewhere stated in this Agreement, Customer does not assign or convey to Samaritan any other rights in or to the Licensed Global Publishing Content. This Appendix does not limit any rights and permissible uses that Samaritan would have independent of this Appendix, including rights under the U.S. Copyright Act or other applicable intellectual property laws. Samaritan and its sublicenses retain all rights in any content created by or for Samaritan or its sublicenses in connection with the exercise of the Publishing License or rights to the Licensed Global Publishing Content. Nothing in this Appendix or the Agreement will restrict Samaritan from copying, distributing, publishing or otherwise using content Samaritan obtains from a source other than Customer or its Authorized Users.

2.3 **Links to Customer’s Website.** By providing the Licensed Global Publishing Content, Customer specifically allows Samaritan and its sublicenses to publish or create links from its and their websites to Customer’s website and to publish, distribute and use any links in the Licensed Global

Publishing Content. Customer agrees that any web page to which any portion of the Licensed Global Publishing Content is linked will not spawn any pop-up or pop-under windows.

### **Section 3 – Usage and Changes**

3.1 **Use of Licensed Global Publishing Content.** Samaritan may choose to republish or not republish the Licensed Global Publishing Content at Samaritan's discretion.

3.2 **Changes and Website Terms and Conditions.** It is possible that the terms and conditions of the websites to which Samaritan distributes or published Licensed Global Publishing Content may change from time to time, and Samaritan may make changes or amendments to this Appendix as reasonably needed. If Customer does not agree to any such changes or amendments when notified, then Customer and its Authorized Users must stop all further submissions of Licensed Global Publishing Content and Customer may request that Samaritan disable the Global Publishing feature of Customer's eCoordinator and eRecruiter accounts. Samaritan may discontinue any websites as recipients of Licensed Global Publishing Content from Samaritan and may do so at any time and without notice. Links to the terms and conditions of other websites (but not necessarily all) to which Samaritan may distribute or publish Licensed Global Publishing Content may be found on Samaritan's website or, if not there, may be obtained by request from Samaritan and should be reviewed by Customer and Authorized Users before submitting Licensed Global Publishing Content. Samaritan is not responsible for ensuring compliance of Licensed Global Publishing Content with the terms and conditions of other websites.

### **Section 4 – Consent and Responsibility**

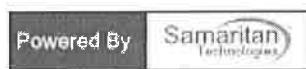
4.1 **Consent.** Placing Licensed Global Publishing Content into a Global Publishing Folder or otherwise submitting Licensed Global Publishing Content is considered a request for distribution and publication and is consent to the exercise of the Publishing License and rights under this Appendix. The distribution or publication of Licensed Global Publishing Content and the exercise of any license or right under this Appendix will not be a breach of confidentiality or other breach of the Agreement by Samaritan.

4.2 **Disclaimer and Responsibility.** LICENSED GLOBAL PUBLISHING CONTENT SHOULD BE LIMITED TO RECORDS RELATING TO VOLUNTEER SERVICE OPPORTUNITIES OR ORGANIZATIONS AND SHOULD ONLY BE SUBMITTED BY AUTHORIZED USERS. SAMARITAN IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED SUBMISSIONS OR FOR THE CONTENT OF ANY SUBMISSIONS. LICENSED GLOBAL PUBLISHING CONTENT SHOULD NOT INCLUDE ANY PII, PCI, OR PHI, AND IT IS CUSTOMER'S RESPONSIBILITY (NOT SAMARITAN'S RESPONSIBILITY) TO PREVENT THE SUBMISSION OF PII, PCI AND PHI. SAMARITAN HAS NO OBLIGATION TO SCREEN, EDIT, CENSOR, MODIFY, CONTROL, OR MONITOR ANY LICENSED GLOBAL PUBLISHING CONTENT, EVEN IF DISTRIBUTED OR PUBLISHED BY SAMARITAN TO OTHERS OR TO OTHER WEBSITES. AFTER LICENSED GLOBAL PUBLISHING CONTENT IS DISTRIBUTED OR PUBLISHED BY SAMARITAN OR ITS SUBLICENSEES, IT MAY BE FURTHER DISTRIBUTED OR PUBLISHED BY OTHERS. SAMARITAN AND ITS SUBLICENSEES WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR SUCH DISTRIBUTION OR PUBLICATION OR FOR ANY MODIFICATIONS OR USES THAT SUBSEQUENTLY RESULT THEREFROM. CUSTOMER AND ITS AUTHORIZED USERS HAVE NO OBLIGATION TO SUBMIT ANY LICENSED GLOBAL PUBLISHING CONTENT, BUT CUSTOMER IS RESPONSIBLE FOR ALL SUBMITTED LICENSED GLOBAL PUBLISHING CONTENT AND WILL INDEMNIFY SAMARITAN AND ITS OFFICERS, MANAGERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND SUBLICENSEES AGAINST, AND HOLD THEM HARMLESS FROM, ANY CLAIMS OR VIOLATIONS OF LAW BASED ON OR CAUSED BY THE LICENSED GLOBAL PUBLISHING CONTENT AND ANY JUDGMENTS, SETTLEMENTS, DAMAGES, AWARDS, EXPENSES, COSTS, LOSSES, FINES, PENALTIES, AND ATTORNEYS' FEES ARISING FROM SUCH CLAIMS OR VIOLATIONS OF LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS INDEMNITY INCLUDES CLAIMS

**FOR VIOLATION OF PRIVACY, DEFAMATION, FALSE ADVERTISING, UNFAIR COMPETITION, AND OTHER TORTS.**

4.3 **Post-Termination Distribution and Publication.** Even if this Appendix or the Agreement or the Publishing License is terminated, or if Customer removes the Licensed Global Publishing Content from all Global Publishing Folders, or if Samaritan discontinues distribution and publication of Licensed Global Publishing Content, it is possible that display and further distribution and publication by others of the Licensed Global Publishing Content to others may continue and Samaritan has no ability or obligation to terminate or control such further distribution and publication.

4.4 **Samaritan Mark and Link.** Samaritan may include the “Samaritan Mark” with any Licensed Global Publishing Content that it or its sublicensee distributes, displays or publishes. Customer will include the “Samaritan Mark” on Customer’s eRecruiter web pages. This will include a link from the Samaritan Mark (and Customer’s eRecruiter web pages) to Samaritan’s website as reasonably requested by Samaritan. The “Samaritan Mark” means the following:



Samaritan, by notice to Customer, may change the Samaritan Mark from time to time, and Customer or Samaritan will update Customer’s eRecruiter web pages with the then-current Samaritan Mark.

## Appendix G

### SERVICE LEVEL AGREEMENT – NON-DEDICATED SERVERS

#### 1.0 General

This Service Level Agreement (“SLA”) sets forth the service level credits available to Customer for Critical Outage Events and Response Time failures.

##### Definitions

The following capitalized terms used in this Appendix shall have the meanings as set out below. Capitalized terms used in the Appendix G but not defined below shall have the meaning as set out in Section 1 of the Agreement.

##### Section 1.

1.0 For purposes of this SLA, the first “contract year” is the Initial Term. Each one-year Renewal Period is also a “contract year.”

1.1 For the purpose of this SLA, Standard Support Hours is defined as Monday through Sunday from 8:00AM to 5:00PM MS/MT.

1.2 For the purpose of this SLA “Critical Support Hours” are defined as being readily 24/7 for any notification that a critical outage has occurred.

#### 2.0 Critical Outage Events

A Critical Outage Event is an unscheduled outage event or series of intermittent unscheduled outage events that causes the Licensed Software, or a major functional component thereof, or Customer Data on Samaritan Servers to become unavailable to Customer for a total of four (4) or more hours within a single twenty-four (24) hour period beginning at the start of the first outage event during the twenty-four-hour (24) period. For purposes of the calculation of credits under Section 5: (a) there will be no more than (1) one Critical Outage Event during any twenty-four (24) hour period, (b) there will be no overlapping of such periods or Critical Outage Events; and (c) a maximum of one Critical Outage Event may occur during any twenty-four (24) hour period.

The SLA target is a level of Zero Critical Outage Events during any contract year.

#### 3.0 Corrective Action - Critical Outage Events

If Customer experiences a Critical Outage Event and Samaritan does not take corrective action according to the timeframes in Section 4, Response Time, to remedy the Critical Outage Event after notice from Customer, then Customer shall have the right to terminate the Software and Services Subscription Agreement and receive a pro-rated refund of the unused portion of annual and licensing fees paid by Customer corresponding to the remainder of the then-

current year following termination. Appropriate corrective action includes isolating and identifying the problem causing the Critical Outage Event, developing and implementing a corrective action plan, and communicating such plan to Customer. Alternatively, if necessary at Samaritan's discretion and with customer acquiescence, appropriate corrective action includes developing and implementing a temporary workaround solution. The action plan should specify the activities required to correct the Critical Outage Event, the order and schedule of corrective actions required, and the Party responsible for performing each corrective action. Each Party will execute the activities assigned to it in the plan Samaritan will monitor the progress made in executing the plan and will provide regular status reports to Customer until the Critical Outage Event is corrected. In order to expedite the corrective actions for a Critical Outage Event, Samaritan may present or make available its corrective action plan and record of actions taken in the form of an "after action" report after access to the Licensed Software and Customer Data has been restored.

Customer will expeditiously work and cooperate with Samaritan to provide any information and assistance reasonably necessary to demonstrate the effects and causes of the Critical Outage Event in a repeatable manner and to develop and implement a corrective action plan.

#### **4.0 Response Time**

Samaritan shall exercise commercially reasonable efforts to document, track and correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by Samaritan. The following definitions will apply to such prioritization:

"Priority 1 Error" means a Critical Outage Event and/or an Error that renders the Licensed Software inoperative or causes the Licensed Software to be unavailable or unusable.

"Priority 2 Error" means an Error, other than a Priority 1 Error, that results in the loss of any major or significant feature or functionality of the Licensed Software or in a significant degradation of the performance of Licensed Software or that significantly restricts Customer's use of the Licensed Software. The classification of Major or Significant functionality loss will be suggested by the Customer and agreed to by Samaritan. The agreed upon classification will be documented along with the issues and a ticket number provided when the issue is reported. For any designation not agreed to, the order of precedence inside of the main terms and conditions of this Agreement will take precedence. If for any reason a change is required to correct the Error that is deemed to not be Samaritan's fault, a change order request with an accompanying bid will be presented to the Customer for approval.

"Priority 3 Error" means an Error, other than a Priority 1, 2, or 4 Error, that results in the loss of any other feature or functionality of the Licensed Software. The customer will be notified of Samaritan's plan for addressing the issue within 72 hours of it being reported.

"Priority 4 Error" means an Error that has a negligible or insignificant impact on Customer's use of the Licensed Software. Samaritan will document these types of Error and



all know bugs in the Knowledge Base that the customer will be provided access to. Absent such documentation and/or access, customer reserves the right to contact Samaritan support without impacting support credits (hours)

**PRIORITIZED RESPONSE TIMES**

<b>PRIORITY 1 ERRORS:</b>	<b>TIME TO RESPONSE</b>	4hours	<b>TIME TO REPAIR</b>	1 Business Day
<b>PRIORITY 2 ERRORS:</b>	<b>TIME TO RESPONSE</b>	4 hours	<b>TIME TO REPAIR</b>	1 business days
<b>PRIORITY 3 ERRORS:</b>	<b>TIME TO RESPONSE</b>	2 business days	<b>TIME TO REPAIR</b>	As scheduled for correction and implementation by Samaritan
<b>PRIORITY 4 ERRORS:</b>	<b>TIME TO RESPONSE</b>	2 business days	<b>TIME TO REPAIR</b>	Indefinite, possibly never

Repair means to correct the Error or provide a reasonable work-around solution consistent with sections 3.2 and 7.8 of the Software and Services Subscription Agreement.

**ESCALATION PATH FOR EMERGENCIES**

<b>Order</b>	<b>Person</b>	<b>Contact Type</b>	<b>Phone/Pager (Duty Pager)</b>	<b>Elapsed Time to Escalate</b>
<b>1</b>	Customer Service Contact assigned to Contract Execution	Client Services	801-328-3972 x20--.	Report error, issue or incident right away escalation
<b>2</b>	Keith Leonard, VP of Operations	Client Services	801-328-3972 x201	4 hours
<b>3</b>	Bruce Behymer, CEO & Product Development Mgr.	CEO	760-809-6589	1 Business Day

The above listed individuals are to be contacted only during the support hours specified by Customer’s selection of support CLINs from Appendix B. Note that the specific individuals named above may be replaced by other individuals at Samaritan’s selection and convenience upon notice to Customer.

## 5.0 Credits

Samaritan will provide a “one (1) day credit” for each unscheduled Critical Outage Event. Customer will not be eligible to receive multiple Critical Outage Event Credits for the same or overlapping twenty four (24) hour period(s) of time. There will be no cap as to the number of credits earned per contract year.

Samaritan will provide a “one (1) day credit” for each Error reported by Customer for which Samaritan does not respond to Customer within the time specified by the Prioritized Response Times table above (“Response Time Credit”).

A “one (1) day credit” means X divided by Y, where X equals the sum of the Annual Subscription Fee and Annual Support Fee for the applicable contract year and Y equals the number of days in the applicable contract year.

Credit must be paid to Customer or applied toward any outstanding balance owed by Customer.

Credits will not be given if the Critical Outage Event or Error is caused by or attributable to (i) any conduct or action of the Customer or its users including, without limitation, their negligence or misconduct, (ii) Urgent Installation of software and/or service requested by the customer’s point of contact and rejected by the Change Management team or by Samaritan. (iii) Force Majeure as defined in the Software and Services Subscription Agreement.

Customer’s right to terminate the Software and Services Agreement under Section 3.0 above and any credits and a pro-rated refund of the unused portion of annual and licensing fees due Customer under this SLA will be the sole and exclusive remedy of Customer for any claim relating to outages or response times.

## 6.0 Security Shut-Downs

Credit will not be given for any events resulting from an interruption or shut down of the Licensed Software due to circumstances reasonably believed by Samaritan to be a significant threat to any of the following: the normal operation of the Licensed Software or services to other customers, or the Samaritan Servers, or access to or integrity of Customer Data or the data of other customers (e.g., hacker or virus attack). In the event of such an interruption or shutdown, Samaritan will return the Licensed Software to normal operation as soon as reasonably practicable in accordance with its reasonable business judgment.

## 7.0 Trouble Ticket

Once Samaritan Support is contacted by the County regarding an error, issue or incident, as defined in Escalation and Response, a ‘ticket’ shall be created and reference number for the ticket provided to the County along with expected resolution time. Ticket resolution will follow the governed by the stipulations in the Response Time section and other sections of the Service Level Agreement.

## Appendix H

Customer Form 6B

### Enterprise Volunteer Management Solution (eVMS)

#### FORM 6B For 25 Coordinators + 3 Admins

#### PROPOSED COST FOR:

### FULLY COMPLIANT "WHITE LABEL" SYSTEM FOR PHASE 1 AGENCIES ONLY

**NOTE #1:** This additional bid is provided in consideration of a more limited scope than the one defined by the RFP. Specifically: Only the Departments of Human Services, Libraries and Support Services will be implemented (referred to as "Phase 1" in the RFP). Licenses and labor related to onboarding additional agencies are not included herein.

**NOTE #2:** As outlined on pages 18-19 of our RFP response, each "phase" will require approximately 22 weeks and 3 milestones to complete. To achieve a launch Phase 1 launch prior to Dec. 31, 2017 it will be necessary to be under contract by June 15, 2017, with a project kickoff no later than July 1, 2017 (preferably earlier). The county will be obligated to provide timely input to maintain the schedule.

**NOTE #3:** The county will assume full responsibility for providing a single source of compiled and normalized data for migration to Samaritan's product using a format provided by Samaritan in Excel (.xlsx). All data consolidation, normalization and reconciliations required across the 3 sources referenced in the RFP will be handled by the county. Samaritan will do the actual transfer and testing ONLY.

**NOTE #4:** Support hours (40) are calculated on the assumption that only the 28 users planned for Phase 1 are being supported between the projected launch date of 12/31/17 and the end of the award year. We also reduced training to accommodate for a smaller set of users.

**Johnson County On-Prem Solution Cost:** Please indicate applicable costs related to your on-prem solution.

Software/Service	Unit cost	# units (est)	Total Cost
Server license fee	N/A	N/A	N/A
Module/system cost, as appropriate	N/A	N/A	N/A
User license fee	N/A	N/A	N/A
Other costs (describe)	N/A	N/A	N/A

**Hosted Solution Cost:** Please indicate applicable costs related to your hosted solution.

Hosted Software/Service	Unit cost	# units (est)	Total Cost
Monthly fee	N/A	N/A	N/A
Annual fee: Samaritan eRecruiter	\$ 1,800	1	\$ 1,800
Annual fee: Samaritan eCoordinator	\$ 450	28	\$ 12,600
Annual fee: Admin Tools (AMS/RMS)	\$ 365	1	\$ 365
Annual fee: Modules (all)	[see grid]	5	\$ 5,000
Annual fee: Test licenses (all)	[see grid]	2	\$ 550
Per user fee	N/A	N/A	N/A
Transaction/usage fee	N/A	N/A	N/A
Initial implementation fee	[See "Professional Services"]		
Data extraction/download fee	N/A	N/A	N/A
Termination fee	N/A	N/A	N/A
Transfer fee	N/A	N/A	N/A
Other fees and costs (please specify)	N/A	N/A	N/A
<b>Total Hosted Solution Cost</b>	<b>\$ 20,315</b>		

**Modifications to Solution:** Please indicate costs for all proposed modifications indicated in the IRFP response.

Description of Modification	Req. Number	Total Cost
Motor Vehicle Checks.	61-62	\$ TBD
Total Modification Costs	[TBD between JOCO, Samaritan and external vendor(s)]	

**Professional Services:** Please indicate hourly rates for all services indicated. Provide high-level estimates for services required to install and implement your solution.

Professional Services	Hourly rate	# Hrs. (est)	Total Cost
Software configuration	\$ 58.00	340	\$ 19,720
Integration services	N/A	N/A	N/A
Project management	\$ 58.00	60	\$ 3,480
Costs associated with data conversion and validation (See Note #3).	\$ 58.00	6	\$ 348
Anticipated travel days	N/A	N/A	N/A
Criminal Background Setup Fee	N/A	N/A	FREE
<b>Total Professional Services Costs</b>	<b>\$ 23,548</b>		

**Training:** Please indicate costs for available training. Include unit cost and cost basis, such as per student, per day, etc.

Training	Unit cost	# units (est)	Total Cost
Technical	N/A	N/A	N/A
Administrative (System Admin)	\$58	4	\$ 232
End User (Coordinators)	\$58	24	\$ 1,392
Additional costs (describe)	N/A	N/A	N/A
<b>Total Training Costs</b>	<b>\$ 1,624</b>		

**Maintenance Costs:** Provide an estimate of costs and expenses associated with the ongoing maintenance and support of the proposed solution.

Maintenance	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total Cost
Version upgrades						
Annual Support (40 hours)	\$2,320	\$2,320	\$2,320	\$2,320	\$2,320	\$11,600
<b>Total Maintenance Costs</b>						<b>\$11,600</b>

Failure to indicate all costs associated with the services being provided, including disclosure of any anticipated travel, printing, or other miscellaneous costs, may result in said fees not being honored or paid by the County.

**Countywide Enterprise Phase 1 Cost (all agencies)**

#	Product & Services	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
1	Maintenance of Hosted	\$20,315	\$20,315	\$20,315	\$20,315	\$20,315
2	Support	\$2,320	\$2,320	\$2,320	\$2,320	\$2,320
3	Implementation	\$23,548	N/A	N/A	N/A	N/A
4	Training	\$ 1,624	N/A	N/A	N/A	N/A
	<b>Total Solution Cost</b>	<b>\$ 47,807</b>	<b>\$22,635</b>	<b>\$22,635</b>	<b>\$22,635</b>	<b>\$22,635</b>

**Library Obligation**

#	Product & Services	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
	Total Solution Cost	\$25,610	12,185	12,185	12,185	12,185
	<b>Total</b>	<b>\$25,610</b>	<b>12,185</b>	<b>12,185</b>	<b>12,185</b>	<b>12,185</b>

**County Enterprise Obligation**

#	Product & Services	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
	Total Solution Cost	\$22,197	\$10,450	\$10,450	\$10,450	\$10,450
	<b>Total</b>	<b>\$22,197</b>	<b>\$10,450</b>	<b>\$10,450</b>	<b>\$10,450</b>	<b>\$10,450</b>

**Countywide Total Solution Costs (Samaritan Format)**

#	Products	Qty	List	(Discount)	Year 1	Years 2-5
100A	eRecruiter (w/ unlimited volunteers)	1	\$2,500	(\$700)	\$1,800	\$1,800
101A	eRecruiter Organization Reg. Module	1	\$2,000	(\$1,000)	\$1,000	\$1,000
101F	eRecruiter Client Registration Module	1	\$2,000	(\$1,000)	\$1,000	\$1,000
101H	eRecruiter Advanced Sign-in Module	1	\$2,000	(\$1,000)	\$1,000	\$1,000
101J	eRecruiter Automated Recognition Module	1	\$2,500	(\$2,500)	FREE	FREE
100B	eRecruiter Test License	1	\$600	(\$250)	\$350	\$350
102C	eCoordinator for 20-39 administrators	28	\$28,000	(\$7,150)	\$12,600	\$12,600
103A	eCoordinator Client Management Module	1	\$2,000	(\$1,000)	\$1,000	\$1,000
103B	eCoordinator Transportation Logistics*	1	\$10,000	(\$9,000)	\$1,000	\$1,000
102G	eCoordinator Test License	1	\$200	--	\$200	\$200
104A	System Administration Tools: Basic	1	\$1,000	(\$645)	\$365	\$365
105A	Application Program Interface (API) usage	UNL	\$1,000	(\$1,000)	FREE	FREE
	<b>Services</b>					
500B	Configuration Hours (all phases & modules)	340	\$42,500	(\$22,780)	\$19,720	N/A
500L	Project Management Hours	60	\$7,500	(\$4,020)	\$3,480	N/A
600A	Basic User Training (6 hour session, webinar)	2	\$1,500	(\$804)	\$696	TBD
600B	Advanced User Training (6 hours, webinar)	2	\$1,500	(\$804)	\$696	TBD
600C	System Administrator Orient. (4 hrs, web)	1	\$1,000	(\$768)	\$232	TBD
500C	Tech Support Hours: Legacy data migrate	6	\$750	(\$402)	\$348	N/A
500C	Technical Support Hours: Tier II support desk	40	\$5,000	(\$2,680)	\$2,320	\$2,320
500E	Criminal Background: 1-time setup fee	1	\$500	(\$500)	FREE	FREE
<b>Totals</b>			<b>\$114,050</b>	<b>(\$58,003)</b>	<b>\$47,807</b>	<b>\$22,635</b>

Briefing Sheet

**To:** Library Board of Directors  
**From:** Sean Casserley, County Librarian  
**Date:** November 9, 2017

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Issue: Consideration of Dell public and staff computer, staff laptop, server and monitor purchase up to the amount of \$150,000.

Background: The Library currently has 365 public desktop computers and 400 staff desktop computers and laptops – all with monitors. Each Library location has a server on-site. This request is to fund scheduled replacement of:

- 25 staff laptops and docks (Dell Latitude 7480 and Dell Business Dock)
- 46 public desktop computers, keyboards and mice (OptiPlex 3050 Microform factor)
- 40 staff desktop computers, keyboards and mice (OptiPlex 7050 Microform factor)
- 100 monitors for both staff and public workstations (E2216H)
- 7 servers (PowerEdge R630)

Analysis: This request will fund replacing aging desktop computers, laptops, monitors and servers coming to the end of their useful life.

**Why replace public and staff computers and laptops and monitors?**

- The goal of regular replacement of computers every 4 – 5 years has historically demonstrated the best balance between the cost of replacement and the cost of maintaining computers.
- Troubleshooting specific issues on aging computers is time consuming for the IT Help Desk.
- Aging and slow staff computers and laptops prevent staff from providing efficient customer service.
- Aging public computers create slow, inconsistent and inconvenient patron experiences.
- The lifespan of a monitor can be shortened by long Library service hours. Regular replacement is required as the monitors become unusable.
- The Customer Experience – Information Technology (CX-IT) team will cover the three- and five-year technology plan with the Library Board Budget Committee in the future to provide more details about the life cycle of public and staff technology.

**Why replace servers?**

- Library infrastructure requires one server at each of the 13 locations to manage software distribution and public computer administration. These vital servers are currently beyond their warranty and at risk for issues.
- An outage of a branch server interrupts patron access to public computers and printing.

**Why Dell computers?**

- The Library CX-IT team applies a standard configuration to public and staff computers and laptops after testing. This standardization allows for the systematic distribution of updates and consistency in troubleshooting. It also allows the quick preparation and deployment of new computers.
- Selecting a brand other than Dell based on price could add complexity to support due to inconsistent troubleshooting, hardware maintenance and upgrades between brands.



## Briefing Sheet

- The Library follows a standard configuration for Dell systems similar to County Department of Technology and Innovation's (DTI) recommendation with modifications as needed for the Library environment and supported equipment.

### **Why purchase in bulk direct from Dell?**

- Purchasing in bulk allows for better pricing than purchasing in smaller batches. The CX-IT team then works to deploy these batches of new systems systematically and efficiently.
- The State of Kansas Contract competitively bid a contract with Dell in April 2015 (Dell State of Kansas procurement contract #40400 runs 4/1/15 – 3/31/20). This contract consistently shows competitive pricing.
- County Purchasing policy and procedure 110-195 allows cooperative procurement from other governmental entities.
- Dell support has been consistently responsive.
- The Library has used Dell's Try and Buy plan to test new configurations as reflected in this bid.
- Purchasing directly from Dell allows easy customization of systems to Library specifications with quick turnaround. Resellers often give competitive pricing for stock systems, but this varies greatly for customized systems.
- CX-IT worked with County Purchasing to ensure that this quote complies with best practices.

The Johnson County Library Board of Directors is required to approve all library purchases of \$100,000 or more. Pursuant to K.S.A. 12-1225b (b), the Library Board and County Librarian must comply with purchasing policies established by the BOCC.

### Alternatives:

- Lengthen the replacement cycle for staff and public computer and laptops that are currently out of warranty.
- Delay replacing vital branch servers and risk consistent service for patrons.

**Recommendation:** The Johnson County Library Board of Directors approve purchase of Dell replacement desktop computers, laptops, servers, and monitors at a cost not to exceed \$150,000.

**Suggested Motion:** I move that the Johnson County Board of Directors approve purchase of Dell replacement desktop computers, laptops, servers, and monitors at a cost not to exceed \$150,000.



## A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Total: \$  
118,868.87**

<b>Quote number:</b> 3000019074421.1	<b>Quote date:</b> Oct. 31, 2017	<b>Quote expiration:</b> Nov. 30, 2017
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<b>Company name:</b> JOHNSON COUNTY LIBRARY	<b>Customer number:</b> 9175926	<b>Phone:</b> (913) 495-7519
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<b>Sales rep information:</b> Ralph Oliphant Ralph_Oliphant@Dell.com (800) 456-3355 Ext: 7250090	<b>Billing Information:</b> JOHNSON COUNTY LIBRARY 9875 W 87TH ST PO BOX 2933 OVERLAND PARK KS 66212-4565 US (913) 495-7519
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## Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Business Dock - WD15 with 130W adapter	25	\$134.99	\$3,374.75
Dell Latitude 7480	25	\$1,378.62	\$34,465.50
OptiPlex 7050 MFF	40	\$831.10	\$33,244.00
Dell OptiPlex Micro VESA Mount	86	\$20.24	\$1,740.64
OptiPlex 3050 Micro	46	\$738.63	\$33,976.98
Dell 22 Monitor - E2216H	100	\$120.67	\$12,067.00
		<b>Subtotal:</b>	<b>\$118,868.87</b>
		<b>Shipping:</b>	<b>\$0.00</b>
		<b>Environmental Fees:</b>	<b>\$0.00</b>
		<b>Non-Taxable Amount:</b>	<b>\$118,868.87</b>
		<b>Taxable Amount:</b>	<b>\$0.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Total:</b>	<b>\$118,868.87</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Ralph Oliphant

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b> MICHELLE BEESLEY	<b>Shipping phone:</b> (913) 826-4526	<b>Shipping via:</b> Standard Ground	<b>Shipping Address:</b> 9875 W 87TH ST IT DEPT OVERLAND PARK KS 66212-4565 US
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">Dell Business Dock - WD15 with 130W adapter</a>	25	\$134.99	\$3,374.75
	<b>Estimated delivery date:</b> Nov. 20 - 27, 2017			
	<b>Contract No:</b> WN13AGW			
	<b>Customer Agreement No:</b> 40400			

450-AFGM	Dell Business Dock - WD15 with 130W adapter	25	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	<a href="#">Dell Latitude 7480</a>	25	\$1,378.62	\$34,465.50
	<b>Estimated delivery date:</b> Nov. 7 - 10, 2017			
	<b>Contract No:</b> wn13agw			
	<b>Customer Agreement No:</b> 40400			

210-AKXV	Dell Latitude 7480	25	-	-
379-BCPM	7th Generation Intel Core i7-7600U (Dual Core, 2.80Gz, 4MB cache)	25	-	-
605-BBMN	Ubuntu Linux 16.04	25	-	-
630-AAPK	No Productivity Software	25	-	-
338-BKXM	Intel HD Graphics 620 with Thunderbolt 3 with Core i7 vPro	25	-	-
551-BBBJ	No Intel Responsive	25	-	-
631-ABFZ	No Out-of-Band Systems Management	25	-	-

370-ADIC	8G(2 X 4G) DDR4 Memory	25	-	-
400-AOQN	M.2 256GB SATA Class 20 Solid State Drive	25	-	-
391-BDBF	14" HD (1366 x 768) Anti-Glare, Camera & Mic, WLAN/WWAN Capable	25	-	-
583-BCUS	Internal US English Qwerty Backlit Dual Pointing Keyboard	25	-	-
570-AADK	No Mouse	25	-	-
555-BDFV	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver	25	-	-
555-BCMW	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1	25	-	-
362-BBBB	No Wireless WAN Card	25	-	-
451-BBYD	Primary 3-cell 42W/HR Battery	25	-	-
492-BBXJ	90W AC Adapter, 3-pin	25	-	-
346-BCDR	Dual Pointing, 82 key with No Smartcard or Fingerprint Reader with Thunderbolt 3	25	-	-
817-BBBB	No FGA	25	-	-
537-BBBD	E5 Power Cord (US)	25	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	25	-	-
430-XXYG	No Resource DVD	25	-	-
460-BBEX	No Carrying Case	25	-	-
340-AASE	No Setup and Features Guide	25	-	-
452-BBSE	No Docking Station	25	-	-
387-BBMF	Energy Star 6.1	25	-	-
340-ACQQ	No Option Included	25	-	-
332-1286	US Order	25	-	-
389-BCGW	No UPC Label	25	-	-
389-BLST	Intel Core i7 Processor Label	25	-	-
340-AAPP	Direct ship Info Mod	25	-	-
340-BKHT	SHIP,NBK,7480,WW,MIN-CONFIG	25	-	-
409-BCUK	Latitude 7480 Software Driver	25	-	-

389-BEYY	Regulatory Label included	25	-	-
800-BBGU	BTO Standard Shipment (VS)	25	-	-
620-AAOH	No Media	25	-	-
389-BDBY	No Label	25	-	-
804-2167	Dell Limited Hardware Warranty Plus Service	25	-	-
804-2177	ProSupport: Next Business Day Onsite, 4 Years	25	-	-
804-2178	ProSupport: 7x24 Technical Support, 4 Years	25	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	25	-	-

SKU	Description	Qty	Unit Price	Subtotal
	<b>OptiPlex 7050 MFF</b>	40	\$831.10	\$33,244.00
	<b>Estimated delivery date:</b> Nov. 6 - 9, 2017			
	<b>Contract No:</b> WN13AGW			
	<b>Customer Agreement No:</b> 40400			
338-BKYY	Intel Core i7-7700 (QC/8MB/8T/3.6GHz/65W); supports Windows 10/Linux	40	-	-
605-BBMN	Ubuntu Linux 16.04	40	-	-
630-AAPK	No Productivity Software	40	-	-
329-BDHZ	OptiPlex 7050 MFF with 65W CPU up to 87% efficient of 130W Adaptor	40	-	-
370-ADJW	8GB (1x8GB) 2400MHz DDR4	40	-	-
631-ABGH	No Out-of-Band Systems Management	40	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	40	-	-
401-AANH	2nd Hard Drive: not included	40	-	-
551-BBBJ	No Intel Responsive	40	-	-
632-BBBJ	CMS Software not included	40	-	-
555-BBFO	No Wireless	40	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	40	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	40	-	-
817-BBBB	No FGA	40	-	-

210-AKOM	OptiPlex 7050 Micro Form Factor XCTO	40	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	40	-	-
450-ABED	Power Cord	40	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	40	-	-
340-ABJI	No Diagnostic/Recovery CD media	40	-	-
340-ABKW	No Quick Reference Guide	40	-	-
332-1286	US Order	40	-	-
620-AALW	OS-Windows Media Not Included	40	-	-
640-BBJD	Linux OS related Software	40	-	-
389-BLST	Intel Core i7 Processor Label	40	-	-
461-AABF	No CompuTrace	40	-	-
329-BBJL	TPM Enabled	40	-	-
470-AAJL	NO ADAPTER	40	-	-
575-BBBI	No Integrated Stand option	40	-	-
389-BBUU	Shipping Label for DAO	40	-	-
389-BRKR	Ship Material Micro for Opti 5050	40	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	40	-	-
389-BRPX	MOD,LBL,REG,MFF,MEX,130W,7050	40	-	-
450-AGDQ	130W AC Adapter	40	-	-
382-BBDR	VGA Adapter Card for Micro	40	-	-
389-BCGW	No UPC Label	40	-	-
555-BBFO	No Wireless	40	-	-
340-ACUG	No palmrest Label	40	-	-
379-BCWX	Intel Unite Software Not Included	40	-	-
812-3886	Dell Limited Hardware Warranty Plus Service	40	-	-
812-3894	ProSupport: 7x24 Technical Support, 3 Years	40	-	-
812-3908	ProSupport: Next Business Day Onsite 3 Years	40	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-	40	-	-

	3115			
365-0530	Client ProSupport Asset Label without Company Name	40	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	40	-	-
817-BBBC	Not selected in this configuration	40	-	-

SKU	Description	Qty	Unit Price	Subtotal
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	<b>Dell OptiPlex Micro VESA Mount</b>	<b>86</b>	<b>\$20.24</b>	<b>\$1,740.64</b>
	<b>Estimated delivery date:</b> Nov. 3 - 7, 2017			
	<b>Contract No:</b> WN13AGW			
	<b>Customer Agreement No:</b> 40400			

482-BBBP	Dell OptiPlex Micro VESA Mount	86	-	-
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SKU	Description	Qty	Unit Price	Subtotal
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	<b>OptiPlex 3050 Micro</b>	<b>46</b>	<b>\$738.63</b>	<b>\$33,976.98</b>
	<b>Estimated delivery date:</b> Nov. 6 - 9, 2017			
	<b>Contract No:</b> WN13AGW			
	<b>Customer Agreement No:</b> 40400			

210-AKHL	OptiPlex 3050 Micro Form Factor XCTO	46	-	-
338-BKYO	Intel Core i5-7500T (QC/6MB/4T/2.7GHz/35W); supports Windows 10/Linux	46	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	46	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	46	-	-
370-ADJK	8GB (1x8GB) 2400MHz DDR4	46	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	46	-	-
401-AANH	2nd Hard Drive: not included	46	-	-
555-BBFO	No Wireless	46	-	-
555-BBFO	No Wireless	46	-	-
382-BBDR	VGA Adapter Card for Micro	46	-	-
321-BCJS	OptiPlex 3050 MFF with 65W up to 87% efficient adapter	46	-	-
470-AAJL	NO ADAPTER	46	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	46	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	46	-	-

631-ABFE	No Out-of-Band Systems Management	46	-	-
525-BBCL	SupportAssist	46	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	46	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	46	-	-
658-BBRB	Waves Maxx Audio	46	-	-
658-BCUV	Dell Developed Recovery Environment	46	-	-
620-AALW	OS-Windows Media Not Included	46	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	46	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	46	-	-
332-1286	US Order	46	-	-
389-BBUU	Shipping Label for DAO	46	-	-
389-BRKR	Ship Material Micro for Opti 5050	46	-	-
461-AABF	No CompuTrace	46	-	-
551-BBBJ	No Intel Responsive	46	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	46	-	-
450-AEWN	65W AC Adapter	46	-	-
329-BBJL	TPM Enabled	46	-	-
450-ABED	Power Cord	46	-	-
389-BCGW	No UPC Label	46	-	-
632-BBBJ	CMS Software not included	46	-	-
389-BROS	Regulatory Label Opti 3050 Micro Form Factor	46	-	-
340-ABJI	No Diagnostic/Recovery CD media	46	-	-
389-BLSV	Intel Core i5 Processor Label	46	-	-
817-BBBC	Not selected in this configuration	46	-	-
340-BKBS	PLCMT,DOC,3050,MFF,DAO	46	-	-
800-BBIO	Desktop BTO Standard shipment	46	-	-
817-BBBB	No FGA	46	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	46	-	-



803-8646	ProSupport: Next Business Day Onsite, 3 Years	46	-	-
803-8702	ProSupport: 7x24 Technical Support, 3 Years	46	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	46	-	-

SKU	Description	Qty	Unit Price	Subtotal
	<b>Dell 22 Monitor - E2216H</b>	100	\$120.67	\$12,067.00
	<b>Estimated delivery date:</b> Nov. 3 - 7, 2017			
	<b>Contract No:</b> WN13AGW			
	<b>Customer Agreement No:</b> 40400			
210-AGMV	Dell 22 Monitor E2216H	100	-	-
805-9659	Dell Limited Hardware Warranty	100	-	-
805-9660	Advanced Exchange 3 Years	100	-	-
			<b>Subtotal:</b>	\$118,868.87
			<b>Shipping:</b>	\$0.00
			<b>Environmental Fees:</b>	\$0.00
			<b>Estimated Tax:</b>	\$0.00
			<b>Total:</b>	\$118,868.87

## Important Notes

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### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



## A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

<b>Total: \$29,871.45</b>
---------------------------

<b>Quote number:</b> 3000018953037.1	<b>Quote date:</b> Oct. 27, 2017	<b>Quote expiration:</b> Nov. 26, 2017
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<b>Company name:</b> JOHNSON COUNTY LIBRARY	<b>Customer number:</b> 9175926	<b>Phone:</b> (913) 495-7519
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<b>Sales rep information:</b> Philip Deason Phil_Deason@Dell.com (800) 456-3355 Ext: 5138410	<b>Billing Information:</b> JOHNSON COUNTY LIBRARY 9875 W 87TH ST PO BOX 2933 OVERLAND PARK KS 66212-4565 US (913) 495-7519
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## Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R630	7	\$4,267.35	\$29,871.45
		<b>Subtotal:</b>	\$29,871.45
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Non-Taxable Amount:</b>	\$29,871.45
		<b>Taxable Amount:</b>	\$0.00
		<b>Estimated Tax:</b>	\$0.00
		<b>Total:</b>	<b>\$29,871.45</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Philip Deason

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b> JOHN BALLER	<b>Shipping phone:</b> (913) 261-2311	<b>Shipping via:</b> Standard Ground	<b>Shipping Address:</b> 9875 W 87TH ST OVERLAND PARK KS 66212 US
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SKU	Description	Qty	Unit Price	Subtotal
	<b>PowerEdge R630</b>	7	\$4,267.35	\$29,871.45
	<b>Estimated delivery date:</b> Nov. 7 - 10, 2017			
	<b>Contract No:</b> WN13AGW			
	<b>Customer Agreement No:</b> 40400			
210-ACXS	PowerEdge R630 Server	7	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	7	-	-
461-AADM	PowerEdge Server FIPS TPM 2.0	7	-	-
321-BBKJ	Chassis with up to 8, 2.5" Hard Drives, up to 2 PCIe Slots (With Optional Riser)	7	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	7	-	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	7	-	-
374-BBBX	No Additional Processor	7	-	-
384-BBDT	Fresh Air Cooling, PowerEdge R630	7	-	-
370-ABWN	DIMM Blanks for System with 1 Processor	7	-	-
412-AAEE	120W Heatsink for PowerEdge R630	7	-	-
370-ACPH	2400MT/s RDIMMs	7	-	-
370-AAIP	Performance Optimized	7	-	-
780-BBJC	No RAID for H330/H730/H730P (1-24 HDDs or SSDs)	7	-	-

405-AAJU	HBA330 12Gb SAS Controller, Minicard	7	-	-
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	7	-	-
385-BBHN	iDRAC8 Express, integrated Dell Remote Access Controller, Express	7	-	-
429-AAQM	DVD ROM SATA Internal	7	-	-
770-BBBM	ReadyRails Static Rails for 2/4-post Racks	7	-	-
350-BBBW	No Bezel	7	-	-
750-AABF	Power Saving Dell Active Power Controller	7	-	-
450-ADWQ	Dual, Hot-plug, Redundant Power Supply (1+1), 495W	7	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	7	-	-
619-ABVR	No Operating System	7	-	-
421-5736	No Media Required	7	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	7	-	-
332-1286	US Order	7	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">http://www.dell.com/contactdell</a>	7	-	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	7	-	-
976-7761	ProSupport Plus: 7x24 Next Business Day Onsite Service, 3 Year	7	-	-
976-7768	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year	7	-	-
973-2426	Declined Remote Consulting Service	7	-	-
900-9997	On-Site Installation Declined	7	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	7	-	-
400-AEFC	1TB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive, 13G	28	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	14	-	-

<b>Subtotal:</b>	\$29,871.45
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$29,871.45</b>

## Important Notes

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### Terms of Sale

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You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Briefing Sheet

**To:** Johnson County Library Board of Directors  
**From:** Sean Casserley, County Librarian  
**Date:** November 9, 2017

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**Issue:** Consider approving the recommendation to authorize the amendment to the Public Building Commission (PBC) Construction Manager as Constructor (CMc) Guaranteed Maximum Price (GMP) contract with Turner Construction Co., for the Lenexa City Center Library project in a total contract amount not to exceed \$16,431,850, for a new total contract amount not to exceed \$16,476,850, per Request for Proposal (RFP) No. 2016-062.

**Background:** On May 5, 2016, the PBC approved a project to design, equip, construct and furnish a Library to be located at the Lenexa City Center, issue Revenue Bonds in an amount not to exceed \$21,570,000 for the purpose of paying a portion of the costs thereof and related financing costs, and providing for the giving of notice of said intention. At that time, \$1,500,000 was transferred into the project from the Library Operating Fund. The contract was executed on March 31, 2017 for preconstruction services in the amount of \$45,000. On September 26, 2017, \$4,817,829 was transferred into the project from the Library Operating Fund. The PBC authorized the sale of bonds in the amount of \$15,060,000 on October 5, 2017. The sale of the bonds was closed on Thursday, November 2, 2017.

On January 12, 2017, the Johnson County Library Board of Directors approved the recommendation to enter into agreement with Turner Construction Co., for preconstruction services with the intent to amend the contract to include the GMP (Guaranteed Maximum Price) when known.

**Analysis:** On November 1, 2016 the Treasury and Financial Management Department, Purchasing Division opened RFP 2016-062 for a contract to provide Construction Manager as Constructor Services for the new Lenexa City Center Library. The RFP was advertised in the local newspaper and posted electronically on the following sites: OnVia/Demandstar, Public Purchase, Johnson County, KS website and Johnson County electronic bidding site powered by lonwave Technologies.

A total of eight (8) responsive proposals were received and four (4) finalists were interviewed by the evaluation committee consisting of staff from the Facilities Management, Library and Budget departments. Turner Construction, was the top-ranked firm based on 5 criteria: (1) Project Approach, (2) Key Staff Members, (3) Firm Experience, (4) Staff Utilization and (5) Cost proposal. Turner demonstrated a clear and complete understanding of the scope of services, has related experience, and has successfully provided similar services to the County and other similar agencies.

Firms Submitted	Interviewed	Recommended
<b>Turner Construction</b>	<b>X</b>	<b>X</b>
BA Green Construction	X	
Centric Projects	X	
JE Dunn	X	
Excel Constructors		
Straub		
The Osborne Company		
Titan Built		

## Briefing Sheet

Turner Construction Co. has been working with the project team to provide preconstruction services related to estimating and schedule expertise, and has received a minimum of three sub-contractor bids from all construction trades involved in the project.

**Alternatives:** 1) Not authorize the CMc contract amendment.

**Legal Review:** The County and Library Legal counsels have reviewed the contract documents prior to issuance and will review the contract following its award and prior to execution by the County.

**Recommendation:** Approve the recommendation to authorize the Construction Manager as Constructor Guaranteed Maximum Price (GMP) contract amendment with Turner Construction Co., for the Lenexa city Center Library project in an amount not to exceed \$16,431,850 for a new total contract amount not to exceed \$16,476,850, per Request for Proposal (RFP) No. 2016-062.

**Suggested Motion:** I move to approve the recommendation to authorize the Construction Manager as Constructor Guaranteed Maximum Price (GMP) contract amendment with Turner Construction Co., for the Lenexa city Center Library project in an amount not to exceed \$16,431,850 for a new total contract amount not to exceed \$16,476,850, per Request for Proposal (RFP) No. 2016-062.