

JOHNSON COUNTY

KANSAS

Library

**Board Report
December 12, 2019**

IF YOU REQUIRE ANY ACCOMMODATION (I.E. QUALIFIED INTERPRETER, HEARING ASSISTANCE, ETC) IN ORDER TO ATTEND THIS MEETING, PLEASE NOTIFY THE CENTRAL RESOURCE LIBRARY AT (913) 826-4600 NO LATER THAN 48 HOURS PRIOR TO THE SCHEDULED COMMENCEMENT OF THE MEETING.

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
 REGULAR MEETING, DECEMBER 12, 2019
 CENTRAL RESOURCE LIBRARY
 CARMACK MEETING ROOM
 4:00 P.M.

- I. Call to Order
- II. Citizen Comments
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Bethany Griffith
 - C. Friends of the Library, Christopher Leitch
 - D. Executive Director, Johnson County Library Foundation, Stephanie Stollsteimer
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Fred Logan
 - a) Revision to ARM 50-31-25, Contracts4
 - B. County Librarian Report – Sean Casserley, County Librarian11
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 - a) Trends in Fines – Adam Wathen, Associate Director for Systemwide Services and Roxanne Belcher, Branch Manager17
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 - a) Central Staff Space Consolidation (CSSC)40
 - b) Antioch update45
 - c) Overall timeline49
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 - b) Writers’ Conference – Joseph Keehn, Event Coordinator51
 - c) Cedar Roe update – Michelle Olsen, Circulation Manager57
 - d) eBook publishing and distribution trends – Lacie Griffin, Collections Manager
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the November 14, 2019, Library Board meeting63
 - B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2019 were handled in accordance with library and County policy.
 - b) The October 2019 Revenue and Expenditure reports produced from the County’s financial system reflect the Library’s revenues and expenditures
 - C. Gift Fund Report
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- VI. New Business
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VII. Adjournment

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019
Re: **ARM 50-30-25, Contracts**

Issue: Legal counsel has prepared a revision to ARM 50-30-25, Contracts, that would provide for a finding under certain circumstances that a mandatory venue provision placing venue outside Kansas would be acceptable.

Suggested Motion: I move the Library Board of Directors approve revisions to ARM 50-30-25, Contracts.

Background: The Library's catalog vendor, Bibliocommons, has redesigned the mobile app promising an improved user experience. For Bibliocommons to publish the new app on behalf of the Library with Library branding to Apple iPhones, Apple now requires the Library to sign an Apple Developer agreement. This is an end user agreement (EULA) using standard language that organizations publishing apps must sign and does not allow for customization of the venue of arbitration. In this particular instance, the Library and the catalog vendor have no other option to reach iPhone users. In order to remain in compliance with Library policy and reach iPhone users, the following update to Library policy is proposed.

Legal Review: Legal counsel has drafted and approved the revision to ARM 50-30-25, Contracts.

Library

ADMINISTRATIVE REGULATIONS

TAB: Administration

DOCUMENT NUMBER: ARM 50-30-25

SECTION: Finance

SUBJECT: CONTRACTS

SUMMARY

This regulation describes the source of the Library Board's authority for entering into contracts independently, its intent to follow County procedures, where it does and does not delegate its authority to enter into contracts, adherence to the Kansas Cash Basis Law, and the reporting on contracts to be made to the Board. This regulation covers all contracts adopted by the Library Board pursuant to its governing authority under K.S.A. 12-1223. Agreements between the Johnson County Library and public agencies, not-for-profit organizations and for-profit businesses on co-sponsorship of programs and events (Program Agreements) are covered by ARM 10-50-85, "Program Agreements with Public Agencies, Not-for-Profit Organizations, and For-Profit Businesses." All Johnson County Library contracts are subject to the Kansas Cash Basis Law and the Kansas Tort Claims Act.

Effective Date:

Reaffirmed

March 9, 2017
December 12, 2019

Reviewed

March 9, 2017
December 12, 2019

**POLICY;
CONTRACTS
COVERED BY THIS
REGULATION**

a. The power to contractually bind the Johnson County Library resides solely in the Board of Directors of the Johnson County Library, pursuant to K.S.A. 12-1223, or in the County Librarian in those instances where the Library Board has specifically delegated the power to the County Librarian. The Board of County Commissioners does not have statutory authority to contractually bind the Johnson County Library. K.S.A. 12-1223 provides, "In Johnson county, the library board shall constitute a body corporate and politic possessing the usual powers of a corporation for public purposes, . . . and under such name may contract . . ." This regulation covers all of the contracts into which the library enters pursuant to its authority as a governing body under K.S.A. 12-1223 (Governance Contracts), with the exception of the Program Agreements covered by ARM 10-50-85. Governance Contracts include but are not necessarily limited to contracts for construction and renovation of library facilities; all contracts for consulting and professional services; all contracts with vendors and for the acquisition of goods; all leases and contracts pertaining in any way to library real estate, including easement and cross- parking agreements; all contracts relating to the acquisition of books and other library materials; and all contracts relating to the acquisition and maintenance of library technology and

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CONTRACTS FOR ACQUISITION OF MATERIALS

equipment. All of the contracts described in this regulation are Governance Contracts.

b. The Library Board of Directors has the complete authority, pursuant to K.S.A.12-1225(c), to enter into contracts for the acquisition of "books, magazines, papers, printed materials, slides, pictures, films, projection equipment, phonograph records and other material and equipment deemed necessary by the Board for the maintenance and extension of modern library service."

CONTRACTS FOR CONSULTING, ETC.

c. The Library Board of Directors also has the complete authority to enter into contracts for consulting, professional, and other services pursuant to K.S.A. 12-1223.

CONTRACTS FOR CONSTRUCTION

d. The Library Board of Directors has complete authority to award bids and enter into contracts for construction and renovation for specific projects when such specific projects have been authorized and funded by the Board of County Commissioners.

CONTRACTS FOR THE ACQUISITION OR DISPOSITION OF REAL ESTATE; ALL OTHER CONTRACTS

e. The Library Board of Directors has the authority to enter into contracts for the acquisition or disposition of real estate, subject to the approval of the Board of County Commissioners of Johnson County. The Library Board, as a quasi-municipal corporation under K.S.A. 12-1223, has the complete authority to enter into other contracts in accordance with this regulation.

DELEGATION TO COUNTY LIBRARIAN

Library Materials

f. Subject to the review and approval of the form of the contract by Library Board Counsel, the County Librarian is authorized to enter into contracts for library materials in cases where the Library Board's intent is provided in the Collection Development Policy and annual operating budget. The Library Board shall approve contracts for the acquisition of library materials of \$100,000 or more.

Other Areas

g. Subject to the review and approval of the form of the contract by Library Board Counsel, the County Librarian is authorized to enter into all other contracts up to \$99,999, where funds and the Library Board's intent are provided in the Johnson County Library's annual budget, except as noted below.

Library

ADMINISTRATIVE REGULATIONS

TAB: Administration

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PURCHASING
DEPT.
PROCEDURES

h. Johnson County Purchasing Department regulations are strictly followed for all purchasing procedures, except as noted in (b) above. Purchases under \$10,000 require no competitive quotations. Purchases of \$10,000-\$49,999 for which there is more than one source, require informal competitive quotations. Expenditures above \$50,000 require formal, advertised competition (RFP's or RFB's); award can be made to any or all of the respondents to an RFP. Expenditures resulting from an RFP or RFB for amounts of \$50,000 to \$99,999 may be approved by the County Librarian in consultation with the Purchasing Director. The Library Board must approve all contracts arising from an RFP or RFB and other purchases amounting to \$100,000 or more.

Change Orders

i) Change orders for construction projects and construction-related professional service contracts not specifically described in section ii may be approved by the County Librarian.

ii) The following types of change orders must be approved by the Library Board: change orders which equal or exceed \$100,000; for projects with a base contract amount of \$500,000 or less, change orders which equal or exceed \$50,000; for projects with a base contract amount of \$100,000 or less, change orders which equal or exceed \$10,000 and cause the total contract to exceed \$100,000; for projects with a base contract amount between \$100,000 and \$500,000, change orders which individually or in combination with others exceed \$50,000; for projects with a base contract amount between \$500,000 and \$1,000,000, change orders which individually or in combination with others exceed \$100,000; for projects with a base contract amount of \$1,000,000 or more, any change order which individually or in combination with others exceeds 10% of the base contract amount; and any change order which causes a project to exceed its project authorization or scope.

BOARD APPROVAL

i. All contracts for consulting and professional services that amount to \$100,000 or more must receive the approval of the Library Board. Contracts for consulting and professional services that amount to less than \$50,000 may be negotiated

ADMINISTRATIVE REGULATIONS

TAB: Administration

DOCUMENT NUMBER: ARM 50-30-25

SECTION: Finance

SUBJECT: CONTRACTS

and approved by the County Librarian without competitive quotations. Contracts for consulting and professional services for \$50,000 or more require at least three competitive quotations and may, at the direction of the County Librarian or Library Board, be made subject to a formal competitive quotation or RFP process. However, nothing in these regulations shall require the approval of such contracts strictly on the basis of the low dollar bid. Library board counsel shall review and approve the form of all contracts for professional and consulting services.

BOARD APPROVAL

j. The Library Board must approve all contracts not delegated to the County Librarian in this regulation.

REPORTS

k. The Library Board will receive monthly a summary of all contracts entered into by the Library and all change orders approved by the County Librarian during the previous month.

CASH BASIS LAW

l. The Johnson County Library is subject to the terms of the act setting out the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. The law's statutory scheme requires the Johnson County Library to contract all indebtedness in conformity with the act. Except where the act provides a specific exception, it is illegal for the Johnson County Library to create any indebtedness "in excess of the amount of funds actually on hand in the treasury of the library at the time for such purpose." (K.S.A. 10-1112). All library contracts that are lease-purchase agreements or installment sale agreements that extend over a period in excess of 12 months shall contain the following language:

The Johnson County Library is obligated under this agreement only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the library's current budget year or (b) funds made available from any lawfully operated revenue producing source. (K.S.A. 10-1116b). The Johnson County Library has the right to not renew said agreement by an act of non-appropriation at the end of each fiscal year.

In the event that the proposed agreement is for a term exceeding the current fiscal year of the library, the

Library

ADMINISTRATIVE REGULATIONS

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agreement shall be subject to the following: (1) The amount of capital cost required to purchase the item if paid for in cash as of the end of the fiscal year, (2) the annual average effective interest cost (simple interest payable in arrears), and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost. (K.S.A. 10-1116c). The principle and interest portions of each periodic lease payment shall be denoted.

AUTOMATIC
RENEWAL
CLAUSES IN
CONTRACTS

m. The Library Board or the County Librarian must approve all library contracts in accordance with this regulation. No library contracts shall contain provisions that “automatically renew” the term of the contract without specific new approval by the Library Board or the County Librarian pursuant to the terms of this regulation. Any automatic contract term renewal provisions in library contracts not stricken or deleted by mistake shall be null and void under the terms of this regulation.

PROHIBITED

MANDATORY
VENUE CLAUSES
PROHIBITED

n. The Library shall retain the right, under all of the contracts to which it is a party, to bring actions on claims or disputes under those contracts in the state courts of Johnson County, Kansas or the federal courts of the state of Kansas. No Library contracts shall contain provisions that mandate placement of venue of disputes or claims under the contracts in some state other than Kansas, except upon authorization from the County Librarian when (1) the contract is for services or products from a contractor that in effect is the sole source for such services or products or when there are not reasonable alternative contractor options, (2) the contract terms are found by the County Librarian in consultation with Library counsel to present a low risk of disputes or litigation to the Library, and (3) the contract’s benefit, in terms of the access provided to information or other services to the Library and its patrons is great. In the event that any such “mandatory venue” provision is not stricken or deleted by mistake or without authorization from the County Librarian, such provision shall be deemed null and void under the terms of this regulation.

ADMINISTRATIVE REGULATIONS

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SECTION: Finance

SUBJECT: CONTRACTS

CONTRACTS
SUBJECT TO
KANSAS TORT
CLAIMS ACT;
INDEMNIFICATION
CLAUSES
SUBJECT TO
LIMITATIONS

o. Contracts to which the Library is a party are subject to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. The Kansas Tort Claims Act limits liability for the Library and other Kansas governmental entities. The law caps the amount of damages and grants immunity to the Library and its employees and agents for a variety of tort actions.

Nothing in any contract shall be construed as a waiver by the Library of the immunities and liability limitations afforded to it by the Kansas Tort Claims Act. Indemnification agreements in Library contracts are limited by and made subject to the terms of the Kansas Tort Claims Act. Nothing in any indemnification agreement in a Library contract shall be construed to set aside the immunities and liability limitations of the Kansas Tort Claims Act or to expand the Library's liability under that Act.

CERTIFICATION BY
LIBRARY BOARD
COUNSEL;
INCORPORATION
OF STANDARD
LIBRARY
CONTRACT
ADDENDUM IN
LIBRARY
AGREEMENTS

p. Prior to execution by the Library of a contract, Library Board Counsel shall certify in writing that he has reviewed the contract, approves the same as to form, and that it may be approved and executed in accordance with this regulation. The Standard Library Contract Addendum set forth in the Appendix to this regulation shall be made a part of Library contracts if Library Board Counsel so directs in his certification. The Standard Library Contract Addendum should be used with construction contracts unless Library Board Counsel directs in his certification that it need not be used.

CONTRACTS ARE
SUBJECT TO AND
LIMITED BY THE
KANSAS CASH
BASIS LAW AND
THE KANSAS TORT
CLAIMS ACT;
NOTICE

q. All contracts to which the Library is a party shall be subject to and limited by the Kansas Cash Basis Law and the Kansas Tort Claims Act, and amendments thereto. The Library makes the provisions of ARM 50-30-25 and other administrative regulations available to the public and to contractors and vendors on its website.

December 12, 2019

ARM 50-30-25 End

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
October 2019
83% of year lapsed

OPERATING FUND

	2019
Programs	Budget
Revenue	4,430,838

Administrative Services
Information Technology
Collection Development
Branch/Systemwide Services
Transfer to Capital Projects
Interfund Transfers

TOTAL OPERATING FUND EXPENDITURES	\$0
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TOTAL .75 INCREASE FUNDS REMAINING OPERATING	\$4,430,838
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SPECIAL USE FUND

2017
Budget

Revenue:	1,871,476
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Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	18,958
Transfer to Debt Payment - CLMP	
Transfer to Capital Projects	2,742,833

TOTAL SPECIAL USE FUND EXPENDITURES	\$2,761,791
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TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	(\$890,315)
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TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	\$3,540,523
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Expenditure of Friends of the JCL Donations 2019

<i>Expenditure Details</i>	<i>Current Month</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.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	0.00
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	0.00	387.12
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 387.12

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2019

83% of Year Lapsed

REVENUE ALL FUNDS	2019 Year to Date	2019 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	32,887,766	33,045,236	100%	100%
Ad Valorem Delinquent	412,437	289,253	143%	112%
Motor Vehicle	3,192,217	3,103,349	103%	101%
Library Generated - Copying/Printing	88,168	99,255	89%	89%
Library Generated - Overdues / Fees	453,507	725,000	63%	69%
Sale of Library Books	37,500	50,000	75%	86%
Misc Other	1,885	18,703	10%	71%
Reimbursement	201,931	330,043	61%	0%
Library Generated - Other Charges	0	3,570	0%	2%
Investment	374,402	304,911	123%	179%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	16,923	10,608	160%	149%
Commercial Vehicle Tax	56,290	61,191	92%	116%
Heavy Trucks Tax	4,776	2,307	207%	35%
Rental Excise Tax	39,329	35,642	110%	121%
State and Federal Grants	126,997	250,389	51%	50%
TOTAL REVENUE	37,894,129	38,339,457	99%	93%

Expenses ALL FUNDS with Collection Encumbrance	2019 Year to Date	2019 Budget	% Categories Expended
Salaries and Benefits	15,170,917	21,323,420	71%
Contractual Services	3,339,923	4,710,131	71%
Commodities	3,439,942	4,385,684	78%
Risk Management Charges	95,093	126,252	75%
Capital / Maintenance / Repair	0	3,487,289	0%
Transfer to Debt Payment	18,958	827,916	2%
Transfer to Capital Projects	2,784,512	2,738,276	102%
Grants	127,142	250,389	51%
Interfund Transfer	0	490,100	0%
TOTAL EXPENDITURES	24,976,487	38,339,457	65%

Revenue - Expenses as of September 30, 2019 **12,917,642**

RESERVES ALL FUNDS	As of 12/31/18
Reserves Operating Fund	8,730,251
Reserves Special Use Fund	1,494,983
Total JCL Reserves	10,225,234

Scheduled Replacement Account

REVENUE RECEIVED TO DATE

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	

Total Revenue **3,327,100**

2019

Contractual Services	1,461,693
Building Repair	526,954
Architectural Services	85,305
Furnishings and Office Equipment	73,032
HVAC	178,193
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	66,488
AED Equipment	9,613
	2,438,940

Budget Remaining **888,160**

Summary of Expenditures by Cost Category

October 2019

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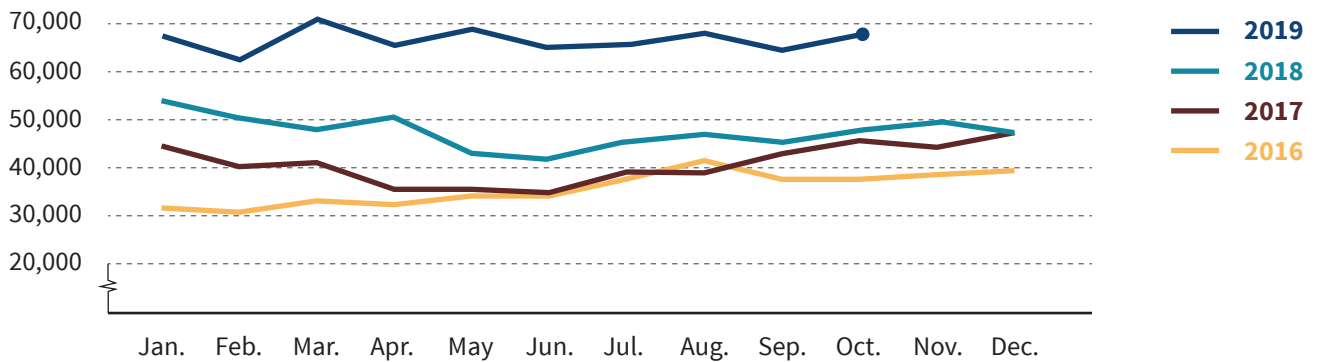
An updated *Summary of Expenditures by Cost Category* report will be available in advance of the 12/12/19 Library Board meeting.

GRANTS*	Expenditures through 10/31/2019	Source	Received	Expenditures	Grant Award	Budget Remaining
285000082	State Aid 2019	State	3/15/2019	\$117,437.16	\$126,997.06	\$9,559.90

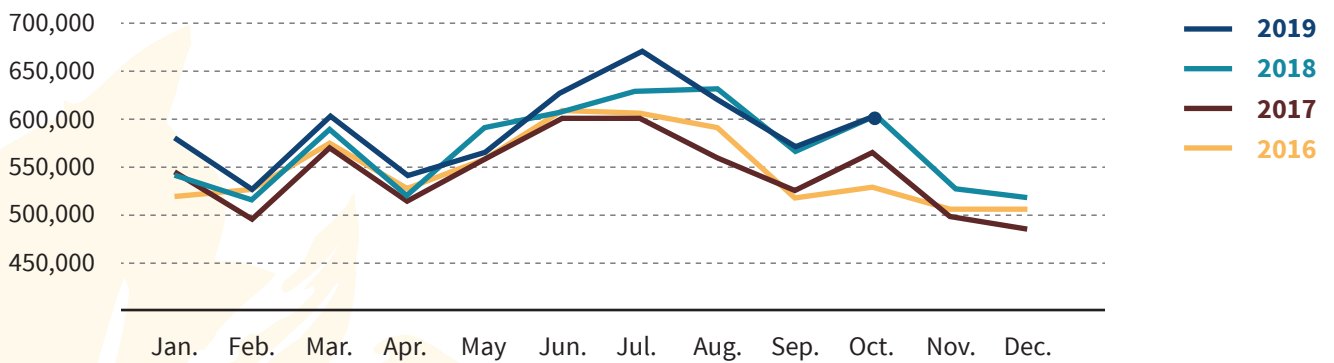
*Includes all expenditures and revenues over the life of the grant.

Core Operational Statistics

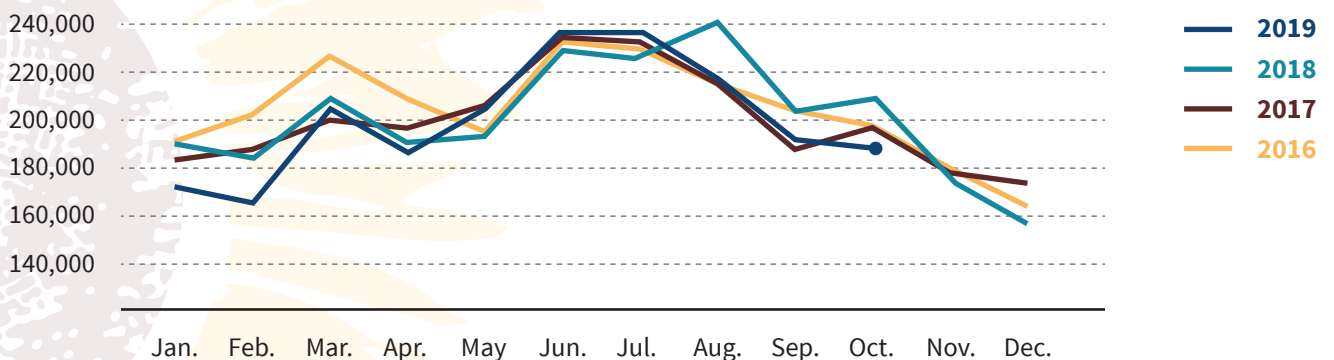
3 Year Digital Circulation Trend



3 Year Physical Circulation Trend



3 Year Visitation Trend



Trends in Fines

December 2019



Library

Trends in Fines – Current practice

- Currently
 - \$.30 per day / item
 - \$6.00 per item maximum
- Notices sent
 - 5 days prior to due date
 - 2 days prior to due date
 - 2 days after due date
 - 5 days after due date
- After 30 days overdue, we bill the cost of the item.

Trends in Fines – Patron Status

Patron Owes	Restrictions	Referral to Collection
\$.01 – \$14.99	None	None
\$15.00 – \$24.99	<ul style="list-style-type: none">• Staff mediate renewals, holds, and check out• No Inter-library Loan	Unique Small Balance Program – (\$3 cost to library)
\$25.00 or more	<ul style="list-style-type: none">• \$10 referral fee added to patron account• Patron's Card Frozen – no checkout or holds• Account frozen until balance paid	Unique Materials Recovery Service (\$10 cost to library)

Trends in Fines – Other Libraries

Library	Fine per item per day	Max	Access Blocked	Referral to collection
Johnson County and Olathe	\$.30	\$6.00	\$25.00	\$25.00
Kansas City, MO	NONE	NONE	\$45.00	\$50.00
Mid-Continent	\$.05	\$1.00	\$30.00	\$100.00
Kansas City, KS	\$.10	\$3.00	\$25.00	\$25.00

Trends in Fines – Policy

- ARM 20-10-91 – Overdue Lost, or Damaged Materials Fee Schedule
- ARM 20-10-90 – Fee Schedule (charges made to patrons for direct services)
 - \$.30 daily with a maximum of \$6.00 per item
 - \$25.00 of fines suspends borrowing privileges
 - Establishes fees for various services (photocopying, printing, etc.)

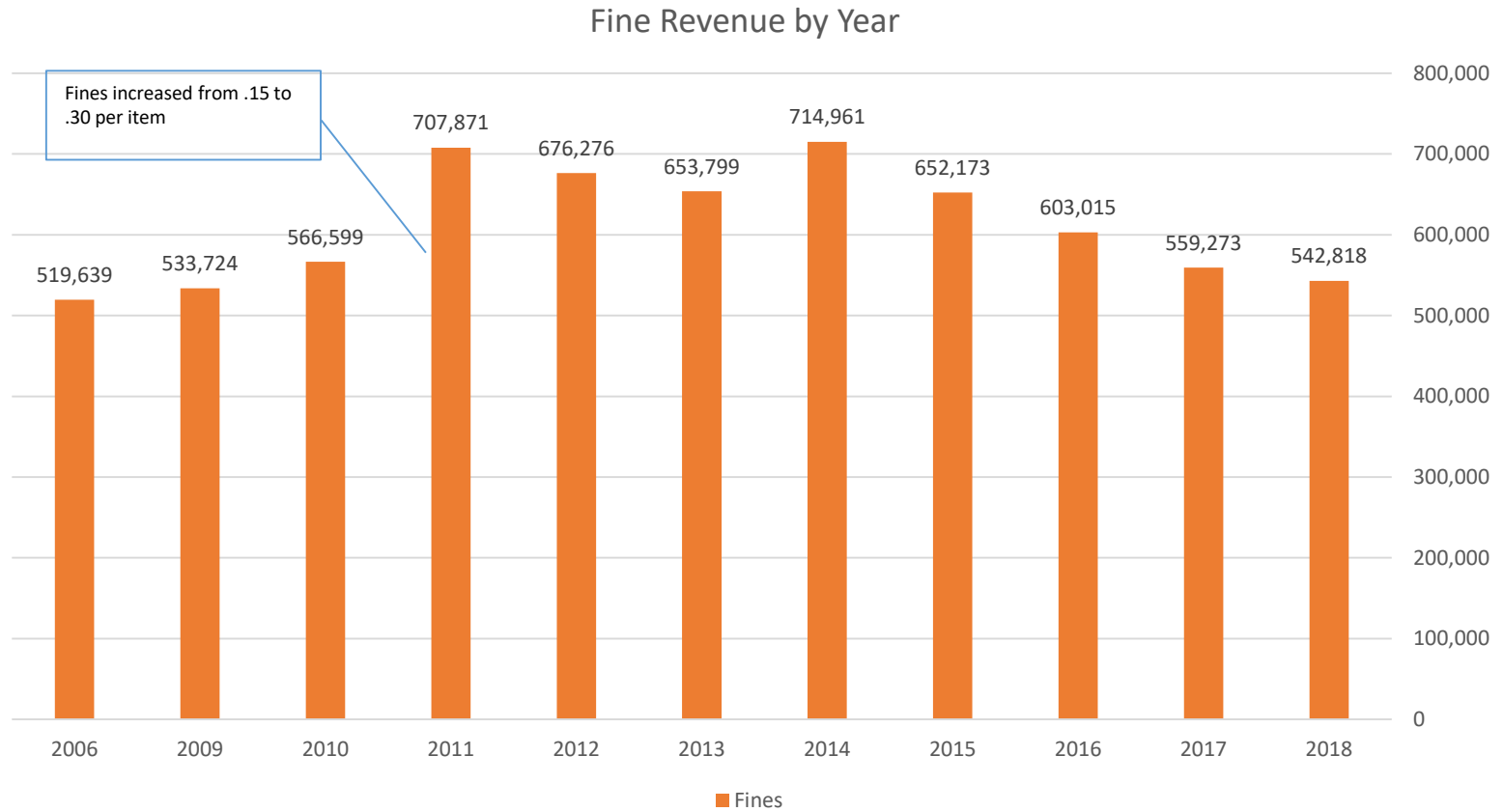
Trends in Fines – Policy

- ARM 50-30-40 (2009)
 - Allows the finance office to write off debts less than \$100 and more than three years old
 - Prohibits the library from writing off these debts and enforces that they remain collectible

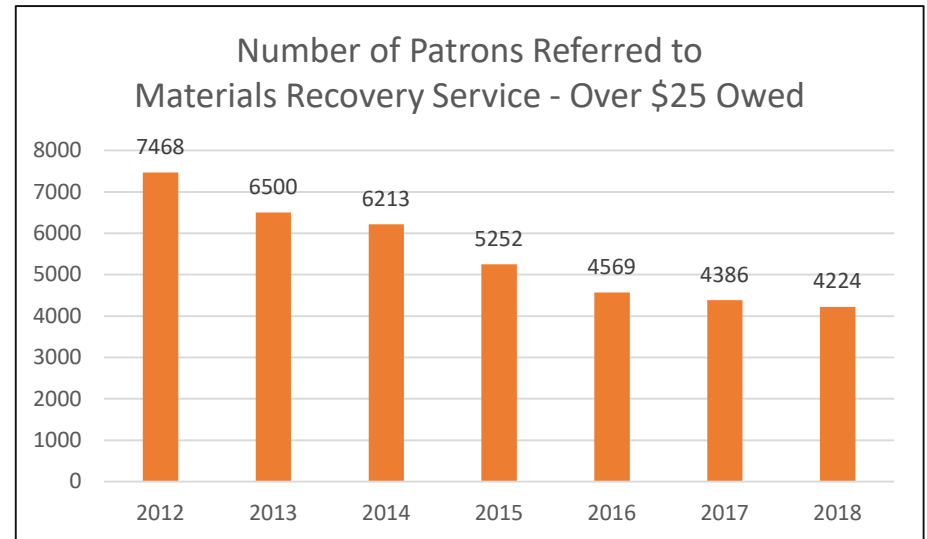
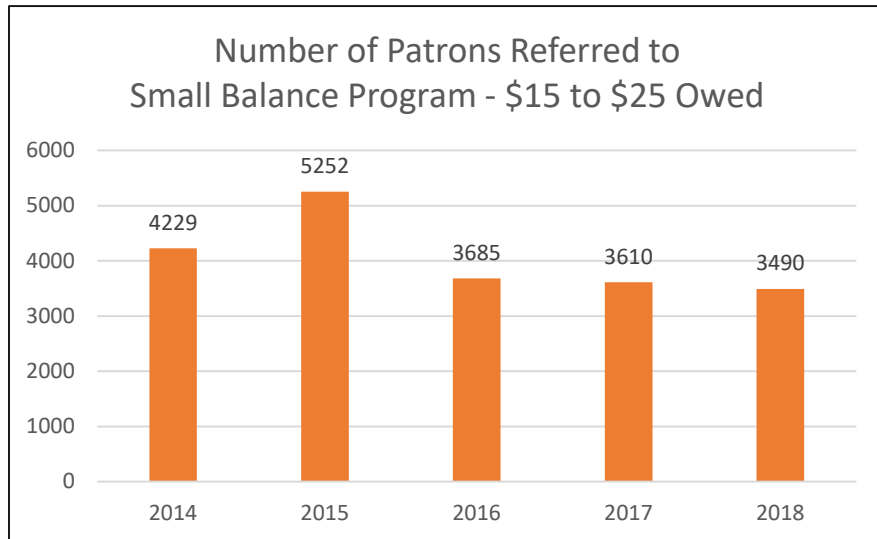
Trends in Fines – Policy

- ARM 20-10-95 (2011)
 - In 2011, the library could eliminate any fines \$6.00 or less billed before 2008
 - The library can eliminate fines older than five years and \$3.00 or less

Trends in Fines – History

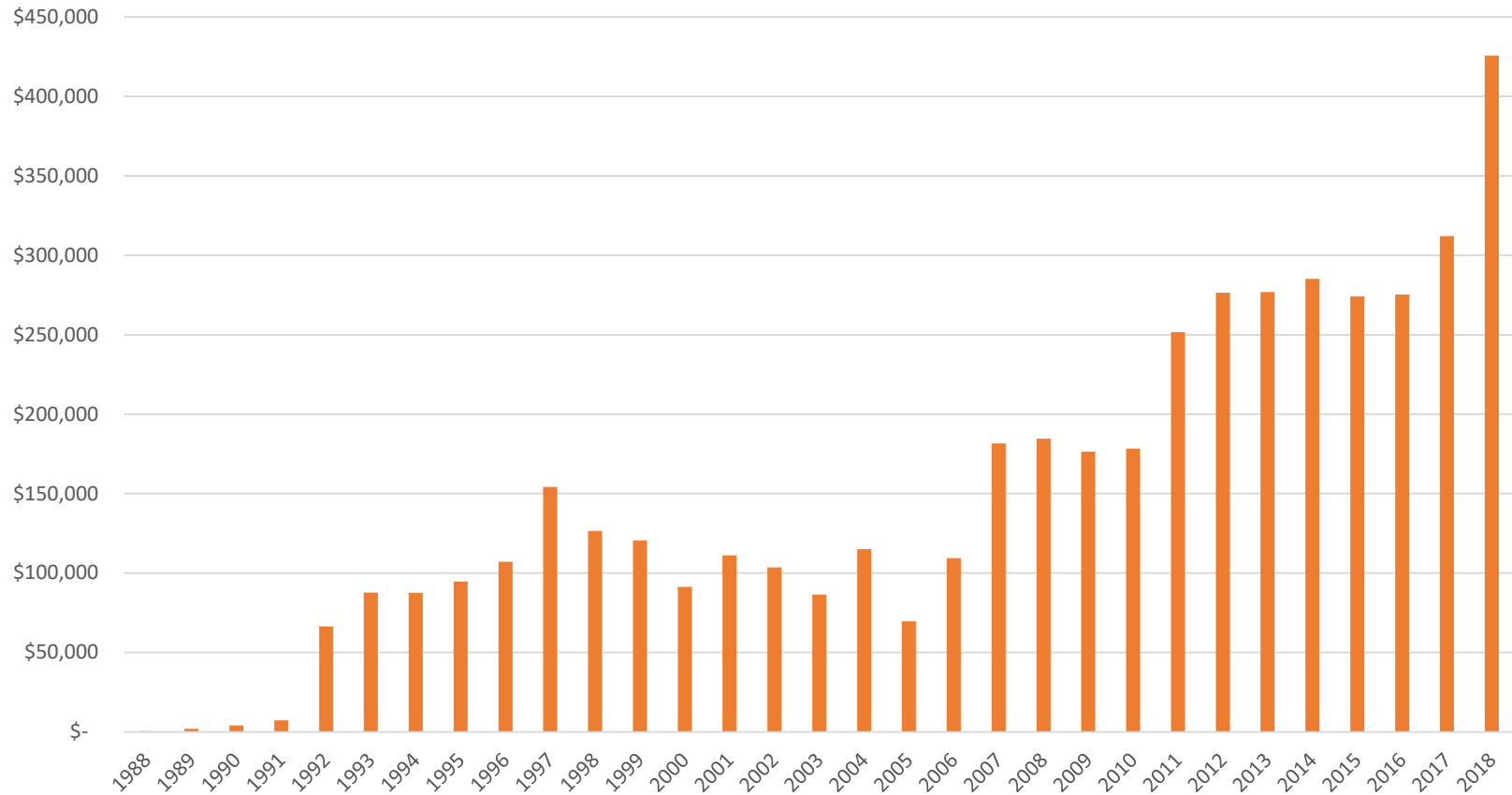


Trends in Fines – Patron Status

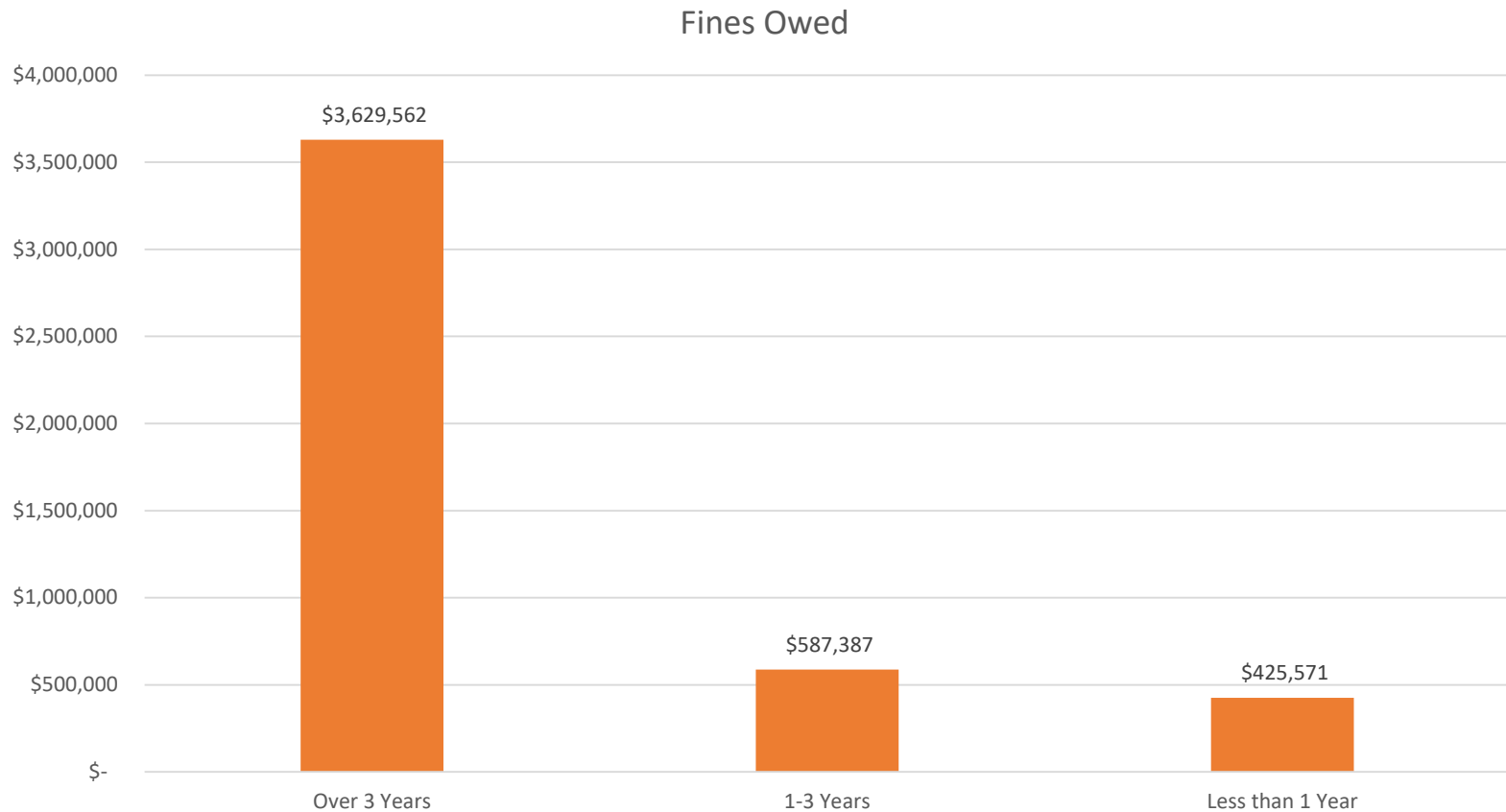


Trends in Fines – Patrons with fines

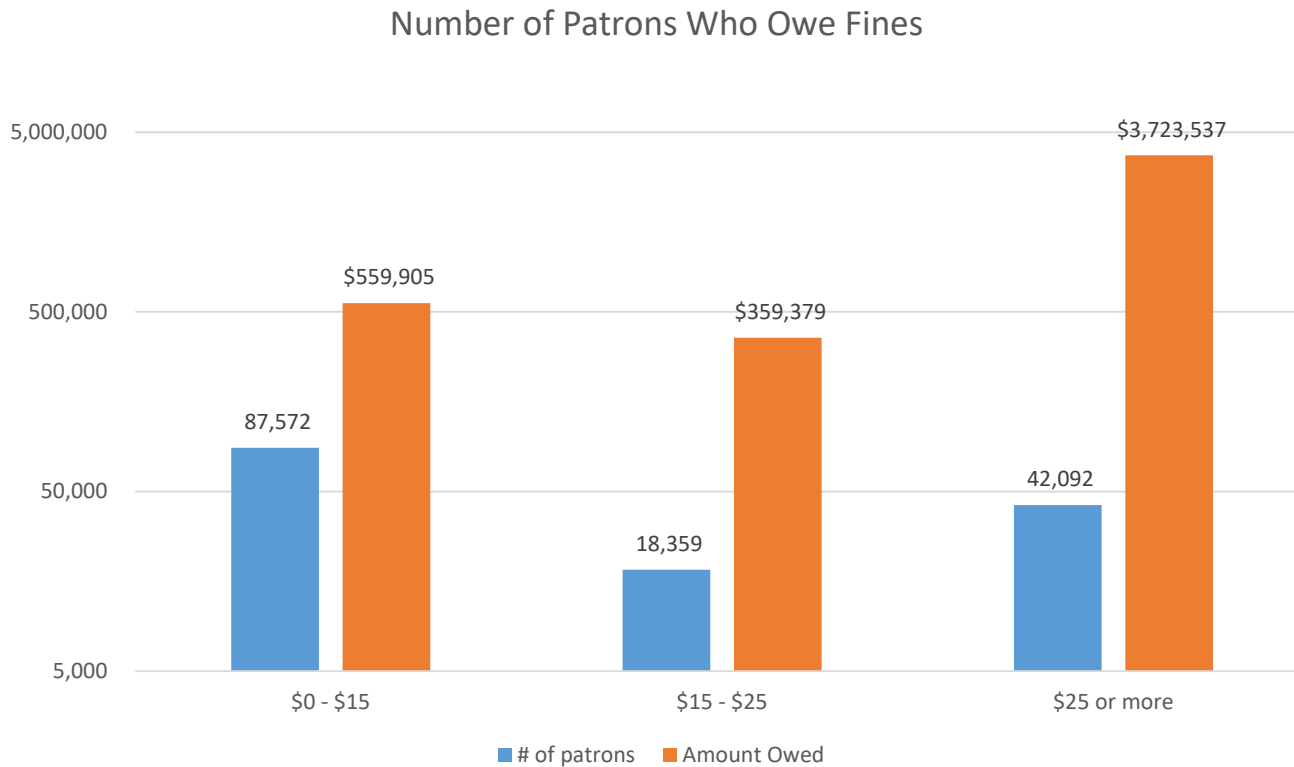
Amount Owed to Library by Year Assessed at end of 2018



Trends in Fines – Fines Owed



Trends in Fines – Patrons with Fines

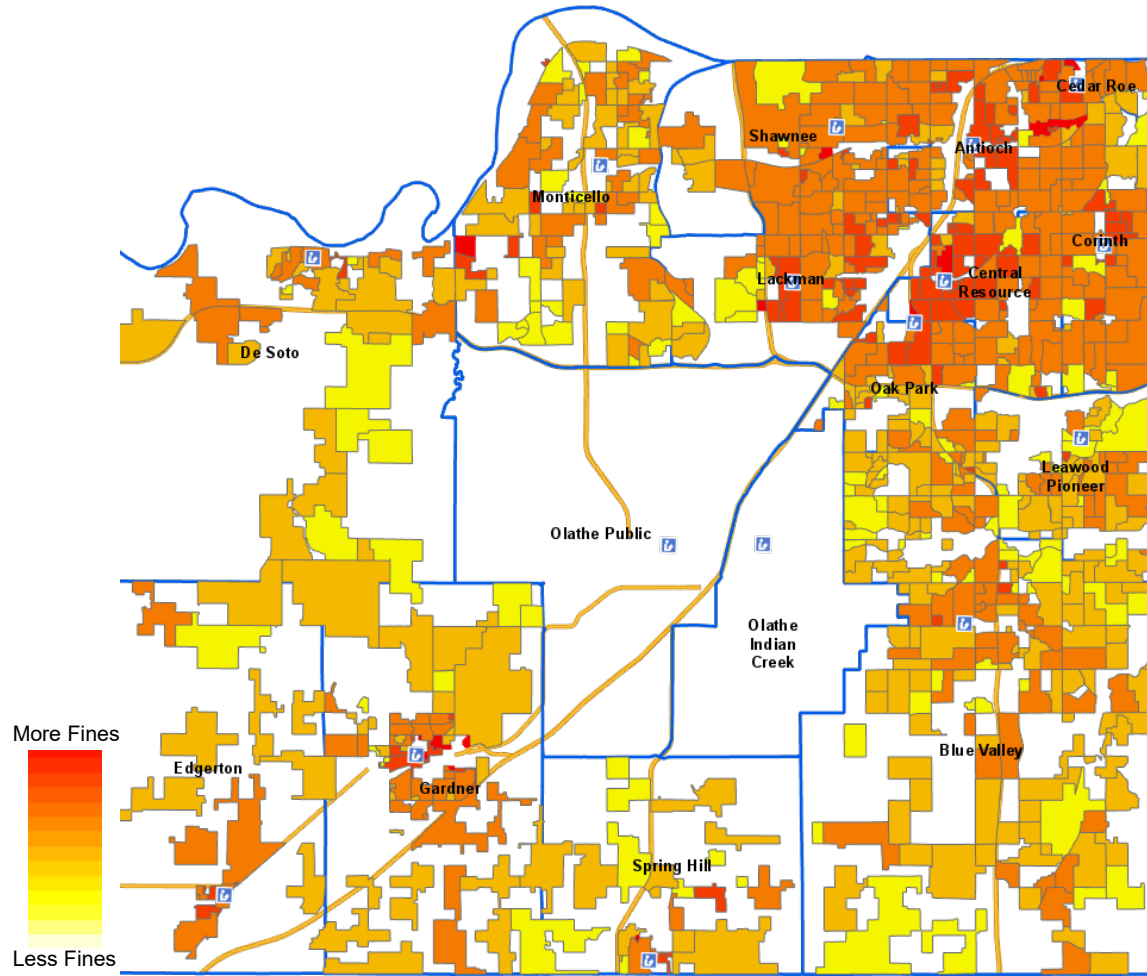


Trends in Fines – Our Community



Do fines impact demographic groups evenly or is there inequity?

Trends in Fines – Our Community



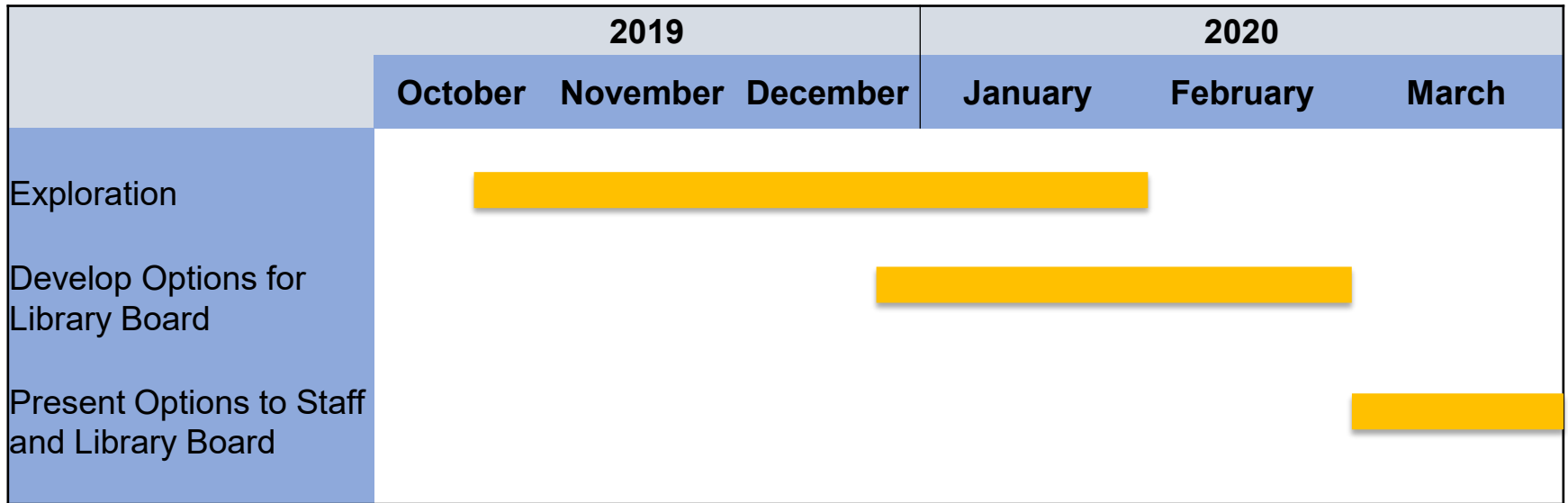
Fines Study Project Team



Scope of Project

- Examine our fines practice
- Produce options for JCL Board to consider regarding our fines practice.
- Include Olathe Public Library

Timeline



Trends in Fines - Mitigation

- Waiving – (JCL does this)
- Grace Periods
- Auto-renewal
- Fines forgiven for Food (donation)
- Amnesty Days
- Fine-Free Cards or Categories
- Repaying fines by volunteering or reading
- Elimination of Fines

Regional Library Fine Mitigation

- Topeka & Shawnee County Public Library
 - No fines on Children's Materials
 - Automatic Renewals 3 days before due date
- Lawrence Public Library (Nov 2019 proposal)
 - No fines on materials – Annual reduction of \$115,000 in revenue
 - Waive current fines (approx. \$300,000)

Regional Library Fine Mitigation

- Kansas City Public Library (July 2019)
 - “Freedom from Fines”
 - No fines on materials
 - Cleared existing account fines
 - Unblocked 9000 patrons

Regional Library Fine Mitigation

- Kansas City Kansas Public Library
 - Gives fine forgiveness coupons for summer reading (adults and kids)
- Mid-Continent Public Library
 - Fall “Food for Fines” program
 - Donations can be used in place of money to pay off fines (up to \$10)

Questions?

Central Staffing & Space Consolidation (CSSC)

Update – December 2019



Library

Updates

- RFP for Construction Manager
- Next Steps
- Timeline

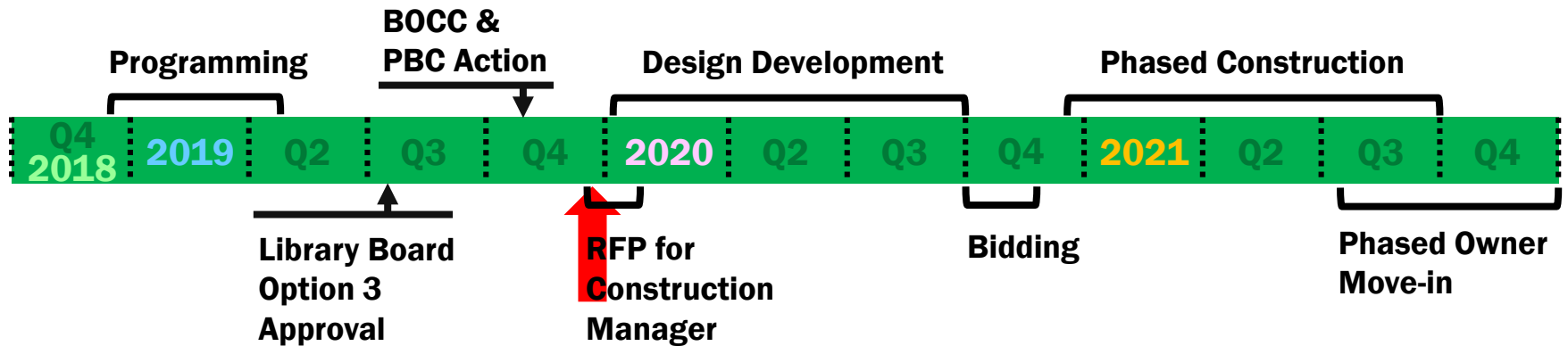
RFP for Construction Manager

- Nov. 22: RFP Issue Date
- Dec. 20: RFP Open Date (proposals due)
- Late Dec-late Jan: Selection Committee to review proposals and determine shortlist
- Jan. 28: Interviews with shortlist candidates

Next Steps

- Jan. 2020: Design development begins, which will include meetings with staff and department heads
- Jan/Feb: anticipated public input event

Central Staffing & Space Consolidation (CSSC) Anticipated Timeline



Antioch Library Replacement

Update – December 2019



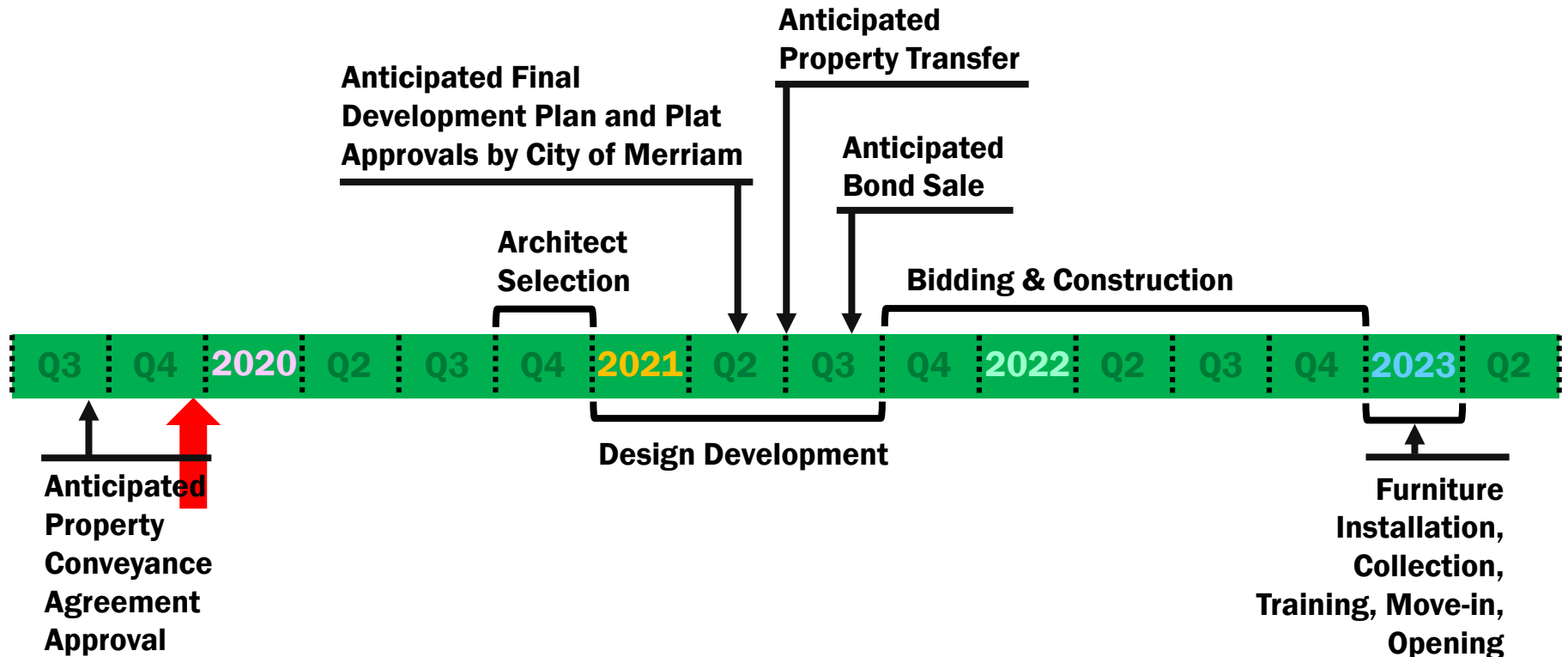
Updates

- Next Steps
- Timeline

Next Steps

- Shared Parking and Maintenance Agreement
- Architect RFP – anticipated Q4 2020

Antioch Replacement Anticipated Timeline



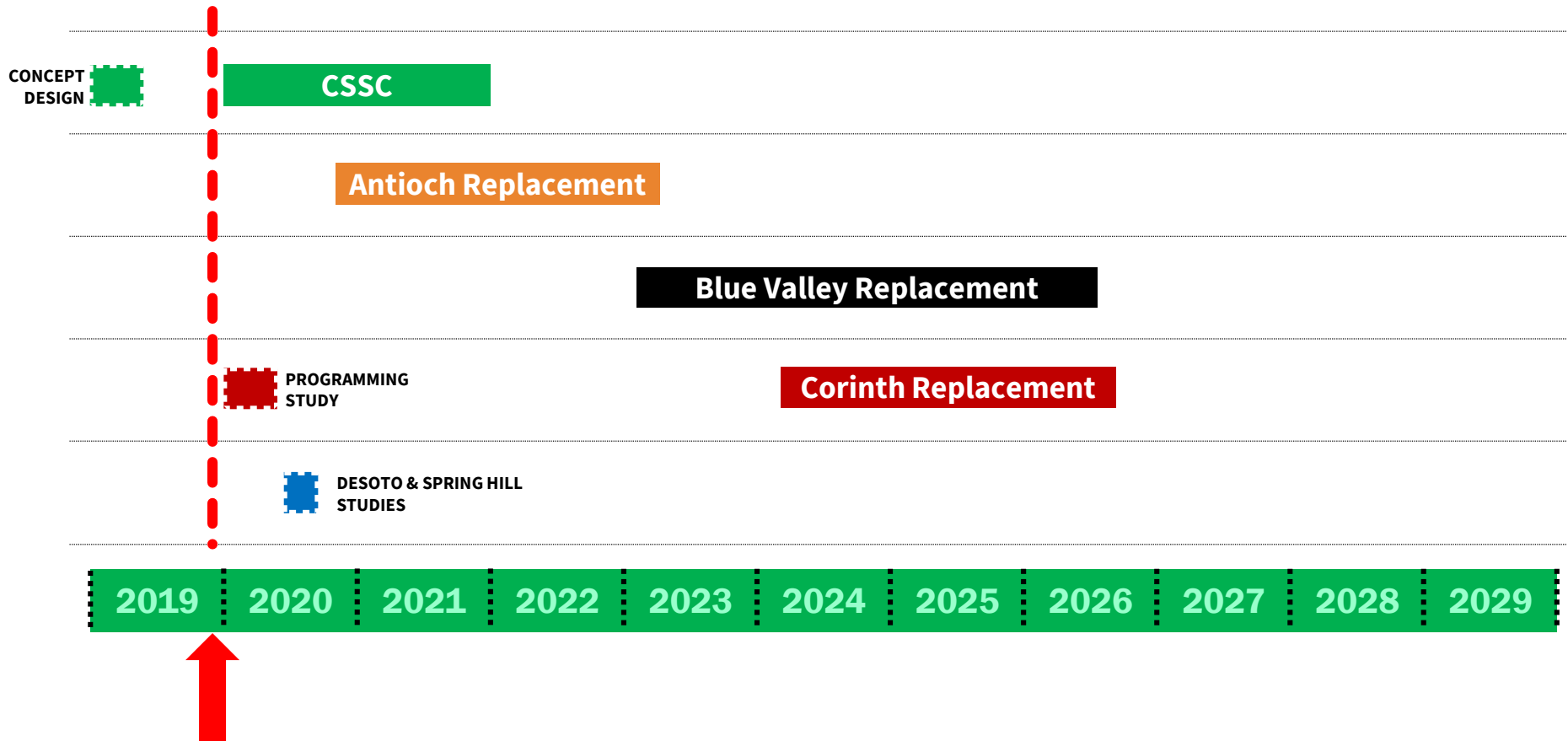
Capital Improvement Projects Timeline Summary

Update – December 2019



Library

Capital Improvement Projects Anticipated Timeline



This visual is shown as an illustration with anticipated dates, and may change.

Programs, Outreach, and Information Services

Writers Conference 2019

November 14-17

JOHNSON COUNTY
KANSAS

Library

Writers Conference 2019



- Offered 93 sessions facilitated by a 35 member faculty
- Over 300 copies of Volume 2 were distributed
- Supported in part by the Johnson County Library Foundation through the Joan Berkley Writers Fund



Liked by [hokansonh](#) and 15 others

[wade.writes](#) great way to spend a Saturday
[#jocowrites](#)

Writers Conference 2019



Johnson County Library Writers Conference has ended

Featured Speakers



Joshua Mohr
Author



Ron Currie, Jr.
Author



Annie Ward
Author



L.L. McKinney

How has writing helped you through difficult times?



November 12, 2019

By Polly Alice McCann

Poetry has helped me through difficult times. It has saved my life more than once. When I discovered poetry through a regular 101 class, the professor made us analyze a poem. I chose one about a potato that was thrown onto the compost pile. It was by Jane Kenyon. I was able to write 5 pages about a poem of hardly 20 lines. When I cracked open that poem and discovered so much about this person, and so many possibilities, I was hooked.

I took the poetry writing class next. During that period my grandfather died and we flew to Kansas City for the funeral. When I wrote a poem about the walk to the funeral home from my grandmother's house, something happened. I wrote how the flower seeds inside my pocket sprouted and grew sunflowers as large as cabbages how crows began following me as I walked. The poem broke open and unreal things sprang to life. The poem was magical. The poem was fantasy but the poem was truer than reality.

This January I will have been writing poetry for 20 years and each time I try to break open the poem and find that magical kernel of being that is truer than it is real. I've written over 500 poems and my goal is to write as many as Emily Dickinson, but not as many as Pablo Neruda. How did poetry help me through difficult times? Because it taught me the truth about myself and my situations, my relationships, the truth about my emotions, and my spirituality, and the magic of everyday adventures. To me, every day is a trip to Disneyland or down the Amazon. Because even just throwing out a potato, or driving past a carton of strawberries could be the answer to the universe, or at least my answer for today. Poetry helped me to friend myself. And that is what I hope writing whatever genre you feel drawn to, will do for you.

Writers Conference 2019

Saturday, November 16

9:00am	<ul style="list-style-type: none"> Writing Partners (seats 150) Full Hon. Curtis, Jr. • Joshua White Importance of Research (seats 24) Aisha Sharif Writing Documentary Films (seats 18) Michael Price Writing Hike (seats 12) Katie Klise Writing Your Mental Health Journey (seats 12) Audrey Gill NaNoWriMo Word Sprints (seats 24) Stephanie Sullivan Chamelet Psychic (8 drop ins) Susan Givens-Gardel Meet the Industry Insider (drop in)
10:00am	<ul style="list-style-type: none"> Importance of Research (seats 24) Aisha Sharif Mental Health Advocacy Writing (seats 12) Audrey Gill Live Poetry Editing by Hussar Medina (seats 150) Hussar Medina Critique Partner Matchup (seats 24) LIMITED Jessica Conley • Tiffany White Scrivener 101 (seats 18) Jenn Bailey
11:00am	<ul style="list-style-type: none"> Screenwriting Panel (seats 150) Eric Obenshain • Joshua White • Michael Price The Good, the Bad, the Ugly: How to Turn IRL Stuff Into Fiction (seats 24) Katie Klise Writing a Culture that's Not Your Own (seats 12) Gaelle Anstot Poetry Small Group Critique (seats 10) Hussar Medina Zine Workshop (drop in) Abigail Walden • Stephanie Iyer
12:00pm	<ul style="list-style-type: none"> Writing Contest Winners with The Inspiration Monkeys (seats 150) Inspiration Monkeys Bard Book Coaching (8 drop ins) FULL Phil Denver
1:00pm	<ul style="list-style-type: none"> Beta Reader Basics (seats 150) Jessica Conley Fractured Fairy Tales (seats 12) Gaelle Anstot Redeeming Your Villain (seats 24) Jenn Bailey The Other: How to Write Inclusively Authentically (seats 24) Mary Stineson Trimming the Fat From Your Prose (seats 18) Anthee Rodriguez Author Portraits (drop in) Jacobi Meyer The Long Haul Workshop Pt 2 (seats 10) FULL Hon. Curtis, Jr.
2:00pm	<ul style="list-style-type: none"> Conflict and Tension (seats 150) Joshua White Playwriting: Tips & Tricks (seats 24) Leslie Havelle Zuckor Redeeming Your Villain (seats 24) Jenn Bailey Writing Clearly: Paragraphs and Structure (seats 18) Andy Howe
3:00pm	<ul style="list-style-type: none"> Fantasy for Adults (seats 24) Elizabeth Burch Writing a Culture that's Not Your Own (seats 18) Gaelle Anstot 1st Page Reads (seats 150) Eric Obenshain • Jessica Conley • Polly McCann NaNoWriMo Word Sprints (seats 24) Stephanie Sullivan



Writers Conference 2019



Amber A. Logan @AmberAn... · Nov 16

Replying to @jaconoley

You guys read my first page at [#jocowrites](#) yesterday and gave me super useful feedback! I really appreciate it 😊



1



2



Sue
@suemaden

A fun evening at the [#jocowrites](#) writers conference at the Johnson County Library. I'm still on a bit of a high from my first time reading in public something I wrote. Looking forward to...

If you had to pick one word to describe the conference what would it be?

Inspiring *Engaging* *Fascinating* *Encouraging*
Improvement *Informative* *Useful* *Educational*
Nice *Value* *Broadening* *Intimate* *Inclusive*
Fantastic *Exciting* *Community* *Accommodating*
Generous *Enlightening* *Friendly* *Wonderful*
Fun *Vital* *Terrific* *Comprehensive* *Productive*

Questions?



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we are underpaid secretaries just
following our characters around -
scribbling, scribbling as fast as we can

- Joshua Mohr

Cedar Roe Roof Replacement Project

Update – December 2019



Updates

- Roof Replacement Update
- Next Steps
- Timeline

Construction Progress



Next Steps

- Facility and Maintenance Updates
- Deep Cleaning
- Prep for Reopening

Connecting

Cedar Roe: Where'd They Go?



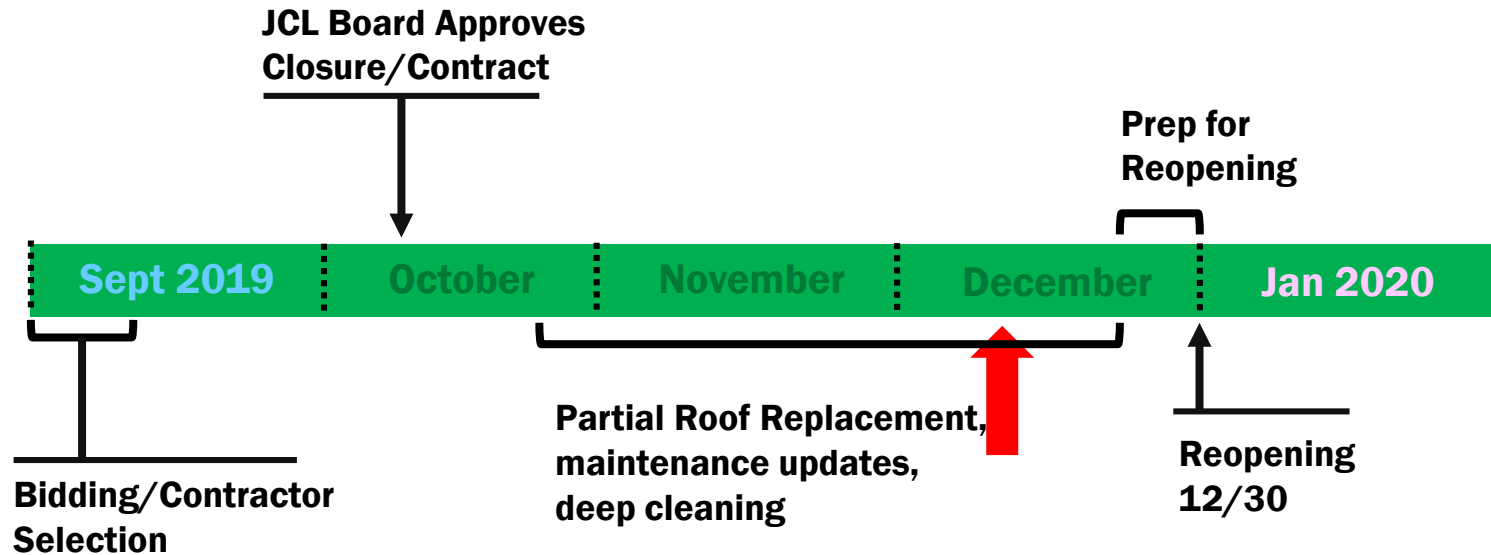
While Cedar Roe Library is having work done on its roof, Cedar Roe staff are helping out at various other locations.

Here's Jacqueline, a clerk, who can be found at Antioch during the construction!

Stay [up to date with Cedar Roe!](#)



Cedar Roe Roof Replacement Anticipated Timeline



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING
November 14, 2019
Central Resource Library
4:00 p.m.**

BOARD: Wayne Burke, Brandy Butcher, Bethany Griffith, Donna Mertz, Amy Ruo, Fabian Shepard, David Sims

BOARD ATTORNEY: Fred Logan, Andrew Logan

BOCC: Commissioner Hanzlick

FRIENDS OF THE LIBRARY: Jennifer Curtiss

STAFF: Brian Berrens, Amber Bourek Slater, David Davis, Abby Giersch, Lacie Griffin, Laura Hunt, Marty Johannes, Linda King, Juan Lopez-Tamez, Jennifer Mahnken, Michelle Olsen, Abigail Powers, Brad Reinhardt, Kinsley Riggs, Michaela Scruggs, Georgia Sizemore, Stephanie Stollsteimer, Tricia Suellentrop, Ben Sunds, Julie Timmins, Adam Wathen, Nicolle Welsch

GUESTS: Emilio Elliott, Maurica Hall, Nancy Hupp, Ashiya Lindsey, Andrew Porritt, Elizabeth Porritt, Ethan Stinnett

Board Chair Bethany Griffith called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS: There were none.

BOARD OF DIRECTORS COMMENTS:

Ms. Griffith shared that the annual Library Board retreat was last week, and the Board reviewed the capital library master plan priorities and completed some housekeeping by reviewing policies. The Library Board attended the Tri Board event on Tuesday with the Foundation and Friends Board. It was a fun event.

FRIENDS OF THE LIBRARY:

Jodie Dietz reported on behalf of the executive committee. The Friends thanked the Library Board for supporting the Big Kids Fall Book sale, they exceeded their budgeted revenue and earned more than \$7500 in the two half days of sale. The Friends earned positive media attention from the Kansas City Star, KC Parent online, Shawnee Mission Post, KCUR and Fox 4. The Friends anticipate more themed sales in the coming year.

Internet sales account for 33% of the Friends revenue. They presently have 13 volunteers listing items and five volunteers shipping items sold. 6,983 items are currently listed online for an average sale price of \$19.76.

A few significant online sales include:

- A boxed set of The Wind in the Willows for \$104.77
- Conspiracy 365: Set of 12 volumes, sold for \$104.43
- Quick-basic and Q-basic Using Modular Structure Alternate Edition with Visual Basic, sold for \$94.95

International orders were shipped to Australia, Austria, Canada and the Netherlands

The Friends continue their deliberate and focused implementation of the strategic plan. The executive committee and the operations manager are currently at work on business planning with a Library team. The Friends are examining performance of the business units: the three channels for book sales, and membership and analyzing ways to improve yield from those areas.

JOHNSON COUNTY LIBRARY FOUNDATION:

Stephanie Stollsteimer reported on behalf of the Foundation.

Ms. Stollsteimer acknowledged Foundation Board member, Sean Casserley. County Librarian, Sean Casserley, serves as Secretary of the Foundation board and it is wonderful to have him as a voting member, providing leadership and inspiration to the work of the Foundation. Ms. Stollsteimer thanked Mr. Casserley.

Ms. Stollsteimer reported that gross income from the Library Lets Loose totaled \$111,000. The net income after expenses is \$85,000. The Foundation is working to boost the fundraising number and have started on strategies for 2020.

At the December Library Board meeting, Ms. Stollsteimer will request the Library Board approve closing the Central Library for the Library Lets Loose event on September 12, 2020. After careful consideration the Foundation will recommend changing the date of the event to September 12.

In other Foundation News:

- The Foundation is moving into the fourth quarter with plans for year-end giving.
- The Annual Appeal mailing is being mailed today. It will land in the mail boxes of 2,000 donors and key partners.
- Giving Tuesday is December 3rd. That is a great day to make an online gift and the Foundation will be active on social media.
- Finally, the November board meeting will be held next week. The Foundation will recognize five outgoing board members, welcome four new board members and vote on a new slate of officers for 2020.

COUNTY COMMISSIONER REPORT

Commissioner Hanzlick shared that she is reading *Local Climate Action Planning: A Guide to Creating Low-Carbon Resilient Communities* by Michael Boswell, Adrienne Greve and Tammy L. Seal.

Commissioner Hanzlick initiated a sustainability committee for the County which is comprised of department heads and led by Sustainability Program Manager, Brian Alferman. The committee has finished defining their vision and mission. The overall goal is to look at ways to better address climate action needs, energy efficiency, sustainability and save money in the county. Eventually they would like to grow and bring in community partners.

Commissioner Hanzlick shared that the County has many sustainability initiatives and this committee is another piece.

Mr. Casserley thanked Commissioner Hanzlick for her leadership in this area.

BOARD COUNSEL REPORT

Legal counsel, Fred Logan, spoke about purchasing policy and the statutory exception for the collection, as well as the legal construct for development of the collection.

In 1984, the Library's governance statute was negotiated with the Board of County Commissioners. There were lengthy negotiations that led to the passage of legislation in the 1984 session, that became effective January 1, 1985. One provision was that Johnson County Library would follow County purchasing policies, with an important exemption in the statute.

The statute states, "any action taken by the Library Board or the County Librarian shall be subject by the following provisions established by the Board of County Commissioners: (3) purchasing policies and procedures except as provided in subsection (c) of K.S.A. 12-1225".

Section (c) of K.S.A. 12-1225 reads: “to acquire by purchase, gift or exchange, books, magazines, papers, printed materials, slides, pictures, films, projection equipment, phonograph records and other material and equipment deemed necessary by the board for the maintenance and extension of modern library service”.

Mr. Logan shared that the significance is that the Commissioners removed themselves from selecting Library materials.

The Library Board establishes a Collection Development Policy that sets the broad policy by which the staff selects Library materials. This is a sophisticated construct that has worked well.

Commissioner Hanzlick commented that she was recently contacted by a resident who mentioned that she requested the Library purchase several books about a topic she was interested in. The Library did purchase the books. Commissioner Hanzlick thanked staff for being responsive to the requests and interests of citizens.

Mr. Casserley thanked students from Shawnee Mission West for attending the meeting. He also recognized new employees and welcomed them to Johnson County Library.

COUNTY LIBRARIAN REPORT

Finance Report – Tricia Suellentrop, Deputy County Librarian

Ms. Suellentrop reported the financial statements are as of September 30, 2019, which is 75% through the year. The debt payments have been made and recorded as of September 30.

90% of revenue has been received for the year. The budget has been spent to 65%, which includes the encumbrances for the collection.

Mr. Sims asked where the Antioch sewer repairs will come from.

Ms. Suellentrop responded that they will come from another cost center in facilities. We build contingencies into the budget for emergencies.

Trends in Human Resources and Volunteers – Adam Wathen, Associate Director of Systemwide Services and Amber BourekSlater, Volunteer Coordinator

Mr. Wathen shared the core operational statistics of Digital Circulation, Physical Circulation and Visitation. In September, digital circulation paced above previous years, physical circulation was about the same as last year and visitation is slightly down.

Mr. Wathen shared the trends in Human Resources. The first trend shows the number of staff the Library has in terms of individual employees and in terms of the Full-Time Equivalency (FTE) of those positions. FTE is a way that the Library tracks the number of hours dedicated to service lines. We had 408 individual people on staff at the beginning of 2018, which represents 310.76 FTE because many individuals work part time.

The number of staff was flat with a jump in 2018. The jump includes hiring for Monticello and Lenexa City Center. We added over 50 positions with the addition of Monticello and growth of Lenexa.

The second report shows how many of our staff work full time, part time with benefits and part time without benefits. Staff receive some benefits at 20 hours per week. Medical benefits begin for workers at 30 hours or more. Our non-benefitted positions are primarily pages who work 16 hours per week shelving materials.

Mr. Wathen displayed a graph showing how FTE breaks out by library function. The primary FTE dedication is to materials handling. The second highest area is in customer service. This trend has remained static in the number of staff in each of these areas until 2018 with the hiring for Monticello and Lenexa.

In 2018, the Library had 1,380 volunteer opportunities. Volunteers contributed 52,903 hours of service, and the monetary value of their service was \$1,345,323.

We continue to see incremental annual growth in volunteer hours and numbers of volunteers. The largest number of volunteers and hours come from the Friends of the Library volunteers. They account for 41% of all library volunteers and over on third (37%) of all volunteer hours. They are often volunteers who commit weekly volunteer shifts helping sort materials, pull send items and shelve holds.

In December, Mr. Wathen will bring forward information about the Library's fines practice. Library staff have embarked on a project to bring fines options to the Library Board. The presentation next month will provide some background.

Mr. Casserley noted that one trend is for Libraries to go fine free, and the Kansas City Public Library has recently gone fine free. Patrons have been asking staff if Johnson County Library plans to go fine free. The study will help us analyze options in detail.

COMPREHENSIVE LIBRARY MASTER PLAN

Antioch update

Deputy County Librarian, Tricia Suellentrop, reported for Project Coordinator, Scott Sime.

Ms. Suellentrop shared that the Library Board received these reports at the November Board retreat and there is not significant new information.

Ms. Suellentrop reviewed the anticipated timeline. The anticipated opening is in late 2023.

Central Staff Space Consolidation (CSSC)

The Request for Proposal for the Construction Manager will be released on November 22. It will be open for approximately four weeks and the end of the process will be late January.

Mr. Casserley and Ms. Suellentrop reminded the Board not to engage in conversations with construction managers during this time as the process moves forward.

Design review will begin at the end of February.

Corinth update

We are anticipating completing a programming study for the Corinth Library Replacement in 2020. This study is anticipated to confirm the anticipated building components and services, as well as the size and cost of the building.

Timeline Summary

Overview of County Facilities Department – Brad Reinhardt, Facilities Director

Facilities Management Director, Brad Reinhardt, formally introduced himself and the Facilities Management department to the Library Board. The Facilities Management department is excited to enter into the next stage of partnership with the Library, and they intend to provide excellent service.

The Facilities Management department care for buildings throughout their life cycle. Mr. Reinhardt shared an overview of the responsibilities of each group within the department.

Mr. Reinhardt shared the organizational chart and introduced Facilities Management department staff members, Nicolle Welsh, Robert Rives, Georgia Sizemore, Abby Giersch and Juan Lopez-Tamez.

The department endeavors to be a professional facilities management organization. They are serious about the work they do and want to help the Library be successful.

Strategic Priorities guide the work of the entire team. The priorities are structured around a balanced scorecard framework and they plan, implement and measure.

Commissioner Hanzlick congratulated the Library and the Facilities Management department for building this relationship that will be a benefit to the Library and County as a whole. She shared Assistant County Manager, Joe Waters', congratulations as well.

Mr. Casserley thanked Mr. Reinhardt for his leadership and sharing the vision, mission and culture of the Facilities Management department. The Library appreciates the customer focus.

Mr. Shepard commended Mr. Reinhardt on accepting this task.

UPDATES

Lenexa Library LEED Silver

Mr. Casserley shared that the Lenexa Library has achieved LEED Silver status.

Women and Money – Marty Johannes, Careers and Personal Finance Librarian

Ms. Johannes stated that, generally speaking, women earn less, save less, and live longer than men. For this reason, the Housing and Credit Counseling, Inc., developed the Women & Money program to empower women to become more financially literate and confident. For the last six years, Johnson County Library has partnered with HCCI to offer the Women & Money program.

For the first 4 years, the program was presented as a series of classes held over a 6 to 7-week period. This year, for the second year in a row it was offered as a full-day event on Saturday, October 12.

The Day kicked off with a keynote address by Helaine Olen, author of *Pound Foolish: Exposing the dark side of the personal finance industry* and co-author of *The Index Card: Why personal finance doesn't have to be complicated*.

The afternoon sessions, on a variety of finance-related topics, were presented by staff from non-profit or government agencies.

- HCCI staff presented sessions on budgeting apps; the pros and cons of renting vs. owning; and credit scores and reports.
- A representative from the Kansas Insurance Department talked about the importance of auto and home insurance
- A Kansas Securities Commissioner staff person spoke about investing
- A representative from the Kansas Bank Commissioner discussed banking fraud.
- An elder law attorney from the Kansas Legal Services presented on wills and end-of-life planning.
- The Director of Employment for the Women's Employment Network spoke about job readiness.
- Library staff presented 20 minute "Find it Here" talks promoting the Makerspace, online courses, career resources and entertainment materials.

97 women attended this year's Women & Money Day, and this year 10 incarcerated women were able to attend.

Many of the attendees provided comments about their experience. One attendee shared this was the 4th year that she had attended the Women & Money and that each year she learned something new.

In response to a question, Ms. Johannes stated that the program is designed for women across the age spectrum and that the average age of attendees is 54.

Mr. Burke commented that this is a phenomenal program and asked if information is provided about credit score reports or credit card debt.

Ms. Johannes answered that every attendee was given the opportunity to sign up for debt reduction assistance.

Ms. Griffith commented that this program meets a need that people are not learning in school, and that the Library can help people with skill sharing and information deficits.

Mr. Casserley thanked Ms. Johannes for the work she is doing

Lackman Study

Mr. Casserley reported that this is going forward, and the committee is continuing to work on the business plan.

Cedar Roe Roof Replacement Update

The Cedar Roe project is moving forward, and the weather did not cause a delay.

Antioch Sewer Update

The sewer has been fixed at Antioch. Mr. Casserley thanked Mr. Rives for playing an integral role in fixing this issue. A plan has been put in place for annual maintenance of the sewer line.

Finance Director Search

The hiring committee will be interviewing six candidates for the Finance Director position. There were 34 total applicants.

Kansas Library Association Update – Ben Sunds, AD for CX

Mr. Sunds shared the 2019 Kansas Library Association (KLA) Conference was hosted in the Overland Park Convention Center on October 23, 24 and 25. The conference theme was Libraries Build Communities – Healthy, Wealthy and Wise.

Johnson County Library and Olathe Public Library offered tours for the newest Library buildings in the County. 90 KLA tour attendees visited Lenexa Library, Monticello Library and Olathe Public Library's Indian Creek Library.

CONSENT AGENDA

Minutes of the October 10, 2019 Library Board meeting

Motion: Amy Ruo moved the Library Board approve the consent agenda.

Second: Brandy Butcher

Motion approved unanimously

Consideration of Approval of the Sirsi Dynix contract in the amount not to exceed \$213,615.86

SirsiDynix provides our Integrated Library System (ILS) software - the core service that enables many day-to-day functions in the Library. The ILS maintains records for all items in the collection, all patron cardholders, and all account activity performed. Patrons interact with the ILS whenever they use the web catalog, self-check machines, and automated sorters. Staff interact with the system through the Workflows client application provided with the software to manage the entire lifecycle of an item in the collection.

The overall increase for this year's renewal from last year's renewal matches the level of the previous years – 3.9%. This is the level of increase we have seen historically for this service.

The SirsiDynix annual renewal includes several services:

- Symphony – maintenance cost for the core software
- Enriched Content-Basic Subscription and Enriched Content-Elements Subscription - book jackets and descriptions of materials that display to patrons in the web catalog. Without enriched content, the catalog would not include images or helpful descriptions including tables of contents, character lists, summaries, etc.
- Oracle renewal – maintenance cost for the software running the underlying database
- SIP/SIP2 license – maintenance fee for external systems to securely access the database such as the self-check machines, the sorters and smart chute, and online databases (so patrons can log on from home, showing that they are valid card holders).
- API (Application Program Interface), which allows for custom reports and database updates by the Library's Administrators
- Platinum service – this support level allows savings on other services which would be billed separately including:
 - better pricing for custom services like adding new or temporary library locations,
 - support for after-hours upgrades (that decrease impact on patrons),
 - 20 hours of consulting service for special projects,
 - higher level support and quicker access to dedicated support professionals,
 - regular meetings with Sirsi experts for ILS administrator and impacted staff to support collection management initiatives, and
 - regular updates of cataloging metadata to meet cataloging standards.

Olathe Library is billed for their portion of this renewal through the Interlocal Agreement.

Mr. Sims asked when Sirsi was first purchased for the Library.

Mr. Casserley responded it has been our ILS since 2004 or 2005. The metro area Libraries also use Sirsi, which is beneficial when negotiating and working with SirsiDynix.

Mr. Casserley commented that this is a large amount of money and that long-term the annual increase will be unsustainable. Moving from one ILS to another can be a million-dollar expense and is often a multi-year transition. Sirsi Dynix has been meeting their service level agreement, although Mr. Casserley stated their customer service could be better.

Motion: Brandy Butcher moved the Johnson County Library Board of Directors approve the renewal of SirsiDynix software maintenance renewal in an amount not to exceed \$213,615.86.

Second: Donna Mertz

Motion approved unanimously

OLD BUSINESS

Consideration of approval of the MOU with County Facilities Management Department

JCL has worked in partnership with County Facilities since 2007, using them to assist us with and manage our Capital Improvement Projects. This partnership has been extremely successful and beneficial to JCL. County Facilities has the expertise to manage these large projects whereas Library staff does not. It has freed up Library staff time to focus on the things we are good at – serving JCL patrons.

In July, staff brought the temporary outsourcing of custodial services to the Library Board for approval. This partnership has been in place for three months now and has proven to be successful. JCL buildings are cleaned to county standards; County Facilities has addressed long-standing training issues; vacant custodial positions are in

the process of being filled by County; custodial staff is better using the tools available to identify work; Facilities staff has been meeting with custodial staff regularly and we are seeing great results.

We would like the Board to consider allowing us to extend our partnership for the entire management of JCL Facilities to County Facilities. This proposed MOU incorporates the current MOU we have with County Facilities and expands it to include the management of custodians and building maintenance. It also would include the management of our fleet. We feel this will be beneficial to us because County Facilities has greater expertise to evaluate our current systems, to maintain our buildings, and to ensure staff is trained appropriately. It allows us to take advantage of economies of scale in purchasing. We are confident in the service that is already provided to us by County Facilities and feel this is a natural next step. The Johnson County Library Board would continue to own or lease all its buildings and properties.

County Facilities successfully manages the maintenance and custodial services of over 40 other county buildings, totaling ~2.25M square feet. JCL currently uses County HR to manage all our HR issues. We also successfully and cooperatively work with the county Department of Technology and Information (DTI). This proposed MOU is another step in continuing to work cooperatively with Johnson County and to be as efficient as possible with JCL resources.

Motion: Amy Ruo moved the Johnson County Library Board of Directors approve the expanded memorandum of understanding with Johnson County Facilities to manage the cleaning, maintenance, and fleet of Johnson County Library, in addition to the capital improvement project work for which they currently partner with us.

Second: Donna Mertz

Motion approved unanimously

ADJOURNMENT

Motion: Fabian Shepard moved the Library Board of Directors adjourn.

Second: David Sims

Motion approved unanimously

Meeting adjourned at 5:51 p.m.

SECRETARY _____
Amy Ruo

CHAIR _____
Bethany Griffith

SIGNED _____
Sean Casserley

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT
Period: OCT-2019**

		Receipts	Payments	Balance
	Opening cash balance			\$147,082.58
	Add Receipts	\$213.85		
	Less Payments		\$0.00	
	Ending Cash balance			\$147,296.43
	Less Liabilities		\$0.00	
	Unobligated cash balance			\$147,296.43

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 12, 2019
Re: **Central Resource Library – Evergy Easement Conveyance Agreement**

Issue: Consider approving an Easement Conveyance Agreement between the Board of Directors of the Johnson County Library (JCL) and Evergy Metro, Inc. on the Central Resource Library site.

Suggested Motion: I move that the Library Board approve an Easement Conveyance Agreement between the Board of Directors of the Johnson County Library (JCL) and Evergy Metro, Inc. on the Central Resource Library site.

Background: Evergy desires to place an underground conduit and cable along the west side of the Central Resource Library, to provide additional power capacity to the surrounding neighborhood.

Analysis: This easement conveyance agreement provides the necessary legal authority to allow Evergy to enter this area for installation, maintenance, and improvement of the underground conduit and cable, and equipment boxes to be located within the easement area. This work is anticipated to be completed in 2-3 months, weather permitting. The conduit depth will be over 60” to minimize impacts to curbs, tree roots, and other existing underground utilities.

Evergy has consulted with a certified Arborist regarding the existing trees - no impacts to the trees are expected. Minimal construction noise is anticipated. The work is not anticipated to close the northern-most Farley St. entry to the library. The rear (southern-most) driveway may need to be temporarily closed during work – timeframes are minimal and during non-business hours.. When the work is completed, there will be above-ground equipment boxes present. Evergy will replace landscaping after the power conduit and cable are installed.

Alternatives: 1) Approve the Easement Conveyance Agreement. 2) Not approve the Easement Conveyance Agreement.

Legal Review: JCL Counsel has reviewed and approved the Easement Conveyance Agreement.

Funding Review: There is no new funding required for this item.

Recommendation: To approve an Easement Conveyance Agreement between the Board of Directors of the Johnson County Library (JCL) and Evergy Metro, Inc. on the Central Resource Library site.

S 36 |NE/NW QQ/Q
T 12S|Johnson County
R 24E|Kansas State

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this _____ day of January, 2020, by and between the **Board of Directors of the Johnson County Library**, the governing board of a Kansas public library district, "**GRANTOR**" and **Evergy Metro, Inc.**, a Missouri Corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to:

Evergy
Kent Fredlund
Real Estate Dept. F&M-2
PO Box 418679
Kansas City, MO 64141-9679

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby **GRANTS, BARGAINS, SELLS AND CONVEYS** to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of **GRANTEE** over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said perpetual non-exclusive easement being situated in the County of Johnson, in the State of Kansas, said easement more particularly described as follows:

The East fifteen (15) feet of the West twenty-five (25) feet of that part of Lots 35, 52 and 67 of Lots 28 to 119 Breyfogle, a subdivision of land in Johnson County, Kansas, and vacated 88th Street lying between said Lots 52 and 67, lying East of, parallel with and adjoining the Easterly right-of-way line of Farley Street as now established in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 36, Township 12, Range 24, Johnson County, Kansas.

GRANTEE may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair or compensate for any damage caused by its use, repair, or improvement to said perpetual easement. All logs, limbs, or brush cut or trimmed by Grantee shall be removed by Grantee unless Grantor otherwise requests.

IT BEING THE INTENTION of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: **PROVIDED**, however, such use shall not, in the judgment of said

Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

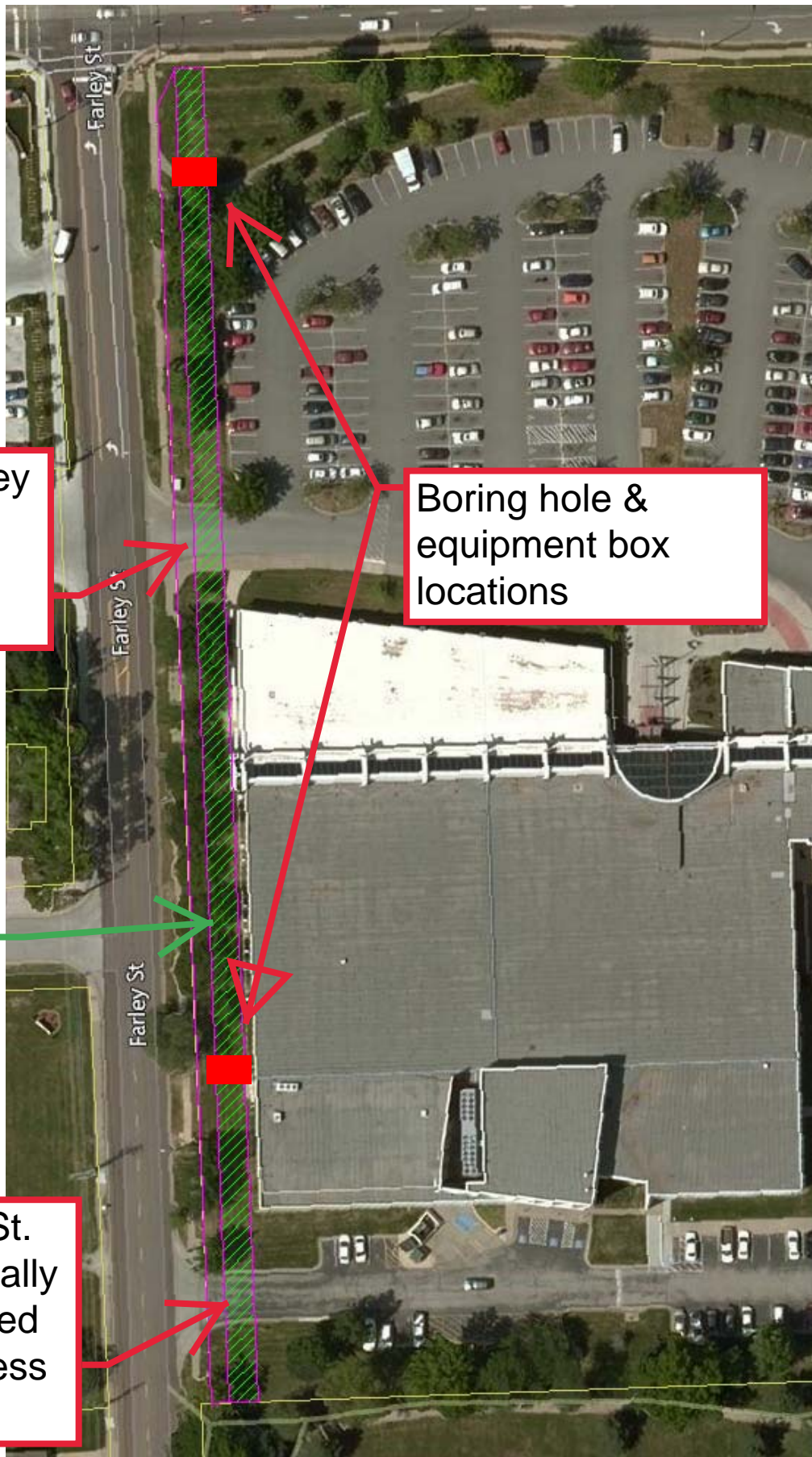
LANDSCAPE CLAUSE

Grantor agrees to plant, install and maintain any and all landscaping required by City Ordinance to screen utility structures located on the property.

Title to said lines shall be and remain in said Grantee

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

SIGNATURES ON FOLLOWING PAGE



Northern Farley St. entrance - unaffected by construction

Boring hole & equipment box locations

No trees impacted by this installation

Southern Farley St. entrance - potentially temporarily affected (not during business hours)

To: Library Board of Directors

From: Sean Casserley, County Librarian

Date: 12/12/2019

Re: Consent Agenda: Approval of Bibliotheca Service and Maintenance/Extended Warranty

Background: Bibliotheca systems are in use at most library locations tracking and handling materials including:

- Sorters including sorter and conveyance components
- Self check machines
- Security gates
- RFID pads at public service workstations

Suggested Motion: I move the Johnson County Library Board of Directors approve the renewal of Bibliotheca Service and Maintenance/Extended Warranty Quote in an amount not to exceed \$139,519.07.

Analysis: Bibliotheca furnishes support by technical professionals and replacement parts to maintain materials handling equipment in proper operating condition. Bibliotheca also provides software updates to ensure continued security and smooth operation of all systems. There is no increase in cost over last year for this year's renewal.

Breakdown of equipment at each location supported by Bibliotheca:

- Central:
 - Automated materials handling system (sorter)
 - 5 self checks
 - Security gates
 - RFID pads at service points, Circulation Services processing stations, Interlibrary Loan, Technical Services
- Antioch
 - 3 self checks
 - Security gates
 - RFID pads at service points, Circulation Services processing stations
- Blue Valley
 - 5 self checks
 - Security gates
 - Automated materials handling system (sorter)
 - RFID pads at service points, Circulation Services processing stations
- Cedar Roe
 - 2 self checks
 - Security gates
 - RFID pads at service points, Circulation Services processing stations
- Corinth
 - 4 self checks
 - Two security gates
 - RFID pads at service points, Circulation Services processing stations
- DeSoto
 - 1 self check
 - RFID pads at service points, Circulation Services processing stations
- Edgerton
 - RFID pads at service points
- Gardner
 - 2 self checks

Library

- Security gates
- RFID pads at service points, Circulation Services processing stations
- Leawood
 - 4 self checks
 - Two security gates
 - Automated materials handling system (sorter)
 - RFID pads at service points, Circulation Services processing stations
- Oak Park
 - 4 self checks
 - Two sets security gates
 - RFID pads at service points, Circulation Services processing stations
- Shawnee
 - 3 self checks
 - Security gates
 - RFID pads at service points, Circulation Services processing stations
- Spring Hill
 - 1 self check
 - RFID pads at service points

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:

- Purchase replacement equipment from competing vendor with different maintenance costs
- Limit the number of self-checks and RFID pads impacting patron convenience and staff's ability to provide customer service
- Eliminate sorters and ask staff to process materials manually, taking them away from customer service

Legal Review: This contract has been reviewed by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the renewal of Bibliotheca Service and Maintenance/Extended Warranty Quote in an amount not to exceed \$139,519.07.

Service and Maintenance/Extended Warranty Quote

Quote Date: 12/04/2019
Quote Number: QUO-127648-F5K1

Licensee Bill To:

Johnson County Library - KS - Main
Michelle Beesley
9875 W 87th St
Overland Park KS 66212-4565
United States of America

beesleym@jocolibrary.org
Tel: (913) 826-4526

System Licensee:

Johnson County Library - KS - Main - Johnson
County Library
Michelle Beesley
9875 W 87th St
Overland Park KS 66212-4565
United States of America

Sales Contact: Contract Team

Sales Phone: 800-328-0067

Sales Email: service-renewals-us@bibliotheca.com

Contract: US-78141-W0R9
Term: 2/1/2020 - 1/31/2021
Renewal

Quote expires (180) days from Quote Date above.

Item ID	Item Type	Quantity	Sale Price	Sub Total
SUP000002-000-US	ANNUAL SUPPORT & MAINTENANCE Contract Term: Feb 01, 2020 - Jan 31, 2021	1	\$139,519.070	\$139,519.07
Total (Less Sales Tax):				\$139,519.07
Grand Total:				\$139,519.07

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.

Service and Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Main	RFID Conversion Station:815	21007003		02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	RFID Conversion Station:815	21007023		02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	RFID Conversion Station:815	21007028		02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	2820	28200077		02/01/20	01/31/21	\$3,304.16
Johnson County Library - KS - Blue Valley Library	2820	28200078		02/01/20	01/31/21	\$3,304.16
Johnson County Library - KS - Main	2820	28200079		02/01/20	01/31/21	\$3,304.16
Johnson County Library - KS - Main	2820	28200080		02/01/20	01/31/21	\$3,304.16
Johnson County Library - KS - Leawood Library	2820	28200106		02/01/20	01/31/21	\$3,304.16
Johnson County Library - KS - Leawood Library	2820	28200107		02/01/20	01/31/21	\$3,304.16
Johnson County Library - KS - Leawood Library	2830	283000047		02/01/20	01/31/21	\$4,304.16
Johnson County Library - KS - Main	2830	28300029		02/01/20	01/31/21	\$4,304.16
Johnson County Library - KS - Blue Valley Library	2830	28300032		02/01/20	01/31/21	\$4,304.16
Johnson County Library - KS - Blue Valley Library	2850 FX	28500141		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Blue Valley Library	2850 FX	28500142		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Blue Valley Library	2850 FX	28500143		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Leawood Library	2850 FX	28500194		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Leawood Library	2850 FX	28500195		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Main	2850 FX	2850a053		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Main	2850 FX	2850b053		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Main	2850 FX	2850c053		02/01/20	01/31/21	\$1,135.58
Johnson County Library - KS - Blue Valley Library	2855 FX	28550052		02/01/20	01/31/21	\$2,381.40
Johnson County Library - KS - Main	2855 FX	28550053		02/01/20	01/31/21	\$2,381.40
Johnson County Library - KS - Leawood Library	2855 FX	28550070		02/01/20	01/31/21	\$2,381.40
Johnson County Library - KS - Blue Valley Library	2860 FX	28600077R		02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Blue Valley Library	2860 FX	28600078L		02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Main	2860 FX	28600080R		02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Main	2860 FX	28600081L		02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Leawood Library	2860 FX	28600112R		02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Leawood Library	2860 FX	28600117L		02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Main	2860 FX	28600350L		02/01/20	01/31/21	\$852.23

Service and Maintenance/Extended Warranty Quote

Johnson County Library - KS - Blue Valley Library	2863 FX	28630027	02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Leawood Library	2863 FX	28630040	02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Blue Valley Library	2864 FX	28640011	02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Main	2864 FX	28640012	02/01/20	01/31/21	\$852.23
Johnson County Library - KS - Oak Park Library	8405	84050005	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Oak Park Library	8405	84050006	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	84050007	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	84050008	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Gardner Library	8422	84220494	02/01/20	01/31/21	\$1,774.50
Johnson County Library - KS - Gardner Library	8422	84220497	02/01/20	01/31/21	\$1,774.50
Johnson County Library - KS - Desoto Library	8422	84220778	02/01/20	01/31/21	\$1,774.50
Johnson County Library - KS - Spring Hill Library	8422	84220779	02/01/20	01/31/21	\$1,774.50
Johnson County Library - KS - Main	Command Center Enterprise	90100157	02/01/20	01/31/21	\$2,495.00
Johnson County Library - KS - Corinth Library	9101DM	91100556	02/01/20	01/31/21	\$1,291.03
Johnson County Library - KS - Main	9102DM	91200257	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Antioch	9102DM	91200258	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Lackman Library	9102DM	91200270	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Blue Valley Library	9102DM	91200351	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Gardner Library	9102DM	91200509	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Oak Park Library	9102DM	91200519	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Oak Park Library	9102DM	91200520	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Corinth Library	9102DM	91200564	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Leawood Library	9102DM	91200565	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Leawood Library	9102DM	91200567	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Shawnee Library	9102DM	91200631	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Cedar Roe Library	9102DM	91200647	02/01/20	01/31/21	\$1,623.98
Johnson County Library - KS - Shawnee Library	8405	9410083	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS -	8405	9410084	02/01/20	01/31/21	\$1,403.85

Service and Maintenance/Extended Warranty Quote

Corinth Library

Johnson County Library - KS - Blue Valley Library	8405	9410085	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410088	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410089	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410090	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Oak Park Library	8405	9410257	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	9410258	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	9410259	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Corinth Library	8405	9410260	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Antioch	8405	9410261	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Antioch	8405	9410262	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Antioch	8405	9410263	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Shawnee Library	8405	9410264	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Corinth Library	8405	9410265	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Shawnee Library	8405	9410266	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Main	8405	9410267	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Cedar Roe Library	9410F	9410268	02/01/20	01/31/21	\$1,514.84
Johnson County Library - KS - Oak Park Library	8405	9410269	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Cedar Roe Library	9410F	9410270	02/01/20	01/31/21	\$1,514.84
Johnson County Library - KS - Corinth Library	8405	9410271	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410272	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Main	9410F	9410273	02/01/20	01/31/21	\$1,514.84
Johnson County Library - KS - Main	8405	9410274	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Main	8405	9410275	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Main	8405	9410276	02/01/20	01/31/21	\$1,403.85
Johnson County Library - KS - Main	895	P1204222	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1204554	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1204556	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1204557	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1204973	02/01/20	01/31/21	\$199.00

Service and Maintenance/Extended Warranty Quote

Johnson County Library - KS - Corinth Library	895	P1204974	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Corinth Library	895	P1204976	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1204977	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Leawood Library	895	P1204978	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Antioch	895	P1204979	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Corinth Library	895	P1204980	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1204982	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Antioch	895	P1204984	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Antioch	895	P1204985	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Lackman Library	895	P1204986	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Cedar Roe Library	895	P1204988	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Cedar Roe Library	895	P1204989	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Gardner Library	895	P1204990	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1205013	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1205014	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1205015	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Desoto Library	895	P1205016	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Oak Park Library	895	P1205017	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1205018	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Edgerton Library	895	P1205019	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Leawood Library	895	P1205020	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1205021	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	895	P1205022	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Gardner Library	895	P1205023	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Leawood Library	895	P1205024	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Shawnee Library	895	P1205025	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Desoto Library	895	P1205026	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Cedar Roe Library	895	P1205027	02/01/20	01/31/21	\$199.00

Service and Maintenance/Extended Warranty Quote

Johnson County Library - KS - Blue Valley Library	895	P1205028	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Shawnee Library	895	P1205029	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1205030	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Spring Hill Library	895	P1205308	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Spring Hill Library	895	P1205309	02/01/20	01/31/21	\$199.00
Johnson County Library - KS - Main	896	P1213985	02/01/20	01/31/21	\$199.00

Service and Maintenance/Extended Warranty Quote

TERMS AND CONDITIONS

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

To: Johnson County Library Board of Directors
From: Johnson County Library Foundation
Date: December 12, 2019

Issue: Consider closing the Library on Saturday, September 12, 2020, for the purpose the annual Library Lets Loose fundraising event.

Suggested Motion: I move that the Library Board approve the closing of Central Resource on September 12, 2020.

Background:

The Johnson County Library Foundation holds its largest fundraiser, Library Lets Loose, at the Central Resource Library. In order to set-up for the event, the Foundation would like to request the permission to close the building to the public on Saturday, September 12, 2020. Communication will be provided to staff and patrons well in advance of this date to minimize disruption. Patrons will be rerouted to branches in close proximity to Central Resource. The Foundation has requested a similar day off closure for previous Library Lets Loose events.

Alternatives: No alternative date or location has been developed.

Recommendation: We recommend the Library Board approve the closing of Central Resource on September 12, 2020.

To: Johnson County Library Board of Directors
From: Sean Casserley
Date: December 12, 2019

Issue: Renewal of the Memorandum of Understanding (MOU) between Johnson County Library and the Johnson County Library Foundation.

Suggested Motion: I move that the Johnson County Library Board of Directors approve the MOU between Johnson County Library and the Johnson County Library Foundation.

Background:

Currently Johnson County Library and the Johnson County Library Foundation have an agreement in place for the purposes of maintaining a strong relationship in which the two organizations collaborate and provide assistance to one another for the benefit of the Library.

This is the annual renewal of that agreement. The Johnson County Library Foundation representative has reviewed the MOU and is in agreement.

Alternatives: No alternative to recommend at this time.

Legal Review: Reviewed by counsel

Recommendation: We recommend the Library Board approve the agreement as presented.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of _____, 2019 by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“the Library”) and the JOHNSON COUNTY LIBRARY FOUNDATION BOARD OF DIRECTORS (“the Foundation”), a Kansas non-profit corporation exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), both parties of Overland Park, Kansas.

Recitals

A. The Foundation was formed in 1996 to “establish an endowment that would be used for the benefit of the collections and programs of the Johnson County Library, and to engage in other activities that assist the Johnson County Library in fulfilling its mission of serving the residents of Johnson County.”

B. Consistent with its stated mission, the Foundation provides financial support through its operations for the benefit of the Library.

C. The Library has provided and will, subject to adequate funding approved by the board of county commissioners, continue to provide assistance to the Foundation to facilitate its operation and the fulfillment of its stated mission.

D. On November 18, 2009, the Library and Foundation entered into a Memorandum of Understanding to describe the manner in which they would collaborate and provide assistance to one another for the benefit of the Library.

E. The Library and Foundation now wish to amend and restate that Memorandum of Understanding to revise certain provisions and to include new provisions (i) on gifts made to the Foundation and to the Library and (ii) setting out operational and procedural provisions relating to naming and sponsorship under Administrative Regulations Manual (ARM) section 10-56-97, “Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.”

Agreements

NOW, THEREFORE, the Library and the Foundation agree as follows, subject to the continued approval of sufficient funding for these purposes by the board of county commissioners:

I. OPERATIONS

1.0 Office space. The Library will furnish office space at the Central Resource Library sufficient to operate the Foundation. The Foundation will comply with Library policies in its usage of such space.

2.0 Computer usage; office equipment; Foundation website. The Library will furnish the Foundation computers, basic IT services, telephones and reasonable usage of office equipment, such as copiers office supplies and fax machines. The Library will also maintain the Foundation

website, with the understanding that the Foundation will be responsible for submitting changes and updates to the Library's website team in a timely fashion.

3.0 Assistance in financial reporting and maintenance of fundraising records. The Library will assist in the Foundation's cash management, accounting and financial reporting. The Library will buy, install and maintain software to manage Foundation financial processing and reporting of those records.

4.0 Marketing and volunteer activities. The Library marketing staff and volunteer coordinator will assist the Foundation with marketing and volunteer support, as needed.

5.0 Personnel. The Library will hire an Executive Director on behalf of the Foundation. The County Librarian will make such hire, after careful consideration of the recommendations of the Foundation's Executive Committee, and in accordance with the policies and procedures of the Human Resources department of Johnson County government. The parties acknowledge that the Foundation's Executive Director will be a county employee subject to the policies of the county's Human Resources department, including those pertaining to compensation. In accordance with county policy, the County Librarian will supervise the Executive Director, who shall direct the operations of the Foundation in consultation with the Foundation's board of directors. The Library will assume the staffing costs for any additional staffing needs. JCLF staff reimbursement is reflected in section 15.0.

6.0 Charges to Foundation. In recognition of the support provided to the Library by the Foundation, the Library will not charge the Foundation rent for the office space it provides pursuant to section 1.0 or for the services described in sections 2.0 through 5.0 of this Agreement. The Foundation will be responsible for operating expenses relating to fundraising activities, including the costs of postage, large copy jobs, and consumable office supplies used in those activities, including pens, presentation folders, notebooks, card stock, and printing costs.

II. FOUNDATION RESPONSIBILITIES

7.0 Foundation Board of Directors. In compliance with its bylaws, the Foundation will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.

8.0 Compliance with legal and regulatory requirements. The Foundation will engage in an annual audit and prepare necessary government reports at its own expense, including Form 990 and a Kansas Annual Report. The Board will comply with the Foundation's articles of organization, bylaws, and applicable federal and state laws and regulations. The Executive Director will consult with the County Librarian on all matters pertaining to such compliance.

III. FUNDRAISING AND GRANTMAKING

9.0 Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library. All restricted and unrestricted gifts made by donors to the Foundation and all gifts made to the Foundation's endowment by donors will be retained and managed by the Foundation.

Subject to the Foundation's written Gift Acceptance Policy, the following provisions shall apply to gifts made to the Library:

9.0.1 Library's statutory obligations with respect to gifts made to the Library. Pursuant to K.S.A. 12-1225(h) and 12-1225b(a), the Board of Directors of the Library has the following powers and duties with respect to gifts made to the library:

(h) to receive and accept any gift or donation to the library and administer the same in accordance with provisions thereof. If no provisions are specified, the board shall have the power to hold, invest or reinvest the gift and any dividends, interest, rent or income derived from the gift in the manner the board deems will best serve the interests of the library;

9.0.2 Restricted gifts made to the Library. In those instances in which a donor has made a gift or donation to the Library subject to restrictions or specified conditions, the Library shall administer the same in accordance with such restrictions or conditions. It may implement such restrictions or conditions by placing the gift with the Foundation in accordance with section 10.0 of this Memorandum of Understanding.

9.0.3 Unrestricted gifts made to the Library. In those instances in which a donor has made an unrestricted gift to the Library, meaning a gift on which the donor has imposed no conditions or restrictions as to use, the provisions of this subsection 9.0.3 shall apply. The Board of Directors of the Library has determined that it will best serve the interests of the Library for unrestricted gifts in an amount exceeding \$500 to be held, invested and reinvested by the Foundation, subject to appropriate safeguards and agreements to be put into place by the County Librarian and the Foundation's Executive Director, or, in the absence of an Executive Director, the Foundation's President. The Library agrees to notify the Foundation, through its Executive Director, or, in the absence of an Executive Director, the Foundation's President, when it has received and accepted an unrestricted gift in an amount exceeding \$500. The parties agree that the County Librarian and the Foundation's Executive Director, or, in the absence of an Executive Director, the Foundation's President, are authorized to implement safeguards and agreements with respect to the placement of such gifts with the Foundation. Without limiting such safeguards and agreements that might be implemented, the parties acknowledge that the same might address concerns related to receipt and refunding agreements imposed by trustees, unforeseen tax liability, and auditing requirements.

10.0 Restricted gifts. All gifts restricted for a specific library service will be initially authorized by the County Librarian, subject to Library Board of Directors approval when required under Library policies, and then accepted by the Foundation. The Foundation agrees to administer such gifts in accordance with the restrictions imposed by the donor or donors.

11.0 Management of funds for benefit of Library. The Foundation Board of Directors and Executive Director will manage the proceeds of the Foundation, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation in support of the Library.

12.0 Grant requests. Any grant request for unrestricted Foundation funds by the Library shall be presented in writing by the County Librarian to the Foundation. The Foundation will process the request following the Foundation’s procedure for grant requests, with the Foundation Board of Directors having full authority to accept or deny the grant request.

13.0 Annual disbursement to the Library. The Foundation has raised, and shall continue to raise, funds for the Library’s needs. The Foundation Board will on an annual basis approve a disbursement from its Invested Funds to the Library equal to at least 3.75% of the market value of the Invested Funds as of the end of the prior year, except in those years in which the Foundation Board specifically finds that the Invested Funds have sufficiently declined in value to render such a disbursement imprudent. Invested Funds includes the endowment fund and other Foundation funds which are designated as “Invested Funds” by the Board of the Foundation.

14.0 Gifts from Friends of the Johnson County Library. When the Foundation receives gifts and donations from the Friends of the Johnson County Library, it shall separately account for such funds, and disburse the same in accordance with the instructions of the Friends for the Library’s benefit.

15.0 Reimbursement of Executive Director Salary to the Library. The JCL Foundation agrees to reimburse the Library 75% of the salary of the Executive Director annually.

IV. OPERATIONAL AND PROCEDURAL PROVISIONS PERTAINING TO LIBRARY NAMING AND SPONSORSHIP OPPORTUNITIES

16.0 The Board of Directors of the Johnson County Library has adopted ARM section 10-56-97, “Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.” The provisions in this section IV describe agreements with respect to operations and procedures on naming (“Naming”) and (“Sponsorship”) under that policy.

16.01 Sponsorships of Facility/Facilities, as defined in ARM section 10-56-97, may be recognized by signage placed in or near the area/room in the Library or by recognition on a donor plaque as approved by the County Librarian.

16.02 Program (“Program”) Sponsorship may be recognized in Program promotional materials as approved by the County Librarian. Recognition of Facility/Facilities Naming will be defined in the donor agreement, shall be reviewed and approved by the County Librarian for submission to the Library Board, and shall be implemented only upon the approval of the Library Board pursuant to ARM 10-56-97.

16.03 The Foundation in consultation with the County Librarian, will work with design consultants to ensure that appropriate signage is created to recognize each donor’s contribution. The signage designs will be templates that correspond to giving levels for consistency.

16.04 Each Naming or Sponsorship will be finalized through a written agreement signed by the donor and the Foundation Executive Director. The agreement may include pledged

gifts with terms of payment not to extend beyond 5 years. The donation will include the cost of the signage.

16.05 Donor signage will be installed after the first payment of the pledged amount. Failure to honor the full pledge within the agreed time frame may result in changes to the method of recognition including removal of the donor's name.

16.06 The Foundation may host private unveiling receptions for naming or sponsorships of \$50,000 or more.

16.07 The Foundation reserves the right to refuse to offer Naming or Sponsorship opportunities to individuals, organizations, or business entities for any reason including, but not limited to, the fact that the individual, organization, or business entity is engaged in promoting alcohol, tobacco, violence, or discrimination of any kind.

16.08 The Foundation reserves the right to remove any name from Facility/Facilities or Program(s) if a person, organization, or business entity engages in inappropriate behavior as set forth in the donor agreement and/or as determined by the Library Board.

16.09 A contribution or donation for a Naming or Sponsorship opportunity of a Facility does not entitle any donor to select the décor of the room or area. Sponsorship of a Program does not entitle the donor to have input on, or determine, the content of the Program.

V. MISCELLANEOUS PROVISIONS

17.0 Annual review and amendment of Agreement. The Library and Foundation agree that this Agreement will be reviewed on annual basis. This Agreement may be amended by a writing signed by the parties.

18.0 Termination of Agreement. This Agreement may be terminated by either party on thirty days prior written notice, in which event the parties will negotiate a new Memorandum of Understanding consistent with the missions of the Library and the Foundation.

19.0 Governing law. This Agreement shall be governed by Kansas law.

In witness whereof, the parties have hereunto set their hands:

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

By: _____
Bethany Griffith, Chair

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
FOUNDATION

By: _____
Rich Cook, President

To: Johnson County Library Board
From: Sean Casserley
Date: 12/12/2019

Issue: To reaffirm our agreement with AARP Tax-Aide. The MOU establishes how the Johnson County Library works with AARP Tax-Aide to provide tax preparation assistance for community members.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with AARP Tax-Aide through April 15, 2020.

Background: Under this agreement, the Library will provide meeting room space for training of tax volunteers; provision of tax preparation assistance for community members; and the volunteer recognition and celebration at the end of the tax season.

Alternatives: No alternative to recommend at this time.

Legal Review: Reviewed by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with AARP Tax-Aide through April 15, 2020.

Memorandum of Understanding (MOU) between the Johnson County Library and AARP Tax-Aide

This MOU is intended to document the relationship between the Johnson County Library System and AARP Tax-Aide organization.

Tax Year 2019 (February 1 – April 15, 2020)

Training:

- Johnson County Library (JCL) will provide meeting space for training of tax volunteers both at the Central Resource Library and the Antioch Library. This training will take place primarily in December of 2019 and January of 2020.

Tax Preparation:

- Johnson County Library will provide one room, The Logan (capacity of 24), at the Central Resource Library (9875 W 87 St, Overland Park). The room is lockable and will be used exclusively by the AARP tax volunteers from January 30 until April 17.
- For this year AARP will provide services by appointment only at the Central Resource Library.
- Walk-ins may be taken if space is available but that option will not be promoted.
- AARP will provide all the hardware and software needed to prepare taxes.
- JCL will provide key card access for volunteers to the Central Resource Library, as well as tables and chairs.

Communication:

- AARP will provide content on tax tips and FAQs to JCL for inclusion on library website.
- JCL will print the handout of the tax preparations sites (content provided by AARP).
- JCL will promote the service on its website.
- JCL staff will direct patrons to the AARP website and phone line to make appointments.

End of Year Celebration:

- JCL will provide Carmack meeting room with chairs and tables to hold the AARP Tax-Aide end-of-the-year celebration from Noon - 5:00 PM on April 17, 2020. AARP will provide any laptop needed, treats and consumables used for the event. JCL staff will not assist in the planning of this event in any way other than to reserve the room and to set up the A-V technology.



Eugene Meiners, District 27 Coordinator
gmeiners@everestkc.net
AARP Tax Aide Representative

9/3/2019

Date

Sean Casserley, County Librarian
County Librarian

Date

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: This is the annual renewal of the MOU between Johnson County Library and The Arts Asylum.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with The Arts Asylum through December 31, 2020.

Background: Under this agreement, the Library will provide a gallery space at Antioch Library for The Arts Asylum to display works of art by their resident artists.

Alternatives: No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with The Arts Asylum through December 31, 2020.

Memorandum of Understanding (MOU) between the Johnson County Library and The Arts Asylum

This MOU is intended to document the relationship between the Johnson County Library System and The Arts Asylum.

The Arts Asylum Annex Gallery at Antioch Library January 2020 – December 2020

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at Antioch Library for The Arts Asylum (TAA) to display works of art by their resident artists.

Exhibitions:

- TAA will provide artwork to exhibit in the space at Antioch Library.
- TAA will provide content for labels and artist(s) information for JCL to create wall clings and text panels for each exhibition.
- Both TAA and JCL will provide install support in January, May and September, and deinstall support in April, August and December for each exhibition.

Communication:

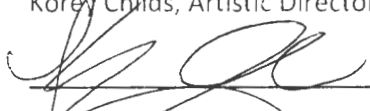
- JCL will feature the exhibitions on their website, in JCL's public program publication The Guide, and in their social media promotion as needed.
- TAA will cross-promote JCL on their website and in their social media promotion as needed.

Program/Training:

- TAA will work with JCL on any Exhibition-related program
- TAA will work with JCL on any training and/or professional development for staff needed for each exhibition.

Korey Childs, Artistic Director

Sean Casserley, County Librarian

 10-17/2019
The Arts Asylum Representative

County Librarian

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: This is the annual renewal of the Memorandum of Understanding with BikeWalk KC. The MOU clearly defines how Johnson County Library will work with BikeWalk KC in 2020 to provide bicycle educational program offerings at Johnson County Library.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with BikeWalk KC through December 31, 2020.

Background:

Under this agreement, the Library will provide space to host BikeWalk KC programming, will promote the programming and will provide a sponsorship fee of \$200/class.

BikeWalk KC will host monthly bike programs at the Central Resource Library, providing instructors, equipment and curriculum. They will provide language and marketing material for promotion, as well as manage registration and communication with attendees.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with BikeWalk KC through December 31, 2020.

Memorandum of Understanding (MOU) between the Johnson County Library and BikeWalkKC

This MOU is intended to document the relationship between the Johnson County Library (JCL) and BikeWalkKC in support of our mutual efforts to provide access to ideas, information, experiences and materials that support and enrich people's lives and to improve the health and well-being of the Johnson County library patrons. Specifically, this MOU highlights the 2020 bicycle educational program offerings.

Johnson County Library Responsibilities
<ul style="list-style-type: none">● Provide space for bicycle education classes at the Central Resource Library● Promotion of programming● Provide sponsorship fee of \$200/class
BikeWalkKC Responsibilities
<ul style="list-style-type: none">● Host monthly bike programs at the Central Resource Library either in front of the Fix-It Stand or in the Learning Lab if there is inclement weather.<ul style="list-style-type: none">○ Topics: Maintain Your Ride, Confident City Cycling, Cold Weather Commuting and related informational sessions● Provide instructors, equipment and curriculum for education classes● Provide language and marketing material for promotion● Manage registration and communication with attendees● Provide invoices for classes hosted
Total Sponsorship Value: \$200/class

About BikeWalkKC

BikeWalkKC is a leader in improving walking and bicycling in greater Kansas City. Our educational, professional development, and consulting services empower citizens, communities, and professionals for excellence in advocating, planning, and engineering for better walking and bicycling. We are the region's only nonprofit cycling/pedestrian advocacy group, established in 2010. For more information, please visit www.bikewalkkc.org.

BikeWalkKC is a qualified 501(c)3 nonprofit organization.



Laura Steele
Director of Education,
BikeWalkKC

Sean Casserly
County Librarian,
Johnson County Library

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: To reaffirm our agreement with Johnson County, Kansas Department of Corrections (Corrections). The MOU establishes how the Johnson County Library works with Corrections to provide library services to patrons in Corrections spaces.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Johnson County, Kansas Department of Corrections through December 31, 2020.

Background: Under this agreement, the Library will provide library services to persons who are in custody with Corrections, under specified conditions. Those persons would otherwise not have access to library services.

Alternatives: No alternative to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Johnson County, Kansas Department of Corrections through December 31, 2020.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”), made in Olathe, Johnson County, Kansas, and entered into this 1st day of January, 2020 (the “Effective Date”), by and between the Johnson County, Kansas Department of Corrections (hereinafter "Corrections"), and the Johnson County Library, with offices located at 9875 W 87th Street, Overland Park, KS 66212 (hereinafter "Provider"), each hereinafter “Party”, or collectively “Parties”.

WITNESSETH:

WHEREAS, Corrections supervises juvenile and adult offenders through progressive, effective and sound correction, rehabilitation, and recidivism reduction programs, and forges partnerships to bridge the gap between offenders and the community by encouraging client responsibility and behavioral change; and

WHEREAS, Provider desires and is willing to provide certain services for and on behalf of Corrections so as to support the role and vision of Corrections in serving the community and achieving its mission; and

WHEREAS, Corrections and Provider hereby agree to accept the terms and conditions of this Memorandum of Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the Parties hereto agree as follows:

ARTICLE I Purpose

1.1 Purpose. Corrections hereby engages the services (the “Services”) of Provider, as those Services are more specifically described under Article II hereinbelow; and Provider hereby agrees to provide Corrections with such Services in accordance with, and subject to, the terms and conditions of this MOA. This MOA involves no exchange of money but is based upon a mutual interest and understanding to exchange what each Party has to offer towards the purpose contemplated under this MOA.

ARTICLE II Nature and Scope of Services

2.1 Nature of Services. Provider shall, at all times, faithfully, diligently, earnestly and industriously, and to the best of the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide Corrections with the highest level of quality of Services in an expeditious and professional manner, consistent with the purpose and requirements of this MOA, and Corrections’ interests, goals, and objectives.

2.2 Scope of Services. In providing Corrections with the Services required hereunder, Provider shall render to Corrections those Services, at such location(s) and subject to such protocols, more fully described and outlined in in **Exhibit A**, which exhibit is attached hereto, and is hereby incorporated by reference, as if fully set forth in detail herein.

ARTICLE III
Term

3.1 Term. The term of this MOA shall commence with the Effective Date hereof and shall remain in full force and effect until December 31, 2020, or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

ARTICLE IV
Coordination of Services Provided

4.1 Coordination of Services; Project Representative. Provider shall coordinate all Services to be provided by Provider under this MOA with a designated representative from Corrections (the “Corrections Representative”). Whenever this MOA requires, or it becomes necessary for, Provider to advise, provide or communicate information to, or seek the approval of, the Corrections in matters relating to the Services to be provided hereunder, Provider shall direct all such communications and requests for approval to the Corrections Representative. Further, Provider shall, upon request, meet with the Corrections Representative on a periodic basis to coordinate any and all activities, services and responsibilities required of Provider under this MOA.

ARTICLE V
Liability

5.1 Liability. Each Party to this MOA will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOA. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOA.

ARTICLE VI
Assignment and Subcontracting

6.1 No Assignment. Provider shall not assign, transfer, convey, sublet or otherwise dispose of neither this MOA nor any of its rights and obligations hereunder, without the prior written consent of Corrections, but in no event shall such consent relieve Provider from its

ARTICLE X
Waiver of Breach

10.1 Waiver of Breach. The waiver of any Party hereto of a breach of any of the provisions of this MOA shall not operate or be construed as a waiver of any subsequent breach by either Party.

ARTICLE XI
Governing Law; Venue

11.1 Governing Law. This MOA shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.

11.2 Venue. In the event that the Parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this MOA or the making, performance or interpretation of it without resort to the courts, the Parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

ARTICLE XII
General Provisions

12.1 Dispute Resolution. The Parties are fully committed to working with each other throughout the period of this MOA and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Corrections and Provider each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.

12.2 Nondiscrimination. Provider agrees to not discriminate on the basis of race, religion, color, sex, disability, national origin, ancestry, or other circumstance prohibited by federal, state or local law, rule or regulation in its operation, management and employment practices and with respect to availability and accessibility of products and services to the public. Provider agrees to comply with all applicable laws of the State of Kansas and of the United States of America, regarding such non-discrimination and equality of opportunity.

12.3 Change in Laws; Adverse Determination. Corrections and Provider recognize that this MOA is subject, at all times, to applicable state, local and federal laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and amendments thereto, if applicable, and to the extent HIPAA may apply

hereunder, each Party shall provide any written assurances to the other that may be required under the requirements of **HIPAA**. The Parties further recognize that this MOA is subject to amendments to such laws, rules and regulations, new legislation, and rulings by courts of competent jurisdiction. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this MOA or that would cause one or both of the Parties to be in violation of any law, rule or regulation, will be deemed to have superseded the terms of this MOA; provided, however, that the Parties agree to exercise their best reasonable efforts to accommodate the terms and intent of this MOA by amendment to this MOA, to the greatest extent possible consistent with the requirements of law. Notwithstanding the foregoing, in the event of any judicial, legislative, regulatory or administrative change or determination, whether federal, state or local, which has or would have a significant adverse impact on either Party hereto in connection with the performance of this MOA, or in the event that continued performance by either Party of any term, covenant, condition or provision of this MOA would for any reason be in violation of any statute, regulation, or otherwise be deemed illegal or subject either Party to sanctions or penalties under any federal, state or local law, notwithstanding any other provision of this MOA, either Party may terminate this MOA immediately upon prior written notice to the other Party.

12.4 *Publicity.* Provider must obtain prior written approval from Corrections for use of information relating to Corrections or this MOA in advertisements, brochures, promotional materials or media, or other informational avenues.

12.5 *Investigation and Research.* Provider, by investigation and research, has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this MOA is to be based upon such investigation and research, and not solely upon any representation made by Corrections or any of its officers, employees or agents, except as provided herein.

12.6 *Further Assurances.* The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effectuate the purposes and requirements of this MOA and carry out its provisions.

12.7 *Section Headings.* Section and other headings in this MOA are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

12.8 *Counterparts.* This MOA may be executed in multiple counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

ARTICLE XIII
Severability

13.1 Severability. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this MOA shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XIV
Entire Agreement

14.1 Entire Agreement. This MOA represents the entire agreement between Corrections and Provider with respect to the provision of Services required of Provider for Corrections, and supersedes all prior understandings or promises, whether oral or written, between the Parties pertaining to or in connection with this MOA.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

Provider

Corrections

By: _____
Sean Casserley
County Librarian

By: _____
Robert A. Sullivan Jr.
Director

EXHIBIT A

[Scope, location(s), Protocols]

Provider extends library service to clients of Corrections in acknowledgment of their restricted access to public libraries. In providing this service, it is recognized that the informational and recreational needs of clients in institutional settings are balanced against Corrections' overall objectives regarding treatment and security. At least one time during the year, representatives from Provider will meet with Corrections staff to evaluate services.

Provider staff who regularly provide services for clients of Corrections shall be recruited, screened, and trained according to policy as set forth by Corrections, as well as agreeing in writing to abide by all facility policies, rules and regulations, and the Code of Conduct. The level of facility access they are given shall be according to the frequency of their visits and to the discretion of the Director of the facility in which the services are provided.

Provider may offer services at the Adult Residential Center (ARC), Therapeutic Community, Adult Intensive Supervision Probation Office (AFS), Juvenile Field Services Office (JFS), and the Juvenile Services Center. Youth and Family

Corrections will be given a Community Outreach Library card with which they may check out materials that are needed on a temporary basis for an extended loan period. This card will have a fine-free status. Overdue notices will be sent for unreturned materials. Corrections is responsible for lost or damaged materials and Corrections will make every effort to see that library materials are returned and in satisfactory condition.

The resource collection within Corrections facilities will be developed and purchased by Provider. Materials selected and provided to Corrections shall meet the cultural, informational, educational and recreational needs of the clients. Materials selected will be based upon the collection procedure outlined below completed by Provider in cooperation with Corrections staff.

Collection Procedure

Library and Corrections officials shall confer to make sure that materials that are considered a threat to security or the advancement of treatment programs are not permitted in any area of Corrections' facilities. However, nothing in this Agreement shall be construed as a modification of the Collection Policy by which Provider selects materials for the Johnson County Library.

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 12, 2019

Issue: This is the annual renewal of the MOU with De Soto Parents as Teachers.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with De Soto Parents as Teachers.

Background:

Parents as Teachers is a school district supported - but separately funded - organization that provides development knowledge and parenting supports to families with young children. The Library and De Soto Parents as Teachers have been informally supporting each other for a number of years. This MOU formalizes our partnership. De Soto Parents as Teachers requested this MOU which will assist them in securing state and federal grants to continue their work with families.

Alternatives:

No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: That the Johnson County Library Board of Directors approve the proposed memorandum of understanding with De Soto Parents as Teachers.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY LIBRARY
AND
DE SOTO PARENTS AS TEACHERS**

Purpose:

The purpose of the Understanding is to outline collaboration between Johnson County Library (JCL) and De Soto Parents As Teachers (DS PAT). The Understanding is designed to coordinate early literacy and library services.

Agency Roles and Responsibilities

Johnson County Library will:

1. Provide scheduled storytimes at the DS PAT Play Center as staffing allows.
2. Provide a staff member for DS PAT Advisory Board quarterly meeting.
3. Allow DS PAT to use library meeting spaces at no cost with reservations when available.

De Soto Parents As Teachers will:

1. Provide information regarding JCL services to DS PAT families.
2. Utilize JCL educational programs for children, staff and parents when appropriate.
3. Promote JCL's involvement with DS PAT newsletters, website and other public relations opportunities.

Duration of Understanding:

The duration of this Understanding is from January 1, 2020 to December 31, 2020.

Cancellation and Termination:

Both parties mutually agree that this Understanding have been duly authorized by Johnson County Library representation and De Soto Parents As Teachers to execute this Understanding.

Signatures:

The parties to this Understanding have been duly authorized by Johnson County Library representation and De Soto Parents As Teachers to execute this Understanding.

Jamie Fink, Coordinator, De Soto Parents As Teachers

Date

T. Sean Casserley, Johnson County Librarian

Date

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 12, 2019

Issue: Renewal of the MOU between JCL and Growing Futures Early Education Center, Inc.

Suggested Motion: I move that the Library Board of Directors authorize staff to renew the agreement with Growing Futures Early Education Center.

Background:

JCL entered an agreement with Growing Futures (formerly Head Start of Shawnee Mission) in 2012 for the provision of on-site library services at Growing Futures.

Growing Futures serves children & families who need library service more than most others and going directly to them is an efficient way to serve them well. To date the partnership has been successful measured by positive feedback from Growing Futures staff, students, and parents regarding the library's presence.

Alternatives: No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: That the Johnson County Library Board of Directors authorize staff to renew the agreement with Growing Futures Early Education Center, Inc.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY LIBRARY
AND
Growing Futures Early Education Center Inc.**

Purpose:

The purpose of the Understanding is to outline collaboration between Johnson County Library (JCL) and Growing Futures Early Education Center. (Growing Futures). The Understanding is designed to coordinate early literacy and library services.

Agency Roles and Responsibilities

Johnson County Library will:

1. Provide scheduled storytimes in Growing Futures classrooms as staffing allows.
2. Participate in and/or provide evening activities at the library or at Growing Futures for Growing Futures families to participate in literacy activities and sign-up for library cards.
3. Provide on-demand booklists for classrooms.
4. Provide education regarding JCL's services to Growing Futures staff and families as requested.
5. Provide 2 hours per month of embedded librarian services at Growing Futures. These services will involve on-site, dedicated reference & reader support for Growing Futures teachers, parents, and students and the continued maintenance of the Growing Futures library collection provided by JCL staff member.
6. Allow Growing Futures to use library meeting spaces at no cost with reservations when available.

Growing Futures Early Education Center will:

1. Provide information regarding JCL services to Growing Futures families.
2. Promote JCL educational programs for children, staff and parents when appropriate.
3. Provide education regarding Growing Futures services to JCL staff as requested.
4. Provide training to JCL staff in areas of Growing Futures staff's expertise.
5. Promote JCL's involvement with Growing Futures in Growing Futures newsletters, website and other public relations opportunities.

Duration of Understanding:

The duration of this Understanding is from January 1, 2020 to December 31, 2020.

Cancellation and Termination:

Both parties mutually agree that this Understanding have been duly authorized by Johnson County Library representation and Growing Futures Board of Directors to execute this Understanding.

Signatures:

The parties to this Understanding have been duly authorized by Johnson County Library representation and Growing Futures Board of Directors to execute this Understanding.

Terrie VanZandt-Travis, Executive Director, Growing Futures

Date

T. Sean Casserley, Johnson County Librarian

Date

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: This is the annual renewal of the MOU between Johnson County Library and the Kansas City Artists Coalition (KCAC).

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Kansas City Artists Coalition through December 31, 2020.

Background: Under this agreement, the Library will provide a gallery space at both the Blue Valley Library and Oak Park Library for KCAC to display works of art by their resident artists.

Alternatives: No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Kansas City Artists Coalition through December 31, 2020.

Memorandum of Understanding (MOU) between the Johnson County Library and the Kansas City Artists Coalition

This MOU is intended to document the relationship between the Johnson County Library System and the Kansas City Artists Coalition.

Kansas City Artists Coalition Galleries at Oak Park Library and Blue Valley Library January 2020 – December 2020

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at both the Blue Valley Library and Oak Park Library for the Kansas City Artists Coalition (KCAC) to display works of art by their resident artists and partnerships.

Exhibitions:

- KCAC will provide artwork to exhibit in the spaces.
- KCAC will work with the artists on title labels and artist(s) information for JCL to create wall clings and text panels for each exhibition.
- KCAC and JCL will work together to provide installation and deinstallation support as needed.

Communication:

- JCL will feature the exhibitions on their website, in JCL's public program publication The Guide, and in their social media promotion as needed.
- KCAC will cross-promote JCL on their website and in their social media promotion as needed.

Program/Training:

- JCL and KCAC will work together to provide opportunities for public engagement with each exhibition. This may take the form of a reception and/or artist talk and will be discussed/determined with each exhibition.
- KCAC will work with JCL on any training and/or professional development for staff needed for each exhibition.

Marissa Starke, Executive Director

Sean Casserley, County Librarian

Kansas City Artists Coalition Representative

County Librarian

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: This is the annual renewal of the MOU between Johnson County Library and InterUrban ArtHouse.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with InterUrban ArtHouse through December 31, 2020.

Background: Under this agreement, the Library will provide a gallery space at Leawood Pioneer Library for InterUrban ArtHouse to display works of art by their resident artists and partnerships.

Alternatives: No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with InterUrban ArtHouse through December 31, 2020.

Memorandum of Understanding (MOU) between the Johnson County Library and InterUrban ArtHouse

This MOU is intended to document the relationship between the Johnson County Library System and InterUrban ArtHouse.

InterUrban ArtHouse Gallery at Leawood Pioneer Library January 2020 – December 2020

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at Leawood Pioneer Library for InterUrban ArtHouse (IUAH) to display works of art by their resident artists and partnerships.

Exhibitions:

- IUAH will provide artwork to exhibit in the space at.
- IUAH will provide content for labels and artist(s) information for JCL to create wall clings and text panels for each exhibition.
- Both IUAH and JCL will provide install support in January, May and September, and deinstall support in April, August and December for each exhibition.

Communication:

- JCL will feature the exhibitions on their website, in JCL's public program publication The Guide, and in their social media promotion as needed.
- IUAH will cross-promote JCL on their website and in their social media promotion as needed.

Program/Training:

- JCL will work with IUAH for any Exhibition-related program
- IUAH will work with JCL on any training and/or professional development for staff needed for each exhibition.

Angi Hejduk, Chief Executive Officer



InterUrban ArtHouse Representative

Sean Casserley, County Librarian

County Librarian

To: JCL Library Board
From: Sean Casserley
Date: 12/12/2019

Issue: Renewal of the MOU between JCL and the Johnson County Genealogical Society.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the MOU between JCL and the Johnson County Genealogical Society.

Background: Johnson County Library and the Johnson County Genealogical Society have an agreement in place for the purposes of providing genealogical research collections and assistance at the Central Resource Library.

JCL provides space, cataloging, databases, equipment and a staff liaison. JCGS provides the print collection, programs and volunteers to assist genealogy researchers.

The Johnson County Genealogical Society has reviewed the MOU and is in agreement.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by legal counsel.

Recommendation: We recommend the Johnson County Library Board of Directors approves the MOU between JCL and the Johnson County Genealogical Society.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY

THIS AGREEMENT is made and entered into for the year 2020 by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

WHEREAS, JCGS is a volunteer organization whose purpose is to assist individuals interested in family history research and to provide genealogical materials for inclusion in the combined JCGS and JCL Genealogy Collection located at the Johnson County Library (the Library),

WHEREAS, JCGS and the Library have, since 1972, been working together to build a genealogy collection to assist patrons with family history, working together in a mutually beneficial relationship, and

WHEREAS, both organizations recognize that the impact of fluctuations in financial support may change strategic priorities, and

WHEREAS, the genealogy collection serves students of all levels, local and regional historians, interested citizens, hobby enthusiasts, and all genealogists, including those researching Johnson Countians,

NOW, THEREFORE, JCGS and the Library make the following agreement with respect to the relationship.

I. **Johnson County Genealogical Society shall:**

- a. Use Library space to schedule and staff the genealogy service desk with JCGS volunteers working under the JCL volunteer service program regulations and guidelines.
- b. JCGS will designate a Volunteer Coordinator who will facilitate communication between the genealogy volunteers and the designated Library staff member, and will coordinate genealogy desk scheduling with the designated Library staff member.
- c. JCGS will designate an Executive Board member to be the liaison with the designated Library staff member for areas not handled by the Volunteer Coordinator such as but not limited to donations, meeting rooms, displays, and programming issues.
- d. Use Library space to plan and implement genealogy programs during Library hours and subject to meeting room guidelines.
- e. Use JCGS/JCL Volunteers to pursue special projects.
- f. JCGS requests for specialized equipment and associated staff support time will follow the Library's system of priorities for staff, technical and equipment support.
- g. Providing funds are available, JCGS may purchase additional genealogical books and/or materials chosen by the JCGS in consultation with the Collection Development Manager to be shelved at the Johnson County Library. All books and other materials purchased by JCGS will remain the property of JCGS.

II. **If the Johnson County Library's budget and staffing levels are adequate, it shall:**

- a. Provide basic genealogy collection support including print reference and databases.


- b. JCL Collection Development Manager shall manage the collection and it will be subject to the same analysis and system of priorities as are all other specialized collections of the Library. The Library's *Collection Development Policy* section on Genealogy (9.12) will be followed with respect to this collection:
 "It is a highly selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere." And "Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff."
- c. Provide basic bibliographic support through organization and cataloging of genealogical materials regardless of ownership.
- d. Provide space to house the physical genealogy collection, genealogy/reference queries and genealogy programming including floor space, basic shelving, service desk space, display space, and meeting room space.
- e. Provide operational support for basic equipment such as microform reader/printers, photocopy machines, standard computers and printers, use of the Library's Integrated Library System for materials searching and retrieval, use of the Library's IT staff for routine support of genealogy databases.
- f. Provide a designated staff liaison to assist and guide JCGS Executive Board member and Volunteer Coordinator in operational details and assist with programming promotions and meeting room reservations.
- g. Provide staff to answer general genealogy questions.
- h. Library cannot guarantee security for materials belonging to JCGS and above normal consideration and is not liable for damages, loss or theft. In case of catastrophic loss, JCGS materials are to be included under any claim Johnson County Library makes for material loss.
- i. Provide an updated obituary index on www.jocohistory.org.

IN WITNESS WHEREOF, the parties hereby have executed this agreement after due action of their respective governing boards.

JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC.

By: 
 Char Mitts, President

Date: 18 Nov 2019

By: 
 David Nowlin, Recording Secretary

Date: 18 Nov 2019

JOHNSON COUNTY LIBRARY

By: _____
 Sean Casserley, County Librarian

Date: _____

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: This is the annual renewal of the MOU between Johnson County Library and Lenexa City Center to provide a collaborative series of monthly music performance programs.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Lenexa City Center through December 31, 2020.

Background: Under this agreement, the Library and the Lenexa Arts Council will share responsibility for providing performers at Lenexa City Center in 2020.

Alternatives: No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Lenexa City Center through December 31, 2020.

Memorandum of Understanding (MOU) between the Johnson County Library and Lenexa City Center

This MOU is intended to document the relationship between the Johnson County Library System and the Lenexa City Center

City Center Live: A collaborative series of monthly music performance programs January 2020 – December 2020

- All programs will be free of charge for all ages arts-focused programs called City Center Live.
- Performances will occur throughout the year as follows: January – April, June – August, September – November.
- Performances will occur on second Fridays at 7pm and run for 45 – 60 minutes.
- Performances can happen at 3-4 different locations, depending on time of year and/or weather: the Community Forum, the Public Market, the outdoor stage, and the new LCC Library commons area (depending on the type of performer/performance).
- JCL and LAC will alternate as performer payers/contractors. Who pays for what will be decided as performances are planned out in advance according to JCL promotional deadlines.
- Performers will be invited from across the arts spectrum: music, ballet, opera, spoken word, theater, etc.
- LAC and JCL will share hosting/MC duties, with at least two people on hand for each performance. That can be any combination of LAC member, JCL staff and/or volunteers. Who will be present at each event will be planned out in advance according to JCL promotional deadlines.
- Performances, at least in the Forum, will be acoustic in nature. There is no real need for amplification. Microphones are available but may only be needed for the MC.

Reviewed & Approved
City Legal Dept.

October 23 20 19
By MacLenzy Hrusan
Title Deputy City Attorney

Gary Ristow, Director of Parks & Recreation



Sean Casserley, County Librarian

City of Lenexa

Johnson County Library

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 12, 2019

Issue: Renewal of the Overland Park Community Garden agreement

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Overland Park Community Garden memorandum of understanding for the year 2020.

Background: For several years, the Overland Park Community Garden and Johnson County Library have cooperated to offer a community garden, located on land at the Oak Park Library. Two years ago, the group added a giving grove to the agreement. The Overland Park Community Garden coordinates all the details of the project. It has been a successful partnership. Both the agreement and the addendum need to be renewed at this time.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by counsel

Budget Approval: No budget implications

Recommendation: We recommend the Library Board of Directors renew the Memorandum of Understanding with the Overland Park Community Garden

**ADDENDUM TO LAND USE AGREEMENT
TO CREATE A COMMUNITY GARDEN**

THIS ADDENDUM (the Addendum) is made this 9th day of June, 2016, to the Land Use Agreement dated December 10, 2015, by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG). Pursuant to the Land Use Agreement, which runs to **December 31, 2020** and may be renewed thereafter, OPCG has developed a community gardening project at the Oak Park branch facility at 9500 Blue Jacket, Overland Park, Kansas (the community gardening project site is referred to herein as “the Site”). This Addendum authorizes OPCG to establish a “Giving Grove” on land designated by the property owner adjacent to the Site.

The parties agree that a new subsection A is added to section 1 of the Land Use Agreement to read as follows:

1. A. OPCG, acting in partnership with the Overland Park Parks Department, is authorized at its expense to establish a “Giving Grove” on land designated by the property owner adjacent to the Site.

(i) The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land adjacent to the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berry-producing bushes and shrubs, and perennial herbs and vegetables.

(ii) OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove’s hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.

(iii) OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.

(iv) The property owner will be responsible only for designating the land adjacent to the Site upon which the Giving Grove will be developed. The parties agree that the property owner will be the sole owner of the land on which the Giving Grove is developed and will become the owner of all trees, bushes shrubs, and plants planted in the Giving Grove. The parties agree, however, that during the term of the Land Use Agreement, and any renewal term, OPCG shall have the produce harvested from the Giving Grove, for use and distribution in accordance with OPCG’s charitable purposes.. The property owner agrees to consider working with OPCG on programming involving the Giving Grove.

The parties otherwise reaffirm each and every provision of the Land Use Agreement dated December 10, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Agreement the day and year first above written.

BOARD OF DIRECTORS OF THE JOHNSON
LIBRARY

Bethany Griffith
Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Bev Jaderborg
President,

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 12, 2019

Issue: Renewal of the JCCC Adult Education Agreement

Suggested Motion: I move that the Johnson County Library Board of Directors approve the agreement with JCCC Adult Education to continue this partnership for the year 2020.

Background: JCL has partnered with JCCC Adult Education to provide space for GED and ESL classes for many years. Currently JCCC is using space at our Antioch and Gardner locations. The partnership has been successful, and it helps to meet strategic plan goals, specifically our goal to annually review and align the strategic partnerships to continue to support the mission of the Johnson County Library.

Alternatives: We have no alternatives to recommend at this time. If we do not renew the MOU, JCCC will have to find alternate locations to hold their classes.

Legal Review: Reviewed by counsel

Budget Approval: It is part of our Information Technology's budget to maintain the computers JCCC uses at our locations.

Recommendation: We recommend the Library Board approve the agreement as presented.

**AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY
AND JOHNSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is made and entered into for the year 2020 by and between the JOHNSON COUNTY COMMUNITY COLLEGE, Overland Park, Kansas, hereinafter sometimes referred to as JCCC or the College, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

WHEREAS, the JCCC ABE/GED/ESL Program called Johnson County Adult Education conducts classes for adults who cannot speak English or who have limited English-speaking skills, cannot read, read with minimal skill, read at less than high school level, have other basic skills deficiencies, or have not received a high school diploma, and

WHEREAS, Johnson County Adult Education also provides individualized instruction geared to the special needs of each adult enrolled, and

WHEREAS, JCAE does not charge for enrolling adults in the program, and

WHEREAS, the parties have, since September 3, 1985, operated JCAE study centers at various Library locations.

THEREFORE, JCCC and the Library make the following agreement with respect to the Program for Adult Basic Education hereinafter referred to as JCAE: Antioch and Gardner.

NOW THEREFORE, JCCC and the Library agree as follows:

- I. **Johnson County Community College shall:**
 - a. Provide professional instructors to supervise, instruct and coordinate JCAE at Antioch and Gardner.
 - b. Provide student assessment and counseling for JCAE participants in the above library literacy centers.
 - c. Recruit, train and supervise volunteers for JCAE at the above library literacy centers.
 - d. Select appropriate training materials for volunteers and participants.
 - e. Promote the JCAE library centers and use of the Library in general.
 - f. In exchange for the space provided to JCCC by the Library, act as a resource by providing space periodically for Library activities, in accordance with JCCC policies/procedures.
 - g. Seek other opportunities for collaboration and mutual benefit.

- II. **Johnson County Library shall:**
 - a. Act as a resource by providing space for JCAE at the Antioch and Gardner libraries.
 - b. Provide general support for grant applications sought by JCAE to promote literacy and/or adult education programs as appropriate.
 - c. Offer donated/weeded materials that may be of interest to JCAE (such as literature appropriate for adult beginning readers) by means of working with the Friends of the Library to select and deliver materials to JCAE sites via JCL courier.

- d. Train all public services staff to be sensitive to the special needs of adult learners. Library staff will be available to orient JCAE students to library services and to give guidance on appropriate reading materials.
- e. Disseminate information about JCAE.
- f. Provide, maintain, and support personal computer (PC) workstation hardware and software.
- g. Provide access to the Internet from all JCAE sites located within JCL facilities.
- h. Seek other opportunities for collaboration and mutual benefit.

III. The parties hereto agree that this agreement shall be interpreted under and pursuant to the laws of the State of Kansas and this agreement may be terminated by mutual consent of the parties with sixty (60) days notice.

IN WITNESS WHEREOF, the parties hereby have executed this agreement after due action of their respective governing boards.

JOHNSON COUNTY COMMUNITY COLLEGE

JOHNSON COUNTY LIBRARY

By: 

By: _____

Karen Martley
AVP, Continuing Education & Organizational
Development

Bethany Griffith
Board Chair
Library Board of Directors

Date: 11-1-19

Date: _____

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 12, 2019

Issue: Renewal of the Edgerton Lease agreement

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Edgerton lease agreement as presented.

Background:

Currently Johnson County Library and the City of Edgerton have a use and maintenance agreement in place for the purposes of providing library services in the City of Edgerton.

This is the annual renewal of that agreement.

The City of Edgerton approved the agreement on November 14, 2019, at their Council meeting.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by counsel

Budget Approval: \$500 per month lease fee

Recommendation: to approve the lease agreement as presented

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 14th day of November, 2019, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

SECTION ONE: City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at _____ (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

SECTION TWO: JCL's Agreement to Maintain a Branch Library at the Facility. JCL and the Board of County Commissioners of Johnson County, Kansas, previously approved the establishment and maintenance of a branch facility of the Johnson County Library at the Facility and JCL desires to continue maintaining a public library at the Library Site.

SECTION THREE: CITY'S RESPONSIBILITIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

SECTION FOUR: JCL'S RESPONSIBILITIES

1. Agreement to Use the Library Site. JCL agrees to continue to maintain a public library at the Library Site of the Facility. The parties agree that library services, selection of materials, and establishment of hours of service are the sole prerogative of JCL.

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the "Fee") in the sum of \$500.00 per month. The Fee shall be paid monthly by the first day of the each month.
5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL.
6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

SECTION FIVE: FAILURE TO MAKE REPAIRS

The City agrees to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own, and the City agrees to reimburse JCL for the reasonable cost of any such repair or service.

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2020 through December 31, 2020, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain

adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.

2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.

3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this 14th day of November, 2019.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY

Donald Roberts, Mayor

Bethany Griffith, Chair

ATTEST:

ATTEST:

Rachel A. James, City Clerk

Secretary

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

APPROVED AS TO FORM:

Fred J. Logan, Jr., Attorney

Briefing Sheet

To: Library Board of Directors
From: Sean Casserley, County Librarian
Date: 12/12/2019

Issue: Consideration of renewal of agreement for legal services with Logan Logan & Watson, L.C.

Suggested Motion: I move the Library Board of Directors renew the contract with Logan Logan & Watson, L.C. for legal services for 2020.

Background: The contract with Logan Logan & Watson, L.C. for legal services as Board Counsel is being presented for renewal. Mr. Fred Logan and Mr. Andrew Logan provide contract review and legal advice to the Library Board of Directors and to the Library.

Mr. Logan and Mr. Logan maintain a strong relationship with the County Legal Department and coordinate for items that fall under their jurisdiction, such as some bidding documents or personnel issues. Mr. Logan and Mr. Logan provide an exceptionally high quality of work at reasonable rates.

Alternatives: No alternative to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: We recommend that the Johnson County Library Board of Directors renew the contract with Logan Logan & Watson, L.C. for legal services for 2020.

LOGAN LOGAN & WATSON, L.C.

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ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

December 14, 2019

AGREEMENT FOR LEGAL SERVICES FOR 2020 JOHNSON COUNTY LIBRARY

This letter agreement evidences the agreement by the Board of Directors of the Johnson County Library to renew its contract with Logan Logan & Watson, L.C. for legal services rendered by Fred Logan and Andrew Logan and that firm to the Board of Directors of the Johnson County Library and to the Johnson County Library. This agreement is for legal services to be rendered during the year 2020.

Said legal services shall be rendered at the direction of the Board of Directors of the Johnson County Library or the County Librarian. Fred Logan and Andrew Logan are specifically retained as counsel for the Library Board and the Johnson County Library. Fred Logan's services shall be compensated at an hourly rate of \$210.00. Andrew Logan's services shall be compensated at an hourly rate of \$190.00. A detailed billing for services will be submitted to the Johnson County Library each month. This agreement may be terminated at any time by either party through reasonable written notice so as to allow the Johnson County Library to obtain replacement counsel.

Fred J. Logan, Jr.
Counsel for Board of Directors
of the Johnson County Library

Bethany Griffith
Chair, Board of Directors
of the Johnson County Library