

JOHNSON COUNTY LIBRARY

BOARD REPORT

OCTOBER 10, 2014

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, OCTOBER 2, 2014
OAK PARK LIBRARY
4:00 P.M.

- I. Call to Order
- II. New Business
 - A. Consideration of Approval of the consultant and cost of the Comprehensive Library Master Plan
- III. Adjournment

JOHNSON COUNTY LIBRARY
Board of Directors
October 2, 2014

AGENDA ITEM: II. A. Consideration of the approval of the consultant and form of “Agreement for Strategic Library Master Planning Services”

ISSUE FOR BOARD DETERMINATION:

Whether the Library Board of Directors should approve (1) the consultant Group-4 Architecture, Research + Planning, Inc. to provide Strategic Library Master Planning Services, as described in RFP 2014-82 (the RFP), subject to negotiation of acceptable costs, and (2) the form of an “Agreement for Strategic Library Master Planning Services.”

DISCUSSION:

Johnson County Library wants to create a strong, long-term, flexible plan for the future of the Library system, looking out 20 years.

This project’s goals and scope include:

- Establishing clear and realistic goals that guide JCL’s decision-making for the next 10-15 years
- Evaluating current collections, programs, material handling, services and service models, facilities, and courier/fleet processes to determine if JCL is delivering the highest quality service with maximum efficiency and effectiveness
- Engaging the community, partners, and other stakeholders as part of the process
- Analysis and prioritization of programs, services, collections, organizational structure, and data from stakeholders
- Become part of County master facilities plan

We sent the RFP out to several firms and also posted it to a national RFP listing service, DemandStar, for two weeks. We received one submission, from Group-4. We have checked multiple references who have worked with Group-4, including Olathe Public Library. No red flags have arisen. We have confirmed with County Purchasing and our legal counsel that this situation is not unprecedented and that we can move forward with the selection process.

Following the consultant interview, library staff, Board members, and County staff discussed the consultant’s presentation and qualifications. Positive assessments were shared during this setting, as well. Selection panel members each ranked the firm and all rankings indicated that the firm was ‘exceeds acceptable’ or ‘outstanding’ in each area.

RECOMMENDATION:

That the Library Board of Directors approves (1) the consultant Group-4 Architecture, Research, + Planning, Inc. to provide Strategic Library Master Planning Services, as described in the RFP, subject to negotiation of acceptable costs, and (2) the form of an “Agreement for Strategic Library Master Planning Services.”

PERSON(S) RESPONSIBLE:

Sean Casserley

AGREEMENT FOR STRATEGIC LIBRARY MASTER PLANNING SERVICES

This Agreement for Strategic Library Master Planning Services (the Agreement) is made this ____ day of _____, 2014, between the Board of Directors of the Johnson County Library (JCL or the Library) and Group 4 Architecture, Research + Planning, Inc. (Consultant), an architectural, research and planning firm with substantial, national experience in library master planning.

RECITALS

A. Issuance of Request for Proposal for Strategic Library Master Planning Services. On August 21, 2014, Johnson County, Kansas and the Board of Directors of the Johnson County Library issued Request for Proposal No. 2014-82 (the RFP hereinafter) seeking proposals from qualified firms with expertise in strategic library master planning services that would be able to assist JCL in updating and significantly expanding the Library's 2009 Library Facilities Master Plan (the services described in the RFP are referred to herein as Strategic Library Master Planning Services). The RFP is incorporated in this Agreement by reference.

B. Consultant's Response to the RFP. On September 9, 2014, the Consultant submitted its qualifications and proposal in response to the RFP. The Consultant's entire submission is hereinafter referred to as the Response. The Response is incorporated in this Agreement by reference.

C. Consultant's Expertise. The Consultant's Response indicated that the Consultant is "a national leader in public library master planning." The Response also indicated that the Consultant had "planned hundreds of libraries across the United States, including large, complex multi-facility systems serving millions of people."

D. Selection Committee Recommendation. After undertaking a thorough review of Consultant's qualifications and completing the process described in the RFP, the Selection Committee recommended that the Consultant be selected to perform Strategic Library Master Planning Services for JCL.

E. Library Board Approval. At a special meeting held Thursday, October 2, the Board of Directors of the Johnson County Library approved the selection of the Consultant.

F. Desire to Enter into Agreement. JCL and Consultant accordingly desire to enter into an agreement pursuant to which Consultant will provide JCL the Strategic Library Master Planning Services described in the RFP.

AGREEMENT

1.0 Recitals Incorporated by Reference. The Recitals set forth above are incorporated by reference and made a part of the agreements set forth herein.

2.0 Agreement to Provide Strategic Library Master Planning Services. Consultant agrees to provide JCL the Strategic Library Master Planning Services described in the RFP. Consultant agrees at all times to consult with members of the JCL staff as the work progresses. Consultant further agrees that all services shall be rendered to meet the schedule set forth in the RFP.

4.1 Strategic Library Master Planning Basic Services. Strategic Library Master Planning Basic Services (also referred to as core services) are described in the RFP and are summarized in the attached Schedule A.

4.1.1 Compensation for Basic Services. Strategic Library Master Planning Basic Services shall be rendered for a sum that does not exceed \$_____. That sum includes all travel and expenses incurred by the Consultant.

4.2 Additional Services; Compensation for Additional Services. Additional Services (also referred to as optional tasks) may be agreed to by the parties as set forth in the attached Schedule A and Consultant shall be compensated for such services on the basis set forth in that schedule.

5.0 Consultant is an Independent Contractor. The Consultant is an independent contractor. Nothing contained in this Agreement shall be construed as incurring for JCL any liability for workers compensation, F.I.C.A., withholding tax, unemployment compensation, or any other payment that would be required to be paid by JCL if JCL and the Consultant were standing in an employer-employee relationship. Consultant hereby agrees to assume and pay all such liabilities.

6.0 Miscellaneous Provisions.

6.1 Applicable Law. This Agreement shall be governed by the laws of the state of Kansas.

6.2 Johnson County, Kansas Standard Terms and Conditions Incorporated by Reference. The Johnson County, Kansas Standard Terms and Conditions set forth at pages 2 through 5 of the RFP are incorporated in this Agreement by reference.

6.3 Johnson County, Kansas Special Conditions Incorporated by Reference. The Johnson County, Kansas Special Conditions Governing Responses and Subsequent Contracts set forth at pages 6 through 7 of the RFP are incorporated in this Agreement by reference.

6.4 Facsimile or electronic signatures are valid and binding. Signatures on this Agreement in facsimile or electronic form shall be valid and binding and deemed to have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

Board of Directors of the Johnson County Library

By: _____
Nancy Hupp
Chair

Group 4 Architecture, Research + Planning, Inc.

By: _____
David Schnee
Principal