

**JOHNSON COUNTY**  
  
**KANSAS**

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**Library**

**Board Report  
December 10, 2015**

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.

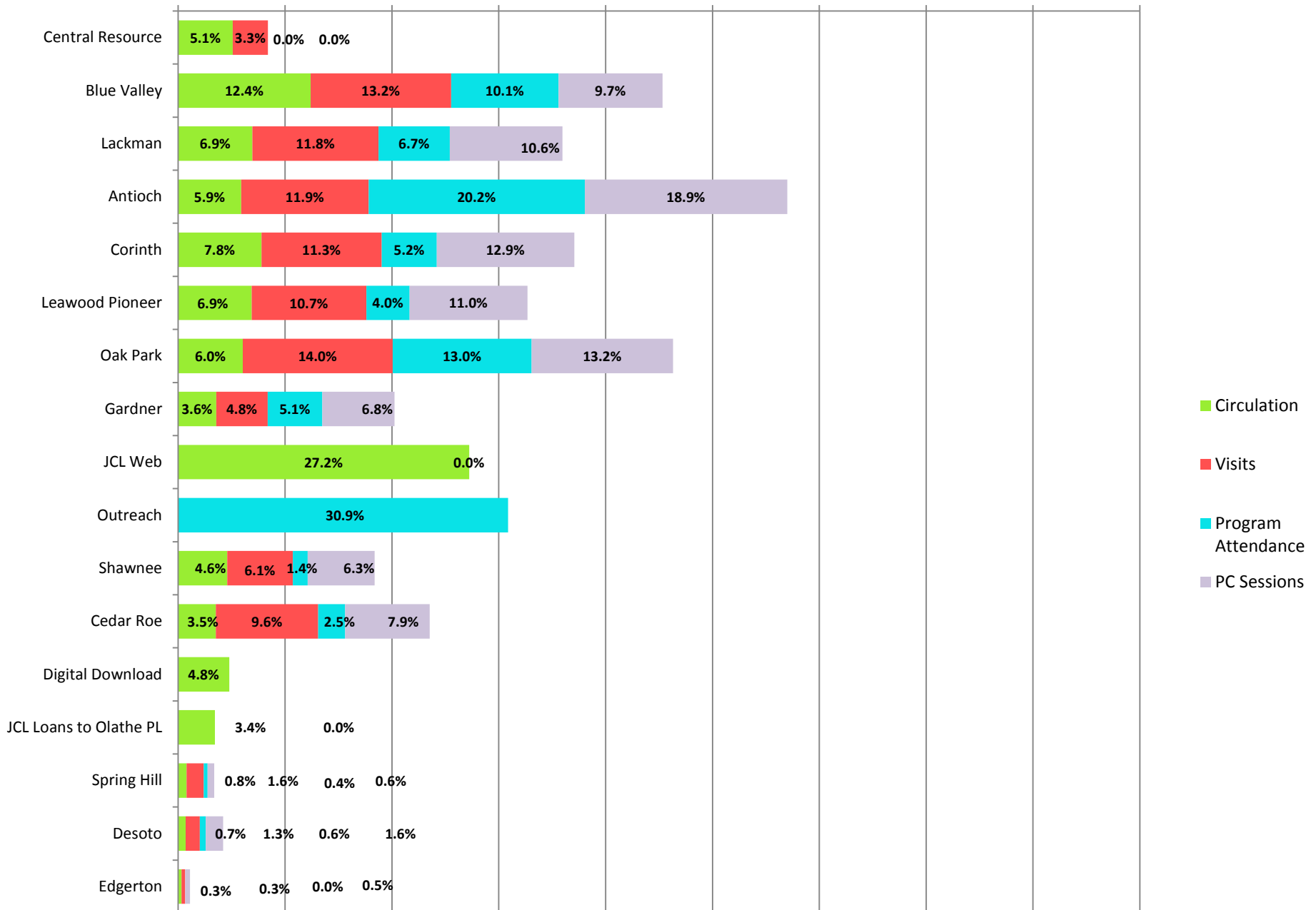
AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
REGULAR MEETING, DECEMBER 10, 2015  
OAK PARK NEIGHBORHOOD LIBRARY  
4:00 P.M.

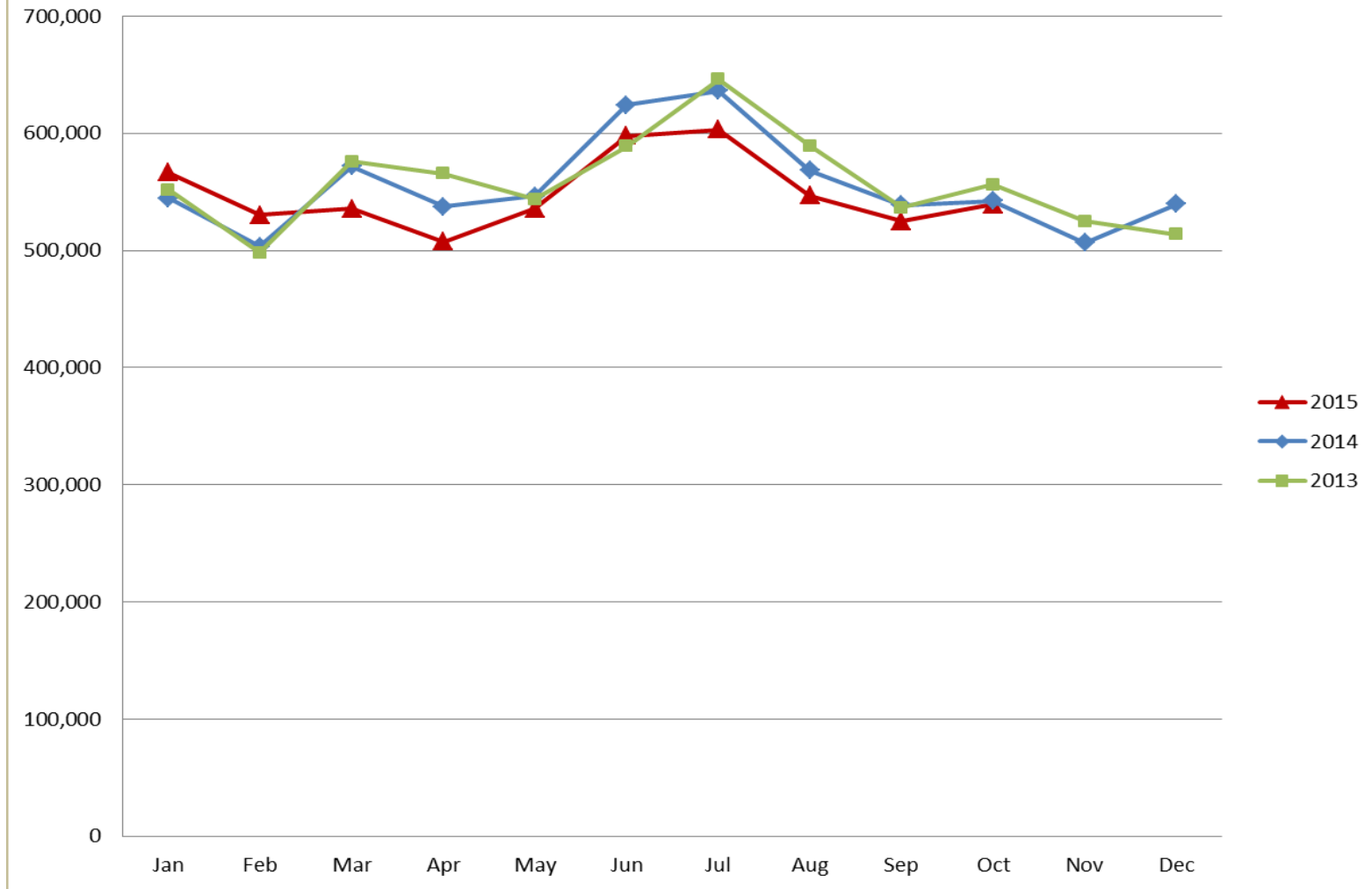
- I. Call to Order
- II. Citizen Comments
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Friends of the Library
  - C. Susan Mong, Executive Director, Johnson County Library Foundation
    - 1. Return on Investment (ROI) report
  - D. Jason Osterhaus, Liaison, Board of County Commissioners
- IV. Reports
  - A. Board Counsel – Fred Logan
    - 1. Consideration of the Memorandum of Understanding (MOU) with the City of Lenexa .....9
    - 2. Renewal of contract for 2016 .....23
  - B. County Librarian Report .....25
    - 1. Budget - Nicki Neufeld
    - 2. Strategic Plan
      - a) Report on Customer Service Standards – Leslie Nord .....26
    - 3. Central Building Upgrade report – Scott Sime
      - a) Date for the grand re-opening of the Central Resource Library
    - 4. Updates
      - a) Meeting with the City of Overland Park/Blue Valley update
      - b) Logistics study RFP .....28
- V. Consent Agenda
  - A. Action Items:
    - 1. Minutes of the November 12, 2015 Library Board meeting .....51
  - B. Information Items
    - 1. Summary of New and/or Renewed Contracts .....60
    - 2. Financial and Personnel
      - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2015 were handled in accordance with library and County policy.
      - b) The October 2015 Revenue and Expenditure reports produced from the County’s financial system reflect the Library’s revenues and expenditures
  - C. Gift Fund Report
    - 1. Treasurer’s Report .....68

|       |   |    |
|-------|---|----|
| VI.   | Old Business  |    |
|       | A. Consideration of renewal of the MOU with Overland Park Community Garden.....   | 69 |
|       | B. Consideration of renewal of the MOU with the Johnson County Genealogical Society .....                                 | 72 |
|       | C. Consideration of renewal of the Interlocal cooperation agreement with the Olathe Public Library .....                  | 76 |
|       | D. Consideration of renewal of the MOU with AARP .....  | 81 |
|       | E. Consideration of renewal of the MOU with Growing Futures Early Education Center ....                                   | 83 |
|       | F. Consideration of renewal of the MOU with the Friends of the Johnson County Library .....                               | 86 |
| VII.  | New Business  |    |
|       | A. Consideration of approval of \$124,500.00 purchase for the replacement of the Staefa control System for the HVAC. .... | 90 |
| VIII. | Executive Session to discuss personnel matters  |    |
| VIII. | Adjournment   |    |

### Johnson County Library Touch Points Percentage of Activity by Location -- October 2015



## Johnson County Library Three-Year Trend in Circulation



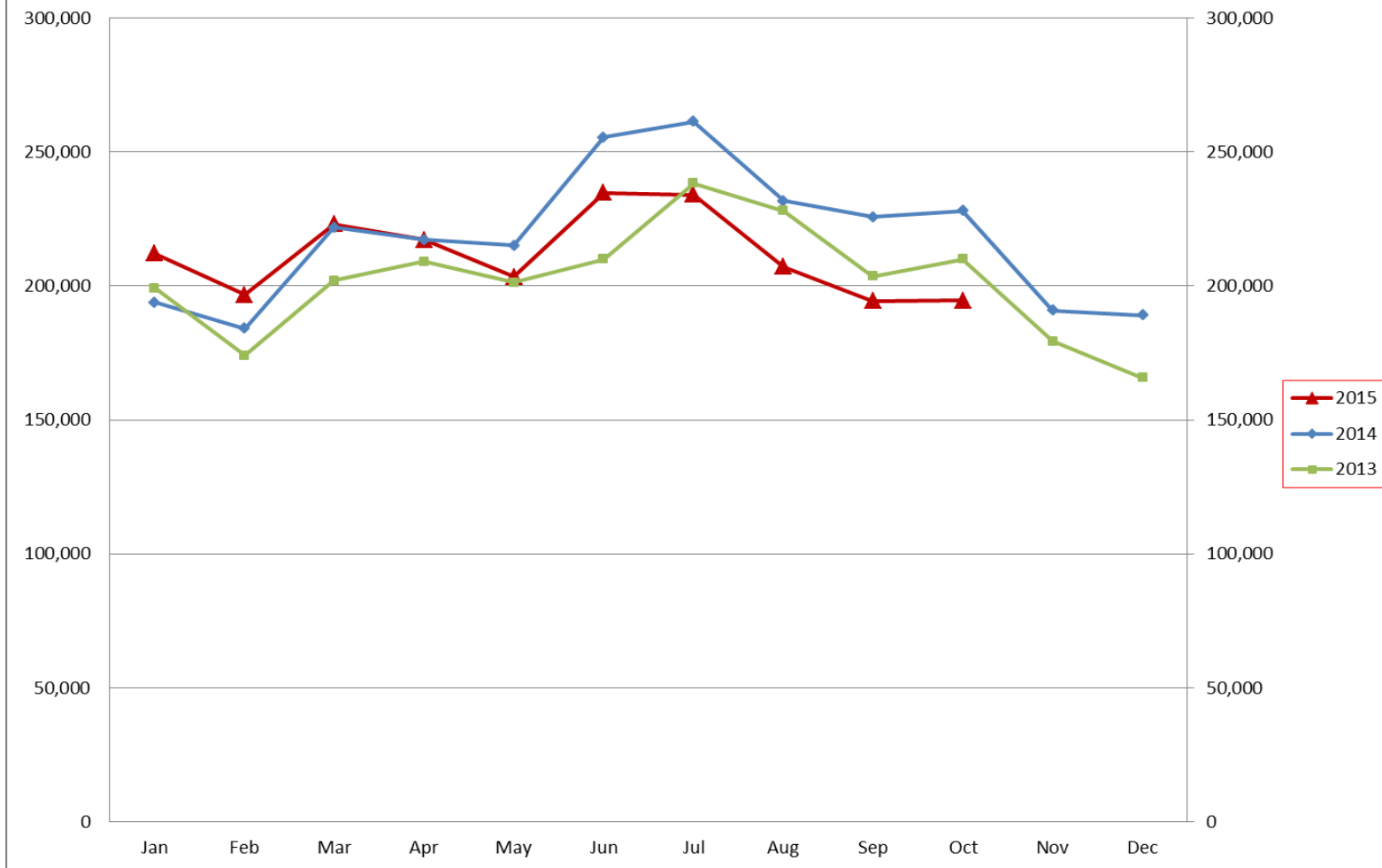
Johnson County Library  
**OFFICIAL CIRCULATION BY LOCATION**

**October 2015**

| Location                       | Official Circulation |                               |                         |                              |                      |                               |                         |                              |                                   |              |                     |
|--------------------------------|----------------------|-------------------------------|-------------------------|------------------------------|----------------------|-------------------------------|-------------------------|------------------------------|-----------------------------------|--------------|---------------------|
|                                | Current Month 2015   |                               |                         |                              | Current Month 2014   |                               |                         |                              | Percentage Change<br>2014 to 2015 |              |                     |
|                                | Month                |                               | Yr-to-Dt<br>Circulation | Previous<br>Twelve<br>Months | Month                |                               | Yr-to-Dt<br>Circulation | Previous<br>Twelve<br>Months | Month                             | Yr-to-Dt     | Previous<br>12 mos. |
|                                | Number<br>(inc. ILL) | Percent of<br>System<br>Total |                         |                              | Number<br>(inc. ILL) | Percent of<br>System<br>Total |                         |                              |                                   |              |                     |
| Antioch                        | 31,837               | 5.9%                          | 338,443                 | 394,509                      | 29,464               | 5.4%                          | 310,263                 | 365,039                      | 8.1%                              | 9.1%         | 8.1%                |
| Blue Valley                    | 66,800               | 12.4%                         | 719,548                 | 840,967                      | 63,589               | 11.7%                         | 676,933                 | 789,793                      | 5.0%                              | 6.3%         | 6.5%                |
| Cedar Roe                      | 19,024               | 3.5%                          | 189,703                 | 224,051                      | 18,496               | 3.4%                          | 192,763                 | 238,962                      | 2.9%                              | -1.6%        | -6.2%               |
| Central Resource               | 27,532               | 5.1%                          | 373,422                 | 518,284                      | 74,391               | 13.7%                         | 786,236                 | 932,751                      | -63.0%                            | -52.5%       | -44.4%              |
| Corinth                        | 42,022               | 7.8%                          | 455,323                 | 536,331                      | 41,348               | 7.6%                          | 443,774                 | 523,420                      | 1.6%                              | 2.6%         | 2.5%                |
| Desoto                         | 3,813                | 0.7%                          | 38,659                  | 46,440                       | 4,098                | 0.8%                          | 43,523                  | 50,969                       | -7.0%                             | -11.2%       | -8.9%               |
| Edgerton                       | 1,746                | 0.3%                          | 18,596                  | 21,805                       | 1,753                | 0.3%                          | 14,590                  | 18,324                       | -0.4%                             | 27.5%        | 19.0%               |
| Gardner                        | 19,199               | 3.6%                          | 205,011                 | 240,382                      | 21,153               | 3.9%                          | 207,624                 | 241,680                      | -9.2%                             | -1.3%        | -0.5%               |
| Lackman                        | 37,433               | 6.9%                          | 387,595                 | 450,696                      | 33,412               | 6.2%                          | 358,141                 | 421,404                      | 12.0%                             | 8.2%         | 7.0%                |
| Leawood Pioneer                | 37,075               | 6.9%                          | 388,083                 | 454,954                      | 35,932               | 6.6%                          | 386,570                 | 458,234                      | 3.2%                              | 0.4%         | -0.7%               |
| Oak Park                       | 32,579               | 6.0%                          | 322,373                 | 369,698                      | 25,113               | 4.6%                          | 266,777                 | 315,258                      | 29.7%                             | 20.8%        | 17.3%               |
| Shawnee                        | 24,752               | 4.6%                          | 266,088                 | 312,266                      | 24,786               | 4.6%                          | 263,286                 | 306,729                      | -0.1%                             | 1.1%         | 1.8%                |
| Spring Hill                    | 4,217                | 0.8%                          | 49,187                  | 59,363                       | 5,570                | 1.0%                          | 54,647                  | 64,960                       | -24.3%                            | -10.0%       | -8.6%               |
| JCL Web Renewals               | 146,825              | 27.2%                         | 1,304,706               | 1,553,127                    | 128,669              | 23.7%                         | 1,253,646               | 1,499,535                    | 14.1%                             | 4.1%         | 3.6%                |
| Digital Downloads              | 25,824               | 4.8%                          | 231,675                 | 274,943                      | 15,599               | 2.9%                          | 154,911                 | 189,052                      | 65.5%                             | 49.6%        | 45.4%               |
| JCL Loans to Olathe PL         | 18,586               | 3.4%                          | 199,172                 | 236,039                      | 18,962               | 3.5%                          | 200,102                 | 236,309                      | -2.0%                             | -0.5%        | -0.1%               |
| <b>JCL Branch Total</b>        | <b>320,497</b>       | <b>59.4%</b>                  | <b>3,378,609</b>        | <b>3,951,462</b>             | <b>304,714</b>       | <b>56.2%</b>                  | <b>3,218,891</b>        | <b>3,794,772</b>             | <b>5.2%</b>                       | <b>5.0%</b>  | <b>4.1%</b>         |
| <b>JCL Brances and Central</b> | <b>348,029</b>       | <b>64.5%</b>                  | <b>3,752,031</b>        | <b>4,469,746</b>             | <b>379,105</b>       | <b>69.9%</b>                  | <b>4,005,127</b>        | <b>4,727,523</b>             | <b>-8.2%</b>                      | <b>-6.3%</b> | <b>-5.5%</b>        |
| <b>JCL SYSTEM TOTAL</b>        | <b>539,264</b>       | <b>100.0%</b>                 | <b>5,487,584</b>        | <b>6,533,855</b>             | <b>542,335</b>       | <b>100.0%</b>                 | <b>5,613,786</b>        | <b>6,652,419</b>             | <b>-0.6%</b>                      | <b>-2.2%</b> | <b>-1.8%</b>        |

| Average Circulation per Capita |         |         |
|--------------------------------|---------|---------|
|                                | 2015    | 2014    |
| Current Month                  | 1.3     | 1.3     |
| Year-to-Date                   | 12.7    | 13.0    |
| Service Area Population        | 431,000 | 431,000 |

### Johnson County Library Three-Year Trend in Library Visits



Johnson County Library  
**USER VISITS**

October 2015

| Location            | Current Month 2015 |                         |                    |                              |                 |                       |                        |                      | Current Month 2014 |                         |                    |                              | Percent Change<br>2014 to 2015 |                 |                              |
|---------------------|--------------------|-------------------------|--------------------|------------------------------|-----------------|-----------------------|------------------------|----------------------|--------------------|-------------------------|--------------------|------------------------------|--------------------------------|-----------------|------------------------------|
|                     | Total<br>Visits    | % of<br>Total<br>Visits | Yr-to-Dt<br>Visits | Previous<br>Twelve<br>Months | Visits per Hour |                       | Circulations per Visit |                      | Total<br>Visits    | % of<br>Total<br>Visits | Yr-to-Dt<br>Visits | Previous<br>Twelve<br>Months | For<br>Month                   | For<br>Yr-to-Dt | Previous<br>Twelve<br>Months |
|                     |                    |                         |                    |                              | Hours<br>Open   | Visits<br>per<br>Hour | Circulation            | Circ<br>per<br>Visit |                    |                         |                    |                              |                                |                 |                              |
| Antioch             | 23,192             | 11.9%                   | 246,093            | 281,971                      | 288             | 81                    | 31,837                 | 1.4                  | 19,693             | 8.6%                    | 199,452            | 233,978                      | 17.8%                          | 23.4%           | 20.5%                        |
| Blue Valley         | 25,614             | 13.2%                   | 272,011            | 317,169                      | 288             | 89                    | 66,800                 | 2.6                  | 26,843             | 11.8%                   | 262,756            | 306,738                      | -4.6%                          | 3.5%            | 3.4%                         |
| Cedar Roe           | 18,635             | 9.6%                    | 203,699            | 235,920                      | 252             | 74                    | 19,024                 | 1.0                  | 19,796             | 8.7%                    | 204,437            | 221,663                      | -5.9%                          | -0.4%           | 6.4%                         |
| Central Resource    | 6,420              | 3.3%                    | 119,342            | 182,729                      | 288             | 22                    | 27,532                 | 4.3                  | 39,212             | 17.2%                   | 379,097            | 443,000                      | -83.6%                         | -68.5%          | -58.8%                       |
| Corinth             | 21,913             | 11.3%                   | 236,810            | 274,762                      | 288             | 76                    | 42,022                 | 1.9                  | 20,963             | 9.2%                    | 227,232            | 265,720                      | 4.5%                           | 4.2%            | 3.4%                         |
| DeSoto              | 2,558              | 1.3%                    | 27,654             | 32,043                       | 159             | 16                    | 3,813                  | 1.5                  | 3,026              | 1.3%                    | 33,414             | 38,408                       | -15.5%                         | -17.2%          | -16.6%                       |
| Edgerton            | 663                | 0.3%                    | 9,115              | 11,228                       | 115             | 6                     | 1,746                  | 2.6                  | 1,508              | 0.7%                    | 12,762             | 13,877                       | -56.0%                         | -28.6%          | -19.1%                       |
| Gardner             | 9,361              | 4.8%                    | 94,926             | 127,963                      | 272             | 34                    | 19,199                 | 2.1                  | 20,274             | 8.9%                    | 160,760            | 178,220                      | -53.8%                         | -41.0%          | -28.2%                       |
| Lackman             | 22,988             | 11.8%                   | 233,105            | 265,888                      | 272             | 85                    | 37,433                 | 1.6                  | 20,139             | 8.8%                    | 214,565            | 242,686                      | 14.1%                          | 8.6%            | 9.6%                         |
| Leawood Pioneer     | 20,886             | 10.7%                   | 213,809            | 248,819                      | 272             | 77                    | 37,075                 | 1.8                  | 20,389             | 8.9%                    | 204,026            | 240,047                      | 2.4%                           | 4.8%            | 3.7%                         |
| Oak Park            | 27,298             | 14.0%                   | 257,805            | 291,581                      | 272             | 100                   | 32,579                 | 1.2                  | 19,648             | 8.6%                    | 175,598            | 211,763                      | 38.9%                          | 46.8%           | 37.7%                        |
| Shawnee             | 11,939             | 6.1%                    | 166,512            | 184,439                      | 272             | 44                    | 24,752                 | 2.1                  | 12,814             | 5.6%                    | 119,123            | 135,437                      | -6.8%                          | 39.8%           | 36.2%                        |
| Spring Hill         | 3,146              | 1.6%                    | 36,726             | 43,079                       | 151             | 21                    | 4,217                  | 1.3                  | 3,714              | 1.6%                    | 41,277             | 47,891                       | -15.3%                         | -11.0%          | -10.0%                       |
| Branch Total        | 188,193            | 96.7%                   | 1,998,265          | 2,314,862                    | 2,901           | 65                    | 320,497                | 1.7                  | 188,807            | 82.8%                   | 1,855,401          | 2,136,429                    | -0.3%                          | 7.7%            | 8.4%                         |
| <b>SYSTEM TOTAL</b> | <b>194,613</b>     | <b>100.0%</b>           | <b>2,117,607</b>   | <b>2,497,591</b>             | <b>3,189</b>    | <b>61</b>             | <b>348,029</b>         | <b>1.8</b>           | <b>228,019</b>     | <b>100.0%</b>           | <b>2,234,498</b>   | <b>2,579,428</b>             | <b>-14.7%</b>                  | <b>-5.2%</b>    | <b>-3.2%</b>                 |

|  | 2015    | 2014    |
|--|---------|---------|
| Average Visits per Capita for Current Month: | 0.5     | 0.5     |
| Average Visits per Capita for Year-to-Date:  | 4.9     | 5.2     |
| Service Area Population:                     | 431,000 | 431,000 |



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Lenexa, Kansas with its principal office located at 12350 W. 87<sup>th</sup> Street Parkway, Lenexa, Kansas 66215 ("CITY") and the Board of Directors of Johnson County Library, Johnson County, Kansas, with administrative offices located at 9875 W. 87<sup>th</sup> St., Overland Park, Kansas 66212 ("JCL").

### RECITALS

WHEREAS, the CITY is a Kansas municipal corporation and is authorized to enter into this MOU by the powers vested in it by Article 12, Section 5 of the Kansas Constitution and by Charter Ordinance 55; and

WHEREAS, JCL is a quasi-municipal corporation organized under the laws of the state of Kansas and is authorized to enter into this MOU by the powers vested in it by K.S.A. 12-1223 *et seq.*; and

WHEREAS, the CITY is the owner of approximately 0.5 acres of real property located west of Penrose St. and south of 87<sup>th</sup> Street Parkway (the "Property") which is within the Lenexa City Center development and is legally described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Lenexa City Center arose from the CITY's 2020 Visioning Plan with a goal to develop a central gathering place with a variety of opportunities for residents and visitors. Lenexa City Center is mixed-use development incorporating multiple hotels, restaurants and retail uses, offices and residential properties and emphasizes walkability, density, sustainability and community, including the CITY's Civic Center Project (the "Civic Center") which commenced construction on July 28, 2015; and

WHEREAS, the Civic Center is located south of 87<sup>th</sup> Street Parkway adjacent to the Property and is a multi-use facility consisting of two individual buildings with shared plaza containing internal and external recreational, cultural, social and civic components and an associated 500 space parking structure (the "Civic Garage"). The building to the east will include CITY offices, an auditorium/Council Chamber, lobby/pre-function and art gallery space, and a public market (the "Civic Building"). The CITY is also in negotiations for a possible university tenant in the Civic Building. The building to the west will include an indoor aquatic center with leisure/wellness pool, play structures for children, water slide, lazy river and lap swimming lanes; fitness facilities; large walking track, multiple multi-use gymnasiums; youth, teen and senior programming (the "Recreation Center"); and

WHEREAS, in May 2015, JCL approved a Comprehensive Library Master Plan (the "CLMP"); and

WHEREAS, the CLMP recognizes the needs of JCL patrons and their use of the library are changing and that JCL services, operations and facilities should be sustainable, flexible and responsive to evolving services and community change; and

WHEREAS, the CLMP identifies the relocation and construction of a new library facility in Lenexa as a possible enhancement of existing library services; and

WHEREAS, in August 2015, the Johnson County Board of County Commissioners (the "BOCC") passed its 2016 budget which included a .75 mill increase to provide funding for the partial implementation of the JCL CLMP; and

WHEREAS, the parties would like to collaborate together to encourage a comprehensive civic campus where people can interact and engage with one another; and

WHEREAS, location of a new library facility within the Lenexa City Center provides a unique and beneficial opportunity for both parties and for the community; and

WHEREAS, the parties desire to enter into this MOU setting forth their intentions with respect to their responsibilities to each other and this MOU memorializes the same subject to the terms, conditions and subsequent agreements as described herein.

NOW, THEREFORE, for the mutual promises and covenants contained herein, the parties agree as follows:

**1. PROJECT.** JCL intends to construct an approximately 40,000 square foot library facility on the Civic Center site (the "Project"). The Project will be constructed of high quality materials and will be architecturally compatible with the CITY's adjacent Civic Center. A general site plan depicting the location of the Project is marked as "Future Building Site" on Exhibit B attached hereto and incorporated herein by reference.

A. Development Review Process. JCL agrees to submit to the land use, development and building permit review and approval process related to the Project in accordance with the CITY's Unified Development Code, including the City Center Design Guidelines which apply to all development within the Lenexa City Center.

B. Parking. JCL will utilize shared parking in the Civic Garage to satisfy the daily parking needs of the Project. The Civic Garage shall be constructed by the CITY as part of its Civic Center and will provide free parking to the public. The parties will enter into a subsequent agreement setting forth the terms and conditions under which JCL will participate in an annual payment to assist with the maintenance of the Civic Garage. It is anticipated that the payment will be allocated in proportion to JCL's projected and then actual estimated use of the Civic Garage; the payment will not include any costs relating to the cost of construction. The fee will be adjusted annually based upon the agreement of the parties as to JCL's estimated use of the Civic Garage for the previous year. The

Lenexa City Center also offers substantial off-site parking which will assist JCL with overflow parking resulting from large special events held at the Project.

**2. LAND CONVEYANCE.** The CITY will convey the Property to JCL at no cost, to allow JCL to construct the Project defined herein.

A. Public Purpose. The CITY finds that use of the Property by JCL for a public library is a good public use and further finds that such Project and the patrons thereof will be beneficial to the City's City Center development, including but not limited to the retail, restaurant and hotel uses.

B. Value. The Property will be donated by the CITY to JCL for this Project consistent with the provisions of this MOU.

C. Conveyance.

(1) JCL, may, but is not obligated to, secure Title Insurance and/or an ALTA Survey on the Property, but shall do so at its expense.

(2) The CITY and JCL intend to enter into a Property Conveyance Agreement within one hundred eighty (180) days after execution of the MOU. The conveyance (or "Closing") will occur within thirty (30) days prior to the date upon which the Public Building Commission of Johnson County, Kansas is to meet to adopt resolutions to issue bonds in conjunction with the Project, tentatively scheduled to be August 3, 2018. To facilitate the development and building plan approvals, the CITY shall grant JCL the right to make application for all of its development plan approvals and building permit submission prior to Closing.

(3) Closing is anticipated to occur in calendar year 2018. At Closing, the Parties shall prorate the ad valorem real estate taxes and special assessments on the Property as of the date of Closing. This MOU imposes no responsibility on JCL for payment of any ad valorem real estate and special assessments on the Property JCL would not otherwise have by law.

(4) Unless otherwise specifically provided in the Property Conveyance Agreement, the CITY maintains all rights and obligations of ownership with respect to the Property until Closing. Because Closing is not anticipated to occur for an extended period of time after the Civic Building and Recreation Building are open and operational, the parties agree that prior to Closing nothing in this MOU prohibits the CITY from utilizing the Property as open space, for special events or similar purposes, or to landscape the Property, including providing for sidewalks or similar pedestrian access, as the CITY deems necessary and appropriate ("CITY Use"). However, such CITY Use shall be at the CITY's sole cost and responsibility and shall not create any environmental issues or any new encumbrance upon the Property.

D. Re-Conveyance. If construction of the Project is not commenced (defined to mean vertical construction and not mere site grading) within sixty (60) days of

April 26, 2019, unless extended by the CITY and JCL in writing, and thereafter diligently pursued to completion (defined to mean acting to maintain an active building permit) then, within thirty (30) days of written notice from the CITY, JCL shall diligently pursue completion or re-convey the Property to the CITY subject to the same title exceptions and matters of record (including special assessments and taxes not yet due and owing) as when said Property was transferred to JCL, at no cost to the CITY. City shall not unreasonably withhold extension of building permit. No re-conveyance shall occur under this MOU after substantial completion (defined to mean completion that allows for functional use) of the Project.

**3. SCHEDULE.** Subject to written agreement of the Parties, JCL agrees to diligently pursue the Project in accordance with the "Detail Project Timeline" dated November 30, 2015, attached hereto as Exhibit C and incorporated herein by reference. Nothing in this MOU precludes JCL, at its sole discretion, from accelerating the dates set forth on the Detail Project Timeline, but they are not obligated to do so.

JCL and the City Administrator may agree, in writing, to minor adjustments to the Detail Project Timeline, provided however that any substantial adjustments to the Project Timeline, may in the City Administration's discretion require an amendment by the City Council. Provided JCL is diligently prosecuting the work, nothing in this Section shall prohibit JCL from commencing an item earlier than the date indicated in the preceding table, and prosecuting the substantial completion of each item in accordance with the CITY approved plans in a timely fashion to completion. JCL shall not be in default so long as it is making reasonable progress under the Detail Project Timeline.

**4. OBLIGATIONS TO PROCEED.** The obligation of the parties to proceed beyond this MOU is dependent upon the following:

A. The Library Board of JCL must approve this MOU and then, pursuant to K.S.A. 12-1223, submit the MOU for ratification and approval by the Board of County Commissioners of Johnson County, Kansas.

B. CITY and JCL entering into a mutually agreeable Property Conveyance Agreement, which will then be submitted to the Board of County Commissioners of Johnson County, Kansas;

C. JCL obtaining all applicable CITY development approvals; and

D. CITY obtaining approval of its Master Developer to site layout and parking arrangements; and

E. CITY and JCL entering into a Property Conveyance Agreement for the Project.

**5. NO LIMITATION OF POWER.**

A. Nothing in this MOU shall be construed as a limitation on the ability of the CITY to exercise its governmental functions or to diminish, restrict or limit the police powers of the CITY granted by the Constitution of the state of Kansas and the United States, statutes, or by general law.

B. Nothing in this MOU shall be construed as a limitation on the powers, rights, authority, duty and responsibility conferred upon and vested in JCL by the laws and Constitution of the state of Kansas and the United States.

**6. COOPERATION.** The Parties agree to exercise good faith and cooperate with each other to finalize and execute all documents and agreements necessary to complete the Project as contemplated herein and as required by CITY code or state law.

**7. NOTICES.** Any notice, request, approval, demand, instruction, or other communication to be given to either party hereunder, unless specifically stated otherwise herein, shall be in writing and shall be conclusively deemed to be delivered (i) when personally delivered, (ii) when deposited in the U.S. mail, sent by certified mail return receipt requested, (iii) when sent by overnight courier, or (iv) when sent by facsimile with a confirmed receipt, but in all cases addressed to the parties as follows:

To JCL: Sean Casserley, County Librarian  
Johnson County Central Library  
9875 W. 87<sup>th</sup> St.  
Overland Park, KS 66212  
Phone: 913-826-4600  
Fax: 913-826-4730  
Email: CasserleyS@jocolibrary.org

With a Copy to: Fred J. Logan, Jr.  
Logan, Logan & Watson  
8340 Mission Rd., Suite 106  
Prairie Village, KS 66206  
Phone: 913-381-1121  
Fax: 913-381-6546  
Email: flogan@loganlaw.com

To CITY: Eric Wade, City Administrator  
12350 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66215  
Phone: (913) 477-7500  
Fax: (913) 477-7589  
ewade@lenexa.com

With a Copy to: Cindy Harmison, City Attorney  
12350 W. 87<sup>th</sup> Street Parkway  
Lenexa, KS 66215

Phone: (913) 477-7622  
Fax: (913) 477-7639  
charmison@lenexa.com

**8. TERMINATION.** Unless otherwise amended in writing, this MOU shall automatically terminate and be of no further force and effect upon the earlier of:

A. Failure of JCL to obtain all applicable development approvals on or before September 25, 2018;

B. Execution of a subsequent Development Agreement or similar instrument that expressly terminates this MOU;

C. Failure of JCL to submit for a building permit within one hundred eighty (180) days after obtaining all applicable development approvals;

D. Failure of JCL to commence vertical construction of the Project on or before forty-five (45) days following issuance of building permit unless mutually agreed upon in writing by the Parties;

E. Completion of the Project as contemplated in this MOU; or

E. Mutual Agreement of the Parties to terminate the MOU as evidenced in writing signed by both parties.

**9. GENERAL MATTERS.**

A. This MOU shall be governed by and construed under the laws of the state of Kansas.

B. Neither party shall assign this MOU without the written consent of both parties.

C. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this MOU. This MOU constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, covering the same subject matter. This MOU may only be modified or amended only upon written instrument executed by the parties required to consent to such amendment.

D. No member of the Governing Body, official or employee of the CITY shall be personally liable to JCL, or any successor in interest to JCL, pursuant to the provisions of this MOU or for any default or breach of the MOU by the CITY.

E. No member of the Board of Directors, official or employee of JCL shall be personally liable or obligated to perform the obligations of JCL, pursuant to the provisions of this MOU or for any default or breach of the MOU by JCL.

F. The signatories to this MOU covenant and represent that each is fully authorized to enter into and to execute this MOU on behalf of the above named party.

G. It is agreed that nothing in this MOU is intended to, nor does it create or establish a joint venture between the CITY and JCL, or as constituting any agency relationship

H. Nothing contained in this MOU shall be construed to confer upon any other party the rights of a third party beneficiary.

The parties have executed this MOU on the date first written above.

[Signature Pages Follow]

CITY OF LENEXA, KANSAS

By: \_\_\_\_\_  
Michael A. Boehm, Mayor

Attest:

\_\_\_\_\_  
David F. Bryant, III, CITY Clerk

Approved As To Form:

\_\_\_\_\_  
Cynthia L. Harmison, CITY Attorney



**BOARD OF DIRECTORS OF JOHNSON  
COUNTY LIBRARY**

By: \_\_\_\_\_  
Neil Shortlidge  
Chair

Attest:

\_\_\_\_\_  
Pam Robinson  
Secretary

Approved As To Form:

\_\_\_\_\_  
Fred J. Logan, Jr., Board Attorney

## EXHIBIT A

### Legal Description of the Property

*[still need the actual legal description but using the Civic Garage as the western border, the strata as the northern boundary and the right of way line for Penrose and 88<sup>th</sup> St., respectively, the total approximate square footage is 22,752]*

EXHIBIT B

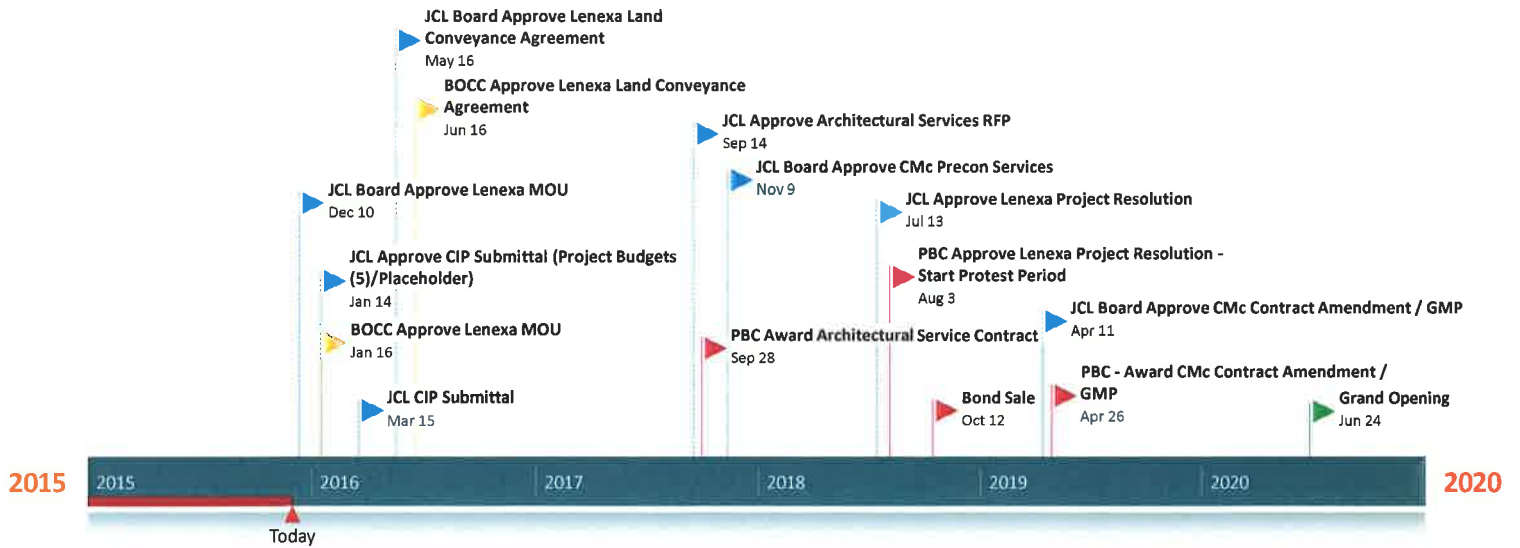


The area designated "Future Building Site" in the southeast corner is the proposed library site.

**EXHIBIT C**

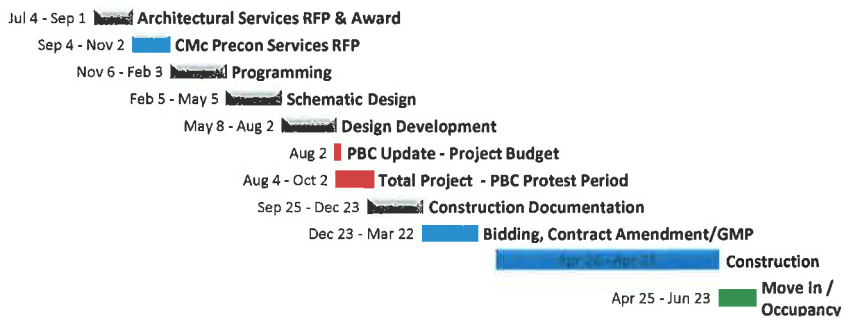
**Detail Project Timeline**

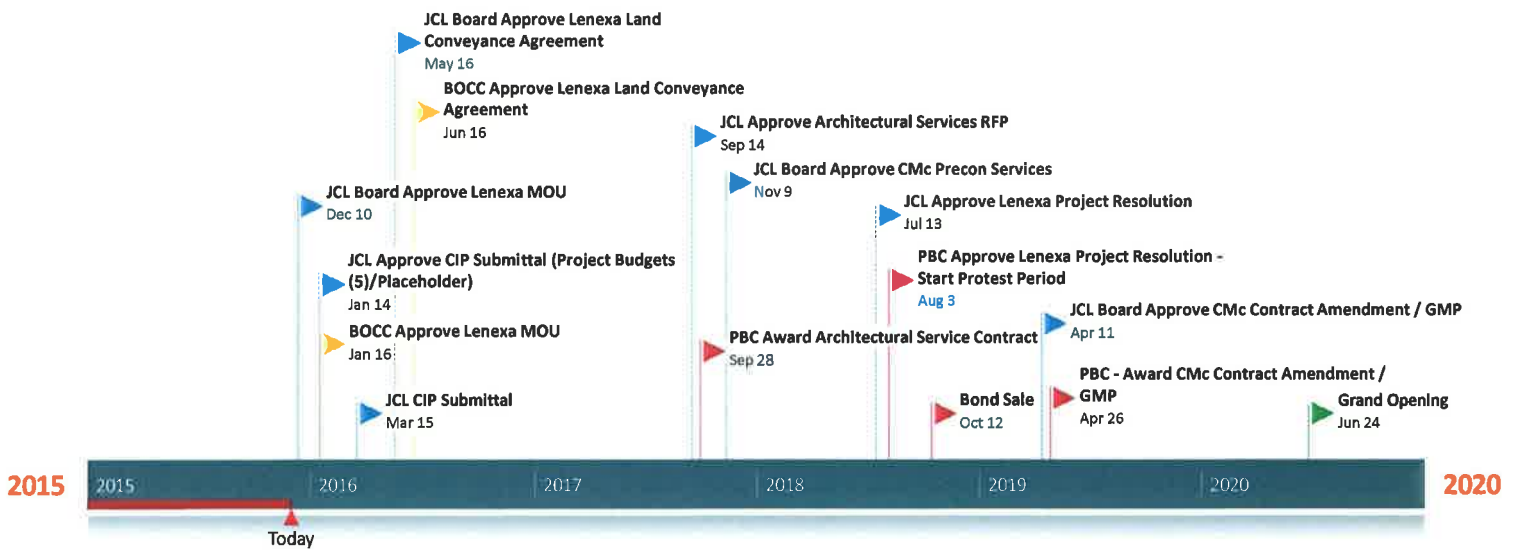
**Attached**



Lenexa Library Branch  
 Detail Project Timeline  
 November 30, 2015

**DRAFT**





Lenexa Library Branch  
 High Level Project Timeline  
 November 30, 2015

**DRAFT**

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 10, 2015**

**AGENDA ITEM:** IV.A.2. Consideration of Renewal of 2014 Contract for Legal Services

**ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors should renew its contract with Fred Logan of Logan Logan & Watson, L.C. for legal services in 2016, as presented.

**DISCUSSION:**

The contract with Logan Logan & Watson, L.C. for legal services as Board Counsel is being presented for renewal. Mr. Logan provides contract review and legal advice to the board. Mr. Logan coordinates with the County Legal Department for items that fall under their jurisdiction such as some bidding documents or personnel issues. That relationship is strong. Mr. Logan and his firm have represented the Johnson County Library Board of Directors at a reduced rate, which remains the same for 2016. Based on the work of the past years, his work has been of high quality at a reasonable rate.

**BUDGET**

The contract for 2016 is proposed at \$190 per hour. The Operating Budget for 2016 can accommodate this amount.

**RECOMMENDATION:**

That the Library Board of Directors renew the contract with Logan Logan & Watson, L.C. for legal services for 2016 at the rate of \$190.00 per hour.

**PERSON(S) RESPONSIBLE:**

Fred Logan

# LOGAN & LOGAN, L.C.

ATTORNEYS AT LAW  
CORINTH OFFICE BUILDING  
8340 MISSION ROAD, SUITE 106  
PRAIRIE VILLAGE, KANSAS 66206  
TELEPHONE (913) 381-1121  
TELEFAX (913) 381-6546

FRED J. LOGAN, JR.  
SCOTT K. LOGAN  
M. BRADLEY WATSON  
JEFF K. BROWN  
CHRISTOPHER H. LOGAN  
DAVID M. TYRRELL

ALL ATTORNEYS  
ADMITTED IN KANSAS  
AND MISSOURI

December 10, 2015

## AGREEMENT

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 that firm to the Board of Directors of the Johnson County Library and to the Johnson County Library. Said agreement is for legal services to be rendered during the year 2016.

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 is specifically retained as counsel for the Library Board and the Johnson County Library and his services shall be compensated at an hourly rate of \$190.00.

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

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Neil Shortlidge  
Chair, Board of Directors  
of the Johnson County Library



# County Librarian's Report



## Save the Dates

|                         |   |
|-------------------------|---|
| <b>DEC</b><br><b>12</b> | <b>Listen Local:</b><br><b>Mikal Shapiro</b><br>11 am @ Lackman |
| <b>DEC</b><br><b>14</b> | <b>An Edible Discussion</b><br>6:30 pm @ Corinth                |

## Library Website & Catalog Get Even Better

### Convenience

The user-friendliness of jocolibrary.org continues to reach new heights. Beginning Tuesday, Dec. 8, search results in the web catalog will display better on all sizes of screens. Almost a third of all external visits to the web catalog came from mobile or tablet devices in the past month. We expect that percentage to grow even higher with the new improved layout. Also, the homepage of jocolibrary.org recently saw a refresh of graphics and new tile design for compellingly featuring news, services and programs. The update comes after extensive testing and feedback from library patrons.



## October Second Saturday Shines

### Community

A total of 60 adults and children enjoyed Viva La Fiesta programming (formerly known as Latino Festival) at Cedar Roe Library this past October Second Saturday. Husband and wife musicians Amada Espinoza and Karen Lisondro performed a selection of beautiful Bolivian music. Patrons also enjoyed delicious pan del muerto (bread of the dead), a fun tin craft and coloring sheets for smaller children with the help of bilingual teen volunteers (pictured left). In honor of the Mexican holiday Día de Muertos (Day of the Dead), patrons also created a display of butterflies bearing the names of loved ones who have died.

# Customer Service Expectations

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**Brand Promise:** We promise to nurture our community's collective wisdom.

The brand promise speaks to our greater purpose as an institution, or the WHY of what we do. How we do what we do is answered by many things, especially through customer service.

"Quality customer service" is a JCL value. Employees at JCL work together to create quality customer service through what we call the JCL experience. This is not a script or a list of "how to" provide quality service. It is an active process that takes into account the fact that people have different preferences for how to receive and give quality service. The following statements are used as a basis for discussion, training, recognition, and the measurement of patron and staff satisfaction.

## **We create the JCL Experience for patrons and staff:**

1. With thoughtfully chosen, conveniently organized, and readily delivered stuff that is educational, exciting, and entertaining.
2. With opportunities for connections that bring people together, foster a sense of belonging, and encourage collaboration.
3. With an inviting, inclusive, and responsive environment that meets the needs of our community.
4. By respectfully facilitating access to relevant resources that enlighten our patrons and fulfill their information needs.
5. With interactions that inspire wonder and empower curiosity, exploration, and discovery.
6. With meaningful, gratifying programs that inform, engage, and enrich.
7. With timely service that is accurate, dependable, flexible, and anticipates needs.

## **Workplace Culture**

We recognize that for JCL staff to deliver high quality customer service to the public, staff must deliver high quality service to each other. Strong internal customer service is the foundation of the JCL Experience. At JCL we have the following additional standards that are specific to workplace culture.

### **We create a workplace culture by:**

1. Supporting each other. We want to feel part of a team, be trusted, and experience a sense of belonging.
2. Valuing each other. We want to feel accepted as individual contributors, have our work and contribution recognized, and expertise validated.
3. Demonstrating respect for each other. We want to feel understood, be recognized as being capable and competent, and experience a safe and comfortable work environment.



**JOHNSON COUNTY KANSAS**  
**TREASURY AND FINANCIAL MANAGEMENT, PURCHASING DIVISION**  
**STANDARD TERMS AND CONDITIONS**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Treasury and Financial Management, Purchasing Division.
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the solicitation document for the physical receipt of sealed invitation for Bid/Request for Proposal by the Treasury and Financial Management, Purchasing Division.
- e. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- f. **Board of Directors of the Johnson County Library or Library Board means the governing body of Johnson County, Kansas.**
- g. **Buyer** means the procurement staff member of the Treasury and Financial Management, Purchasing Division. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- j. **County** means Johnson County, Kansas.
- k. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by the Treasury and Financial Management, Purchasing Division, to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. **Library** means Johnson County Library.
- n. **May** means that a certain feature, component, or action is permissible, but not required.
- o. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- p. **Shall** has the same meaning as the word **must** and is an obligation to the condition.
- q. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

**2. OPEN COMPETITION**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Treasury and Financial Management, Purchasing Division, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirement, competitive bid process, etc., must be directed to the buyer from the Treasury and Financial Management, Purchasing Division as indicated on the first page of the bid/proposal. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by the Treasury and Financial Management, Purchasing Division, less than seven calendar days prior to the bid/proposal opening date may not be answered.

- b. Bidders are cautioned that the only official position of the County is that position which is stated in writing and issued by the Treasury and Financial Management, Purchasing Division, in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Treasury and Financial Management, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.
- d. The Treasury and Financial Management, Purchasing Division, reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an **amendment**.

**3. PREPARATION OF BID/PROPOSAL**

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the bid/proposal.
- e. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the bid/proposal clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.



- f. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- g. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

**4. SUBMISSION OF BIDS/PROPOSALS**

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required, Invitations for Bid only (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Treasury and Financial Management, Purchasing Division, and officially clocked in no later than the exact opening time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. The sealed envelope or container containing a bid/proposal should be clearly marked on the outside with (1) the official bid/proposal number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Treasury and Financial Management, Purchasing Division, prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

**5. BID/PROPOSAL OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the bid/proposal document. In the case of Invitations for Bid, prices shall be read at the bid opening.
- b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Treasury and Financial Management, Purchasing Division. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened, and will be returned unopened.

**6. EVALUATION/AWARD**

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Treasury and Financial Management, Purchasing Division, to be in the best interests of the County.
- b. Unless otherwise stated in the bid/proposal, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the lowest and best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
- d. When evaluating a bid, the Library reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- e. Any award of a contract shall be made by written notification from the Treasury and Financial Management, Purchasing Division.
- f. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to the State of Kansas open record law.
- g. The Treasury and Financial Management, Purchasing Division, reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.

- h. The Treasury and Financial Management, Purchasing Division, reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety, to waive any minor technicality or irregularities of bids/proposals received.

- i. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

- j. Bidders who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at <http://treasurer.jocogov.org/fin/purchasing.aspx>.

**7. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) the Library's acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

**8. INVOICING AND PAYMENT**

- a. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Treasury and Financial Management, Purchasing Division.
- b. Payment for all equipment, supplies, and services shall be made in arrears. The Library shall not make any advance deposits unless provided in the solicitation document.
- c. The Library assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the Library's rejection and shall be returned at the contractor's expense.
- d. The County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the bid request shall be deemed to have been accomplished within the State of Kansas.

**9. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. Prior to delivery of equipment, each unit must be completely serviced and lubricated in accordance with factory service specifications. Successful bidder is responsible to furnish any equipment needed for unloading of equipment at the F.O.B. destination point.

**10. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

## **11. WARRANTY**

The contractor expressly warrants that all equipment, supplies, and/or services in accordance with generally accepted industry standards, practices and principles applicable to the work and shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Treasury and Financial Management, Purchasing Division, (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, (4) be free from defect, and (5) vendor shall replace a defective product at its own cost.

## **12. CONFLICT OF INTEREST**

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **13. CANCELLATION/TERMINATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Treasury and Financial Management, Purchasing Division, may cancel the contract. At its sole discretion the Treasury and Financial Management, Purchasing Division, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Treasury and Financial Management, Purchasing Division will issue a notice of cancellations terminating the contract immediately.
- c. If the Treasury and Financial Management, Purchasing Division, cancels the contract for breach, the Treasury and Financial Management, Purchasing Division, reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Treasury and Financial Management, Purchasing Division, deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. The Treasury and Financial Management, Purchasing Division, reserves the right to terminate the contract at any time for the convenience of the Library, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.
- e. The contract is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto, (the "Act"). By virtue of this Act, the Library is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Library's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the Library fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the Library of any kind whatsoever."

## **14. COMMUNICATIONS AND NOTICES**

Any notice or other communication to the contractor shall be made in writing, delivered personally, or by United States mail, postage prepaid, to the address listed in the contractor's bid.

## **15. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the Library, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **16. NON-DISCRIMINATION IN EMPLOYMENT**

In accordance with K.S.A. 44-1030, the contractor agrees that:

- a. The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

- b. In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
- c. If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Library;
- d. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the Library; and
- e. The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- f. The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the Library.

## **17. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **18. GOVERNING LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

## **19. HOLD HARMLESS**

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

## **20. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

## **21. RIGHT TO EXAMINE AND AUDIT RECORDS**

The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

## **22. HIPAA COMPLIANCE**

The contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services ("DHHS") as found in 45 C.F.R. Parts 160 through 164 (the "HIPAA or DHHS regulations"), and the Health Information Technology for Economic and Clinical Health Act, Public

Law 11-005 (the "HITECH Act"), as such laws and regulations may be amended from time to time, and enter into a Business Associate Contract with the County, as may be required, so as to provide necessary reasonable assurances to the County that the contractor as an Business Associate will comply with the portions of those laws and regulations made applicable to business associates by HIPAA and the HITECH Act."

Draft pending legal review



**SPECIAL CONDITIONS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**  
**JOHNSON COUNTY, KANSAS**

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

- A. Professional Liability:  
Including Advertising and Copyright Infringement Liability  
\$1,000,000 per claim and \$5,000,000 annual aggregate
  
- B. Commercial General Liability:  
\$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence and \$2,000,000 annual aggregate  
Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability; Independent Contractor's Protection; and Broad Form Property Damage coverage.
  
- C. Workers' Compensation and Employer's Liability:
  - 1. Statutory, including an all or other states endorsement covering jurisdictions in which Contractor has operations or employees performing work.
  - 2. Employer's Liability (E.L. and Disease): \$100,000 Ea. Accident; \$100,000 Ea. Employee; \$300,000 Policy Limits.
  
- D. Commercial Automobile Liability:  
\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

The Board of Directors of the Johnson County Library, the Board of County Commissioners, Johnson County, KS, its officers, Commissions, Agents and employees shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement does not create a partnership or joint venture between the BOCC and Contractor under this Contract, nor does it apply to the Professional Liability insurance.

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

Board of Directors of the Johnson County Library  
Johnson County, Kansas  
c/o Risk Manager, TFM  
111 South Cherry Street, Suite 2400  
Olathe, Kansas 66061-3486  
RFP No. 2014-082 shall be referenced on the Certificate of Insurance.

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

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

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

2. **TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS:** Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the required insurance and bonds. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next lowest acceptable proposal.
3. **SURCHARGES:** Surcharges (fuel or otherwise) are not allowed under any agreement as a result of this RFP. Any such surcharges are to be included in the contract pricing.
4. **MANNER OF PAYMENT:** The contractor or vendor agrees to accept payment from the County in the form of a procurement (credit) card and/or conventional check and/or electronically, at the County's option, without imposing any additional fees, costs or conditions with respect to the manner and/or receipt of such payment.
5. **LICENSES AND PERMITS:** The contractor shall be, without expense to the County, responsible for obtaining any necessary licenses and permits.
6. **CODES AND REGULATIONS:** All work within the scope of this request shall be completed by the successful bidder to all applicable current prevailing codes and regulations.
7. **ADDITIONAL SERVICES:** The County reserves the right to add additional services to this contract with the mutual consent of the contracting parties within the contract period.
8. **NEGOTIATIONS:** The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.
9. **TRAVEL EXPENSES:** The County will reimburse reasonable and necessary travel and related expenses to the successful contractor based on the following conditions: travel expenses for airline expenses for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. The applicable GSA per diem information can be located at <http://www.gsa.gov/portal>. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. All travel expenses are subject to the County's prior approval and must have receipts to verify expenses.
10. **PUBLICITY CLAUSE:** Respondent must obtain prior written approval from the County for use of information relating to the County or this Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
11. **OWNERSHIP:** Any work product or deliverable report or data provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate.
12. **OBJECTIONS:** Any objections or concerns to the RFP language, terms and conditions, scope or other elements of the RFP must be included with your response. Failure to note such concerns will indicate your acceptance of same.
13. **SUSTAINABLE EFFORTS:** The County desires to procure goods and services that are sustainable and maximize value to the County at both a cost and environmental level. Please describe your firm's environmental stance and what steps your firm has taken to support the goal of environmental stewardship.
14. **SAM (System of Award Management):** Federal Grant shall be verified through SAM for supplier suspension or debarment LINK: <https://www.sam.gov/portal/public>
15. **ELECTRONIC VERSION:** The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Treasury and Financial Management, Purchasing Division, shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore respondents are cautioned that the hard copy of the bid/RFP on file in the Treasury and Financial Management, Purchasing Division governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.

## A. INTRODUCTION

Johnson County Library (JCL) seeks proposals from qualified firms specializing in materials handling logistics to study current processes and provide recommendations that would increase materials handling efficiencies and lower overall organizational costs.

### Johnson County Information

Located in the Kansas City metropolitan area, Johnson County is a full service local government providing daily services to approximately 567,000 residents through more than 40 offices, agencies, and departments. In addition to the traditional governmental operations of public health and safety, codes regulations, and tax collection, Johnson County operates a major intermodal transportation system, thirteen libraries, six multi-service centers, a park and recreation district, mental health and developmental support centers, a community corrections program, and a countywide wastewater system. Please refer to the Johnson County website for additional information at [www.jocogov.org](http://www.jocogov.org).

### Johnson County Library Information

Johnson County Library includes a Central Resource Library and 12 neighborhood libraries in Johnson County, Kansas. The Johnson County Library strives to create an environment for people to learn, explore, enjoy, create, and connect. The facilities and staff provide access to ideas, information, experiences and materials that support and enrich people's lives. In addition to circulating more than six million items annually, the thirteen library locations provide literary events, book discussions, children's programs, and educational programs for the community. Please refer to the Johnson County Library website for additional information at [www.jocolibrary.org](http://www.jocolibrary.org)

There is a wealth of good data related to the existing Library facilities and demographics of Johnson County, in the existing 2009 Library Facilities Master Plan, the 2009 Market Segmentation and Service Area Study (Tapestry), and other subsequent documents and reports (see section titled 'Attachments'). In the last 5-10 years there has been a marked shift in Library services due to an increasing and diversifying population, evolving technology and a changing publishing industry. In order to assess and determine how to best meet these changing needs from a Library services, facilities, fleet and materials handling standpoint, an update and expansion of the existing plan is needed.

Johnson County Library circulates approximately 6 million items per year to its patrons. It also constantly moves materials around within its locations to ensure patrons have access to a steady stream of "fresh" materials. In library vocabulary, this is known as a "floating collection" as items are constantly in motion from branch to branch and have no "owning" library. Library patrons also contribute to the movement of materials, as an item remains at whichever branch a patron chooses to return it. Staff movement of the collection is accomplished mainly via manual labor. Few processes are completely automated. The Library is interested in using an Integrated Library System, its RFID technology, and new processes to gain efficiencies in these areas.

## B. PROJECT PURPOSE and GOALS / PROJECT SCOPE

**The "Project Purpose and Goals" and "Project Scope" of the Materials Handling Feasibility Study will serve to inform the consultant in evaluation of current practice and development of recommendations for future materials handling.**

### Project Purpose and Goals

- To review and evaluate JCL's materials handling ecosystem with a critical eye on:
  - more efficient materials handling
  - delivery of content to patrons more quickly
  - challenging institutional assumptions
  - lower costs

### Project Scope:

1. Analysis of current materials handling practice through:

- a. In person meetings with stake-holding departments to determine current processes
  - b. Review and evaluate JCL-provided procedures and plans
    - i. Comprehensive Library Master Plan
    - ii. Circulation procedures
    - iii. Interviews and site visits to evaluate all locations in JCL's material floating environment
    - iv. Collection development policy
    - v. Inter-local MOU with Olathe Public Library
    - vi. MOU with Friends of the Johnson County Library
    - vii. County HR policies
    - viii. Other documents as appropriate
  - c. Observation and documentation of current workflow at all locations, including time studies
  - d. Observation and documentation of current acquisitions and technical services processes, including time studies
  - e. Provide benchmark evaluation of JCL materials handling practice against agencies of similar size and community demographics.
2. Analysis of workflow efficiency and patron delivery time related to:
- a. Staffing, including but not limited to:
    - i. Varying practice, training, management of clerks and pages
    - ii. FTE allocation in individual locations vs. centralized/pooled FTE
    - iii. Shelving completed by centralized traveling shelving teams or branch shelving?
    - iv. Current positions (hour allocations for each position) rethinking position duties and hours (shifts)
    - v. Current hierarchical structure of material handling departments
    - vi. Provide benchmark evaluation of JCL's organization, management structure, and staffing against agencies of similar size and community demographics and recommend improvements, if warranted.
  - b. Materials Handling:
    - i. Current wait or downtime for items before they are available for patron use
    - ii. Integrated Library System software workflow opportunities
    - iii. Removal of materials from patron records
      - 1. how many items processed per hour?
      - 2. Processing error rates
      - 3. Automated sorting vs. physical
    - iv. Item fulfillment processes (Hold and Send-Item lists)
    - v. Current courier routes, JCL facilities, courier parking, courier equipment and practice
    - vi. Receiving new items, including current practice for processing and linking those items
    - vii. Distribution of materials
    - viii. Audio / Visual checking processes (paired disks)
    - ix. Outreach, InterLibrary Loan, Special Collection delivery
    - x. Receiving holds and holds processing
  - c. Collection Management and Maintenance:
    - i. Current redistribution practices
    - ii. Current inventory process
    - iii. Current weeding processes, including items that are weeded to the Friends of JCL
    - iv. Maintenance on items (relabeling, buffing, etc.)

- v. Item mismatch process
  - vi. Systemwide shelf capacity management
  - vii. Storage of special collections
  - viii. Long tail “storage” collection of extra copies
  - d. Provide benchmark evaluation of JCL materials handling practice against agencies of similar size and community demographics.
3. Stakeholder / Public Input
    - a. Facilitate input from
      - i. JCL Board
      - ii. JCL Staff
      - iii. Olathe Public Library
      - iv. Friends of the Johnson County Library
  4. Implementation and Funding
    - a. Provide a phasing and implementation/funding timeline, including key decision points
  5. Presentations - Incremental
    - a. Four (4) updates to the JCL Board at their regularly scheduled meetings
  6. Presentations - Final Findings
    - a. Presentation to the JCL Board
    - b. A series of facilitated presentations with the Stakeholders

**Deliverables:**

Provide a written report and presentation package\* of the following:

1. A set of recommendations that would lower costs and increase efficiencies across library locations and departments
2. Analysis of current delivery time to patrons vs. delivery time under a range of scalable solutions.
  - a. Deliver analysis of efficiencies of current practice vs. efficiencies through proposed solutions.
3. Deliver analysis of project cost and projection of when JCL would reach budget neutrality.
4. Scaled recommendations including cost/benefit ratios in the areas of:
  - a. Staffing models
  - b. Materials handling models
  - c. Technical services processes
  - d. Collection management and maintenance models
5. Provide 50 printed/bound copies of the final report, as well as PDF and native files of the report and any appendices.

\*Presentation package will include a written executive summary and a PowerPoint presentation describing the methodology of the study and providing a general overview of the study's conclusions and recommendations.

**The successful firm shall, as part of the process to achieve the Project Scope:**

1. Provide a project plan identifying the proposed strategy for accomplishing the work and the key elements of the study with associated milestones
2. Provide a detailed list of assumptions
3. Provide draft and progress reports on a scheduled basis for each of the components of the work
4. Work collaboratively with the Core Project Team in all aspects of this process

**Johnson County Library shall provide to the successful firm:**

1. Johnson County Library organizational chart

2. Inventory of current staff and open positions for each department contained within
3. Inventory of County Buildings and all available CAD and hard line drawings as needed
4. Relevant statistical data – to remain confidential

**Selection Process**

The purpose of this selection process is to evaluate and select the team that will bring the combined skills, knowledge and experience needed for the Materials Handling Feasibility Study. It is the intent of the Johnson County Library to contract directly with a team that brings significant Logistical Planning expertise.

Minimum qualifications shall include:

1. A significant and distinguished completed Logistical Planning portfolio including comparable plans executed by the firm(s) when in a lead or prime role
2. Equally distinguished portfolios of those individuals proposed as key team members in their areas of expertise executed while employed by the submitting firm or while with another firm in a lead or prime role
3. A high degree of expertise in the detailed operational, functional, architectural and system-wide services programming of front- and back-of-house facilities executed by the firm(s) when in a lead or prime role
4. Significant experience in material sorting facility process analysis, needs assessment and future growth/change projection executed by the firm(s) when in a lead or prime role

**Selection Process Steps/Phases:**

1. Statements of qualifications / preliminary proposals will be requested from interested firms. The Selection Committee will establish a group of the most qualified firms to proceed into the interview phase for the project.
2. A finalist will be determined based upon final proposal information and interview. Negotiations will be undertaken with the top ranked firm and, upon successful completion, a contract for the Strategic Library Master Planning Services will be executed. Work will commence immediately.

During the selection process the County requires the following:

1. All correspondence, inquiries and questions are to be submitted in writing to Larry Allen, County Purchasing Agent, as indicated on the cover sheet of this Request for Proposals
2. No communication regarding the project with the selection committee or County / Library staff is permitted. Violation of this requirement may result in disqualification.

**Attachments or links**

1. [2014 Library Strategic Plan](#)
2. [2015 Comprehensive Library Master Plan](#)

**C. SCHEDULE:**

**Anticipated Schedule (all dates are 2016 unless noted otherwise):**

|        |   |
|--------|---|
| Dec 15 | Publish RFP   |
| Jan 25 | Sealed Proposals Due, 2 pm CST                      |
| Feb 15 | Preliminary rankings completed, finalists announced |
| Feb 29 | Finalist interviews                                 |



**NOTE: this interview date is NOT anticipated to change in order to allow for travel arrangements to be made in advance**

|              |   |
|--------------|---|
| March 4      | Top ranked finalist announced   |
| March 10     | Anticipated Johnson County Library (JCL) Board action                 |
| April 1      | Materials Handling Study kick-off process/planning meeting            |
| Sept 8, 2016 | Presentation of Materials Handling Study Recommendations to JCL Board |

**D. EVALUATION PROCESS:**

The proposals will be evaluated by an Evaluation Committee usually composed of County personnel and/or other governmental agencies. Members of the Evaluation Committee will independently review and rate each proposal based on the listed criteria

The County's RFP process is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the following.

- Firm experience performing similar work
- Key staff or firm personnel experience
- Responsiveness to the RFP
- Applicable resources
- Project understanding/approach

(see attached Ranking sheets)

The Evaluation Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation Committee member will provide a numerical score. Following the tabulation of numerical scores, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview/cost proposal phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Purchasing Administrator and the Evaluation Committee. In the case where interviews are waived, a Purchasing Administrator will request cost proposals from top ranked respondents. Cost points will be calculated and then added to the original proposal points. Using these new totals a Purchasing Administrator will rank vendors by assigning one point for first choice, two points for second and so on. The rankings of all members will be added together and the firm receiving the lowest choice point total after the inclusion of cost points will be selected to begin negotiations with the County.

Finalist firms shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation Committee or Department Representative prior to opening of proposals. Fee proposals will be weighted from 10 to 30 points (10% to 30% of the total) as deemed appropriate for the project.

The Evaluation Committee will determine the weight of the fee/cost proposal in advance of proposal opening. Fee/cost proposals shall not be opened until all of the technical/qualification evaluations are completed. A Purchasing Administrator will open the fee/cost proposals after all evaluations are turned in by each Evaluation Committee member. A Purchasing Administrator will then compute the cost proposal points for each finalist firm and enter those points on each firm's respective interview score sheet. Fee/cost proposal points shall be determined by awarding maximum points to the lowest fee/cost proposal. Fee/cost points for firms other than the lowest will be determined by dividing the lowest proposed cost by other cost proposals being scored, and then multiplying this result times the maximum cost points. The resultant points will then be added to the appropriate firms' total.

Following the interviews and addition of fee/cost proposal points to each Evaluation Committee member's score sheet, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie,

interview scores without cost proposal points added will be ranked in the same manner as above and the firm with the lowest overall ranking without cost will be selected. If after these rankings are calculated there is still a tie, the firm with the lowest fee/cost proposal will be selected. If there is still a tie, the selected firm will be decided by drawing lots.

Following the interviews the Evaluation Committee will select and/or recommend to the Board of County Commissioners one (1) or more firm(s) to provide the County the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated.

The Evaluation Committee members will be asked to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never act upon any manner in which they, their family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family or business interests in any matter related to governmental actions or duties.

**E. INSTRUCTIONS FOR RESPONDING TO THIS RFP**

The attached proposal forms are to be completed as instructed, **one (1) original hard copy clearly marked as such, and one (1) electronic copy on digital media such as a CD or Flash device** returned in response to the RFP. Responses shall be bound, and no larger than standard letter size paper. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS. Please limit the number of files used in returning the information. The County's preference is to have the information in one file if possible. If more are needed that is acceptable but segregating each form into a new file is not preferred.

Draft pending legal review



**SAMPLE  
PROPOSAL RANKING SHEET**

**SCORING GUIDELINES**

|                           | <b><u>35 Point<br/>Question</u></b> | <b><u>25 Point<br/>Question</u></b> | <b><u>20 Point<br/>Question</u></b> | <b><u>10 Point<br/>Question</u></b> |
|---------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>Outstanding</b>        | 29-35                               | 21-25                               | 17-20                               | 9-10                                |
| <b>Exceeds Acceptable</b> | 22-28                               | 16-20                               | 13-16                               | 7-8                                 |
| <b>Acceptable</b>         | 15-21                               | 11-15                               | 9-12                                | 5-6                                 |
| <b>Marginal</b>           | 0-14                                | 0-10                                | 0-8                                 | 0-4                                 |

**Maximum Points**

- |    |   |    |
|----|---|----|
| 1. | <b>Quality of Similar Work:</b><br>Consider previous experience and references listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP?  | 20 |
| 2. | <b>Firm Personnel:</b><br>Consider comparable experience and background of the <u>specific</u> personnel that shall be assigned to the County's project(s) as outlined in the proposal. Also consider the <u>specific</u> involvement of those persons in projects noted in the proposal. | 25 |
| 3. | <b>Overall Responsiveness to the RFP.</b><br>Consider whether all requested information was furnished by the firm in the format required by RFP.  | 10 |
| 4. | <b>Applicable Resources:</b><br>Evaluate the extent of applicable resources available to the firm to complete the County's project(s) as listed in the proposal.  | 10 |
| 5. | <b>Project Approach:</b><br>Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal.   | 35 |

The Evaluation Committee member above agrees to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never allow his judgment to be compromised by any personal, family or business interest not a part of his government service and never act upon any matter in which he, his family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to governmental actions or duties.

**SAMPLE**  
**INTERVIEW RANKING SHEET**

**SCORING GUIDELINES**

|                           | <b>35 Point<br/><u>Question</u></b> | <b>25 Point<br/><u>Question</u></b> | <b>20 Point<br/><u>Question</u></b> | <b>10 Point<br/><u>Question</u></b> |
|---------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>Outstanding</b>        | 29-35                               | 21-25                               | 17-20                               | 9-10                                |
| <b>Exceeds Acceptable</b> | 22-28                               | 16-20                               | 13-16                               | 7-8                                 |
| <b>Acceptable</b>         | 15-21                               | 11-15                               | 9-12                                | 5-6                                 |
| <b>Marginal</b>           | 0-14                                | 0-10                                | 0-8                                 | 0-4                                 |

**Maximum Points**

1. **Project Approach:** 35  
Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible? Has the firm demonstrated that they have a good understanding of the proposed type of project(s)?
2. **Key Staff Members:** 25  
Based on the proposal/interview consider the involvement and experience of key personnel that will be assigned to the proposed project(s). Evaluate their response to questions, knowledge demonstrated and involvement in discussion.
3. **Firm Experience:** 20  
Based on the proposal/interview evaluate the firm's experience with similar projects.
4. **Staff Utilization:** 10  
Based upon the proposal/interview and any contact with previous clients of firm determine capability and demonstrated ability to meet schedules and deadlines.

.....  
PROCUREMENT DIVISION USAGE ONLY

**Maximum Points**

**Cost Proposal** 10

The Evaluation Committee member above agrees to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never allow his judgment to be compromised by any personal, family or business interest not a part of his government service and never act upon any matter in which he, his family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to governmental actions or duties.

## **INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS**

**The following numbered instructions below correspond to the numbers of the questions in the proposal forms.**

1. FORM 1: Show name and address of the individual or firm (or joint venture), which is submitting this form for the project.
  - a. List the name, title, and telephone number of that principal who will service as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
  - b. Give the address of the specific office, which will have responsibility for performing the announced work.
2. Please list the number of people, by discipline, which your firm/joint venture will commit to the County's project.
3. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e. technical disciplines, administration, planning, financial, environmental, etc.).
  - a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.
4. FORM 2: If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than ten outside consultants or associates are anticipated, attach an additional sheet containing requested information.
5. FORM 3: Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to all those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization. If any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring the project, (f) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities, which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. please limit synopsis of experience to directly relevant information.
6. FORM 4: List up to five (5) projects (one (1) per Form 4 sheet), for each architectural / programming / planning firm making up the proposed team, which demonstrate the firm or joint venture's competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) completion data (actual when available, otherwise estimated), (c) name and address of the owner of that project, (d) total construction cost of completed project (or where no construction was involved, the approximate cost of respondent firm's work) and that percentage of the project for which the named firm was/is responsible), (e) name and phone number of individual to contact for reference, preferably the project owner's project manager (the name of the individual indicated and their information must be current), (f) a narrative description of the example project including quantifiable data wherever possible, e.g. square footage, site acreage, etc. (photographs and other relative supporting data may be attached to this form in support of this question), (g) brief description of type and extent of services provided for each project, (h) firm or joint venture's personnel who worked on the example project that will be assigned to the County's project (include each individual's role on the example project).
7. FORM 5: Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.
8. Completed forms should be signed by the Chief Executive Officer of the firm or joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect/engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. **ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.**

**All forms (1-5) are provided as templates that may be used or not as you prefer. The intent is to provide your firm an understanding of the information requested by the County to appropriately evaluate your proposal. Should you choose to modify or change the forms, that is acceptable but if you fail to provide the information requested that may impact your evaluation scores.**

**The only form that may not be modified is Form 6 that will be provided to the finalists.(Pricing)**

**TABLE OF CONTENTS**

The following table set forth the specific items to be addressed in your proposal. Respondents must return this or a similar page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

|   | <b>Response<br/>Page Number</b> |
|---|---------------------------------|
| <b>COVER SHEET OF THE RFP</b>   |                                 |
| <b>A. LETTER OF TRANSMITTAL: Submit on firm’s letterhead; limit to two (2) single-sided pages.</b> <ol style="list-style-type: none"> <li>1. Include additional relevant information not requested elsewhere in the RFP.</li> <li>2. The signature of the letter shall be that of a person authorized to represent and bind the firm</li> </ol>                               |                                 |
| <b>B. TABLE OF CONTENTS: Submit this pate and include the appropriate page numbers.</b>   | <b>Page 1</b>                   |
| <b>C. FIRM PROFILE: Form 1 provided.</b>  | <b>Page 2</b>                   |
| <b>D. LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES WHO WILL BE USED FOR THE COUNTY’S PROJECT: Form 2 provided</b>   | <b>Page 3</b>                   |
| <b>E. RESUMES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).</b>   | <b>Pages to</b>                 |
| <b>F. ILLUSTRATIVE WORK: Form 4 provided (This form may be reproduced and attached in sequence if more space is required)</b>   | <b>Pages to</b>                 |
| <b>G. PROJECT UNDERSTANDING AND APPROACH: Limit to four (4) single-sided pages.</b> <ol style="list-style-type: none"> <li>1. Concisely state the firm’s understanding of the services required by the County.</li> <li>2. Provide a summary of the firm’s proposed project approach, including any unique or challenging aspects of the approach, if appropriate.</li> </ol> | <b>Pages to</b>                 |
| <b>H. ADDITIONAL INFORMATION OR RESOURCES: Form 5 provided (This form must be signed and dated).</b>  | <b>Page</b>                     |
| <b>I. CO-OPERATIVE PURCHASING FORM</b>  | <b>Page</b>                     |

**FEE STRUCTURES (FORM 6 TO BE PROVIDED ONLY TO THOSE FIRMS SELECTED AS FINALISTS)**

FORM 1

|   |   |
|---|---|
| 1. Firm (or joint venture) Name & Address   | 1c. Licensed to do business in the State of Kansas<br>_____ yes      no _____ |
|   | 1d. Name, Title & Telephone Number of Principal to Contact                    |
| 1a. Firm is ___ National ___ Regional ___ Local   | 1e. Address of office to perform work, if different from item 1               |
| 1b. Year Firm Established   |   |
| 2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.   |   |
| 3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: |   |
| 3a. Has this joint venture previously worked together? _____ yes      _____ no  |   |

PROPOSAL PAGE

FORM 2

4. If respondent is not a joint venture, list outside key consultants/associates who shall be used for the County's project.

| Name & Address | Specialty | Worked with prime before (Yes or No) |
|----------------|-----------|--------------------------------------|
| 1)             |           |                                      |
| 2)             |           |                                      |
| 3)             |           |                                      |
| 4)             |           |                                      |
| 5)             |           |                                      |
| 6)             |           |                                      |
| 7)             |           |                                      |
| 8)             |           |                                      |
| 9)             |           |                                      |
| 10)            |           |                                      |

PROPOSAL PAGE

FORM 3 – RESUMES

|   |  |
|---|--|
| 5. Brief resume of key persons, specialists and individual consultants who shall be assigned to the county's project. |  |
| a. Name and Title:  | a. Name and Title:   |
| b. Project Assignment:  | b. Project Assignment:   |
| c. Name of firm with which associated:  | c. Name of firm with which associated:                                   |
| d. Years experience:<br>With the firm _____ With other firms  | d. Years experience:<br>With the firm _____ With other firms             |
| e. Education: Degree(s)/Year/School/Specialization  | e. Education: Degree(s)/Year/School/Specialization                       |
| f. Active Registration: Year First Registered/Discipline  | f. Active Registration: Year First Registered/Discipline                 |
| g. Other Experience and Qualifications relevant to the proposed project:  | g. Other Experience and Qualifications relevant to the proposed project: |

PROPOSAL PAGE

FORM 4 – REFERENCES

Work by firm or joint venture members which best illustrates current qualifications relevant to the County’s project that has been/is being accomplished by personnel who shall be assigned to the County’s project. List no more than ten (10) projects.

|  |   |  |
|--|---|--|
| 6a. <u>Project Name &amp; Location</u>   |   | 6c. <u>Project owners Name &amp; Address</u>                             |
| 6b. <u>Completion Date (Actual or Estimated)</u>   |   |  |
| 6d. <u>Estimated Cost (In Thousands)</u>   |   | 6e. <u>Project Owner’s Contact Person, Title, &amp; Telephone Number</u> |
| Entire Project<br>\$   | Work for Which Firm Was/Is Responsible<br>% | Email _____  |
| 6f. <u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)                                    |   |  |
| 6g. <u>Nature of Firms Responsibility in Project</u> (Please give quantitative indications wherever possible)                  |   |  |
| 6h. <u>Firm’s Personnel (Name/Project Role) Who Worked on the Stated Project and Shall be Assigned to the County’s Project</u> |   |  |

Draft Pending legal review



7. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the County's project.

8. The foregoing is a statement of facts.

Date:

Signature \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

PROPOSAL PAGE

Draft pending legal review

**COOPERATIVE PROCUREMENT:**

This section is optional, it will not affect award.

**COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

- 1) If Johnson County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES \_\_\_\_\_ NO \_\_\_\_\_

INITIALS: \_\_\_\_\_

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the RFP or contract unless they are specifically named in the Request For Proposal.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Purchasing Administrator, Johnson County, Kansas.
- 6) Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

Draft pending legal review

**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING  
Thursday, November 12, 2015  
Oak Park Neighborhood Library  
4:00 p.m.**

**Board:** Nancy Hupp, John Nelson, JR Riley, Pam Robinson, Neil Shortlidge, Mitra Templin  
Via conference line: Amy Ruo

**BOARD COUNSEL:** Fred Logan

**BOCC LIASON:** Commissioner Osterhaus

**FRIENDS OF THE LIBRARY:** Kathy McGinley

**STAFF:** Josh Bruegger, Sean Casserley, Vasu Chakravarthy, Morgan Daigneault, Paul Dresvyannikov, Axel Fust, Mike Heffernan, Alyson Keeney, Christopher Leitch, Jennifer Mahnken, Susan Mong, Nicki Neufeld, Kelley Sagduyu, Michaela Scruggs, Scott Sime, Kari Sime, Tricia Suellentrop, Julie Timmins, Adam Wathen, Ken Werne, Kristin Whitehair, Rachel Wilson, Ron Zluticky

**GUESTS:** Janice Phillips

Mr. Shortlidge called the meeting to order at 4:00 p.m.

**CITIZEN COMMENTS**

There were none.

**BOARD OF DIRECTORS COMMENTS**

Mr. Riley wished everyone a happy holiday season.

Ms. Robinson acknowledged the Johnson County Library web content department for the spirited tweets that were sent out during the World Series. Web developer Amy Field was responsible for finding and posting the gifs. Ms. Robinson shared that it was fun to follow and that Ms. Field did an awesome job.

In honor of Veteran's Day, Ms. Robinson expressed her appreciation to Mr. Riley and all members of the armed forces for their service.

Ms. Hupp also thanked veterans for their service. Ms. Hupp recognized Foundation Director, Susan Mong, for putting together an outstanding Pinnacle event.

Ms. Ruo commented that she also enjoyed the Pinnacle awards.

Mr. Shortlidge agreed that Pinnacle gets better every year.

**FRIENDS OF THE LIBRARY**

Kathy McGinley reported for the Friends. The last meeting of the year was held on Tuesday and the 2016 budget was approved. New officers were elected. Rebecca Phillips was elected as the incoming president, Dorothy Hughes will be vice president, Kate Kaltenbach will be treasurer and Lindsey Mohn will be secretary.

Ms. McGinley recently visited the new bookstore at Central and is excited about the opening. A new part time staff person will be hired to work in the store and work duties will be redistributed.

Ms. McGinley reported that the Friends are close to meeting their 2015 budget. Internet sales continue to be strong.

Friends staff have been working on negotiating with eBay and Amazon on listing prices. This is work that will serve the Friends well in the future.

The Friends recently joined two book sales that were held at local schools. Ms. McGinley reported that both were excellent events and that the Friends look forward to taking their work to the community in the future.

### **Fun Facts:**

The Friends recently sold *The Standard Edition of the Complete Psychological Works of Sigmund Freud* for \$500.00

### **FOUNDATION**

Foundation Director, Susan Mong, thanked everyone for their participation and support at this year's Pinnacle awards. The event raised \$57,300.00. There were 35 sponsors and 11 elected officials attended the event.

The Foundation is busy finalizing the year end appeal. It will be sent before Thanksgiving.

Two grants have been awarded to the Foundation. PNC Midland Loan has given \$4600.00 in support of the 6 by 6 program. The Overland Park South Rotary has given \$1500.00.

The Foundation is in year-end planning to finalize the 2016 budget and slate of officers.

Ms. Mong announced that the Foundation is preparing for the "Stay at Home and Read a Book Ball" which will be held all day on Sunday, March 6<sup>th</sup>. Author, Gillian Flynn, will be serving as the honorary event chair. Bernstein-Rein are working with the Foundation in the role of creative partner for the event.

Ms. Mong recognized Erwin Abrams from the Foundation Board who is attending today.

### **BOARD COUNSEL**

No report at this time.

### **COUNTY LIBRARIANS REPORT**

#### **Budget**

Ms. Neufeld reported that as of the end of September we are at 86% of revenue. We are at 75% through the year and are at 68% spent through the operating budget. We are where she would expect at this time of year.

Mr. Casserley noted that both revenue and expenditures are stable. There are no anticipated large expenditures coming up.

## **BOARD RETREAT**

Mr. Casserley introduced the topic of the 2016 Board retreat. Last year the Board retreat was held in June. Mr. Casserley recommended setting the 2016 date for the week of June 13<sup>th</sup>.

Ms. Templin suggested that the Board retreat be held in August or even later in the year so that new Board members have an opportunity to become familiar with the library system and the Board.

Ms. Ruo and Ms. Robinson agreed with the suggestion that a later date would work better for new board members.

Ms. Hupp asked how the timing of the retreat might affect planning for the next year.

Mr. Casserley responded that planning is determined by the agenda. He would recommend that the retreat fall in June, July or August. Traditionally, Mr. Casserley has taken a look at the previous retreats and has made a recommendation for an agenda.

Ms. Templin stated that also in the past the topic and theme of the retreat has been determined by the Board chair.

Mr. Casserley recommended that the retreat be held the first week of August. The Board agreed to tentatively schedule the retreat for Tuesday, August 2<sup>nd</sup>.

## **TIMETABLE FOR OPERATIONS CENTER FEASIBILITY PROJECT**

Mr. Casserley thanked Christopher Leitch, Scott Sime, Janice Phillips and Danni Livingston for working on the comprehensive library master plan (CLMP) implementation timelines.

He walked through the tentative timetable for the operations center feasibility project.

- 11/2 – 12/6 – JCL Team develops logistical professional services RFP
- 12/6 – 01/10 – JCL Team – Phone Interviews of select logistical services firm
- 1/11-1/17 – JCL Team and Legal Counsel Review RFP and recommend award
- 1/14 – JCL approve logistical professional services contract
- 1/18-1/24 – execute contract for professional services
- 1/25-4/3 – Meet with JCL staff: needs assessment and tour of libraries
- 4/4 – 6/6 – Prepare analysis and recommendation
- 6/9 – Present logistical report and recommendation to JCL Board

Ms. Robinson clarified that this timeline is outlining the committee work for the feasibility project.

Mr. Casserley noted that the Monticello, Lenexa and Blue Valley projects are capital projects. The operations study is a planning project.

Mr. Casserley walked the Board through the timeline of the Monticello project and showed how it compares and overlaps with the timeline of the Lenexa project.

In December Mr. Casserley will show the Board the timelines for the Blue Valley project. He will walk the Board through the timeline for the Corinth project in January.

Mr. Casserley stated that the projects are being staggered due to capacity considerations for library staff and the County Facility department.

The timeline document will be posted to the Board portal.

Ms. Hupp asked about the staffing of the County Facility department. Ms. Livingston stated that the department is not fully staffed at this time, they are at 80%.

## **CENTRAL BUILDING UPGRADE REPORT**

Project Coordinator Scott Sime reported the good news that the central building upgrade project is both on time and budget. Over the past month phase II of the project was completed and we have moved into phase III. Signage has been installed and staff is continuing to re-set furniture and complete collection maintenance. Holds are again being filled out of Central.

Mr. Sime showed pictures of the computer area, Friends bookstore, relocated Carmack meeting room and highlighted the new signage.

He reported that there is also working being done on the back of the circulation area. The new MakerSpace is being worked on; the floors are being sandblasted and the walls smoothed.

Next Steps:

- Finishing in the circulation area
- The sorter will be moved to its new location
- Finishing of the new MakerSpace
- Continuing collection maintenance
- Planning for the grand reopening

Mr. Casserley requested an update on the A/V.

Mr. Sime responded that we had hoped to include A/V as part of the project, but it did not fit into the budget. We are looking at installing the A/V in the conference, study and meeting rooms during the summer.

In the conference rooms we are planning to have a screen on the wall that patrons will be able to connect a laptop to for collaborative work.

Mr. Sime explained that the conduit is in place now and when we contract with the A/V firm we will have everything in place to complete the wire running. In addition, we will be using a new technology that provides more flexibility for running power. In the past the floors have had to be trenched using jackhammers. We will be using a new technology that is able to sit under the carpet on top of the slab. A benefit of this method is the ability to move it with minimal intrusion if it is needed.

Mr. Sime shared that we will also have new computers in place and the team is looking into the possibility of adjustable height stations and some dual monitors.

Ms. Hupp asked if a reopening is being planned.

The planning is going well. They are working on technical issues before a reopening date is announced.

## **E-book partnership with the schools**

Collection Development Manager, Adam Wathen, spoke to the Library Board about the ebook partnership with the schools.

The partnership is moving along. Currently we obtain our ebook collection through our vendor Baker and Taylor. Ebooks can be accessed in Axis 360 on a magic wall.

Baker and Taylor contracted with different school systems, including Shawnee Mission, Blue Valley, Spring Hill, De Soto and St. Thomas Aquinas to provide a version of the magic wall where they can buy ebooks for students in the classrooms. Through this magic wall students will also be able to link to appropriate copies of books from the collection of Johnson County Library.

The school districts have launched 1:1 technology initiatives where each student utilizes a tablet or laptop. It is important for the schools to have ebooks available as content.

Blue Valley High school went live with their magic wall in September. They are training their teachers on how to use the technology. They are also currently working to scope the Library's collection and make sure that the content is appropriate for students. They are being very cautious about making sure the scoping is appropriate and they are being good gate-keepers for their students.

Shawnee Mission went live last week in the high school and middle schools. They are working on bringing up their sites and teacher training.

In November, De Soto and Spring Hill will be going live as well.

Over the next year the students will be accessing the content and will be able to check out Johnson County Library ebooks from their school classrooms.

Mr. Wathen shared that this is a rare agreement and that we are the only library system in the country doing this. It is uncommon for publishers to allow ebooks to cross from the public library world into the school library world. There are often different legal boundaries.

We are able to do this because we are a county system and all of the students in these school systems are our patrons. It is therefore appropriate for us to deliver this content to them.

Ms. Templin asked if the students will need to have a library card to access our system.

Mr. Wathen responded that they will not need a library card. Students will use their student IDs and will be checking out our content from the school platform. JCL's content is supplementing what the schools are buying for their students.

Ms. Templin asked if there is any way for patrons to know that this is a partnership with the Johnson County Library.

Mr. Wathen answered that some co-branding has been done and there have been discussions about getting materials about library cards to students.

Ms. Robinson suggested promoting this initiative through the Blue Valley school district communication department.

Ms. Templin appreciates that this is a seamless process, but also would like students to know that this service is brought to them in part by the Johnson County Library. She asked if it is possible to increase branding.

Mr. Wathen stated that there are branding opportunities on the magic wall and that he will look into what can be done.

Ms. Hupp asked about the limited usage rights purchase model publishers often place on e-materials. Mr. Wathen answered that there are several models of purchasing, that it depends upon the publisher and that they drive it 100%. Some ebooks may have to be repurchased due to the limited usage rights model. We consider these books for our patrons and we are happy to purchase them to be used.

Mr. Wathen noted that the schools will be purchasing their own core set of content and the Library's material will be supplementary to their core materials.

Ms. Robinson clarified that the students bring their own devices to school for the 1:1 initiative. The district does not purchase the devices for the students.

Mr. Wathen spoke about how this partnership was developed. Several years ago Mr. Wathen spoke with Baker and Taylor vendors at a conference asking why the public library/school district boundaries exist and suggested partnering with schools. Last year Johnson County Library hosted a meeting with representatives of the school districts and Baker and Taylor to launch discussions. This project has taken two years of relationship building and strategic planning.

Mr. Casserley thanked Mr. Wathen for his work stating that this initiative fits within the education, community building and convenience portfolios of the strategic plan. It is also a wise use of tax payer dollars.

### **ALA/PLA Dates**

Mr. Casserley shared the ALA and PLA conference dates.

The Public Library Association meets every 2 years. This year the PLA conference will be held in Denver, Colorado from April 5 to April 9.

The American Library Association conference meets annually. This year the ALA conference will be held in Orlando, Florida from June 23 to June 28.

Mr. Casserley stated that the Library traditionally sends two library Board members and asked the Board if there was any interest in attending either conference.

Ms. Robinson expressed interest in the ALA conference. Ms. Hupp expressed interest in attending PLA. Ms. Ruo also expressed interest in attending PLA.

Mr. Riley expressed his interest in both conferences; his preference would be PLA in Denver.

Ms. Robinson asked if staff will be attending. Mr. Casserley stated that yes; staff typically attends both conferences as do representatives from the Foundation. This year Ms. Mong will be attending ALA in Orlando.



## **CONSENT AGENDA**

**MOTION:** Mitra Templin moved to approve the consent agenda

**SECONDED:** Nancy Hupp

**MOTION CARRIED UNANIMOUSLY**

## **OLD BUSINESS**

### **Committee Assignments**

Mr. Shortlidge noted that although the agenda is listed as committee assignments, the topic is Board liaisons for the CLMP projects.

The Board liaisons for the Monticello project will be Amy Ruo and Mitra Templin.

The Board liaisons for the Operations feasibility project will be Nancy Hupp and John Nelson. Pam Robinson has offered to serve as an alternate liaison on this project.

The Board liaisons for the Lenexa City Center project will be JR Riley and Neil Shortlidge.

Mr. Casserley commented that we will need to work with the Board to determine the optimal level of commitment. Meetings could be weekly, every two weeks or once a month depending on what works best.

Mr. Casserley would recommend a meeting with the liaisons once a month to keep updated with the project. He stated that this is an outstanding Board and expectations for involvement and capacity to be involved must be aligned.

He encouraged the Board to take an approach of high-level involvement and not get too immersed with the details of the projects.

Ms. Templin commented that this is a policy making Board.

Mr. Casserley thinks the Board will be very involved in the projects at the high-level programming stages.

Mr. Casserley recommended monthly meetings for the project liaisons. Mr. Nelson and Ms. Templin agreed to this frequency.

Ms. Hupp suggested that the monthly meetings be scheduled well in advance.

Mr. Shortlidge suggested that because the Monticello project will be kicking off that the project manager and liaisons begin planning.

## **NEW BUSINESS**

### **Consideration of Closing Central for Ribbon Cutting/Grand Re-opening**

Mr. Sime introduced the discussion that Library staff will need to set-up Central for the grand re-opening. While much of this can be finished in the current 'Little Central' scenario, we will need time to remove visual barriers, conduct staff re-orientation training and place furniture in final locations that are currently inaccessible due to the visual barrier.

The CBU project team and Library staff feel that closing the Central Library for two days in advance of the re-opening is adequate time. Library staff is currently finalizing the grand re-opening date, which will be in January. The date will be given to the Board as soon as it is confirmed.

Commissioner Osterhaus notified Mr. Sime that the National Association of Counties (NACo) meeting will be at the end of January and many of the Commissioners are planning to attend. He asked that the NACo date be taken into consideration as the Commissioners would like to attend the re-opening.

Mr. Casserley informed the Board that a re-opening date will be given at the December Library Board meeting.

**MOTION:** Nancy Hupp moved that the Board of Directors approve the closing of the Central Library for a period of two days in January 2016 for preparation of the grand Re-Opening.  
**SECONDED:** Mitra Templin

**MOTION CARRIED UNANIMOUSLY**

## **EXECUTIVE SESSION**

**MOTION:** Pam Robinson moved that the Board recess into executive session under the attorney/client privilege and preliminary discussions relating to the acquisition of real estate exceptions to the Open Meetings Act in order to discuss a Memorandum of Understanding with the City of Lenexa for the acquisition of the Lenexa City Center site, an agreement with the City of Olathe concerning the Olathe Public Library, and the D-Tech Lend-It machine at the Mill Creek facility, with the open meeting to resume in this room at 5:48.

**SECONDED:** Nancy Hupp  
**MOTION CARRIED UNANIMOUSLY**

The Library Board returned to open session at 5:48 p.m.

**MOTION:** Mitra Templin moved that the Board authorize Board counsel to negotiate a MOU with the City of Lenexa for the Lenexa City Center site and to bring the MOU back to the Board for review and consideration.

**SECONDED:** Nancy Hupp  
**MOTION CARRIED UNANIMOUSLY**

**MOTION:** Pam Robinson moved that the Board direct the County Librarian to work with the County Managers Office on a revised contract for Management services

**SECONDED:** Mitra Templin  
**MOTION CARRIED UNANIMOUSLY**

**MOTION:** Nancy Hupp moved that the Board recess into executive session for an additional 10 minutes under attorney/client privilege exception to the Open Meetings Act to discuss the D-Tech Lend-It Machine, with the open meeting to resume in this room at 6:05

**SECONDED:** John Nelson  
**MOTION CARRIED UNANIMOUSLY**

The Library Board returned to open session at 6:05 p.m.

**ADJOURNMENT**

**MOTION:** Nancy Hupp moved to adjourn the meeting

**SECONDED:** John Nelson  
**MOTION CARRIED UNANIMOUSLY**

Meeting adjourned at 6:06 p.m.

DATE \_\_\_\_\_

SECRETARY \_\_\_\_\_  
Pam Robinson

CHAIRMAN \_\_\_\_\_  
Neil Shortlidge

SIGNED \_\_\_\_\_  
Sean Casserley

**JOHNSON COUNTY LIBRARY**

**SUMMARY OF NEW AND/OR  
RENEWED CONTRACTS  
Oct-15**

| <b>VENDOR</b>      | <b>DESCRIPTION</b>                                       | <b>AMOUNT</b>       |
|--------------------|--|---------------------|
| Image Flooring     | Demo & carpet installation                               | \$58,515.00         |
| The New York Times | License agreement  | \$3,981.91          |
| Avant Acoustics    | Acoustical consulting and design services<br>for Central | \$24,500            |
| Infogroup          | Reference USA online products                            | \$30,000.00         |
|                    | <b>Total</b>   | <b>\$116,996.91</b> |

**SIGNED:**

\_\_\_\_\_  
**Finance Director**

# JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2015  
83% of Year Lapsed

| REVENUE ALL FUNDS                    | 2015<br>Year to Date | 2015<br>Budget      | % Budget<br>Year to Date | % Budget<br>YTD Prior Year |
|--------------------------------------|----------------------|---------------------|--------------------------|----------------------------|
| Ad Valorem                           | 20,732,388           | 20,790,357          | 100%                     | 100%                       |
| Ad Valorem Delinquent                | 203,506              | 214,495             | 95%                      | 65%                        |
| Motor Vehicle                        | 2,274,071            | 2,236,495           | 102%                     | 99%                        |
| Library Generated - Copying/Printing | 76,774               | 93,530              | 82%                      | 93%                        |
| Library Generated - Overdues / Fees  | 584,530              | 739,500             | 79%                      | 84%                        |
| Sale of Library Books                | 50,021               | 50,000              | 100%                     | 100%                       |
| Misc Other                           | 17,285               | 48,551              | 36%                      | 57%                        |
| Library Generated - Other Charges    | 74,660               | 322,050             | 23%                      | 130%                       |
| Investment                           | 50,476               | 86,374              | 58%                      | 86%                        |
| Unencumbered Balance Forward         | 446,865              | 446,865             | 100%                     | 0%                         |
| Recreational Vehicle Tax             | 7,355                | 6,958               | 106%                     | 108%                       |
| Commercial Vehicle Tax               | 44,314               | 0                   |                          | 0%                         |
| Heavy Trucks Tax                     | 3,010                | 1,464               | 206%                     | 89%                        |
| Rental Excise Tax                    | 27,454               | 26,716              | 103%                     | 97%                        |
| State and Federal Grants             | 147,152              | 206,788             | 71%                      | 71%                        |
| <b>TOTAL REVENUE</b>                 | <b>\$24,739,861</b>  | <b>\$25,270,143</b> | <b>98%</b>               | <b>97%</b>                 |

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category  
October 2015  
83% Year Lapsed**

**OPERATING FUND**

| <b>Programs</b>              | <b>2015<br/>Year to Date</b> | <b>2015<br/>Budget</b> | <b>% Program<br/>Expended</b> |
|------------------------------|------------------------------|------------------------|-------------------------------|
| Administrative Services      | 3,229,253                    | 4,603,940              | 70%                           |
| Information Technology       | 1,701,210                    | 2,189,844              | 78%                           |
| Collection Development       | 2,694,768                    | 3,412,889              | 79%                           |
| Branch/Systemwide Services   | 9,604,451                    | 12,037,668             | 80%                           |
| Risk Management Charges      | 59,945                       | 79,926                 | 75%                           |
| Library Tax Increment        |                              | 124,178                | 0%                            |
| Grants *                     | 150,486                      | 233,066                | 65%                           |
| Transfer to Capital Projects | 436,865                      | 436,865                | 100%                          |
| Interfund Transfers          |                              |                        |                               |

|  |                     |                     |            |
|--|---------------------|---------------------|------------|
| <b>TOTAL OPERATING FUND EXPENDITURES</b> | <b>\$17,876,977</b> | <b>\$23,118,376</b> | <b>77%</b> |
|--|---------------------|---------------------|------------|

\* Includes expenditures for 2015 calendar year only. The life of the grant may cover more than one year.

**SPECIAL USE FUND**

|  | <b>2015<br/>Year to Date</b> | <b>2015<br/>Budget</b> | <b>% Budget<br/>Expended</b> |
|--|------------------------------|------------------------|------------------------------|
| Contractual Services (General Maintenance) | 14,103                       | 16,305                 | 86%                          |
| Commodities (Capital Equipment)            | 7,792                        | 192,564                | 4%                           |
| Transfer to Debt Payment                   | 975,743                      | 990,598                | 99%                          |
| Transfer to Capital Projects               | 905,879                      | 952,300                | 95%                          |

|  |                    |                    |            |
|--|--------------------|--------------------|------------|
| <b>TOTAL SPECIAL USE FUND EXPENDITURES</b> | <b>\$1,903,516</b> | <b>\$2,151,767</b> | <b>88%</b> |
|--|--------------------|--------------------|------------|

|                           |                     |                     |            |
|---------------------------|---------------------|---------------------|------------|
| <b>TOTAL EXPENDITURES</b> | <b>\$19,780,494</b> | <b>\$25,270,143</b> | <b>78%</b> |
|---------------------------|---------------------|---------------------|------------|

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**October 2015**  
**83% Year Lapsed**

**ALL FUNDS**

| Categories                     | 2015<br>Year to Date | 2015<br>Budget | % Categories<br>Expended |
|--------------------------------|----------------------|----------------|--------------------------|
| Salaries and Benefits          | 11,469,644           | 14,601,228     | 79%                      |
| Contractual Services           | 2,823,408            | 3,388,487      | 83%                      |
| Commodities                    | 2,608,525            | 4,105,083      | 64%                      |
| Capital - Operating            | 0                    | 8,412          | 0%                       |
| Risk Management Charges        | \$59,944.50          | 79,926         | 75%                      |
| Library General Tax Increment  | 0                    | 124,178        | 0%                       |
| Capital / Maintenance / Repair | 786,865              | 786,865        | 100%                     |
| Transfer to Debt Payment       | 975,743              | 990,598        | 99%                      |
| Transfer to PBC Capital Leases | 905,879              | 952,300        | 95%                      |
| Grants                         | 150,486              | 233,066        | 65%                      |
|                                | \$19,780,494         | \$25,270,143   | 78%                      |

**JOHNSON COUNTY LIBRARY**

**GRANTS MONTHLY REPORT**

| <b>GRANTS*</b> | <b>Expenditures through 10/31/15</b> | <b>Source</b> | <b>Received</b> | <b>Expend By</b> | <b>Expenditures</b> | <b>Grant Award</b> | <b>Budget Remaining</b> |
|----------------|--------------------------------------|---------------|-----------------|------------------|---------------------|--------------------|-------------------------|
|                | 2014 Check up and Check Out          | State         | Jul-14          |                  | \$2,015.23          | \$5,250.00         | \$3,234.77              |
|                | 2013 6by6 Activity Kits              | State         | Jul-13          | Dec-14           | \$2,465.22          | \$4,289.90         | \$1,824.68              |

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



**Monticello Land Acquisition**

| <b>REVENUE</b>        | <b>TO DATE</b>   | <b>BUDGET</b>    |
|-----------------------|------------------|------------------|
| Library Fund Transfer | \$100,000        | \$100,000        |
| Bond Sale Proceeds    | \$710,000        | \$710,000        |
| <b>TOTAL REVENUE</b>  | <b>\$810,000</b> | <b>\$810,000</b> |

| <b>EXPENDITURES</b>             | <b>TO DATE</b>      | <b>BUDGET<br/>REMAINING</b> |
|---------------------------------|---------------------|-----------------------------|
| Earnest Money for Land Purchase | \$50,000.00         |                             |
| Land Purchase                   | \$713,778.64        |                             |
| Engineering                     | \$7,015.00          |                             |
| Site Survey                     | \$1,900.00          | \$37,306.36                 |
| <b>TOTAL EXPENDITURES</b>       | <b>\$772,693.64</b> | <b>\$37,306.36</b>          |

**Scheduled Replacement Account**

| <u>REVENUE</u>                  | <u>REVENUE RECEIVED TO DATE</u> |
|---------------------------------|---------------------------------|
| 2011 Operating Fund Transfer    | 360,175.00                      |
| 2012 Operating/SU Fund Transfer | 642,934.00                      |
| 2013 Operating/SU Fund Transfer | 551,250.00                      |
| 2014 Operating/SU Fund Transfer | 330,566.00                      |

**Total Revenue** 1,884,925.00

|  | <u>2011</u>       | <u>2012</u>       | <u>2013</u>       | <u>2014/2015</u>  |
|--|-------------------|-------------------|-------------------|-------------------|
| Concrete Work - Antioch                                | 28,900.00         |                   |                   |                   |
| Grounds & Concrete Work - Blue Valley                  | 43,800.00         |                   |                   |                   |
| Furnishings and Equipment                              | 19,538.42         | 104,730.19        | 12,960.81         | 2,077.93          |
| Vehicle Replacement                                    | 26,476.00         | 38,362.71         |                   | 9,000.00          |
| Shawnee Roof Replacement                               | 10,797.60         | 1,200.10          |                   |                   |
| Painting Lights & Improvements - CRL                   |                   | 1,470.00          | 80,511.00         |                   |
| CRL Parking Lot Improvements                           | 82,951.00         |                   |                   | 1,705.00          |
| Monticello Vending Solution Design                     |                   | 9,482.50          |                   |                   |
| Site Improvements - AN & CRL                           | 4,414.00          |                   | 687.50            |                   |
| Drainage Repairs - Corinth                             | 4,730.00          |                   |                   |                   |
| Roof & Window & Fire System Replacement - CRL          | 8,400.00          | 3,724.00          | 118,071.10        | 31,420.99         |
| Carpet/Tile Replacement - Blue Valley                  | 6,433.00          |                   |                   |                   |
| Parking lot Maintenance - Cedar Roe                    |                   |                   | 15,040.00         |                   |
| Copier Replacement - Creative Services                 | 11,415.00         |                   |                   |                   |
| Parking Lot Repair - Gardner                           | 4,063.03          |                   |                   |                   |
| Parking Lot Repair & Boiler Replace - Antioch          | 33,180.00         |                   |                   | 91,193.27         |
| Remove bookcases/Painting - CO Meeting & Reading Rooms |                   | 2,750.00          | 1,575.00          |                   |
| Painting & Security upgrades- Oak Park                 |                   | 2,810.00          |                   | 1,554.00          |
| Painting/Furnishings Gardner                           |                   | 1,880.00          | 5,976.26          |                   |
| Carmack Room Blinds                                    | 6,994.00          |                   |                   |                   |
| Office Remodel / Security upgrade LE                   |                   | 5,650.00          |                   | 8,043.00          |
| Security System Upgrade - Blue Valley                  |                   | 8,138.00          |                   |                   |
| Blind Replacement & Furnish - OP                       |                   | 1,958.68          | 14,651.03         |                   |
| HVAC Improvements - Antioch                            |                   | 108,235.97        |                   |                   |
| Concrete Repairs - Shawnee                             |                   | 24,750.00         | 5,875.00          |                   |
| Handicap Ramp / landscape- Gardner                     |                   | 3,275.00          |                   |                   |
| Office Remodel - Blue Valley                           | 24,000.00         | 11,650.00         |                   |                   |
| Electrical & Security Camera Installation - CR         | 664.00            | 16,701.24         | 24,360.00         |                   |
| Roof Repairs - Corinth                                 |                   | 39,483.20         |                   |                   |
| Stack Moving for Carpet Replacement - CRL              |                   | 8,370.00          |                   |                   |
| Emergency Lighting & Electrical work - CRL             |                   | 8,750.00          | 62,123.00         | 15,476.01         |
| Carpet Replacement - AN & SSB furnishings              |                   | 13,577.00         | 1,839.85          |                   |
| Carpet Replacement - Shawnee                           |                   | 48,312.25         |                   |                   |
| Leawood Sorter Installation                            |                   | 54,167.13         | 5,318.84          |                   |
| Retaining Walls - Corinth                              |                   | 13,825.00         |                   |                   |
| HVAC Improvements - Corinth                            |                   | 13,800.00         |                   |                   |
| HVAC Improvements - Shawnee                            |                   | 15,285.00         |                   |                   |
| Edgerton Environmental Sampling                        |                   | 712.80            |                   |                   |
| Carpet & Security System Improvement - Lackman         |                   | 898.00            | 815.00            | 1,520.00          |
| Entryway Handrail Repair - Corinth                     |                   | 250.00            |                   |                   |
| Fence Repair - Antioch                                 |                   | 3,700.00          |                   |                   |
| Rear Entry Modifications - Antioch                     |                   | 1,375.00          | 725.00            |                   |
| Electrical Upgrades/Furnishings - Lackman              |                   | 5,304.00          | 6,513.16          |                   |
| Circulation Area Remodel - Shawnee                     |                   | 11,250.00         |                   |                   |
| Grounds BV/ Remodel & Landscape                        |                   |                   | 22,875.50         | 5,625.00          |
| LE Cabinet Heater w/ T-Stat option                     |                   |                   | 1,586.56          |                   |
| Security Improvements DE/ED/SH                         |                   |                   | 9,594.00          |                   |
| Carpet/Furnishing CO                                   |                   |                   | 11,012.47         |                   |
| CRL Furnishings/Painting/Carpet                        |                   |                   | 39,591.66         | 3,185.76          |
| Architectural Services - CRL-Roof Repair               |                   |                   | 9,961.25          | 12,030.12         |
| Shawnee Interior Renovation/Remove Door Frame          |                   |                   |                   | 11,081.99         |
| Lackman Carpet/Furnishings                             |                   |                   |                   | 4,305.40          |
| Concrete replacement - Cedar Roe                       |                   |                   |                   | 4,969.00          |
| Masonry Repair - Shawnee                               |                   |                   |                   | 6,468.00          |
| Water Heater Install CRL                               |                   |                   |                   | 5,850.00          |
| Passenger Vehicles                                     |                   |                   |                   | 30,763.25         |
| Shawnee Electrical Project Cat5, etc                   |                   |                   |                   | 7,455.00          |
| Corinth repairs and replacements                       |                   |                   |                   | 4,150.00          |
| CRL Flooring   |                   |                   |                   | 4,351.00          |
| Computer Stations at Shawnee                           |                   |                   |                   | 14,599.43         |
| Interior Painting at Antioch                           |                   |                   |                   | 9,719.50          |
| Millcreek Shelter Assembly and Install                 |                   |                   |                   | 8,776.00          |
| Plumbing at Corinth - New Gas Line                     |                   |                   |                   | 7,465.00          |
| Computer and Study Room Furniture AN                   |                   |                   |                   | 43,200.40         |
| Digging parking lot for drainage pipe, backfill - COR  |                   |                   |                   | 3,600.00          |
|  | <u>316,756.05</u> | <u>585,827.77</u> | <u>451,663.99</u> | <u>349,585.05</u> |

**Budget Remaining** \$ 181,092.14

**Expenditure of Friends of the JCL Donations 2015**

| <i><b>Expenditure Details</b></i>            | <i><b>Payee</b></i> | <i><b>Current Month</b></i> | <i><b>YTD</b></i>   |
|--|---------------------|-----------------------------|---------------------|
| Volunteer Recognition                        |                     | \$0.00                      | \$159.61            |
| Advertising/Promotion                        |                     | \$0.00                      | \$6,000.00          |
| Collection Materials                         |                     | \$0.00                      |                     |
| Professional Development/Staff Recognition   |                     | \$0.00                      | \$2,340.29          |
| Technology/Recruitment Consulting & Expenses |                     | \$0.00                      | \$7,924.00          |
| Card Services                                |                     | \$0.00                      | \$0.00              |
| Homework Help and Tudor.com                  |                     | \$0.00                      |                     |
| Summer Reading Club/Elementia                |                     | \$147.90                    | \$1,549.85          |
| Other Library Programming                    |                     | \$0.00                      |                     |
| MidAmerica Regional Council                  |                     | \$0.00                      |                     |
| Board Travel Expences                        |                     | \$0.00                      | \$889.50            |
| Miscellaneous                                |                     | \$0.00                      |                     |
| <b>Total Expenditures</b>                    |                     | <b>\$ 147.90</b>            | <b>\$ 18,863.25</b> |

**JOHNSON COUNTY LIBRARY  
GIFT FUND  
TREASURER'S REPORT**  
Period: OCT-2015

|  |                                 | Receipts | Payments | Balance             |
|--|---------------------------------|----------|----------|---------------------|
|  | <b>Opening cash balance</b>     |          |          | <b>\$159,425.66</b> |
|  | Add Receipts                    | \$21.04  |          |                     |
|  | Less Payments                   |          | \$0.00   |                     |
|  | <b>Ending Cash balance</b>      |          |          | <b>\$159,446.70</b> |
|  | Less Liabilities                |          | \$0.00   |                     |
|  | <b>Unobligated cash balance</b> |          |          | <b>\$159,446.70</b> |

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

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

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**November 10, 2015**

**AGENDA ITEM:** VI.A. Consideration of Renewal of the MOU with Overland Park Community Garden, Inc. for a Community Garden at Oak Park Neighborhood Library

**ISSUE FOR BOARD DETERMINATION:**

Whether to approve renewal of the agreement with Overland Park Community Garden, Inc. for the community garden on the west lawn of the Oak Park Neighborhood Library, 9500 Bluejacket, and Overland Park.

**DISCUSSION:**

The community garden at Oak Park Neighborhood Library has been in operation since spring of 2011, and the current agreement will expire March 31, 2016. The garden is managed by Overland Park Community Garden, Inc. (OPCG), which is a nonprofit established to bring the concept of community organic gardening to Overland Park. The organization operates and manages the overall garden, tool shed and compost area. Produce grown by gardeners is for their use. Individual garden spots may be rented by residents of Overland Park in compliance with City, OP Community Garden, Inc. and library rules and procedures. The site remains 100 feet by 50 feet.

Gardeners rent individual plots and are required to practice organic gardening techniques that prohibit the use of pesticides, insecticides or synthetic fertilizers. A modest compost bin is provided and managed by the OPCG team and is to be used only for plant materials removed from the garden. A tool shed of approximately 200 square feet has been erected to store common manual garden tools and is secured with a pad lock. Each authorized gardener has access to the tool shed.

Gardeners use the library parking lot. Typically gardeners spend on average an hour per visit. Many gardeners may walk or ride bicycles to the garden. There have been no parking issues reported.

**REVIEW BY BOARD COUNSEL:**

Counsel has reviewed this agreement.

**BUDGET IMPACT:**

This request is budget neutral since the water costs are the responsibility of OPCG.

**RECOMMENDATION:**

That the Johnson County Library Board of Directors authorize staff to renew the agreement with Overland Park Community Garden, Inc. for the operation of the community garden at Oak Park Neighborhood Library for the period April 1, 2016 to March 31, 2017.

**PERSON(S) RESPONSIBLE:**

Sean Casserley  
Jennifer Mahnken

THIS AGREEMENT (the Agreement) is made this ~~13<sup>th</sup>~~-10<sup>th</sup> day of ~~November,~~  
2014December 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), to authorize OPCG to use a site to be designated by  
the property owner at the Oak Park branch facility at 9500 Bluejacket, Overland Park, Kansas  
(the Site) as a community gardening project.

1.0 Term. The property owner authorizes OPCG to operate a community garden at the  
Site designated by the property owner for a term of one year beginning April 1, 2015, and ending  
March 31, 2016. The County Librarian and OPCG will agree in writing to the procedures to be  
utilized in the OPCG's use of the Site. This Agreement may be renewed or re-negotiated with  
the approval of both the property owner and the OPCG at the end of the term.

2.0 Indemnification and insurance. The OPCG agrees to indemnify and save harmless  
the property owner from all damages and claims arising out of any act, omission or neglect by  
the OPCG and from any and all actions or causes of action arising from the community garden's  
occupation or use of the Site. Property owner's obligation shall be limited to the extent  
permitted by law and is subject to the maximum liability and immunity provisions of the Kansas  
Tort Claims Act (K.S.A. 75-6101 et seq). OPCG shall maintain insurance in the amount of  
\$1,000,000 for general liability and shall name the Board of Directors of the Johnson County  
Library and the Board of County Commissioners, Johnson County, Kansas as additional insureds  
on the policy.

3.0 Maintenance of Site. OPCG will keep the Site in a neat appearance year round.  
OPCG will be financially responsible for its water usage. The property owner will continue to  
pay all real estate taxes on the property and mow the lawn outside the Site.

4.0 Notice of termination, other changes in status. Either party may terminate this  
Agreement on 60 days prior written notice. The property owner agrees to give the OPCG prior  
written notice of changes in land ownership, development, or use at least 60 days prior to the  
change in status.

5.0 Expiration of term; termination of Agreement. Upon expiration of the term of this  
Agreement or other termination of this Agreement, OPCG will remove any property items  
provided by the OPCG unless the library requests for the items to remain. OPCG will restore the  
Site back to grass unless the library requests for it to be left as-is.

6.0 Governing law. Kansas law shall govern the terms of this Agreement.

**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 COUNTY LIBRARY

---

~~Nancy Hupp~~ Neil Shortlidge

Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

---

Beverly Jaderborg

President

**JOHNSON COUNTY LIBRARY  
Board of Directors  
December 12, 2015**

**AGENDA ITEM:** VI.B. Consideration of renewal of the Memorandum of Understanding between the Johnson County Genealogical Society, Inc. (JCGS) and the Johnson County Library (JCL)

**ISSUE FOR BOARD DETERMINATION:**

Whether to renew the existing Memorandum of Understanding with the Johnson County Genealogical Society, Inc.

**DISCUSSION:**

The Johnson County Library and the Johnson County Genealogical Society, Inc. have worked together since the 1970's to provide service and basic collections to Library genealogy patrons. In fact most of the physical genealogical collection housed at the Central Resource Library belongs to the JCGS. Over the intervening years the loose agreement between the two entities needed to be codified annually because of changing library and JCGS service needs and opportunities. In 2011, the Library and JCGS wrote and signed an updated mutual agreement which has been renewed yearly.

**REVIEW BY BOARD COUNSEL:** The agreement has been reviewed by counsel.

**RECOMMENDATION:**

Renew the Memorandum of Understanding between the Johnson County Genealogical Society, Inc. and the Johnson County Library.

**PERSON(S) RESPONSIBLE:**

John Helling  
Sean Casserley



**AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY  
AND JOHNSON COUNTY GENEALOGICAL SOCIETY**

THIS AGREEMENT is made and entered into for the year- ~~2016~~ 2015 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. For JCGS monthly meetings and programming, allow the JCGS use of microphones (1 regular, 1 lapel), VGA cable, projector, and public wireless internet. Staff side internet access may be provided for JCGS programming publicized in JCL's quarterly program of events.
- f. 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.
- g. Provide a designated staff liaison to assist and guide JCGS Executive Board member and Volunteer Coordinator in operational details and assist with programming promotions, meeting room set-up, and access to the meeting room equipment listed in item (e).
- h. Provide staff to answer general genealogy questions.
- i. Library cannot guarantee security for materials belonging to JCGS and above normal consideration and is not liable for damages, loss or theft.
- j. Provide an updated obituary index on [www.jocohistory.org](http://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: \_\_\_\_\_

JOHNSON COUNTY LIBRARY

By: \_\_\_\_\_  
Sean Casserley, County Librarian

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marty Greene, Recording Secretary

**JOHNSON COUNTY LIBRARY  
Board of Directors  
December 10, 2015**

**AGENDA ITEM: VI.C.** Consideration of Proposed Renewal of the Interlocal Cooperation Agreement between the Johnson County Library and the Olathe Public Library for Automation, Remote Database and E-content Access, and Computer Control and Reservation Services.

**ISSUE FOR BOARD DETERMINATION:**

Whether to renew the proposed revised interlocal cooperation agreement with Olathe Public Library for automation, remote databases and e-content, and the provision of public computer control and reservation services for 2016.

**DISCUSSION:**

The Johnson County Library currently has in effect an interlocal cooperation agreement with the Olathe Public Library (OPL) for automation and remote database access services. The agreement requires that a memorandum of renewal be approved for each calendar year in order to keep the agreements in force and effect.

**REVIEW BY BOARD COUNSEL:**

The document has been reviewed by Board Counsel.

**RECOMMENDATION:**

That the Library Board approve the proposed renewal memorandum of interlocal cooperation agreement with the Olathe Public Library to provide the Olathe Public Library with automation services, remote database access, a computer control and reservation system, and Web catalog interface from January 1, 2016 through December 31, 2017.

**PERSON(S) RESPONSIBLE:**

Sean Casserley  
John Helling

**ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY  
LIBRARY AND THE BOARD OF DIRECTORS OF THE OLATHE PUBLIC  
LIBRARY FOR AUTOMATED CIRCULATION, PATRON, AND  
BIBLIOGRAPHIC SERVICES**

This Renewal Memorandum (the "Renewal" hereinafter) is made this 12<sup>th</sup> day of December ~~2015~~2014, by and between the Board of Directors of the Johnson County Library ("JCL" hereinafter) and the Board of Directors of the Olathe Public Library ("OPL" hereinafter) to amend the Interlocal Cooperation Agreement between the parties on the sharing of automated services (the "Agreement" hereinafter).

The parties agree as follows:

1. Memorandum of Renewal. On May 17, 1989, the parties entered into the Agreement and have renewed it on an annual basis since that date. The Agreement has been amended and supplemented several times. The Agreement, as amended and supplemented, has worked well for the parties, is of substantial benefit to the patrons of both institutions, and the parties accordingly renew said Agreement, as amended and supplemented, under the existing terms, pursuant to paragraph II.2, for the period of January 1, 201~~5~~ through December 31, 201~~5~~ with Sections 10 and 10A as set forth below.

2. Amended Section 10 of the Agreement. Section 10 of the Agreement, as amended, reads as follows:

10. ACCESS TO INFORMATION IN BIBLIOGRAPHIC AND  
CIRCULATION DATA BASE: SERVICE FEES.

A. Access to Information. JCL and OPL agree that, subject to paragraph 11, full access shall be allowed to information stored in the JCL automated system relating to books and library materials at both libraries and relating to the holdings, availability and circulation status of such books and library materials. The parties agree to use the JCL automated system to permit patrons of one library system to "reserve" an item in the other library's collections. Staff from OPL and JCL has developed procedures for the delivery of such material.

B. Internet Access Service. JCL and OPL agree that JCL no longer provides OPL with Internet Access Service and that no fee is accordingly charged for that service.

C. Service Fees. The parties agree that OPL will pay to JCL a service fee in the amount of 23% of Integrated Library System Coordinator services costs, 23% of .5FTE for E-content Selector negotiation

services, plus 23% additional costs for database subscriptions for the period of January 1, 201~~6~~5 through December 31, 201~~6~~5. If additional services are added throughout the year, additional service fees will be assessed at the 23% rate.

3. Amended Section 10A of the Agreement. Section 10A of the Agreement, as added by way of addendum approved December 17, 2003, shall read as follows:

10A. LEASE OR PURCHASE OF DATA BASES AND E-CONTENT FOR REMOTE USE. JCL and OPL agree to act in concert to lease or purchase databases and e-content for remote use by their patrons on the terms set forth in this paragraph 10A.

- A. Each library shall be financially responsible for its share of the cost of leasing or purchasing such data bases and e-content as follows:
1. OPL will be responsible for 23% of the total cost in 201~~6~~5 plus additional costs associated with OPL being made a party to any applicable leases.
  2. JCL will be responsible for 77% of the total cost of leasing or purchasing such databases in 201~~6~~5.
  3. ~~In 2015, databases will be billed from 1/1/15 – 9/30/15.~~  
In 2016, databases will be billed from 10/1/15 – 9/30/16 and will continue billing on an October – September cycle thereafter.
  4. ~~In 2015, e-books will be billed from 8/1/14 – 9/30/15.~~  
In 2016, e-books will be billed from 10/1/15 – 9/30/16 and will continue billing on an October – September cycle thereafter.
- B. JCL shall provide OPL with the following services at no additional cost JCL staff shall provide the necessary equipment and software to perform use authentication; and JCL staff shall provide support desk services relating to remote data base and e-content access.  
OPL will pay 23% of .5FTE for E-content Selector to negotiate data base and e-content contracts on behalf of JCL and OPL.
- C. OPL shall appoint a representative to assist in the selection and licensing of databases leased or purchased for remote use pursuant to the terms of this Agreement.

D. In the event of severance of the Inter local Agreement between JCL and OPL, 23% of the mutual e-book content will remain the property of OPL. The specific titles retained will be determined by OPL.

4. Added Section 10B of the Agreement. Section 10B of the Agreement, as added by way of addendum approved July 21, 2004, shall read as follows:

10B. USE OF COMPUTER RESERVATION SERVICE. JCL agrees to allow OPL to access and use its online computer reservation system. This service will be provided to OPL by JCL, and JCL will be the sole owner of all hardware, software, and other components related to the proper operation of the system. JCL will provide regular maintenance to all components of the service. The agreed support fee for this service is included in the fee set forth in paragraph 10.A above.

5. Addendum to Section 10C of the Agreement Section 10C of the agreement, as added by way of addendum approved December 15, 2010, shall read as follows:

10 C. LEASES OR PURCHASE OF WEB CATALOG INTERFACE. JCL and OPL agree to act in concert to lease or purchase a presentation layer interface to provide public access to the Bibliographic and Patron account database via the Web on the terms set forth in this paragraph 10C.

A. Each library shall be financially responsible for its share of the costs of leasing or purchasing a presentation layer interface as follows:

1. OPL will be responsible for 23% of the total cost in 2012, plus additional costs associated with OPL being made a party to any applicable leases.
2. JCL will be responsible for 77% of the total cost of leasing or purchasing such an interface.

B. JCL shall provide OPL with the following services at no additional cost: JCL staff will be responsible for negotiation of contracts or leases with interface vendors; JCL staff shall provide the necessary equipment and software to perform authentication and interface with the ILS; and JCL staff shall provide support desk services relating to online interface access.

C. JCL and OPL shall appoint members to a committee that will select and mutually agree upon an interface to be leased or purchased pursuant to the terms of this Agreement.

COURIERS JCL shall pay 77% of Monday through Saturday courier service between OPL and JCL.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands.

BOARD OF DIRECTORS OF THE  
OLATHE PUBLIC LIBRARY

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BOARD OF DIRECTORS OF THE  
JOHNSON COUNTY LIBRARY

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**JOHNSON COUNTY LIBRARY  
Board of Directors  
December 10, 2015**

**AGENDA ITEM:** VI. D. Memorandum of Understanding with AARP

**ISSUE FOR BOARD DETERMINATION:** Whether or not to renew the MOU with AARP to provide tax assistance to patrons.

**DISCUSSION:** Currently Johnson County Library and AARP have an agreement whereby the Library will provide space and technology support while AARP volunteers will provide tax assistance to the public.

AARP and JCL have reached agreement on all terms.

**REVIEW BY BOARD COUNSEL:** reviewed and approved by library attorney.

**RECOMMENDATION:** The Johnson County Library Board of Directors renews the agreement with AARP to provide tax assistance to the public for the 2015 tax season.

**BUDGET IMPACT:** No direct costs.

**PERSON(S) RESPONSIBLE:** Jennifer Mahnken, Associate Director for Branch Services

## **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 2015 (Oct 2015 – May 2016)**

#### **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 2015 and January of 2016.

#### **Tax Preparation:**

- Johnson County Library will provide one room (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 until April 18.
- For this year AARP will provide services by appointment only at the Central 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 location as well as tables and chairs – 8:00 a.m. – 6:00 p.m.
- JCL is not responsible for any advice given by AARP pursuant to this MOU. AARP will be solely responsible for the content of such advice.

#### **Communication:**

- AARP will provide content on tax tips and FAQs to JCL for inclusion on library Web site.
- JCL will print the handout of the tax preparations sites (content provided by AARP)
- JCL will promote the service on its Web site
- JCL staff will assist patrons who call with making 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 - 4:00 PM. (date TBD. ) AARP will provide any technology, treats and consumables used for the event. JCL staff will not assist in the planning of this event in anyway other than to reserve the room.

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AARP Tax Aide Representative

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County Librarian

**JOHNSON COUNTY LIBRARY  
Board of Directors  
December 10, 2015**

**AGENDA ITEM: VI. E.**            Consideration of Renewal of the Agreement between the Johnson County Library and Growing Futures Early Education Center, Inc. (Formerly Head Start of Shawnee Mission)

**ISSUE FOR BOARD DETERMINATION:**

Whether to renew the agreement with Growing Futures Early Education Center, Inc. for the continued provision of outreach service to their location.

**DISCUSSION:**

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.

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

**BUDGET IMPACT:**

The budget impact of this project has been minimal. Service to Growing Futures has been provided by a librarian with an outreach focus and the substance of the agreement is "normal" library work.

**RECOMMENDATION:**

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

**PERSON(S) RESPONSIBLE:**

Sean Casserley

**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. (GFEEC). The Understanding is designed to coordinate early literacy and library services.

**Agency Roles and Responsibilities**

***Johnson County Library will:***

1. Provide regular story times in GFEEC classrooms.
2. Provide evening activities at the library and at GFEEC for GFEEC families to participate in literacy activities and sign-up for library cards.
3. Provide short articles for GFEEC newsletters.
4. Provide on-demand booklists for classrooms.
5. Provide education regarding JCL's services to GFEEC staff and families as requested.
6. Provide 2 hours per month of embedded librarian services at GFEEC. These services will involve on-site, dedicated reference & reader support for GFEEC teachers, parents, and students provided by JCL staff member.
7. Allow GFEEC 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 GFEEC families.
2. Utilize JCL educational programs for children, staff and parents when appropriate.
3. Provide education regarding GFEEC services to JCL staff as requested.
4. Provide training to JCL staff in areas of GFEEC staff's expertise.
5. Promote JCL's involvement with GFEEC in GFEEC newsletters, website and other public relations opportunities.

**Duration of Understanding:**

The duration of this Understanding is from January 1, 2016 to December 31, 2017.

**Cancellation and Termination:**

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

**Signatures:**

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

\_\_\_\_\_  
Terrie VanZandt-Travis, Executive Director, GFEEC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Casserly, County Librarian, JCL

\_\_\_\_\_  
Date

**JOHNSON COUNTY LIBRARY  
Board of Directors  
December 10, 2015**

**AGENDA ITEM:** VI. F. Consideration to Approve Memorandum of Understanding with the Friends of Johnson County Library.

**ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors should approve the renewal of the Memorandum of Understanding with the Friends of Johnson County Library.

**DISCUSSION:**

The Johnson County Library and the Friends of the Johnson County Library have worked together

**REVIEW BY BOARD COUNSEL:**

Counsel has reviewed the MOU

**BUDGET IMPACT:**

N/A

**RECOMMENDATION:**

That the Library Board of Directors approves the Memorandum of Understanding with the Friends of Johnson County Library for 2015-2018.

**PERSON(S) RESPONSIBLE:**

Sean Casserley  
Christopher Leitch

## **AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND FRIENDS OF THE JOHNSON COUNTY LIBRARY**

THIS AGREEMENT is made and entered into for the year ~~2011-2012~~2015-2018 by and between the FRIENDS OF THE JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as FOL or Friends, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

WHEREAS, FOL was established in 1956 by the founders of the Library to transfer their work in operating volunteer library functions to an advocacy and support organization for the Library, and

WHEREAS, FOL is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Johnson County Library system, promote informed community interest in the Library functions, resources, services and needs, and to raise supplementary funds for the Johnson County Library (the Library), and

WHEREAS, FOL sells donated materials and discarded library materials to the public to assist the Library in meeting its statutory requirement to dispose of surplus property purchased with public funds by offering it for purchase by the general public pursuant to K.S.A. 19-211, and

WHEREAS, FOL and the Library have, since 1984, been selling donated and weeded books and other items in book sales, book stores, and more recently through online sales to benefit the Library,

THEREFORE, FOL and the Library make the following agreement with respect to the sale of donated materials and weeded library materials.

NOW THEREFORE, FOL and the Library agree as follows:

- I. Friends of the Johnson County Library shall:**
  - a. Sell weeded and donated materials to the public through books sales, used book stores, online, or third parties. FOL may also donate materials to non-profit organizations. FOL will set prices and determine whether there is no intrinsic value of weeds and donations.
  - b. Provide additional sales revenue not needed for FOL operational expenses to JCL.
  - c. Employ staff to manage stores, book sorting and book sales.

- d. Provide for transport of donated materials.
- e. Contract independently for offsite sorting and storage facilities.
- f. Support JCL, raise funds through sale of books and other materials, and provide a liaison to JCL Board meetings.
- g. Support JCL and engage in advocacy efforts on behalf of JCL under the guidance of the JCL Board and County Librarian.
- h. Include the County Librarian or his or her designee as a non-voting presence at all Friends meetings and to allow room on the agenda for a JCL report.
- i. Distribute, in the event of dissolution of FOL, all remaining assets of every nature and description whatsoever to the Johnson County Library Foundation if it is in existence and qualified as a Section 501(c)(3) organization under the Internal Revenue Code of 1986, as amended, or any such successor provisions. If the Johnson County Library Foundation is not in existence or a qualified tax exempt organization, then all of the remaining assets shall be distributed to the “Gift Fund” of the Johnson County Library or any similar fund operated by the Johnson County Library.

II. **Johnson County Library shall:**

- a. Sell weeded materials to the FOL for an annual fee to be determined by the County Librarian. Payments will be made on a quarterly basis by the FOL. Weeded materials shall become the property of the Friends of the Library.
- b. Ensure that library locations will serve as collection points for donated items from the public, ~~and staff may review donated materials for additions to collection. Those items not selected for the library’s collection becomes the property of the FOL.~~ JCL staff may request materials from the FOL for Library projects and activities.
- c. Provide FOL with Library space for used book stores, inventory storage and Bookstore manager’s office; JCL will provide for cleaning of those spaces and trash removal.
- d. Ensure that JCL volunteer coordinator will assist in recruitment and placement of volunteers for book sale operations.
- e. Transport weeded materials to the FOL.



- f. Provide staff liaison to FOL and support the FOL Board with administrative duties.
- g. Maintain Friends' web pages on JCL web site.
- h. Ensure that the Friends are aware of the goals and direction of the Library.

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.

FRIENDS OF THE  
JOHNSON COUNTY LIBRARY

JOHNSON COUNTY LIBRARY

By: \_\_\_\_\_  
Rebecca Phillips, President

By: \_\_\_\_\_  
Neil Shortlidge, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 10, 2015**

**AGENDA ITEM:** Replacement of the HVAC controls software.

**ISSUE FOR THE BOARD DETERMINATION:** Whether or not to approve the \$124,500.00 for the replacement of the Staefa Control System for the HVAC .

**DISCUSSION:** The Johnson County Library has used Staefa (formerly Talan) Controls since the middle 90's. The Antioch and Central Resource Libraries were the first to be installed. The system is now in 8 more locations. The software is sun setting and will not be supported.

With this system the Library staff can monitor the setting from most computers that have an internet connection. Without control system, manual setting, identify problems and control setbacks. This would involve the Facilities Techs traveling to each location to monitor and change setting. The cost would increase with larger utilities bills, higher staff costs and a reduction in comfort levels for staff and patrons.

County Purchasing has also reviewed and approved this as a single-source provider, so no bids are required.

**REVIEW BY BOARD COUNSEL:** Contract reviewed and approved by Library counsel.

**RECOMMENDATION:** The Johnson Count Library Board of Directors approved the purchase of the Staefa controls software and \$124,500.00

**BUDGET IMPACT:** Approved CIP funds

**PERSON(S) RESPONSIBLE:** Mike Heffernan, Nicki Neufeld, Jennifer Mahnken



acsSmartBuildings.com

ACS Electronic Systems – Automated Control Systems – ACS Building Services



### SYSTEM PURCHASE AGREEMENT

To: Johnson County Library  
6235 Slater  
Merriam, KS 66202

Date: October 15, 2015

**We propose: Building Automation Upgrade**

**PLEASE SEE ATTACHED SCHEDULE OF PROTECTION CONTINUATION.**

Terms: Progression billing payable upon acceptance of this agreement. Balance payable upon completion of installation.

**ACS ELECTRONIC SYSTEMS {"ACS"}** agrees to provide, during the term of this agreement, a signal alarm receiving and notification service for the transmission of alarm signals from the Premises to the Emergency Control Center.

**ACS** agrees to provide the requested security service, subject to the terms and conditions below and those contained in the Additional Terms and Conditions set forth on the reverse side hereof. In consideration of such service, Customer agrees to pay **ACS**:

Annual Service Charge, in Advance, of \$ See Attached

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
CUSTOMER APPROVAL

\_\_\_\_\_  
COMPANY APPROVAL/DATE

\_\_\_\_\_  
DATE

The following standard Terms and Conditions of Sales are a part thereof



acsSmartBuildings.com

ACS Electronic Systems – Automated Control Systems – ACS Building Services

TERMS AND CONDITIONS

1. Customer hereby authorizes and empowers ACS to perform or cause to be performed the work necessary to install, maintain, inspect, test and repair the systems in its premises. Such work shall be performed between the hours of 8:00 AM and 5:00 PM on normal business days , excluding Saturdays, Sundays and holidays; any additional expense resulting from the performance of such work during excluded time periods at Customer's request, or from use of outside contractors for any reason for the performance of any such work that is normally performed by ACS shall be paid by Customer. Customer further authorizes ACS to make or cause to be made, at customer's expense, any changes in or alterations to said systems requested by customer or by the insurance rating organization having jurisdiction or made necessary by any changes in Customer's premises, including changes in interiors, contents, environment and other changes affecting the performance of space control or other systems; Customers shall give ACS prior written notice of any such changes in Customer's premises. The expense of all ordinary maintenance and repair of said systems due to normal wear and tear shall be borne by ACS; the expense of any extraordinary maintenance and repair of said systems due to alterations of the Customer's premises, damage to such premises or to the system or to any other cause beyond the control of ACS shall be borne by Customer. Customer shall provide electrical permits, if required, and current at points designated by ACS through Customer's own meter and at Customer's own expense.
2. Customer hereby authorizes ACS to remove or, upon written notice to Customer, to abandon said systems, in whole or in part, including all devices, instruments, appliances, and all cabinets, conduits, connections, thermostats, sensor, devices, wires and any other materials associated therewith, upon termination of this agreement by lapse of time, default in the payment of any moneys due hereunder or otherwise without any obligation to repair or redecorate any portion of Customer's premises; and it is agreed that such abandonment or removal shall not constitute a waiver of the rights of ACS to collect any charges which have accrued or may accrue hereunder. Upon termination for non payment of any sums due hereunder, in addition to full charges accrued for services rendered, there shall immediately become due and payable full charges until the end of the term of this agreement. If ACS engages the services of an attorney in the collection of overdue accounts, the payment of reasonable attorney's fees attributes thereto shall become an obligation of the Customer to ACS to the extent permitted by law.
3. ACS reserves the right to terminate this agreement at any time, on written notice on the happening of any of the following events: (a) ACS is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals by means of conductors between the phone company or customer's computer network and Customer's premises; (b) the phone company or customer's computer network connecting wires, or systems within Customer's premises belonging to ACS are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service; Customer does not follow proper operating procedures or does not use the equipment properly. Any such termination shall not subject ACS to liability for any damages, including but not limited to consequential damages; however, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to Customer, except for an amount equal to any installation cost previously incurred. This agreement may likewise be terminated by Customer if its premises are so destroyed or damaged provided that it pays any unpaid balance of the installation charge and of the charges accrued hereunder for service rendered prior to the effective date of termination.
4. ACS shall not be liable for any delays however caused in installation of the system, or for interruptions of service caused by strikes, riots, floods, acts of God or by any event beyond the control of ACS, and will not be required to furnish service to Customer while any such interruption shall continue.
5. The obligation of ACS to provide service related to the maintenance solely of the systems specified in the Schedule of Equipment and ACS is not obligated to maintain, repair, replace, operate or assure the operation of any device, system or property belonging to Customer or to any third party to which such specified systems are attached. In order to protect Customer from liability to damage to, or destruction of ACS's systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies.
6. For Upgrade of Controls and Planned Controls Full Service ACS shall have the right to increase the monthly service charge provided above at any time, or times after the expiration of one year form the date service is operative under this agreement, upon giving Customer written notice 60 days in advance of the effective date of such increase or decrease. If Customer is unwilling to pay such increased charge, Customer may terminate the then unexpired term of this Agreement by notifying ACS in writing 30 days prior to the otherwise effective date of the increase, and by paying any unpaid balance of the contract.
7. For Planned HVAC PM Service ACS shall have the right to increase the monthly service charge provided above at any time, or times after the expiration of one year form the date service is operative under this agreement, upon giving Customer written notice 60 days in advance of the effective date of such increase or decrease. If Customer is unwilling to pay such increased charge, Customer may terminate the then unexpired term of this Agreement by notifying ACS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for service rendered until such date. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to Customer.
8. **IN THE EVENT ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST ACS FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF ACS, THEN THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ACS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**
9. This agreement is not assignable by Customer except on the prior written consent of ACS.
10. This agreement is not binding unless approved in writing by an Authorized Representative of ACS. If such approval is not obtained, the only liability of ACS shall be to return to Customer the amount, if any, paid to ACS upon the signing of this agreement by Sales Representative.
11. This writing (together with any individually signed separate service agreements and riders pertaining to this agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, not withstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.



**acsSmartBuildings.com**  
**ACS Electronic Systems – Automated Control Systems – ACS Building Services**

## BUILDING AUTOMATION UPGRADE

**NAME:** \_\_\_\_\_ Johnson County Libraries \_\_\_\_\_ ("Customer")

**STREET AND NUMBER:** \_\_\_\_\_ various locations \_\_\_\_\_ ("Premises")

**CITY:** \_\_\_\_\_ Overland Park \_\_\_\_\_ **STATE:** \_\_\_\_\_ Kansas \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_ 66201 \_\_\_\_\_

ACS will furnish professional systems and services consisting of:

**GlobalSolution Full Service** ACCEPTANCE  
**Total Lump Sum Investment: \$ 124,500.00 [        ]**

- I. Install front-end upgrade to existing Siemens/Staefa/TALON Automation Systems in each Building  
 --Per State Contract between State of Kansas and ACS for Staefa Talon Controls
- II. Create live District-wide Dashboard of current buildings/systems conditions

**Attachments:**

- Antioch Branch
- Blue Valley Branch
- Cedar Roe Branch
- Central Resource Branch
- Corinth Branch
- Gardner Branch
- Lackman Branch
- Leawood Branch
- Oak Park Branch
- Shawnee Branch

**Specifically excluded:**

- Intranet/Internet Backbone (provided and maintained by owner)
- Sales tax

Global Solution Full Service Agreement includes all parts and labor on a 24 hour, seven day a week basis

**ACS**

|  |                             |
|--|-----------------------------|
|  |                             |
| BY _____ SALES REPRESENTATIVE            | _____ AUTHORIZED SIGNATURE  |
|  |                             |
| APPROVED _____ AUTHORIZED REPRESENTATIVE | NAME/TITLE _____ DATE _____ |

Johnson County Library  
Board of Directors  
Selection of Calendar Events  
December 2015

| Dates                         | Events  |
|-------------------------------|---|
| <b>December 5, 12, 19, 26</b> | Conversando en ingles/English Conversation Practice<br>Oak Park Library   |
| <b>December 5</b>             | Create Your Own Gingerbread House<br>Shawnee Library  |
| <b>December 8</b>             | Creation Exploration<br>Gardner Library   |
| <b>December 12</b>            | Hands-on: Re-Wrapping<br>Antioch Library, Blue Valley Library, Edgerton Library, Gardner Library, Lackman Library, Leawood Library, Oak Park Library, |
| <b>December 12</b>            | Listen Local: Mikal Shapiro<br>Lackman Library  |
| <b>December 14</b>            | An Edible Discussion<br>Corinth Library   |
| <b>December 21</b>            | Cedar Roe Afternoon Book Group  |
| <b>December 30</b>            | Pillows, Popcorn, PJ's...Read!<br>Gardner Library   |