



**Board Report
December 10, 2020**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, DECEMBER 10, 2020 4:00 p.m.

The Johnson County Library Board of Directors will meet using Zoom, an online meeting tool. The public can view the broadcast of the meeting on the Johnson County Library [Facebook page](#) for a live feed or later when the video is posted to the Library's website.

If you have information or comments related to any item on our agenda that you would like to have presented to the Library Board, we encourage you to submit that information in writing. If you wish to submit information, please email comments or statements to scruggsm@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board prior to the meeting.

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Amy Ruo
 - C. Friends of the Library; written report presented by Christopher Leitch.....4
 - D. Johnson County Library Foundation; written report presented by Stephanie Stollsteimer5
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Fred Logan
 - a) Summary of legal meeting with JCL administration
 - B. County Librarian Report – Sean Casserley, County Librarian
 - 1. Finances and Statistics – Dave Vratny, Finance Director6
 - a) Core and reopening statistics - Adam Wathen, Associate Director of System Wide Services13
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Central Staff Space Consolidation (CSSC)14
 - b) Antioch Replacement
 - c) Cedar Roe work
 - d) Overall Timeline18
 - 3. Updates – Sean Casserley, County Librarian
 - a) Covid update report, Sean Casserley and Jennifer Mahnken20
 - b) November budget committee meeting
 - c) Facilities report – Georgia Sizemore
 - d) Collection Development Policy – Lacie Griffith29
 - e) Special meeting of the Library Board
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the November 12, 2020 Regular Library Board meeting82
 - 2. 2021 renewals of Memoranda of Understanding (MOUs)91
 - a. AARP, The Arts Asylum, BikeWalk KC, Department of Corrections, DTI-AIMs, DeSoto Parents as Teachers, Friends of the Johnson County Library, Growing Futures Early Education Center, Inter Urban Art House, Johnson County Library Foundation, Kansas

City Artists Coalition, Lenexa City Center, Overland Park Community Garden, Johnson
County Community College Adult Education, City of Edgerton

3. 2021 renewal of agreement for legal services with Logan Logan & Watson	126
4. 2021 Sirsi contract renewal	128
5. 2021 Bibliotheca contract renewal	131

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2020 were handled in accordance with library and County policy.
- b) The October 2020 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	139
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VI. New Business

- A. Consideration of renewal of MOU with the Johnson County Facilities Management Department...140
- B. Consideration of renewal of MOU with Housing and Credit Counseling, Inc. (HCCI).....166
- C. Consideration of a temporary closure of Central Resource Library for a period of one week171

VII. Adjournment

December 2020: Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library

Thank you, Madame Chair, and members of the Board, and Commissioner Hanzlick, and Mr. Casserley, for this time to report on Friends progress during the last 30 days.

There are 4 subjects in this report today:

- Bookstore Operations
- Internet Sales
- Sorting Center Volunteers
- FRIENDSHIP Campaign

BOOKSTORE OPERATION

As long as we can stay open, we will try to keep the Antioch and Blue Valley stores running. Even though Coronavirus is spiking in the County, volunteers are still willing to help. As long as there isn't another shut-down we may be able to squeak through the rest of the year.

INTERNET SALES

We presently have 18 volunteers listing items for sale (several also ship) and 5 volunteers (+ IS Manager) shipping items ordered. We're pleased to report a 16% increase in number of items sold from the previous month's reporting.

Sales of note:

- o *World Book Encyclopedia 2018, 22-Volume Set*..... **\$ 497.77**
- o *The Anchor Bible Dictionary 6-Volume Prepack* **\$ 398.90**
- o *The Complete Sermons of Martin Luther: 7 Volumes* **\$ 140.91**
- o *Kekkaishi Set 3 [a Japanese manga series]* **\$ 102.89**

SORTING CENTER VOLUNTEERS

There are 35 volunteers on our sorting team at present, which remains down from pre-pandemic levels. Amber Bourek Slater has worked diligently to find new volunteers; some have dropped off until the pandemic situation improves, others need just a few service hours, or perhaps came to us for something to keep busy while looking for work.

We *are* keeping up with incoming donations and weeds for now thanks to the dedication and tenacity of our staff and sorting volunteers.

GIVE THE GIFT OF FRIENDSHIP CAMPAIGN

The Friends launched our year-end membership campaign with an electronic message and a note in the Library newsletter: all told, 250,000+ recipients were encouraged to join our ranks.

The campaign is promoted as a touchless way to celebrate physically distanced holidays, by sending an e-gift card to family or friends. Certificates may be used for in-store used-book purchases, or towards a Friends membership. [Purchase online](#) or in Friends [bookstores](#) and a lovely digital gift certificate will be emailed to your recipient. Your gifts are a gift to the Library, too: the Friends supports Library collections and programs!

Respectfully submitted,
Friends of Johnson County Library

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: December 10, 2020
Re: Johnson County Library Foundation update

The Annual Appeal is in full swing as we promote year end giving.

- The theme is “**Nothing** can keep us from a good book.”



- The initial mailing went out the first of November and we’ve followed up with digital and social media. We’ll do one more follow up mailing mid-month to key donors.
- In 2019 we received 178 gifts totaling \$39,000. We’ll see what 2020 brings.

The Foundation’s 2021 Slate of Officers and new board members have been approved.

- The officers include: Chris Anderson, President; Ava Christie, President-Elect, Vickie Trott, Past President; Anne Blessing, Treasurer; Sean Casserley, Secretary.
- Three new board members include: Chuck Sipple, Bonnie Limbird, and Colleen Browne.
 - These community leaders are an inspiration and it is an honor to continue to this Library legacy of community volunteers and support.

The 1952 Society: Writing the Library’s Next Chapter, received notification of a bequest.

- This donor has been dedicated to the Johnson County Library-Cedar Roe branch for a few years. He recently left a bequest of \$20,000 designated to Cedar Roe.

As we kick off 2021, we have scheduled a virtual donor appreciation event with Jim Hoy who is a Tallgrass Prairie cowboy and author for January 17. He will share his stories of the Flint Hills and his new book, *My Flint Hills, Observations and Reminiscences from America’s Last Tallgrass Prairie*. We look forward to inviting you all to this Zoom event. Thank you!

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
October 2020
83% of year lapsed

OPERATING FUND

	2020 Budget
Programs	
Revenue	3,968,723
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	
Transfer to Capital Projects	1,330,000
Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES	<u>\$1,330,000</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$2,638,723</u></u>

SPECIAL USE FUND

	2020 Budget
Revenue:	2,732,889
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	2,732,889
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$2,732,889</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$0</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$2,638,723</u></u>

Expenditure of Friends of the JCL Donations 2020

<i>Expenditure Details</i>	<i>October</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	150.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	136.43	136.43
Miscellaneous	0.00	0.00
Total Expenditures	\$ 136.43	\$ 286.43

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2020
83% of Year Lapsed

REVENUE ALL FUNDS	2020 Year to Date	2020 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	34,609,352	34,859,880	99%	100%
Ad Valorem Delinquent	211,215	306,306	69%	143%
Motor Vehicle	3,175,459	3,291,677	96%	103%
Library Generated - Copying/Printing	42,306	101,241	42%	89%
Library Generated - Overdues / Fees	230,658	746,421	31%	63%
Sale of Library Books	12,500	50,000	25%	75%
Misc Other	797	19,703	4%	10%
Reimbursement	178,758	330,043	54%	61%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	250,823	352,221	71%	123%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	18,462	11,883	155%	160%
Commercial Vehicle Tax	57,293	60,438	95%	92%
Heavy Trucks Tax	4,311	3,261	132%	207%
Rental Excise Tax	42,363	38,669	110%	110%
State and Federal Grants	129,518	257,901	50%	51%
TOTAL REVENUE	38,963,812	40,443,285	96%	99%

Expenses ALL FUNDS with Collection Encumbrance	2020 Year to Date	2020 Budget	% Categories Expended
Salaries and Benefits	15,792,808	20,370,778	78%
Contractual Services	3,318,295	4,967,815	67%
Commodities	3,120,493	4,503,719	69%
Risk Management Charges	94,052	142,737	66%
Capital / Maintenance / Repair	2,759,795	2,728,376	101%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to Capital Projects	1,330,000	4,367,527	30%
Grants	129,568	257,901	50%
Interfund Transfer	2,266,116	2,768,864	82%
TOTAL EXPENDITURES	28,815,986	40,442,435	71%

Revenue - Expenses as of August 31, 2020 **10,147,826**

RESERVES ALL FUNDS	As of 12/31/19
Reserves Operating Fund	9,557,491
Reserves Special Use Fund	<u>1,572,099</u>
Total JCL Reserves	<u>11,129,590</u>

Scheduled Replacement Plan Funding

REVENUE RECEIVED TO DATE

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100

Total Revenue	<u>4,458,200</u>
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2020

Contractual Services	1,584,927
Building Repair	585,616
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	178,193
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	119,310
AED Equipment	9,613
Interfund Transfer	1,767,934
	<u>4,425,107</u>

Budget Remaining	<u>33,093</u>
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
October 2020
83% Year Lapsed

OPERATING FUND	2020	2020	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	2,329,120	3,750,713	62%
Information Technology	2,179,227	3,192,515	68%
Collection Development	2,919,401	3,399,711	86%
Branch/Systemwide Services	13,981,891	19,168,068	73%
Risk Management Charges	94,052	143,587	66%
Grants *	129,568	257,901	50%
Transfer to Capital Projects	1,330,000	4,367,527	30%
Interfund Transfer	2,224,576	2,768,864	80%
TOTAL OPERATING FUND EXPENDITURES	25,187,834	37,048,886	68%

SPECIAL USE FUND	2020	2020	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	119,536	250,305	48%
Commodities (Capital Equipment)	109,023	81,000	135%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to Capital Projects	2,732,889	2,728,376	100%
TOTAL SPECIAL USE FUND EXPENDITURES	2,966,306	3,394,399	87%

TOTAL EXPENDITURES	28,154,140	40,443,285	70%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
October 2020
83% Year Lapsed

ALL FUNDS

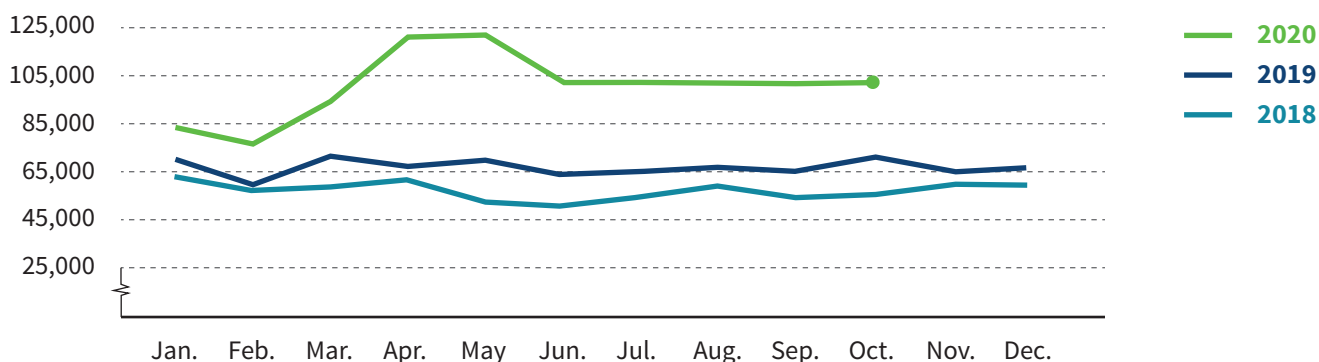
	2020	2020	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	15,792,808	20,370,778	78%
Contractual Services	3,054,799	5,201,815	59%
Commodities	2,722,143	4,269,719	64%
Risk Management Charges	94,052	143,587	66%
Capital / Maintenance / Repair	1,356,906	4,367,527	31%
Transfer to Debt Payment	4,859	334,718	1%
Transfer to PBC Capital Leases	2,732,889	2,728,376	100%
Grants	129,568	257,901	50%
Interfund Transfer	2,266,116	2,768,864	82%
TOTAL EXPENDITURES	28,154,140	40,443,285	70%

GRANTS*	Expenditures through 10/31/2020	Source	Received	Expenditures	Grant Award	Budget Remaining
285000085	State Aid 2020	State	2/21/2020	\$114,986.92	\$129,518.04	\$14,531.12

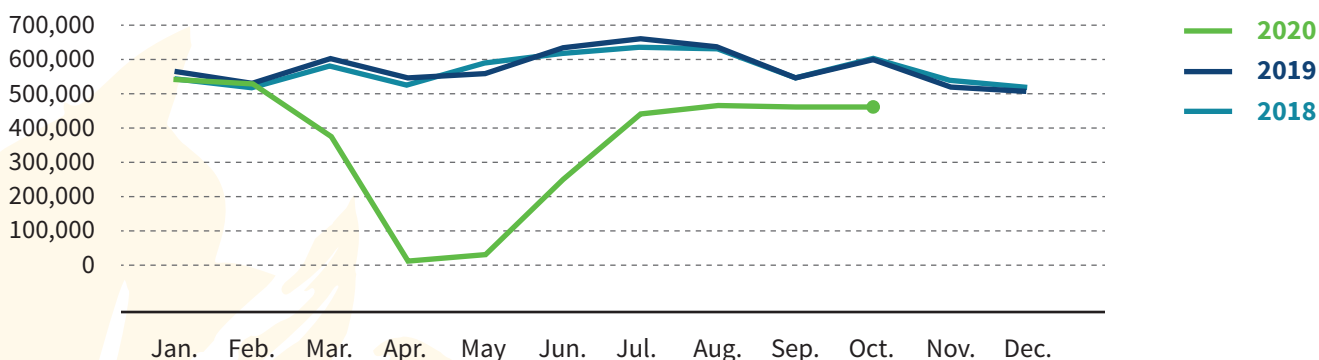
*Includes all expenditures and revenues over the life of the grant.

Core Operational Statistics

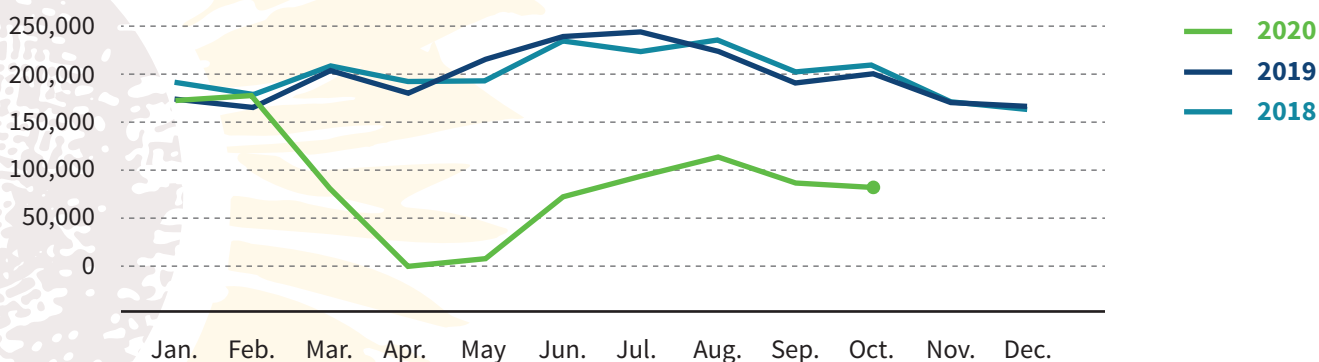
3 Year Digital Usage Trend



3 Year Physical Circulation Trend



3 Year Visitation Trend



Central Building Upgrade, Part 2 (CSSC)

Update – December 2020



Updates

- Design Update
- Next Steps
- Timeline

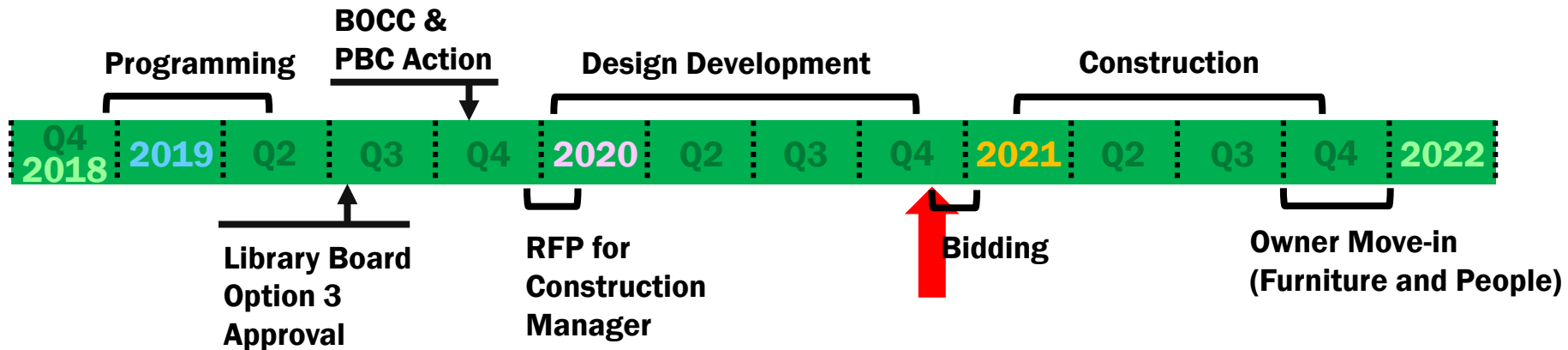


Next Steps

- December:
 - Updated 'closing' information for staff and patrons
- January:
 - Guaranteed Maximum Price (GMP) action – Special Board meeting
- February:
 - Public Building Commission (PBC) action,
 - Notice to proceed
 - Convert / partition to Little Central
 - Construction begins



Central Building Upgrade, Part 2: Anticipated Timeline:

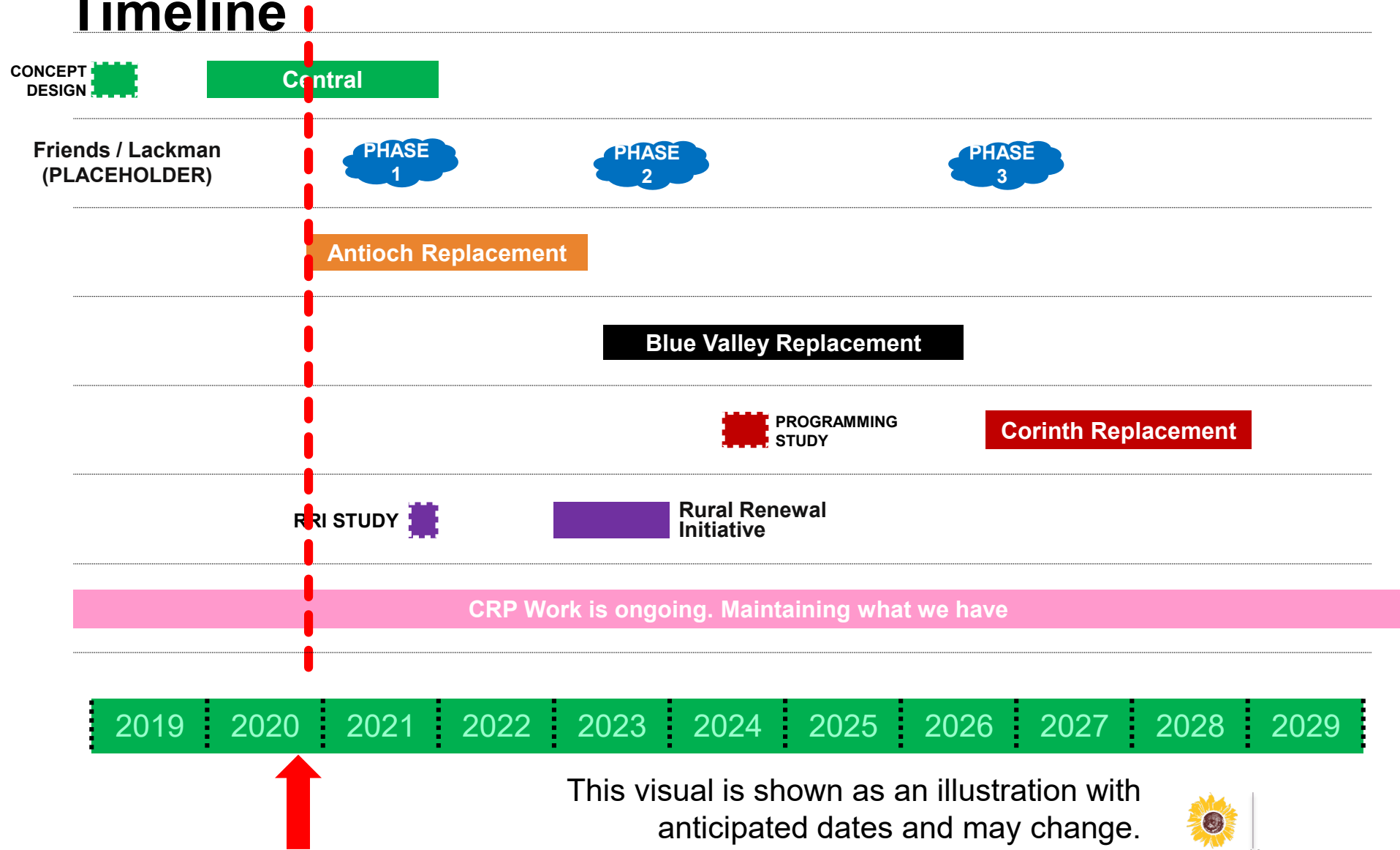


Capital Improvement Projects Timeline Summary

Update – December 2020



Capital Improvement Projects: Proposed Timeline



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



Reopening Amid COVID-19

A phased approach for a safe return to public library services

December 2020



Overview

- Updated Guidelines
- Other Library Systems
- School Updates
- Contactless Holds Statistics
- Possible Timeline



New Local Data and Updated Guidelines

- Positivity rates in Johnson County while down from a high of 16% in mid-November, are well above the national average.
- Hospital resources are strained.
- All the state's counties with public universities now require masks.
- CDC recommends a 14-day quarantine from the last known contact with a COVID-19 positive individual.
- Post-positive individuals do not need to re-test for 3 months
- Multiple vaccines have passed stage 3 testing.



Other Library Systems

Olathe

- Curbside pickup
- Browsing
- Maker Space by appointment

Kansas City Public Library

- Appt only computer use
- No Browsing
- Extended Thanksgiving closing

Mid-Continent

- 10 branches closed for COVID (11.30)
- Curbside only at other buildings
- Extended Thanksgiving closure

Kansas City Kansas

- All buildings closed to public
- Curbside pick-up only



School Updates

- Middle and high school students at all six Johnson County school districts transitioned to remote learning from after Thanksgiving break through the end of winter break.
- Positivity rates place Johnson County schools in the Red zone.



Curbside Holds Pickup Statistics

August 2020

- Total: 494 served

September 2020

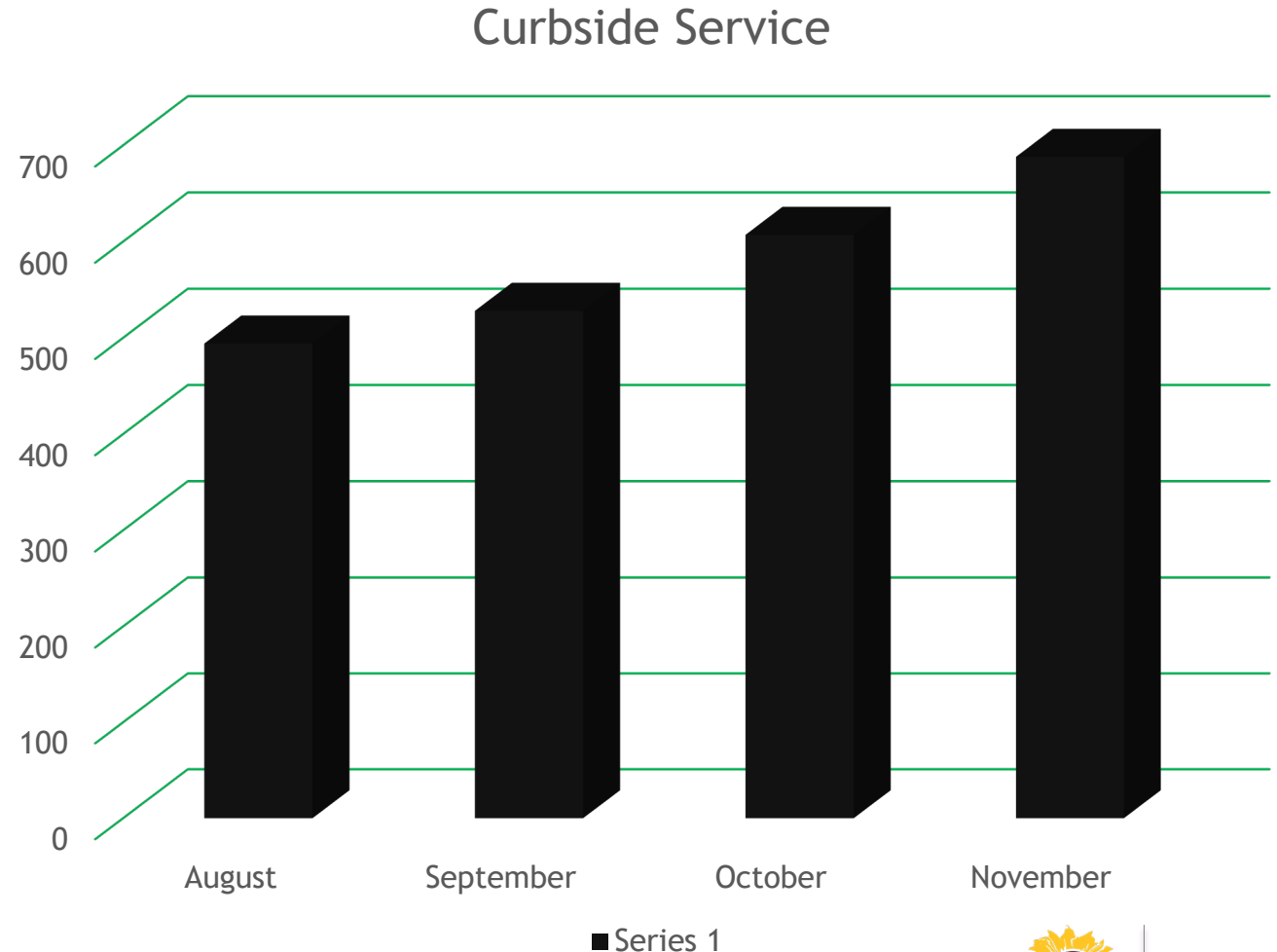
- Total: 528 served

October

- Total: 607 served

November

- Total: 688 served



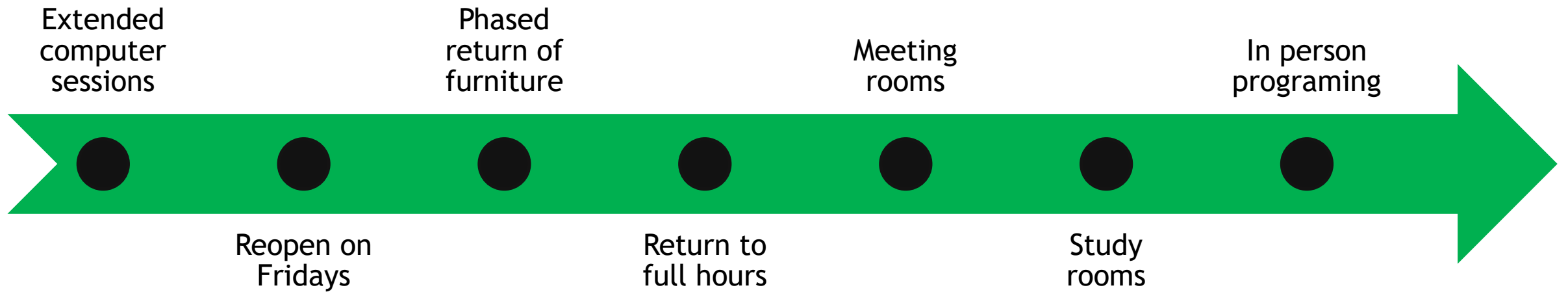
Drive through usage has increased from early 2020

Branch	Checkouts Jan-March	Checkouts June-Aug	Increase Percentage
Blue Valley	20,172	49,998	148%
Monticello	9,261	30,235	226%
Lenexa	10,866	28,982	166%

Branch	Patron Interactions Jan-March	Patron Interactions June-Aug	Increase Percentage
Blue Valley	7,236	15,336	112%
Monticello	3,551	9,959	180%
Lenexa	4,155	11,248	171%



Possible timeline



Questions?



Collection Development Policy

**Revisions Adopted by the Johnson County Library
Board of Directors
Pending January 2021 Library Board Meeting**

Table of Contents

1. PURPOSE	4
1.1 Mission Statement	5
1.2 Vision Statement	5
1.3 Values Statement	5
1.4 Trends, Operating Environment, and Community Composition	6
1.5 Outcomes and Strategies	6
1.6 Johnson County Library Collections	7
2. DEFINITIONS	7
3. GUIDELINES FOR MATERIALS SELECTION	8
3.1 General Guidelines	8
3.2 Evaluation	10
3.3 Controversial Subjects/Items	10
3.4 Criteria for Selection	12
4. RESPONSIBILITY FOR MATERIALS SELECTION AND DESELECTION	17
5. RELATIONSHIPS TO OTHER LIBRARIES, INSTITUTIONS AND ORGANIZATIONS	17
6. COLLECTION MANAGEMENT	18
6.1 Duplicates	18
6.2 Need Versus Demand	19
6.3 Replacements	19
6.4 Preservation	19
6.5 Weeding	19
7. POLICIES BY CLIENTELE SERVED	20
7.1 Adults	20
7.2 Teens	20
7.3 Children	20
7.4 Individuals with Visual Disabilities	21
7.5 Individuals with Hearing Disabilities	21
7.6 Students	21
7.7 Business Community	21
7.8 Outreach and Programming	21
8. POLICIES BY FORMAT OF MATERIALS	22
8.1 Books	22
8.2 Videos	22
8.3 Audiobooks	22
8.4 Recorded Music	23
8.5 Newspapers	23
8.6 Maps	24
8.7 Periodicals	24

8.8	Government Documents	24
8.9	Microforms	25
8.10	Manuscripts, Rare Books, and Archival Materials	25
8.11	Printed Music	25
8.12	Computer Software and Video Games.....	26
8.13	Large Print	26
8.14	eResources.....	26
8.15	Realia	26
9.	POLICIES BY SUBJECT OF MATERIAL	26
9.1	Fiction	26
9.2	Non-English Language Materials	27
9.3	Medicine and Related Fields	28
9.4	Law	28
9.5	Human Sexuality.....	28
9.6	Semi and Pseudo-Scientific Materials	29
9.7	Religion.....	29
9.8	Professional Library Materials	30
9.9	Small Press Materials	30
9.10	Local Authors and Local and Kansas History	30
9.11	Genealogy and Heraldry	30
9.12	Regional Reference	32
9.12.1	Local History	32
9.12.2	Urban Reference.....	33
9.13	Business Collection.....	35
10.	GIFTS	36
11.	REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS	37

APPENDIX

Library Bill of Rights	ARM 10-20-10	Appendix A..... 42
Freedom to Read	ARM 10-20-30	Appendix B..... 44
Freedom to View	ARM 10-20-31	Appendix C..... 52

COLLECTION DEVELOPMENT POLICY

PURPOSE

1.0

The purpose of this policy is to guide librarians in the selection and deselection of materials of contemporary significance and of permanent value and to inform the public about the principles upon which selections are made. Its primary objective is to ensure that public monies are spent wisely so that the Library can provide relevant materials in sufficient supply to make the Library a dependable resource for most people most of the time.

Johnson County Library affirms the policies of free access to information that are fundamental to informed decisions in a democratic society, including access to the Internet at all locations. The Library provides books and other resources for the interest, information, and enlightenment of all people it serves. It does not censor materials by omitting to select them, by attaching prejudicial labels, by restrictive shelving, or by selective weeding, and it places no restrictions on access to the collection because of the origin, age, background, or views of the user. These principles of intellectual freedom are outlined in a series of documents endorsed by the Library Board, including the Library Bill of Rights, Freedom to Read, and Freedom to View, which are found in the Appendix of this policy.

Provisions of this **Collection Development Policy** are subject to federal and state laws.

Johnson County Library strongly endorses the concepts of the Americans with Disabilities Act (ADA) and strives to acquire materials that serve this clientele. Materials, regardless of their physical location, are accessible to all patrons through online databases, facsimile and other digital delivery systems, courier delivery, and assistive devices.

The Library's core resource, its collection, supports the basic services and goals outlined in its Mission Statement, Vision Statement, Values

Statement, Comprehensive Library Master Plan and current Strategic Plan. These statements provide the fundamental guidelines for selecting library materials.

Mission Statement	1.1	The Johnson County Library provides access to ideas, information, experiences, and materials that support and enrich people's lives.
Vision Statement	1.2	Johnson County Library creates an environment for people to learn, to explore, to enjoy, to create, to connect.
Values Statement	1.3	<p>The Johnson County Library Board and staff are honored to operate this public library in trust for the citizens of our community. These are the values which guide our service:</p> <ul style="list-style-type: none">• <u>Customer needs come first:</u> We place the highest priority on service to our customers and treat every request with equal value.• <u>People are respected:</u> We recognize the contributions of our staff and we treat all our customers and each other with respect.• <u>Access to information is ensured:</u> We ensure access to information for people of all ages, abilities, and means.• <u>This is a learning organization:</u> We commit to the professional growth and enrichment of our staff and volunteers.• <u>Freedom of information is protected:</u> We protect your freedom to read and view all library information.• <u>Privacy and confidentiality are rights:</u> We safeguard your right to request and obtain information in confidence.

- Basic services are provided without charge: We provide basic library services free of charge.
- Quality service is important: We strive to deliver the highest quality services possible.
- We are stewards of community resources: We respect the contributions of the community to its library. We hold ourselves accountable for the efficient and effective use of all resources which you commit to us--people, time, assets, and funds.
- Integrity is a commitment: We follow the highest ethical standards which have been adopted by Johnson County government and our profession.

Trends, Operating Environment, and Community Composition

1.4

Information from the Johnson County Library Strategic Plan, the Comprehensive Library Master Plan, and other appropriate sources will inform this plan.

Outcomes and Strategies

1.5

The Johnson County Library Strategic Plan (2019) identifies the Key Performance Areas of Education, Community, Convenience, Communication and Operations as areas of focus through 2023.

- Education
JCL creates an inclusive and welcoming environments that sparks curiosity and learning.
- Community
JCL offers neutral spaces and opportunities where all voices are equal and connections are forged.

- Convenience
JCL Delivers services and materials how, when and where patrons want.
- Communication
JCL listens to and shares information with all, building strong connections and relationships.
- Operations
JCL staff collaborates and coordinates to create efficient procedures and processes that provide exceptional customer service.

Johnson County Library Collections

1.6

Johnson County Library develops a single collection for use among its branches. Nearly all materials are available for request by patrons at any of the branches. ~~Each branch may hold a reference collection which is resident only at that branch.~~

Central Resource Library maintains the primary reference collection which includes materials supporting needs as outlined in section 9 below. The Central Resource Library maintains several additional collections which are housed and used only at the Central Resource Library:

- Business Reference
- Regional Reference
- Genealogy
- Microfilm
- Maps

DEFINITIONS

2.0

The word "**materials**" as it occurs in this policy has the widest possible meaning, including print, nonprint, and digital materials and the content therein. It is implicit that every format is included, except as noted elsewhere.

"**Selection**" refers to the decision that must be made either to add a specific item or type of material to the collection or to retain material already in the collection. It is a means of collection development to meet user needs and does not

necessarily reflect the opinions or values of the individual selector or of the Library Board.

“Deselection” or “Weeding” refers to the decision to remove a specific item or type of material from the collection.

The words **"book," "library materials,"** and other synonyms, as they may appear in this policy, have the widest possible meaning. All forms of recorded communication, from the traditional printed forms to the latest development in nonprint media are, therefore, included in this definition.

The word **"collection"** refers to a group of books or other library materials having a common characteristic or located in one place.

“Local” refers to Johnson County and its environs.

“Core” refers to titles designated by Collection Development Team as essential to the library collection which are intended to remain in the collection despite demand.

“JCL” refers to Johnson County Library.

"The Library" refers to Johnson County Library.

“Teen” includes persons of middle school or high school age.

“Children” includes anyone under the age of 16.

GUIDELINES FOR MATERIALS SELECTION 3.0

General Guidelines 3.1

This section briefly discusses some of the general guidelines used in developing the library collection. An item in any category does not have to meet all guidelines or criteria to be selected.

The acquisition of an item is based on its individual value and its relation to the collection

as a whole. Reviews in professional journals, such as Kirkus Reviews, Booklist, Library Journal, ~~Bulletin of the Center for Children's Books~~, Choice, Publishers Weekly, School Library Journal, Horn Book, ~~Video Librarian~~, and New York Times Book Review, and subject-specific periodicals as well as other authoritative sources are consulted for all types of materials for all ages of patrons.

Responsibility for children's use of library materials rests with their parents or legal guardians. Selection decisions are not inhibited by the possibility that materials may be accessible to use by children.

The Library maintains a core collection of titles which are considered essential to the collection because they are classic or meet a specific ongoing need of the community. These materials are not under the same constraints as the normal collection in that we may keep copies even if there is not demonstrable demand.

The Library recognizes the purposes and resources of other libraries in the area and does not needlessly duplicate functions and materials.

The Library does not acquire textbooks except as such materials also serve the general public.

The Library always seeks to select materials of varying complexity and format because it serves a public with a wide range of ages, educational backgrounds, interests, format preferences, comprehension skills, and mental and physical abilities.

The Library pays due regard to the special civic, commercial, cooperative, cultural, industrial, and labor activities of each of the communities it serves.

The Library takes a proactive approach to improving access to information by notifying publishers of patron needs.

The Library does not exclude certain materials

from selection solely because of their vulnerability to mutilation or theft.

Any material may be considered for inclusion in the collection, except that which has the dominant purpose of appealing to prurient interest or is legally obscene.

Evaluation

3.2

The Collection Development Department monitors and evaluates the materials in its collection on a regular basis to determine if they are meeting the needs of its patrons. Methods used may include: analysis of turnover rates by subject, availability and usage checks of core titles, checks of holdings of titles from selected bibliographies, patron satisfaction questionnaires, or other means. Collection Development staff assesses patron demand by monitoring usage patterns, holds, and Interlibrary Loan requests.

Controversial Subjects/ Items

3.3

The Library recognizes that some materials are controversial.

Decisions for the addition of materials are not made on the basis of any anticipated approval or disapproval, but solely on the merits of the work in relation to building the collection and serving the diverse needs and interests of the community as outlined in the first section of the **Collection Development Policy**. Each library user or group of users has the right to free access to any of the materials in the Library's collection.

Library materials are not marked or identified by the Library to show approval or disapproval of the contents. Voluntary ratings, by private organizations such as the Motion Picture Association of America and the Recording Industry of America, may be considered in addition to content, published reviews, and other selection criteria. However, the Library is not bound by such ratings, any more than the Library is bound by any other published review.

The Library does not sequester materials except for the purpose of protecting them from damage or theft.

The Library does not promulgate particular beliefs or views nor is the selection of any given material equivalent to endorsement of the creator's views. The Library tries to provide materials representing all approaches to public issues of a controversial nature. The Library is aware that one or more persons may take issue with the selection of any specific item and welcomes any expression of opinion by patrons. However, the Library does not undertake the task of pleasing all patrons by the elimination of items purchased after due deliberation under guidance of the policies expressed herein. One of the most important purposes of the Library is to provide a resource where the free individual may examine many points of view and make his or her own decisions.

The overall purpose of a work is the chief criterion of selection. Any material may be considered for inclusion in the collection, except that which has the dominant purpose of appealing to prurient interest or is legally obscene.

Materials are selected on the basis of the content as a whole and not excluded because of the personal history of the author, composer, or producer. Each work is considered on its own social and literary merit.

Different viewpoints on controversial issues will be acquired, including those which may have unpopular or unorthodox positions. The Library recognizes that those materials which offend, shock, or bore one reader may be considered pleasing, meaningful, or significant by another.

The Library recognizes its responsibility to make available a representative selection of materials on subjects of interest to its users, including materials on various sides of controversial questions--religious, social, political, or economic--to enable patrons to make up their own minds about controversial subjects. Variety

and balance of opinion are sought whenever available. The Library does not label materials by such terms as "pro," "anti," "racist," "rightist," or "leftist."

The Library will reconsider any material in its collection upon written request from a patron on a "Request for Reconsideration" form. See **Request for Reconsideration, Section 11.**

Criteria for Selection

3.4

An item in any category does not have to meet all guidelines or criteria to be selected. Criteria used as a basis for selection are:

- Materials should meet high standards of quality in content, accuracy, expression, and format.
- Content should be timely, or timeless, authoritative, and significant in subject matter.
- Items should be of immediate or anticipated interest to individuals or to the community as indicated by patron requests, the circulation history of the author's previous works, or publicity.
- Materials should meet demonstrable demand, indicated through patron request, circulation patterns, holds, or other data.
- Materials should include the widest possible coverage of subjects and viewpoints consistent with the needs of the community, the budget available, and the defined limits of the collection.
- Materials should meet standards of physical and technical excellence.
- Because of the significant initial investment of staff time and collection funds, new formats are acquired when demand and availability indicate that the format is commercially viable and

adequate staffing, equipment and space is available to support their use.

- Materials are acquired to support the Library's Mission Statement and Vision Statement.
- Locally produced materials are acquired with the intention of providing access to local content for which there is patron demand.

In determining whether or not specific items meet the criteria set forth above, the following points are considered:

**General Factors
for All Types
of Materials**

- Lasting value of the work
- Reputation and significance of the author
- Reputation and significance of the illustrator
- Reputation and professional standing of the publisher or producer of the work
- Quality of artwork
- Quality of visual representation of information
- Suitable format
- Popular appeal
- Popularity of the subject
- Sustained interest
- Compliance with stated collection goals
- Local interest
- Price
- Budget guidelines and constraints

- Professional judgment
- Strengths and weaknesses of the collection
- Appearance of title in special bibliographies or indexes
- Materials may be selected even though they contain words, scenes, and ideas which some may find objectionable, provided they are necessary to portray a period, environment, character, or incident with sincerity and truth.
- Inclusion in core lists
- Demonstrable demand

Nonfiction

- Importance of the subject to the balance of the collection
- Purpose or intent of the work
- Historical value
- Scarcity of material on the subject
- Special features (plates, index, bibliography)

Fiction

- Quality of the writing
- Originality of the work
- Literary merit
- Authenticity of the historical, regional, or social setting
- Representation of important movement (literary or social), genre, trend, or national culture

Children's

- Literary content
- Appropriateness for intended audience
- Portrayal of a spectrum of life situations, social issues, childhood experiences, and emotions.
- Readability
- Appeal of the format
- Titles which do not meet literary standards may be chosen to fulfill emotional needs, serve as stepping stones to better reading, or to serve some other special purpose.
- Follows fiction/nonfiction criteria and is discerned by age level of intended audience and/or depiction of characters in the work.

Periodicals

- Availability of subject matter in other formats
- Accessibility through print and digital indexes, especially with full text capability
- Patron requests
- Professional needs

Audiovisual

- Reputation and significance of artists, performers, producers, directors, or others who participate in the creation of the work
- Superiority of the audiovisual format to print for the subject
- Scarcity of information in other formats

eResources

- Significance of the literary work upon which an audiovisual item is based
- Content replaces, enhances, or supports other resources
- Authority of creator
- Currency and update frequency of content
- Depth, breadth, and diversity of content
- Full-text content and multimedia content
- Accessibility according with state and federal laws that promote access to library content.
- Accessibility to the average library user as judged by factors such as interface, navigation, search modes, help and tutorials, output options (printing and electronic delivery), and aesthetics
- Reliability, stability, and future-focused development of vendor
- Ease of maintenance and vendor support
- Hardware and software requirements and compatibility with other equipment
- Favorable licensing terms for broad patron access and use
- Affordable pricing
- Availability of usage statistics in compliance with recognized, uniform standards
- Commitment to information security, including respect for patron privacy and personal data

- Favorable critical opinion among library professionals and in library literature
- Supportive of JCL relationships with patrons

RESPONSIBILITY FOR MATERIALS SELECTION AND DESELECTION

4.0

The County Librarian is responsible for selection and deselection of materials within the framework of the policies and goals determined by the Library Board of Directors. The County Librarian may delegate the authority to interpret and apply the policies in daily operation to appropriate staff members.

A centralized Collection Development Team, under the supervision of the Collection Development Manager, is responsible for the selection and deselection of materials and the maintenance, development, and evaluation of the JCL's collections. For specialized collections, the Collection Development Team relies on advice from staff with expertise in those collections to inform purchasing decisions. Suggestions for purchase are welcome from all staff and patrons.

Materials handling staff are responsible for the physical maintenance of the collections at their branches and for informing the Enterprise Chain Team of collection needs.

Government publications are selected and deselected by the designated *Depository Librarian* under the oversight of the Collection Development Manager and within the parameters of the Collection Development Policy and Federal and State depository regulations.

The purchasing of materials based on analysis of Interlibrary Loan borrowing falls within the parameters of the Collection Development Policy.

RELATIONSHIPS TO OTHER LIBRARIES, INSTITUTIONS, AND ORGANIZATIONS

5.0

Johnson County Library serves a diverse population with diverse informational and reading needs. While the Library seeks to meet the needs of all its patrons by providing appropriate collections, it cannot own all materials or

resources. To bridge this gap, the Library participates actively in extensive local, state, regional, and national networks to connect patrons with resources outside the scope of the Johnson County Library.

Johnson County Library shares its online catalog with Olathe Public Library. Materials are selected in accordance with the JCL/OPL Interlocal Agreement. Materials are shared and transported between the two libraries. If shared catalog services expand in the Kansas City area, Johnson County Library will explore such arrangements with other area libraries.

The library operates an interlibrary loan function for the purpose of borrowing or obtaining copies of library materials not available in the Johnson County Library and to provide reciprocal interlibrary loan service to other institutions. This service is available to all library patrons, regardless of age. Access to all materials legally obtainable is assured to the user, within the capability of the Library.

As much as possible, the Johnson County Library and other cooperating libraries attempt to take advantage of the wide diversity and unique variety of library collections in the Kansas City area and to avoid unnecessary duplication in the development of these collections. As technology develops, the Library will continue to explore ways to connect and develop collections with other libraries locally, throughout the state, and nationally.

COLLECTION MANAGEMENT

6.0

Duplicates

6.1

Duplication of titles is determined by popular demand, importance of the book to the collection, and budget. Materials on subjects of interest are ordered in multiple copies by selectors with knowledge of the collections' strengths and weaknesses and of the public's needs for information. Material of special local interest is duplicated throughout the system.

Titles may be duplicated in multiple collections as need warrants.

Titles within the collection are identified and duplicated to improve the likelihood that patrons will find the materials they want immediately available at their local branches.

Need Versus Demand

6.2

The Library acknowledges that each person within its service area has informational and recreational needs that are important to that individual. Therefore, as far as possible within its budget, and according to the Collection Development Policy, the Library responds to patron requests. The Library attempts to provide through interlibrary loan any patron request that falls outside the scope of the Library's collection.

During times of budgetary constraints, duplicates of titles in heavy demand are not added at the expense of purchasing or retaining an important work in less demand which is needed in the collection.

Replacements

6.3

High demand, popular, or significant titles which are damaged or lost are replaced as needed and as budget allows. Out-of-print books are not replaced unless there are special reasons to do so, such as persistent requests or general importance of the title to the collection.

Preservation of Information

6.4

~~In selected areas of specialization and in certain subject and format areas, preservation of materials having longterm value is crucial to the mission of the Library. Materials in these specific areas are selected with preservation needs in mind. When possible, materials of lasting value are purchased in quality bindings. Microform materials are purchased with the need for preservation in mind.~~

In selected areas, retaining information that has lasting value and long-term demand in the community is core to the mission of the Library. For that information, the format in which it is presented is selected with sustainable access in mind, giving particular consideration to durability,

stability, discoverability, and retrievability. Both physical and digital formats are considered.

Weeding

6.5

Weeding is the removal of an item from the collection. Criteria for weeding include:

- Duplicates of titles no longer in high demand
- Out-of-date titles
- Superseded editions
- Items which are worn out, damaged, or shabby
- Items of poor quality with missing parts or on poor quality stock
- Underused or unneeded materials
- Inadequate space to house or store materials

Collections are weeded for currency, physical condition, and low demand on a regular and continuing basis. Demand for an item is defined as the probability that it will be used in the future. If the probability of future use is low, based on objective circulation data for the item, the item will ordinarily be weeded.

System last copies are evaluated on an individual basis and are retained only if they are in demand and meet general collection criteria.

Classic titles and core titles which may circulate infrequently are retained.

POLICIES BY CLIENTELE SERVED

7.0

Adults

7.1

Materials are selected for adults, including independent learners, to meet their general reading, viewing, listening, recreation, and informational needs. Materials are selected according to the various interests, backgrounds, abilities, and levels of education identified in the community.

Teens

7.2

Teen materials are selected for middle school through high school grades. Teen collections are designed to complement the recreational

reading, listening, and viewing materials available at Johnson County Library. Materials in the teen nonfiction collection concern topics of interest to young people, with a focus on personal, social, and emotional needs.

Children

7.3

Youth Services programs and collections meet the needs of children through the sixth grade. Strong informational collections meet homework needs, and multiple copies of popular children's authors and titles are purchased for recreational reading for all ages.

Materials for youth are classified by content and vocabulary as Easy, Juvenile, or Teen.

Reading levels do not necessarily reflect age or grade levels, and all ages are approximate. The Library places no age restrictions on the use of its collection.

**Individuals with
Visual Disabilities**

7.4

The Library provides materials in various formats, including large print and audiobooks for individuals with visual disabilities.

Materials in Braille are not acquired for the book collections.

For further assistance, individuals with visual disabilities are referred to the Outreach Services Department. A variety of assistive devices are available throughout the library system.

**Individuals with
Hearing Disabilities**

7.5

In accordance with ADA guidelines, when available DVDs and streaming video content are purchased that include closed captioning.

Students

7.6

The needs of students from elementary to undergraduate levels are served with supplementary materials and reference works. An effort is made to provide materials which support homework and study needs. Textbooks are not purchased to support the specific curricula of educational institutions and organizations but may be purchased to provide

subject area development.

Business Community	7.7	We provide wide ranging, current, and popular business information to our patrons.
Outreach and Programming	7.8	While the Collection supports Outreach and Programming function, items in the collection are not purchased specifically to meet demands of Outreach and Programming. Collection Development seeks input and direction from outreach coordinators to develop the collection in ways that support those programs.
POLICIES BY FORMAT OF MATERIALS	8.0	The Library acquires materials in new formats as they become available and expands existing formats as budget allows.
Books	8.1	The majority of the Library's collection is in book format. Books for the adult collection are purchased in varying formats depending on anticipated use and need for long-term retention in the collection. Library binding is preferred for durability as opposed to trade or book club edition bindings. Children's books of high anticipated use are purchased in pre-bound trade editions.
Videos	8.2	<p>Video collections are developed in the DVD and streaming video formats for all ages. Video collection development includes both theatrical and nontheatrical titles at all branches. Theatrical videos include movies, plays, short stories, TV shows, and music performances. Nontheatrical videos are informational and are acquired in a broad range of subject areas including history, science, biography, documentary, travel, and how-to.</p> <p>Videos are not selected on the basis of Motion Picture Association of America ratings. Any film that meets the guidelines for audiovisual selection and the general selection criteria may be purchased.</p> <p>The Library does not restrict any materials from children. It is the responsibility of the parents or</p>

guardians to monitor materials their children select. Sources are available for patrons who wish to evaluate the appropriateness of a particular entertainment film for the intended viewers, or who wish to check Motion Picture Association of America ratings.

In accordance with the ADA requirements, videos are purchased in closed-captioning and described format when available.

Audiobooks

8.3

The Library collects audiobooks in the compact disc and downloadable formats. Both fiction and nonfiction audiobook titles are selected, as well as subjects where the spoken work is very important, such as drama, poetry, foreign language, and radio shows.

Recognizing the importance of hearing the spoken word to language development, the Library acquires audiobooks (and other spoken word materials) appropriate for all ages. Areas of collection development include stories and storytelling, poetry, fiction and information.

Audiobooks may be provided in abridged or unabridged versions, depending on availability. Unabridged will be preferred where available.

Recorded Music

8.4

Recorded music is collected in the compact disc and electronic formats. A broad range of music is selected for the collection, including classical, popular, and folk music.

The recorded music collection provides a broad selection of classical and popular music, such as symphonies, concertos, choral music, current and classic pop music, jazz, and American and world folk music.

The Library selects recordings of popular music created specifically for children.

Any recorded music that meets selection guidelines for audiovisual materials and the general selection criteria may be purchased

regardless of any warning labels that may have been attached by the manufacturer. The parental-advisory labels of the Recording Industry Association of America (RIAA) are voluntary.

Newspapers

8.5

The Library purchases all major local newspapers. The Library maintains a representative, but not complete, collection of Kansas newspapers. In addition, the Library makes available backfile collections of the most significant local and national newspapers, as availability and resources allow.

~~Art Prints~~

~~8.6~~

~~The Library maintains a collection of circulating art prints at the Central Resource Library. An attempt is made to represent major artists as well as various periods and schools of art.~~

Maps

8.6

The Library maintains a representative collection of maps of all countries, atlases, and other books. Sheet maps are acquired to supplement those in books and atlases. Topographic maps of Kansas are available in the Central Resource Library Reference Collection.

Periodicals

8.7

Periodicals are purchased for one or more of the following reasons:

- To provide access to the most current research and thought in various fields.
- To provide information not available in books.
- To satisfy recreational reading needs.
- To provide the staff with selection aids and professional reading

Backfiles of periodicals are retained according to an established schedule.

The preferred format for retention of periodical backfiles is digital. The appropriate format will be evaluated and decisions made based on factors including cost, equipment needs, space, staff,

ease of retrieval, full-text coverage of the resource and special features, and unnecessary duplication of holdings.

We purchase popular periodicals in digital format as available and appropriate.

Government Documents

8.8

The Central Resource Library is a full depository for Kansas State Documents and a selective depository for United States government publications. Documents of popular interest and useful aids are selected. These collections contain both circulating and non-circulating materials and a variety of formats and media.

Federal Depository Collection

All federal depository materials are the property of the federal government and are selected and deselected according to the Federal Depository Library Instructions, Guidelines, and Manuals.

Working with the Collection Development Manager, the designated ~~Government Documents Librarian~~ **Depository Coordinator** has primary responsibility for federal depository material selection and deselection, according to the guidelines listed elsewhere in this policy.

The federal depository collection is continuously weeded following depository retention and discard instructions and guidelines. Generally, materials are retained a minimum of five years.

The preferred format for Government Documents selection is digital.

Kansas State Depository Collection

The Kansas State Documents collection includes all materials distributed to Kansas depository libraries, regardless of subject emphasis. As a full depository, the Library is not permitted to select specific items.

Microforms

8.9

Materials are acquired and/or converted to physical or digital microform instead of, or in addition to, print format for one or more of the following reasons: space and storage limitations,

budget limitations, lack of availability of the information in other practical formats, or need to retain access to information of lasting value and in long-term demand by the community.

Manuscripts, Rare Books, and Archival Material **8.10**

The Library generally does not attempt to purchase or collect manuscripts or rare books. Patrons who wish to donate such materials are referred to an appropriate library or institution.

The Central Resource Library sometimes collects and solicits archival materials relating to local history. This is done primarily for the purpose of digitizing or microfilming the sources.

Printed Music **8.11**

The Library does not maintain a collection of sheet music for circulation. Music published in books is purchased, cataloged and shelved in the regular nonfiction collection.

Computer Software and Video Games **8.12**

Occasionally, software is included with a printed monograph. This software is cataloged, processed, and shelved with the monograph.

Video Games are added to the collection for popular platforms. These games are purchased with the intention of being available to all ages.

Large Print **8.13**

The Library provides large print books.

eResources **8.14**

eResources are acquired or leased to address specific subject areas of the collection and to meet specific service roles and emphases. They include indexing systems, full-text databases, eBooks, eAudiobooks, eMagazines, streaming video, eMusic and other interactive digital products. In addition, collections may be digitized or obtained in digital format when their content is relevant to Johnson County. Specifically, all materials published by the County are eligible for inclusion.

Realia **8.15**

Realia, defined as a three-dimensional artifact or a naturally occurring entity, is not usually

acquired under Collection Development. For example, the Library does not acquire objects such as sculptures, globes, board games, seashells, or hand weaving for circulation. The Library does circulate collections of realia to support outreach and programming functions. For example, Arduino kits are currently available to our patrons.

**POLICIES BY
SUBJECT OF
MATERIAL**

Fiction 9.1

The Library provides a wide range of fiction including standard and contemporary works of cultural and literary significance and recreational reading materials for patrons of differing tastes, interests, purposes, and reading skills.

Titles are judged on individual merit. No attempt is made to collect the complete works of authors unless they are prominent and highly respected or the author is exceptionally popular among library patrons.

The works of experimental authors, while often controversial, are considered for purchase as they reflect new trends and styles of expression.

~~*Books written with the Kansas City metropolitan area as a setting are usually purchased.*~~

**Non-English
Language Materials 9.2**

The Library collects non-English language materials in a variety of formats for children, youth, and adults when demographic data indicate that the collection in that language would have sustained use and justify space and budget allocations. These collections serve the needs of members of the community who are proficient in non-English languages or who are studying non-English languages. Collections in non-English language materials are selected to reflect the nationalities, academic and cultural interests of the population served.

The Library purchases dictionaries, grammars,

and self-instruction materials for languages of interest to users of the Library. Audio materials and databases are purchased as an additional aid to learning a non-English language. These include grammars, pronunciation drills, and exercises in the use of the language. Materials in various formats are also purchased to assist in learning English as a secondary language by speakers of other languages.

Non-English language feature films are purchased to provide entertainment and, cultural enrichment. Periodicals in foreign languages are purchased selectively based on need.

Patrons have access to materials in foreign languages through some of the Library's online databases and through interlibrary loan services.

Medicine and Related Fields

9.3

The primary focus in medicine is consumer health information. Persons needing technical and professional materials beyond the scope of the collection are referred to area medical libraries.

The Library recognizes that there are readers who, though not medical practitioners or students, are interested in medicine and related subjects. The Library supplies these general readers with reliable, current works on such topics as first aid, hygiene, public health, common diseases, prenatal and maternal care, infant care, food, diet and nutrition, physical fitness, mental health, nursing, geriatrics, alternative medicine, substance abuse, and medical history and biography.

Law

9.4

Local, state and federal codes and statutes are available as appropriate. The Library provides a collection of standard and popular books for the general reader on such subjects as jurisprudence, history of the law, legal rights of citizens, legal ethics, jury duty, wills, marriage and divorce, patents, copyrights, corporation law, and criminal law. Emphasis is placed on United States practices. Dictionaries, encyclopedias, and phrase books which are useful in general

reference are purchased.

Human Sexuality 9.5

It is part of the function of the Library to provide, in adequate quantity for lay readers, general books on sex which are well-balanced, authoritative, and current. Materials are provided which are adapted to several levels of educational background and reading ability, as well as to differing social and religious beliefs. These materials may be illustrated. The objective of such material should be instruction rather than the stimulation of prurient interest.

Materials selected for the youth collection will explain the processes of human and animal reproduction and growth in a clear, informative manner.

The Library acquires a range of materials on and about sexuality. Materials which are legally obscene are not considered for inclusion in the Library's collection.

Semi and Pseudo-Scientific Materials 9.6

The Library purchases titles in the area of the pseudo-sciences such as astrology, numerology, phrenology, palmistry, channeling, and pyramid power, because of their timeliness or because of a great degree of current interest in them. Questionable scientific, health, and borderline materials which do not meet general selection criteria may be purchased to meet demand.

Religion 9.7

Religious materials are purchased for the lay person. Materials include, but are not limited to:

- Sacred books of major faiths, including important versions of the Bible
- Doctrines and histories of major religions and denominations with emphasis on those found in the United States
- Commentaries and concordances
- Practical aspects of church administration

written for the layman

- Agnosticism and atheism
- New trends, ideas, and movements in religion
- Inspirational books
- Lives of religious figures in major faiths
- Collections of prayers
- Books of devotion and meditation
- Mythology
- Comparative religions

Professional Library Materials 9.8

The Library maintains a circulating collection of library and Information science materials with an emphasis on public library service.

Small Press Materials 9.9

The Library collects publications of small and alternative presses if materials meet general selection criteria.

Local Authors And Local and Kansas History 9.10

The Library acknowledges a particular interest in local, county, and state history. As materials are selected for circulating and reference collections systemwide, the Library takes a broad view of works by and about Kansas authors as well as general works relating to the state of Kansas. However, the Library is not under obligation to add to its collection everything about Kansas or produced by authors, printers, or publishers with Kansas connections.

Books by local authors may be accepted as gifts or may be purchased if they meet general selection guidelines. The library maintains a representative, not a complete, collection of locally written materials.

JCL and the Johnson County Genealogical Society work together to build a genealogy collection that provides the bibliographic tools and materials essential to basic genealogical research. It is a highly selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere. The genealogy collection serves students of all levels, local and regional historians, interested citizens and hobby enthusiasts, and genealogists researching Johnson Countians. It is a non-circulating collection. The print collection is maintained at the Central Resource Library, and digital resources extend access to genealogy tools in the branches.

The Library staff and the Johnson County Genealogical Society work cooperatively to see that materials either purchased by or donated to either group meet the following criteria:

- Very expensive or little used genealogical materials already available in the area are not purchased.
- Geographical considerations:
 - The Library attempts to acquire all materials of genealogical interest which pertain to Johnson County.
 - Genealogical materials from the state of Kansas receive major emphasis. Genealogical materials from the East, with particular emphasis on the states which had the most influence on the settling of Kansas (the original 13 colonies, Kentucky, Tennessee, Ohio, Illinois, and Missouri) are collected.
- Types of materials acquired:
 - Handbooks which explain genealogical principles and procedures
 - Directories and guides to locations of North American records
 - Census records, territorial, state,

and federal, and their indexes if available

- Immigration and passenger lists
 - Marriage records
 - Will books
 - Cemetery indexes
 - Military records
 - Selected city directories
 - Selected indexes, bibliographies, and reference sources
 - American genealogical periodicals
- Family histories, unless of prominent Johnson Countians or Kansans, are not purchased. Donations of family histories are accepted if judged of value by the Library staff and the Johnson County Genealogical Society members.
 - Standard reference works on heraldry are acquired to serve the lay person. Highly technical works on heraldry are excluded unless they contain a large number of names.
 - Materials in a variety of media and formats are acquired if they meet the criteria for selection.
 - Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff.

Regional Reference 9.12

The purpose of the Johnson County Regional Reference Collection is to collect, retain, organize, and make available the documentation of Johnson County and its environs--past, present and future. Materials are collected which emphasize Johnson County and its place in the region. Subjects generally fall into one of two categories relating to Johnson County: Local History or Urban Reference (items of current interest and significance.)

Local History 9.12.1

Items of historical significance are acquired, and emphasis is also given to the acquisition of

materials which contribute to the knowledge of the past and present social, civic educational, religious, economic, and cultural life.

Whenever possible the Library will attempt to obtain and retain one non-circulating copy of all printed items (fiction and nonfiction) contributing to the knowledge of the history of Johnson County, past and present.

The Library endeavors to acquire all significant works of recorded knowledge in the area of the history of Johnson County.

Areas which receive special emphasis for the development of the Local History Collection include:

- Information about landmarks
- Histories of counties in Kansas and Missouri that are adjacent to Johnson County
- Information about the westward expansion as it relates to Johnson County
- Information about local flora and fauna, land forms, climatic conditions, and other subjects of a biological and/or scientific nature relating to the area
- Information about the Santa Fe Trail, the Oregon Trail, and the California Trail
- Information about local pioneer days in Kansas and Missouri
- Information about the Civil War as it pertains to the history of the area
- Selected maps and atlases emphasizing Kansas and Johnson County and the Kansas City metropolitan area
- Information about local civic organizations

- Yearbooks of schools and institutions of higher learning in the Johnson County area

Local sources such as community newspapers will be indexed to provide access to information about Johnson County.

Although very limited, efforts will be made to secure out-of-print materials when appropriate.

Items found in the Johnson County Regional Reference Collection may be duplicated throughout the library when appropriate.

Urban Reference

9.12.2

Current information and documents on governmental operations and activities in Johnson County are also included in the Regional Reference Collection. This provides current governmental regulations and legislation pertaining to the local area, planning programs of the various government agencies, and various official documents from municipalities and the County.

The collection serves the needs of historians, tracing the economic and physical development of Johnson County.

It also serves the general public, citizen activists, student researchers, businesses involved in development within the County, representatives of governmental agencies, and organizations that contribute to the development of the collection such as regional planning agencies or government advisory groups.

Materials acquired are generally limited to documents of and about the governments of Johnson County and their various agencies and sub-agencies. It contains supportive materials and documents relating to the Kansas City metropolitan area.

The Regional Reference Collection includes the following materials:

- Local ordinances
- Local planning documents
- Departmental publications which are important to the planning processes and development of the County
- Background materials used in local government planning operations
- Documents for all levels of government
- Publications from quasi-governmental organizations and agencies such as regional economic councils
- Publications from data-gathering or data publishing organizations, agencies, or consultant groups
- Publications from chambers of commerce and/or tourism bureaus
- Maps of interest to urban planners

The general subject of urban affairs is supported by materials in the general reference collection and circulating collection at the Central Resource Library.

Business

9.13

The business collection is designed to serve the current and future information needs of Johnson County businesses and government agencies. It is not intended to support academic research in business nor is it intended to supplant the curriculum materials used by business students, although some materials in the collection will be useful in both of these areas.

The collection focuses on serving personal investors, small business owners, entrepreneurs, and patrons seeking career exploration and planning. The kinds of materials collected to support business include, but are not limited to:

- Information on specific companies and industries, with an emphasis on local companies and industries
- Market research data focusing on the metropolitan area and the broader region but including national and international data as well
- Applied business information
- Information on:
 - Marketing methods
 - Personnel management
 - Tax management and accounting
 - Real estate and insurance issues
 - Data on financial market performance and guides to investment management
 - Data on and overviews of international business
 - Guides to starting and operating small businesses
 - Information on careers, particularly mid-life career change
- Some of this information is available only from sources not typically tapped by the Library:
 - Trade and professional associations
 - Government and non-profit agencies
 - Newsletter services and similar agencies

The collection does not support formal business

curriculum by purchasing textbooks and reading list materials, but it does endeavor generally to provide information on topics of interest to the business community.

Historical materials are maintained only when they have practical value and community demand. They are not actively sought out and acquired.

Providing business resources digitally is an increasing emphasis, as resources allow, providing greater access for patrons.

GIFTS

10.0

The Library is pleased to accept gifts of materials or money for the purchase of library materials with the understanding that general selection criteria will determine whether or not an item is added to the collection.

Gifts from Library patrons are to be acknowledged in a timely fashion.

Gifts that are not added to the collections are given to the Friends of the Johnson County Library. The Library does not place a monetary value on book donations. The Friends of the Johnson County Library provides Book Donation forms for patrons who wish to fill them out themselves.

Although the practice will be discouraged because the information may not remain accurate, requests are honored from groups donating materials to have a contact person, phone number, or address listed on the bookplate.

Invoiced unsolicited materials received by the Library are not acknowledged, returned, or paid for.

All donations of materials to the Library that are accepted become the property of the Library. The Library has the authority to place an item wherever the Library determines, to remove or relocate an item whenever the Library determines

and to sell or otherwise dispose of a removed or rejected item.

All gifts and other unsolicited items from whatever source are subject to the provisions of this policy.

**REQUEST FOR
RECONSIDERATION
OF LIBRARY
MATERIALS** **11.0**

Recognizing that a materials selection policy can result in comments from the public at large who may not agree with the reasons why certain items have been included, in the collection, the Library has developed the following procedures to process a patron's concerns:

- When a patron initiates a request for reconsideration of library materials, staff gives him/her a "Request for Reconsideration of Library Materials" form to fill out.
- Within 20 days after the form is submitted to the Library, the Collection Development Manager (CDM) will respond in writing to the patron setting forth the decision on the request.
- If the patron is not satisfied with the decision of the CDM, then the patron may have such decision reviewed by filing a written appeal with the CDM within 10 days after the date of the CDM's written response. Within 20 days after an appeal is filed, it shall be heard, with the patron invited to attend, by a committee composed of the CDM, the Associate Director of Systemwide Services, and the Deputy County Librarian. The committee shall notify the patron of its decision within 10 calendar days after its meeting.

If the patron is not satisfied with the decision of the Committee, then the patron may request in writing for the County Librarian to review the Committee's decision and the patron shall be notified of the decision of the County Librarian within 20 days after the patron has filed the request for review. If the patron is not satisfied with the decision of the County Librarian, then the patron may request in writing that the Library

Board review the decision. The patron shall be present in person when the Library Board reviews the request. The decision of the Board will be final.

The only issue to be considered by the Committee, the County Librarian, and the Board is whether the Collection Development Policy has been followed with respect to the item.

The form on the following page will be made available.

JOHNSON COUNTY
KANSAS
Library

Request for Reconsideration of Library Materials

Title _____

Author (if appropriate) _____

Request initiated by _____

Telephone _____ Address _____

City _____ Zip _____

Library _____ Date _____

If the item is already in the collection, please answer the following questions:

1. To what in the item do you object? (Please be specific)

2. Did you read or view the entire item? If not, which portion did you read or view?

Within 20 days after this form is submitted, the Collection Development Manager will respond in writing to you regarding your request.

APPENDIX

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-10

SECTION: Library Documents

SUBJECT: LIBRARY BILL OF RIGHTS

SUMMARY

This statement, authored by the American Library Association, is the basis of the Johnson County Library's ethical stance regarding collections and patron's rights.

Effective Date:

Reaffirmed September 13, 2012

Reviewed:

October 18, 2018

October 22, 2020

LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

Basic policy

Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

Represents All Views

Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

Censorship

Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

Alliances

Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

Right to Use

A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

Exhibit and Meeting Space

Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Right to Privacy and Confidentiality

All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

October 22, 2020

ARM 10-20-10

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

SUMMARY

The Library Board's adoption of this document illustrates its endorsement of intellectual freedom. This document is frequently used as background material in explaining to patrons the principles of intellectual freedom. The document also is an underpinning for the Collection Development Policy. History of the document and other endorsements are included at its conclusion.

Reviewed
Reaffirmed

October 11, 2018
November 8, 2018

THE FREEDOM TO READ

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy; that the ordinary individual by exercising critical judgement, will accept the good and reject the bad. We trust Americans to recognize recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

Librarian
Responsibility

We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

Constitutional
Guarantee

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

Affirmation of
Propositions

We therefore affirm these propositions:

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

but why we believe it.

Non-
Endorsement

2. Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

Content
Independent of
Authorship

3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

Freedom of
Choice

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

Subjective
Labeling

5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

Responsibility
to Contest
Encroachments

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

Responsibility
to Provide
Diversity

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

Conclusion

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-20-30

SECTION: Library Documents

SUBJECT: FREEDOM TO READ

enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

History

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, June 30, 2004, by the ALA Council and the AAP Freedom to Read Committee.

Authorship

A Joint Statement by: American Library Association and Association of American Publishers

**Subsequent
Endorsements**

The Association of American University Presses,
Inc. Freedom to Read Foundation National
Association of College Stores
The Thomas Jefferson Center for the Protection of
Free Expression

November 8, 2018

ARM 10-20-30 END

Right to Use

A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

Exhibit and Meeting Space

Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Right to Privacy and Confidentiality

All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

October 22, 2020

ARM 10-20-10

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-20-31

SECTION: Library Documents

SUBJECT: FREEDOM TO VIEW

SUMMARY

This document was adopted by the Library Board along with the Freedom to Read document. These documents are frequently used as background material in explaining to patrons the rationale for intellectual freedom principles upheld by the Library Board. This document also appears in the Collection Development Policy. History of the document and other endorsements are included at its conclusion.

Effective Date:

Reaffirmed: September 13, 2012
August 22, 2016
October 11, 2018
October 22, 2020

THE FREEDOM TO VIEW

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore, these principles are affirmed:

1. To provide the broadest possible access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to

View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989. Endorsed by the American Library Association Council, January 10, 1990.

SUMMARY

This document was adopted by the Library Board along with the Freedom to Read document. These documents are frequently used as background material in explaining to patrons the rationale for intellectual freedom principles upheld by the Library Board. This document also appears in the Collection Development Policy. History of the document and other endorsements are included at its conclusion.

October 20, 2020

ARM 10-20-31 End

**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

November 12, 2020

Online via Zoom

4:00 p.m.

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

BOARD ATTORNEY: Andrew Logan, Fred Logan

BOCC: Absent

STAFF: Abby Giersch, Adam Wathen, Ben Sunds, Christopher Leitch, Dave Vratny, Elissa Andre, Georgia Sizemore, Jennifer Mahnken, Joseph Keehn, Juan Lopez-Tamez, Ken Kleffner, Lynn Smith, Melanie Fuemmeler, Michaela Scruggs, Nancy Birmingham, Scott Sime, Sean Casserley, Steph Neu, Stephanie Stollsteimer, Tina Pederson, Tricia Suellentrop

GUESTS: John Halliday, Julianne Jacques

Board Chair Amy Ruo called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS:

There were none.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS

Ms. Ruo remarked that she recently attended the Library's *Past is Prologue* event and it was wonderful.

FRIENDS OF THE LIBRARY:

Friends member, Julianne Jacques shared the following written report with the Board:

CENTRAL STORE CLOSED

Friends Central Bookstore is now permanently closed; our last day of business was Sat 10/10. Friends Bookstore Manager Becky Epperson handled this project beautifully – everything was packed up and moved out well in advance of our 11/1 deadline. Many thanks to the JCL Facilities team for their support!

BOOKMARKS DISTRIBUTED

I hope by now you've received your packet of 2020 Friends Bookmark Design Contest winners. This year our event honored national Friends of Libraries Week, October 18-24. The 2020 contest accepted more than 400 original illustrations in seven age categories from Preschool to Adult. Jurors included Friends of Johnson County Library board members and JCL kid's librarians.

25,000 bookmarks were printed for distribution at Johnson County Library branches to promote our Membership Program and our used book selling operations.

The Friends sorely missed our chance to present winners to the JCL Board in person, and we hope to resume this charming custom in 2021. We are rescheduling the contest away from the very-busy month of April to October, aligning with the aforementioned National Friends of Libraries Month celebration.

INTERNET SALES

We presently have 13 volunteers listing items for sale and 5 volunteers shipping items ordered. Reports for October show over 2,000 orders for gross sales of approximately \$24,000.

Significant sales include:

- | | |
|---|----------|
| - <i>Black Spark, White Fire: Did African Explorers Civilize Ancient Europe?</i> | \$125.00 |
| - <i>Planning, Implementing, and Evaluating Health Promotion Programs: A Primer (7th Edition)</i> | \$108.25 |

PROGRAM SUPPORT

Continuing our broad pattern and long history of Friends support for education and not-for-profit community partners:

- We donated 20 hardcover YA/teen titles for Blue Valley YALC's November book-paper-folding craft project.
- While JCL's in-person book group sessions are on hold, the advance reading copies / uncorrected proofs we once provided to Library staff as giveaways for participants are now donated to incarcerated populations with Johnson County Department of Corrections and Sheriff's Department.
- Nancy Thompson, Christmas Bureau Book Chair, selected approximately 1560 books from unsold inventory at the Central store closure.

INVENTORY MANAGEMENT

Friends are in conversation with Mid-America Library Alliance to transport shipments of inventory from our Pine Ridge Sorting Center to our Antioch and Blue Valley Bookstores. This follows on the announcement of a discontinuation of services from our current service provider – they are switching over to serve Amazon product movement full-time.

This is important to note because we continue to host donation events at our Pine Ridge facility, and volume is picking up – this tells us our community has more to share, in the form of used books. It's more convenient for many to give at their branch, and as soon as we can solve the transport issue, we'll be closer to resuming pick up from branches, post-COVID quarantine issues.

JOHNSON COUNTY LIBRARY FOUNDATION:

Foundation executive director, Stephanie Stollsteimer, shared the following written report with the Library Board:

We'll start with a Library Lets Loose wrap up.

- We have some publicity still working for us!
 - KC Studio Magazine's November/December issue has some fun photos, information and a list of sponsors.
 - The Independent October 31 issue has a full page of our event and we went the archives for great photos! This year was the 5th year anniversary for Library Lets Loose so we pulled memorable photos from the beginning for print.

- Mark your calendar for September 18, 2021 for the next Library Lets Loose!

We are moving into the fourth quarter with plans for year-end giving.

- The Annual Appeal mailing went out November 6! It will land in the mailboxes of 1,800 donors and key partners and that includes you.
- The theme is “nothing gets between us and a good book.”
- Also, mark your calendar for Giving Tuesday, December 1st. That is a great day to make an online gift so we will be active on social media.

As we wrap up 2020, the Foundation’s November board meeting will be held next week.

- We’ll recognize 2 outgoing board members, welcome 2 new board members and vote on a new slate of officers for 2021.
- These community leaders are an inspiration and it is an honor to continue to this Library legacy of community volunteers and support.
- We will have a financial impact statement with the dollars the Foundation was able to secure for Library circulation and programs this year. I’ll have that for you next month.

COUNTY COMMISSIONER REPORT

Mr. Casserley shared that Commissioner Hanzlick is unable to attend due to a conflict with the vote canvass.

BOARD COUNSEL REPORT

Draft Crisis ARM

Mr. Logan provided a brief report on the draft crisis regulation that is being drafted. Last month counsel recommended the Library Board wait until early next year to adopt a new regulation on this topic. There has been much activity across the country in this area, and it may be beneficial to see what other organizations are doing in terms of crisis management regulations.

Mr. Logan advised that the County Librarian and the Library Board currently have broad authority to deal with emergencies. Some of the authority flows from statute and some of it flows from regulations. The purpose of the regulation will be to provide clarity by defining the authority and consolidating everything in one place.

Collection Development Policy

Mr. Logan shared that the Collection Development policy is one of the most important policies adopted by the Board. It’s a broad policy on the acquisition of library books and materials. The Library Board adopts the broad policy, and the librarians acquire the materials pursuant to that policy.

In 1984, the Board of County Commissioners agreed that this would be one area that would be completely exempt from county purchasing policies. Statute 12-1225b, Part 3, says that the Library Board in Johnson County shall follow the purchasing policies and procedures of the Board of County Commissioners except as provided in K.S.A. 12-1225c. K.S.A. 12-1225c deals with the acquisition by purchase, gift, or exchange, books, magazine, papers, printed materials, etc., and other materials and equipment deemed necessary by the Board for the maintenance and extension of modern library service. Essentially, it’s a statutory exemption under purchasing. The acquisition of library materials rests solely with the Library Board and with library staff.

COUNTY LIBRARIAN REPORT

Finance Report

David Vratny, finance director shared that revenues are generally looking good. Some library generated revenues are down due to the closure caused by COVID. Investment income is down a little, which is tied to interest rates being at historic lows.

The Library has expended two-thirds of the budget and will be able to balance the slightly lower than expected revenues by reducing expenditures.

Statistics and 2019 Trends in Human Resources

Adam Wathen, Associate Director for Systemwide Services, presented the core operational trends, a report on reopening trends, and a human resources and volunteer report.

Digital usage has significantly increased over previous years. The physical circulations continue to move upward from the COVID closure. Visitation is still lagging, which may be in part because the Library is limiting several in-building services, the amount of time on computers, and access to seating and meeting rooms.

Individual users checking-out is still below 2019 levels. The physical check-outs are similarly lower. The visitor levels are significantly lower, and we still see a drop of about half of 2019's visitation rates at the branches. Holds continue to pace close to last year's levels. Finally, computer usage has stayed fairly low compared to pre-COVID levels. The Library is restricting the amount of time that people can spend on computers.

Dr. Burke asked how long people are allowed to use the computers.

Mr. Wathen responded patrons are allowed to spend 70 minutes. Pre-COVID there was no time limit. Currently the average session time is 37 minutes.

Mr. Shepard asked what the computer usage is like at the Spring Hill Branch.

Mr. Wathen shared that in October there were 74 computer usage sessions at Spring Hill, about half of the number reported for that location in January 2020.

In response to a follow-up question, Mr. Wathen shared that the Library can track the time of day computers are most in use. A waiting system is in place for patrons if computers are all in use. This system hasn't been needed since the COVID restrictions were put in place. Patrons have never come into the libraries to find computers were not available as needed.

Mr. Wathen shared the Human Resources (HR) report. The data was prepared by Tamiko House and Kristen Cunningham from the human resources department. The Library has a memorandum of understanding with the county human resources department that provides us with human resources support. HR has been extremely active this year helping the Library manage the impact of COVID-19, including the furloughing and return of staff, implementing additional leave options through the CARES Act, and the continued management of staff who are affected by COVID.

The first trend showed the number of employees that the Library has in full-time, part-time benefited and part-time non-benefited categories over the last three years. The data shows an increase in the number of staff from 2017 to 2018, with the addition of the Monticello branch and the Lenexa City Center Branch. In 2020, there was a reduction in staff due to a hiring freeze that began last March.

The second chart compared female to male workforce with that of the county. Library staff skews heavily female in comparison, and this is true in libraries across the country. The county government's breakdown accurately reflects the community demographic of Johnson County, which is 48.8% male and 51.2% female.

The third trend shows ethnic origin breakdown of the library compared with Johnson County government. The Library has a higher percentage of white workers than the county with 88.4% of staff, versus 82.4% of county staff being white. The county did recently hire a talent and diversity specialist whose job is to increase diversity and inclusion in hiring practice by implementing best practices across the county.

Mr. Wathen shared the number of employees hired in each year. A large number of employees were hired in 2018 for Monticello and Lenexa City Center Libraries. Many of these hires were internal, which opened other positions in the library. As of October 2020, the Library has hired 16 people.

Mr. Wathen shared statistics about volunteer labor. Volunteers at the library are coordinated out of the development office by Amber Bourek-Slater.

The first chart showed the number of volunteers, which has increased from year to year from 2017 through 2019. We anticipate the 2020 numbers will be significantly down with the reduction of service lines and hours.

The final page of statistics showed the full-time staff equivalent, or FTE, of volunteer hours. The Library receives approximately 24 full-time staff's worth of support from volunteers annually, equating to about \$1.3 million of value annually.

COMPREHENSIVE LIBRARY MASTER PLAN

Central Staff Space Consolidation (CSSC)

Project coordinator Scott Sime reported for the CSSC team. The core team has been working on finishing details and on data and audiovisual systems.

Mr. Sime presented a fly-through video of the spaces that shows the spirit of the spaces. Mr. Sime shared some of the spaces have been given a biophilic design concept – used within the building industry to increase occupant connectivity to the natural environment.

Mr. Sime shared the next steps related to the guaranteed maximum price timeline. In December, the design drawings will be completed and go out to bid. In January, the bid opening will happen, and the team also anticipates a special Library Board meeting in late January to review and approve the contract. In February, the contract will go to the Public Building Commission for action.

The team is also working to get temporary locations ready to receive staff and storage for construction. Support staff will move out of Central toward the end of the year into a variety of Library branches. The Library will not be using Lackman for this purpose. Moving staff into other locations frees up Lackman for the Library Board's decision regarding the future of that building.

Antioch Replacement

The Library is working with the City of Merriam to install a "coming soon" sign on the space of the future Library in Merriam. The team anticipates going out for a Request for Proposal for architectural services before the end of the year.

Overall Timeline

Mr. Sime shared the overall timeline.

UPDATES

Reopening Team Report

Jennifer Mahnken, Associate Director of Branch Services introduced Nancy Birmingham, reopening team project lead.

Ms. Birmingham shared the reopening team follows the CDC guidelines, county and state directives, and continue to concentrate on meeting state and county social distancing protocols. The Library follows the county's guidance in cleaning the libraries.

Ms. Birmingham shared updated guidelines from the CDC, which has recently updated its definition of close contact. Face masks are still the most powerful weapon against the disease. In October, the BOCC upheld the governor's mask mandate and we do require mask-wearing in library buildings.

Ms. Birmingham provided recent hiring numbers. 29 staff have been hired in the last two months. Vacancies continue to occur as different staff need to quarantine. Staff continue to step up and be flexible, jumping in where needed at the various buildings.

Our new curbside service is available at Corinth, Leawood, and Gardner and in August, we served 494 patrons, between the three buildings. Usage for the service continues to grow.

The reopening team formed in April, their current areas of focus are expanding hours of operation, expanding computer usage and how to safely use meeting rooms. We have continued the practice of quarantining items for a minimum of 72 hours upon return at the library.

Ms. Griffith asked if curbside service will be expanded to more branches.

Ms. Mahnken replied that it is being considered, but there are no current plans to expand. This is due to staffing. It is something the team will continue to explore.

Mr. Sims asked if the Library would be at 100% staffing and able to support full hours without COVID vacancies.

Ms. Mahnken replied that we are not quite at 100%, and the wildcard has been staff who have to quarantine. It's unpredictable.

Summer Reading

Melanie Fuemmeler, School Age Coordinator introduced the Summer Reading leadership team of Megan Condon, Christin Devonshire, Robin Davin, Shannon G., Christina Larkins, Jennifer Reeves and Angel Tucker. In January, the team was planning for an in-person summer reading program. In March, it became clear that due to COVID they would have to re-think and re-design the program. They used a collaborative three step process and thought through all of the different summer reading programs that were supposed to happen at the 14 branches. They developed a tiered approach to determining which programs would move online.

Ms. Fuemmeler shared many of the programs that moved online. Charlie Mylie and Priscilla Howe brought forth their live story telling expertise and talents. Daniel Schwabauer and Hyjung Kook lead workshops which were packaged with the Library's summer writing contest. There were several concerts, including Mr. Stinky Feet and Tonks and the Aurors. We also held hosted programs by Science Tellers and Young Rembrandts.

The Library was able to give nearly 10,000 books to 21 organizations. This is significant because the organizations that received books serve many families who would not be able to attend a giveaway at a Library branch. While the numbers for books given away were lower than for a typical year, every effort was made to maximize impact by serving under-served communities.

The summer reading theme for 2021 will be Tales and Tails. Ms. Fuemmeler shared the selected artwork by Il Sung Na. The keynote speaker will be Kwame Alexander who will join us live for a reading of his books.

Library board members thanked Ms. Fuemmeler and the summer reading committee for their ingenuity and good work.

Online programming

Joseph Keehn, event and program coordinator presented. This year the Library began to offer programs online. To date, we have held over 300 programs virtually and have reached nearly 14,000 in attendance live.

The Library plans to continue to offer online programs throughout the fall and has developed priority areas around elections, race relations, career development, and personal finance. Book clubs for youth have returned and book groups for adults debuted this fall. A new history program series has been added, as well as online debate watch parties. We have also reimagined large events - elementia, the annual writer's conference and women and money – to be online offerings.

The Library started online programming in April. Previously we had very little to no experience with programming virtually. Since April, the Library has been offering story times Monday through Friday at 10:00 a.m. and two evening story times, one being bilingual. As traditional book groups would not translate as easily to the Facebook Live platform, we began to offer book parties on new titles and genres.

Our maker space facilitators have created, presented or moderated online programs. Monthly programs include intro coding and maintain your ride, which is a partnership program with BikeWalk KC. Makers have also offered 3D modeling and weekly *Ask A Maker* programs.

elementia also successfully moved to a virtual platform this year. elementia is led by the teen editorial and design team. It's for teens by teens. Poet Rudy Francesco delivered an inspiring keynote. 92 attended this virtual experience.

At the height of the national response to the death of George Floyd this summer Kansas representative, Sharice Davids and many local organizations and businesses reached out to the Library to find out how to support, promote and get involved with Race Project KC. All Race Project KC workshops and the annual student symposium will move online this school year. The Race Project team is growing to include adult and youth service staff. As of today, we have 11 schools signed up to participate.

Mr. Keehn shared that in order to provide such robust and diverse offerings, it takes stamina, hard work, a willingness to try something unfamiliar. Over 75 staff members have contributed to the Library's online presence. He thanked them for being vulnerable, showing humility and continuing to do the work during these uncertain times.

Ms. Ruo and Dr. Burke complimented staff on their ability to innovate and develop a rich variety of programs.

Lackman schedule

Mr. Casserley shared that the Lackman schedule is being adjusted in consideration of three new commissioners. We will work to meet with the full Commission in the first quarter of the year to share the proposal of moving the Friends of the Library into the Lackman location.

Election ballot boxes

In collaboration with the Elections Office and Sheriff's Department, six Library branches hosted ballot drop boxes for the election. It was a great success. The only minor issue occurred the first day when a box was filled. Elections quickly adjusted their schedule to empty them twice a day, which resolved the issue.

Mr. Casserley shared this was a successful partnership and the Library was pleased to be able to provide this service to the community.

CONSENT AGENDA

Minutes of the November 10, 2020 Library Board Meeting

Motion: Wayne Burke moved to approve the consent agenda.

Second: David Sims

Motion approved unanimously

NEW BUSINESS

Consideration of approval of the contract for the Corinth Condensing Units

Mr. Casserley stated the condensing units at the Corinth location are at the end of their expected life and we are having issues often. The condensers are leaking which requires extra attention, time, and money. The existing equipment is no longer able to keep the building adequately cooled when the outside temperature is very hot. If the equipment were to fail during the summer, an emergency closure would be needed. Because of the location of the equipment and the space required for staging of machinery, equipment, crews, and materials, we are also recommending building closure for a brief period of time – once a timeline has been set for the work, we will bring back a motion for temporary closure. This is roughly anticipated to be less than a week in February or March 2021.

Motion: Brandy Butcher moved to Authorize a contract with AAIM Services, LLC for a total amount not to exceed \$228,000.00 for replacement of condensing units at the Corinth Library, per Invitation for Bid (IFB) No. 2020-068.

Second: David Sims

Motion approved unanimously

EXECUTIVE SESSION: Audit Report

Motion: Bethany Griffith moved, pursuant to K.S.A. 2017 Supp. 75-4319(b)(12), that the Board of Directors recess into executive session for a period of 15 minutes for the following reason:

To hear a report on the Information Technology systems of the Johnson County Library and on the security of those systems. The purpose of the executive session is to protect the security measures taken to preserve those systems.

Those attending the executive session shall include members of the Board of Directors, County Librarian Sean Casserley, Johnson County Library counsel Fred Logan and Andrew Logan, members of the Johnson County information technology and audit staff who have conducted a review of the Library's information technology and cybersecurity systems, and other Library staff members designated by the County Librarian.

The Board will reconvene in this meeting room at 5:56 p.m.

Second: Fabian Shepard

Motion approved unanimously

The Library Board returned to open session at 5:56 p.m. No action was taken during the executive session.

EXECUTIVE SESSION: Personnel Review

Motion: Bethany Griffith moved, pursuant to K.S.A. 2017 Supp. 75-4319((b)(1), that the Board of Directors of the Johnson County Library recess into executive session for a period of 30 minutes to discuss personnel matters of non-elected personnel. The subject of the discussion during the executive session will be the performance appraisal of the County Librarian.

Those attending the executive session shall include members of the Board of Directors of the Johnson County Library and County Librarian Sean Casserley.

The Board will reconvene in this meeting room at 6:29 p.m.

Second: Fabian Shepard

The Library Board returned to open session at 6:29 p.m. No action was taken during the executive session.

ADJOURNMENT

Motion: Fabian Shepard moved to adjourn the Library Board meeting

Second: Wayne Burke

Motion approved unanimously

Meeting adjourned at 6:31 p.m.

SECRETARY _____
Bethany Griffith

CHAIR _____
Amy Ruoh

SIGNED _____
Sean Casserley

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 10, 2020
Re: **Annual renewal of Memoranda of Understanding (MOUs)**

Issue: The Johnson County Library Board of Directors annually reviews memoranda of understanding the Library holds with partner organizations.

Background:

The purpose of memoranda of understanding is to clearly define how the Library and partner organizations will work together to provide programs and services.

Analysis:

The MOUs included in the consent agenda represent successful agreements that have been in place for multiple years. No significant changes have been made to the following MOUs renewing for 2021:

- AARP
- The Arts Asylum
- BikeWalk KC
- Department of Corrections
- Department of Technology & Innovation – Automated Information Mapping System
- DeSoto Parents as Teachers
- Friends of the Library
- Growing Futures Early Education Center
- Inter Urban Art House
- Johnson County Library Foundation
- Kansas City Artists Coalition
- Lenexa City Center
- Overland Park Community Garden
- Johnson County Community College Adult Education
- City of Edgerton

Alternatives:

The Library Board of Directors can request to remove an MOU from the consent agenda for further discussion.

Attachment(s): MOUs between Johnson County Library and the listed partner organizations

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 and AARP Kansas Tax-Aide.

Tax Year 2020 (February 1 – April 15, 2021)

Training:

- Johnson County Library (JCL) will provide meeting space, if needed, for the training of KS Tax-Aide (AARP) volunteers at the Oak Park Library in the Large Meeting Room. This training will take place primarily in December of 2020 and January of 2021.

Tax Preparation:

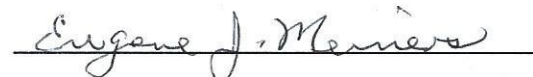
- Johnson County Library will provide one room, the Large Meeting Room (capacity of 60), at the Oak Park Library (9500 Bluejacket Street, Overland Park). The room will be used exclusively by the AARP volunteers from December 1st, 2020 until April 22nd, 2021.
- JCL will furnish an internet connection, wire or wireless, to which an AARP router can be connected.
- AARP will provide services by appointment only at the Oak Park Library.
- AARP will provide all the hardware and software needed to prepare taxes.
- AARP will provide all the safety and personal protective equipment (e.g. masks, hand sanitizer and anti-bacterial wipes) required by AARP to keep the volunteers and clients safe.
- JCL will provide key card access for volunteers to the Oak Park Library, as well as tables and chairs.

Communication:

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

End of Year Celebration:

- JCL will provide the Oak Park Large Meeting Room with chairs and tables to hold the AARP Tax-Aide end-of-the-year celebration from Noon - 5:00 PM on April 19th, 2021. AARP will provide any laptop needed, treats and consumables used for the event. JCL staff will reserve the room and set up the A-V technology.


Eugene Meiners, District 27 Coordinator
gmeiners@everestkc.net
AARP Tax Aide Representative
10/24/2020
Date

Sean Casserley, County Librarian
Johnson County Library

Date

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

This MOU is intended to document the relationship between the Johnson County Library System and The Arts Asylum. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2020 and future contingencies that will remain in effect through early 2021, all or part of the following agreement components will be postponed until further notice.)**

**The Arts Asylum Annex Gallery at Antioch Library
January 2021 – December 2021**

Exhibition Space:

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

Exhibitions:

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

Communication:

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

Program/Training:

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

Korey Childs, Artistic Director

Sean Casserley, County Librarian

The Arts Asylum Representative

County Librarian

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

This MOU is intended to document the relationship between the Johnson County Library (JCL) and BikeWalkKC in support of our mutual efforts to provide access to ideas, information, experiences and materials that support and enrich people's lives and to improve the health and well-being of the Johnson County library patrons. Specifically, this MOU highlights the 2021 bicycle educational program offerings.

Johnson County Library Responsibilities

- Provide space for bicycle education classes at the Central Resource Library or online if necessary
- Promotion of programming
- Provide sponsorship fee of \$200/class

BikeWalkKC Responsibilities

- Host monthly bike programs either in front of the Fix-It Stand at the Central Resource Library or host the program as an online workshop.
 - Topics: Maintain Your Ride, Confident City Cycling, Cold Weather Commuting and related informational sessions
- Provide instructors, equipment and curriculum for education classes
- Provide language and marketing material for promotion
- Manage registration and communication with attendees
- Provide invoices for classes hosted

Total Sponsorship Value: \$200/class

About BikeWalkKC

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

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



Laura Steele
Director of Education,
BikeWalkKC

Sean Casserly
County Librarian,
Johnson County Library

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”), made in Olathe, Johnson County, Kansas, and entered into this 1st day of January, 2021 (the “Effective Date”), by and between the Johnson County, Kansas Department of Corrections (hereinafter “Corrections”), and the Johnson County Library, with offices located at 9875 W 87th Street, Overland Park, KS 66212 (hereinafter “Provider”), each hereinafter “Party”, or collectively “Parties”.

WITNESSETH:

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

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

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

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

ARTICLE I **Purpose**

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

ARTICLE II **Nature and Scope of Services**

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

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

ARTICLE III

Term

3.1 Term. The term of this MOA shall commence with the Effective Date hereof and shall remain in full force and effect until December 31, 2021, or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

ARTICLE IV

Coordination of Services Provided

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

ARTICLE V

Liability

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

ARTICLE VI

Assignment and Subcontracting

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

obligations under the terms of this MOA.

6.2 Subcontracting. It is understood and acknowledged by the Parties that should Provider intend to subcontract some services required hereunder, Provider agrees to obtain prior written consent from Corrections of any such subcontracting relationships, and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of Provider and not Corrections, and Provider shall remain fully liable to Corrections for the proper discharge of all the services required hereunder regardless of by whom they are performed.

ARTICLE VII **Agreement Status**

7.1 Agreement Status. In connection with this MOA, each Party is considered an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose.

ARTICLE VIII **Amendment**

8.1 Amendment. This MOA may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the Parties hereto.

ARTICLE IX **Notices**

9.1 Notices. Any notices, bills, invoices, reports, payment of correspondence required or permitted by or from one Party to the other under this MOA shall be made in writing, delivered personally, or by mail, postage prepaid to the following addresses, or other location as either Party may from time to time designate:

Corrections: Johnson County Department of Corrections
 588 E. Santa Fe, Suite 3000
 Olathe, KS 66061

Provider: Johnson County Library
 9875 W 87th Street
 Overland Park, KS 66212

ARTICLE X
Waiver of Breach

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

ARTICLE XI
Governing Law; Venue

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

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

ARTICLE XII
General Provisions

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

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

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

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

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

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

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

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

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

ARTICLE XIII
Severability

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

ARTICLE XIV
Entire Agreement

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

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

Provider

By: _____
Sean Casserley
County Librarian

Corrections

By: Robert A. Sullivan Jr.
Robert A. Sullivan Jr.
Director

EXHIBIT A

[Scope, location(s), Protocols]

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

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

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

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

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

Collection Procedure

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

Johnson County Library Data/Analytics

Memorandum of Understanding ("MOU")

The following MOU represents an arrangement between Johnson County Department of Technology & Innovation - Automated Information Mapping System ("DTI-AIMS") and Johnson County Library ("JCL"). The MOU establishes terms and conditions relative to service rates, duration, billing and project review. AIMS will provide services to JCL for data development, GIS analysis and application development and support.

I. General Terms and Conditions

a. Hours and rates

DTI-AIMS will provide services for data development, GIS analysis, and data analytics to JCL in an amount not to exceed 500 hours annually. Any use of the services listed above must be approved by the JCL AIMS Coordinator. The hourly rates are as follows:

- Data analytics hours will be charged at a rate of \$50 per hour
- DTI-AIMS will not charge for project administration.

b. Length of Agreement

This MOU will be in effect for a term of one year, beginning in January of 2021 and re-evaluated for renewal in December of 2021.

c. Billing and Review Terms

Under this MOU, DTI-AIMS will provide quarterly, itemized billing for all hours completed in the prior quarter along with a status review of work completed. Both parties may agree to revise work hours on a per project basis.

II. Roles and Responsibilities

a. JCL- JCL will act as the project manager and schedule quarterly or as needed status update meetings to review and prioritize work to be completed.

b. DTI-AIMS- DTI-AIMS will provide an itemized list of work completed for each quarter. DTI- AIMS will attend status meetings and clarify the estimated number of work hours for the subsequent quarter.

III. Termination/Modification

This agreement will remain in effect for a term of one year. This agreement can be modified at any time by mutual written agreement between DTI-AIMS and JCL to reflect changes in business requirements. Quarterly review of projects may result in the increase of contracted hours.

IV. Data and Services

Data

JCL will have full and open access to all DTI-AIMS data that is identified as necessary to meet the business needs of JCL. JCL may pay additional licensing fees for any new data sets or access that is deemed necessary for marketing or analytics. Access to 3rd party services or data acquisition will be charged their full cost, this can include training JCL staff to use said services (e.g.

ArcGISOnline, ESRI Community Analyst, Experian, etc.). An invoice for data and services will be sent at the end of the 3rd quarter.

Services

SDE Administration

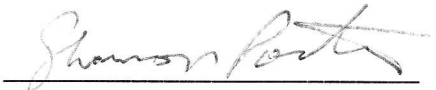
AIMS stores and administers data in ESRI's SDE(Spatial Data Engine). SDE provides an enterprise wide repository for spatial and attribute data within a relational database system. DTI-AIMS will provide connectivity to AIMS data as well as store and assist with administration of JCL data within this environment. AIMS will also insure availability of SDE data.

myAIMS

JCL personnel will have free and unlimited access to myAIMS. A 24x7 secure web portal of DTI- AIMS applications including myRC, JCLR, Plat Search Utility, Create Map PDF, Digital Data Request(DDR) and advanced functionality within the Johnson County Online Mapping application.

V. Acceptance

This MOU is understood and agreed upon by the following representatives of DTI-AIMS and JCL.



Shannon Porter
DTI-AIMS Manager

10/23/2020
Date

Sean Casserley
County Librarian

Date

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will:

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

De Soto Parents As Teachers will:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2021 to December 31, 2021.

Cancellation and Termination:


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

Signatures:

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



Jamie Fink, Coordinator, De Soto Parents As Teachers



Date

T. Sean Casserley, Johnson County Librarian

Date

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

THIS AGREEMENT is made and entered into _____, 2021 and will automatically terminate, unless extended by written consent of both parties, on _____, 2023 by and between the FRIENDS OF JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as Friends), and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as the Library).

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

WHEREAS, Friends sells surplus 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, Friends has, since 1984, been selling surplus Library materials in book sales, bookstores, and through online sales to benefit the Library,

THEREFORE, Friends and the Library make the following agreement with respect to donated materials and the sale of surplus Library materials.

NOW THEREFORE, Friends and the Library agree as follows:

I. Friends shall:

- a. Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
- b. Sell or otherwise dispose of donated and surplus Library materials through book sales, bookstores, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials. Library staff may request materials from Friends for Library projects and activities;
- c. Donate sales revenue to the Johnson County Library Foundation ("Foundation") after Friends has fully funded its operational expenses and reserves;
- d. Provide for and oversee all operations related to its obligations under this Agreement including employing any necessary staff to handle operations, manage stores, sort books, oversee book sales, and provide for sorting and storage facilities;
- e. Provide for transport of donated materials to a Friends' facility;
- f. Designate a liaison to attend Library Board meetings;
- g. Engage in advocacy efforts on behalf of the Library under the guidance of the Library Board and the County Librarian and in accordance with its Bylaws;

- h. Invite the County Librarian or his or her designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
- i. Maintain regular communication with the Library Board and staff regarding Friends' strategic initiatives, goals, and activities; and include the Library in the Friends long-term planning processes to ensure alignment of Friends' strategic goals with those of the Library; and
- j. Distribute, in the event of dissolution of Friends, 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 is not a qualified tax exempt organization, then all of the remaining assets shall be distributed to the "Gift Fund" of the Library or any similar fund operated by the Library.

II. The Library shall:

- a. Sell surplus Library materials to Friends for an annual fee to be agreed upon by the County Librarian and Friends. Payments may be made quarterly, or as otherwise agreed to by the County Librarian and Friends. The fee is subject to the ability of Friends to fully fund its operational expenses and reserves. In the event, Friends is unable to pay the full amount, Friends will pay an amount in excess of its operational expenses and reserves, and as agreed upon with the County Librarian. Surplus Library materials will then be the property of Friends;
- b. Ensure that Library locations serve as collection points for donated items from the public;
- c. Provide Friends with Library space for opportunities to sell used books and for administration of those activities;
- d. Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends' operations;
- e. Provide for transportation of surplus Library materials to a Friends facility;
- f. Provide a staff liaison to Friends to support the Friends' Board with administrative duties;
- g. Coordinate and support shared messaging in physical and digital channels;
- h. Coordinate and advise on issues of IT as related to Friends' sales and operations, on a case-by-case basis, per the capacity of Library staff; and
- i. Maintain regular communication with the Friends' Board and staff regarding the Library's strategic initiatives, goals, and activities; and include Friends in the Library's long-term planning processes to ensure Friends awareness of the Library's strategic goals and of how Friends' resources and support may help the Library meet those goals.

III. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The parties hereto agree that this Agreement shall be interpreted under and pursuant to the laws of the State of Kansas. This Agreement may be amended or terminated by mutual written consent of both parties.

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

**FRIENDS OF
JOHNSON COUNTY LIBRARY**

By: _____
Jeanie Botkin, President

Date: _____

JOHNSON COUNTY LIBRARY

By: _____
Amy Amos Ruo, Chair

Date: _____

ATTEST:
By: _____
Bethany Griffith, Vice Chair

Date: _____

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will as COVID practices will allow:

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

Growing Futures Early Education Center will as COVID practices will allow:

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

Duration of Understanding:

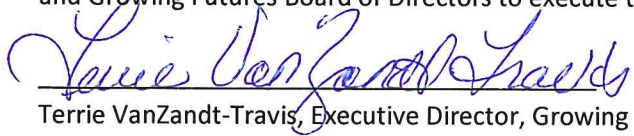
The duration of this Understanding is from January 1, 2021 to December 31, 2021.

Cancellation and Termination:

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

Signatures:

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



Terrie VanZandt-Travis, Executive Director, Growing Futures



Date

T. Sean Casserley, Johnson County Librarian

Date

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

This MOU is intended to document the relationship between the Johnson County Library System and InterUrban ArtHouse. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2020 and future contingencies that will remain in effect through early 2021, all or part of the following agreement components will be postponed until further notice.)**

**InterUrban ArtHouse Gallery at Leawood Pioneer Library
January 2021 – December 2021**

Exhibition Space:

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

Exhibitions:

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

Communication:

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

Program/Training:

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

Angi Hejduk, Chief Executive Officer

Sean Casserley, County Librarian

InterUrban ArtHouse Representative

County Librarian

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this __ day of __, 2021 by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“the Library”) and the JOHNSON COUNTY LIBRARY FOUNDATION BOARD OF DIRECTORS (“the Foundation”), a Kansas non-profit corporation exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), both parties of Overland Park, Kansas.

Recitals

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

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

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

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

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

Agreements

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

I. OPERATIONS

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

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

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

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

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

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

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

II. FOUNDATION RESPONSIBILITIES

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

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

III. FUNDRAISING AND GRANTMAKING

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

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

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

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

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

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

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

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

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

13.0 Annual disbursement to the Library. The Foundation has raised, and shall continue to raise, funds for the endowment to supplement the Library's collection needs. The Foundation Board will on an annual basis approve a disbursement from its invested funds to the Library for collection development equal to at least 3.75% of the corpus of the invested funds, except in those years in which the Foundation Board specifically finds that the endowment assets have sufficiently declined in value to render such a disbursement imprudent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. MISCELLANEOUS PROVISIONS

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

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

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

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

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

By: _____
Amy Amos Ruio, Chair

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
FOUNDATION

By: _____
Chris Anderson, President

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

This MOU is intended to document the relationship between the Johnson County Library System and the Kansas City Artists Coalition. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2020 and future contingencies that will remain in effect through early 2021, all or part of the following agreement components will be postponed until further notice.)**

**Kansas City Artists Coalition Galleries at Oak Park Library and Blue Valley Library
January 2021 – December 2021**

Exhibition Space:

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

Exhibitions:

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

Communication:

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

Program/Training:

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

Marissa Starke, Executive Director

Sean Casserley, County Librarian

Kansas City Artists Coalition Representative

County Librarian

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

This MOU is intended to document the relationship between the Johnson County Library System and the Lenexa City Center. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2020 and future contingencies that will remain in effect through early 2021, all or part of the following agreement components will be postponed until further notice.)**

City Center Live: A collaborative series of monthly music performance programs January 2021 – December 2021

- All programs will be free of charge for all ages arts-focused programs called City Center Live.
- Performances will occur in three month blocks throughout the year: January – March, June – August, September – November.
- Performances will occur on second Fridays at 7pm and run for 45 – 60 minutes.
- Performances can happen at 3-4 different locations, depending on time of year and/or weather: the Community Forum, the Public Market, the outdoor stage, and the new LCC Library commons area (depending on the type of performer/performance).
- JCL and LAC will alternate as performer payers/contractors. Who pays for what will be decided as performances are planned out in advance according to JCL promotional deadlines.
- Performers will be invited from across the arts spectrum: music, ballet, opera, spoken word, theater, etc.
- LAC and JCL will share hosting/MC duties, with at least two people on hand for each performance. That can be any combination of LAC member, JCL staff and/or volunteers. Who will be present at each event will be planned out in advance according to JCL promotional deadlines.

Susanne Neely, Recreation Supervisor

Sean Casserley, County Librarian

Lenexa Arts Council

County Librarian

ADDENDUM TO LAND USE AGREEMENT
TO CREATE A COMMUNITY GARDEN

THIS ADDENDUM (the Addendum) is made this 9th day of June, 2016, to the Land Use Agreement dated December 10, 2015, by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG). Pursuant to the Land Use Agreement, which runs to **December 31, 2021** and may be renewed thereafter, OPCG has developed a community gardening project at the Oak Park branch facility at 9500 Blue Jacket, Overland Park, Kansas (the community gardening project site is referred to herein as “the Site”). This Addendum authorizes OPCG to establish a “Giving Grove” on land designated by the property owner adjacent to the Site.

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

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

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

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

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

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

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

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

BOARD OF DIRECTORS OF THE JOHNSON
LIBRARY

Amy Amos Ruo
Library Board Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Bev Jaderborg, President,

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

THIS AGREEMENT is made and entered into for the year 2021 by and between the JOHNSON COUNTY COMMUNITY COLLEGE, Overland Park, Kansas, hereinafter sometimes referred to as JCCC or the College, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

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

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

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

WHEREAS, the parties have, since September 3, 1985, operated JCAE: Oak Park at the Breyfogle Reading Center.

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

NOW THEREFORE, JCCC and the Library agree as follows:

I. Johnson County Community College shall:

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

II. Johnson County Library shall:

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

d. Train all public services staff to be sensitive to special needs of adult learners. Library staff will be available to orient JCAE students to library services and give guidance on appropriate reading materials.

e. Disseminate information about JCAE.

f. Provide, maintain, and support personal computer (PC) workstations, hardware and software.

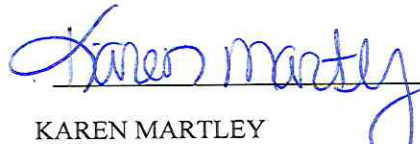
g. Provide access to the Internet from all JCAE sites located within JCL facilities.

h. Seek other opportunities for collaboration and mutual benefit.

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

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

JOHNSON COUNTY COMMUNITY COLLEGE


KAREN MARTLEY
VP Continuing Education and Organizational
Development

Date:

11-22-20

JOHNSON COUNTY LIBRARY

Amy Amos Ruo
Chair, Library Board of Directors

Date: _____

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 12th day of November, 2020, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

SECTION ONE: City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at 319 E NELSON ST. (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

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

SECTION THREE: CITY'S RESPONSIBILITIES

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

SECTION FOUR: JCL'S RESPONSIBILITIES

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

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

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 20 21 through December 31, 20 21, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

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

2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this 12th day of November, 2020.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON
COUNTY LIBRARY


Donald Roberts, Mayor

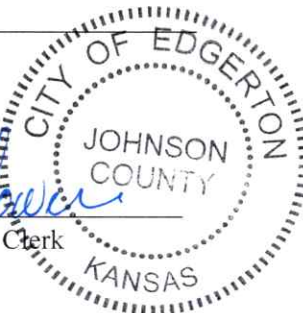
Bethany Griffith, Chair

ATTEST:

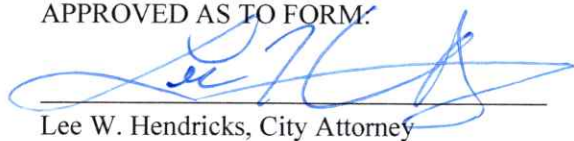

Alexandria K. Clower, City Clerk

ATTEST:

Secretary



APPROVED AS TO FORM:



Lee W. Hendricks, City Attorney

APPROVED AS TO FORM:

Fred J. Logan, Jr., Attorney

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 10, 2020

Re: **Annual renewal of agreement for legal services with Logan Logan & Watson, L.C.**

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

Background: Mr. Fred Logan and Mr. Andrew Logan provide contract review and legal advice to the Library Board of Directors and to the Library.

Mr. Logan and Mr. Logan maintain a strong relationship with the County Legal Department and coordinate for items that fall under their jurisdiction, such as some bidding documents and/or personnel issues.

Mr. Logan and Mr. Logan provide an exceptionally high quality of work at reasonable rates. Mr. Fred Logan's services are compensated at \$210.00/hr. Mr. Andrew Logan's services are compensated at \$190.00/hr.

No rate changes have been proposed for 2021.

Attachment(s): Renewal agreement for 2021

LOGAN LOGAN & WATSON, 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
www.loganlaw.com

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

ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

December 10, 2020

AGREEMENT FOR LEGAL SERVICES FOR 2021 JOHNSON COUNTY LIBRARY

This letter agreement evidences the agreement by the Board of Directors of the Johnson County Library to renew its contract with Logan Logan & Watson, L.C. for legal services rendered by Fred Logan and Andrew Logan and that firm to the Board of Directors of the Johnson County Library and to the Johnson County Library. This agreement is for legal services to be rendered during the year 2021.

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

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

Amy Amos Ruo
Chair, Board of Directors
of the Johnson County Library

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 10, 2020
Re: SirsiDynix Software Maintenance Renewal

Issue: Annual renewal of the software maintenance agreement with SirsiDynix in an amount not to exceed \$221,949.89.

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

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

The SirsiDynix annual renewal includes several services:

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

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

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

Legal Review: The renewal agreement has been reviewed and certified by legal counsel.

Attachment(s): 2021 SirsiDynix contract



Renewal Quote

Dear Colleagues,

Please find this year's detailed Renewal Quote attached. We anticipate you will find all to be in good order. This being the case, simply email the signed Renewal Quote and/or a Purchase Order for your renewal to your Billing Specialist or Coordinator as listed at the bottom of the quote. You will then be provided with a formal invoice for payment.

If you have questions regarding your renewal that needs to be addressed prior to signing off on your Renewal Quote, please feel free to coordinate those through your Billing Specialist.

In the event that we have not heard back from you beforehand, your formal Renewal Invoice will be generated and sent out approximately 30 days prior to your renewal date, with payment due on or before your renewal date.

Thank you for the opportunity to be of service to you.

Best Regards,

Your SirsiDynix Billing Team



Renewal Quote: 32023520200928LS

Johnson County Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From	To	EOL Date	Price
10015M	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Jan/21	- 31/Dec/21		
M-2664	WorkFlows Staff Clients		450	1/Jan/21	- 31/Dec/21		
M-2713	Z39.50 Version 3 Server		1	1/Jan/21	- 31/Dec/21		
M-2648	Webcat WWW Catalog		1	1/Jan/21	- 31/Dec/21		
M-1987	Authority Control		1	1/Jan/21	- 31/Dec/21		
M-2002	Backup Circulation		1	1/Jan/21	- 31/Dec/21		
M-2016	Bibliographic and Inv. Control		1	1/Jan/21	- 31/Dec/21		
M-2044	Circulation Control		1	1/Jan/21	- 31/Dec/21		
M-2192	iBistro/iLink Suite		1	1/Jan/21	- 31/Dec/21		
M-2228	Information Gateway		1	1/Jan/21	- 31/Dec/21		
M-2253	Inventory Control		1	1/Jan/21	- 31/Dec/21		
M-2272	MARC Import/Export Utilities		1	1/Jan/21	- 31/Dec/21		
13775M	Oracle RDBMS		1	1/Jan/21	- 31/Dec/21		
M-2291	Migration Included		1	1/Jan/21	- 31/Dec/21		
M-2358	ReferenceLIBRARIAN		1	1/Jan/21	- 31/Dec/21		
M-2369	Reporting Module		1	1/Jan/21	- 31/Dec/21		
M-2638	User Request Module		1	1/Jan/21	- 31/Dec/21		
M-2436	Standard Sirsi System Software		1	1/Jan/21	- 31/Dec/21		
M-2554	Unicorn Migration Package		1	1/Jan/21	- 31/Dec/21		
10015M	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Jan/21	- 31/Dec/21		
10015M	SirsiDynix Symphony Additional Branch Fee (ea), Maintenance		1	1/Aug/21	- 31/Dec/21		
M-1924	9XX Order Interface (Acq.)		1	1/Jan/21	- 31/Dec/21		
M-1960	Acquisitions and Fund Acctng		1	1/Jan/21	- 31/Dec/21		
M-2082	EDI Electronic Ordering		1	1/Jan/21	- 31/Dec/21		
M-2324	Outreach Module		1	1/Jan/21	- 31/Dec/21		
M-2398	Serials Control		1	1/Jan/21	- 31/Dec/21		
10034M	SirsiDynix Symphony Universal SIP2		1	1/Jan/21	- 31/Dec/21		
M-1922	4 Port TalkToMe System		1	1/Jan/21	- 31/Dec/21		
M-2630	Unique Management Interface		1	1/Jan/21	- 31/Dec/21		
13181	Platinum Services - Web Services SDK for Libraries Internal Use - included with		1	1/Jan/21	- 31/Dec/21		
14198	Platinum Services - Web Services Gateway for 3rd Party Apps - included with Pl		1	1/Jan/21	- 31/Dec/21		
12219	Enriched Content Video and Music Profiles Single Element Subscription for Publ		5106	1/Jan/21	- 31/Dec/21		
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)		5100	1/Jan/21	- 31/Dec/21		
13313	Platinum Services Data Services - Authority Update Service, Upgrade to Monthly		1	1/Jan/21	- 31/Dec/21		
12442	Platinum Services Package - Premier		1	1/Jan/21	- 31/Dec/21		
M-2788	3M Self Check Interface		1	1/Jan/21	- 31/Dec/21		

All prices are in U.S. Dollars and are
exclusive of taxes unless otherwise noted.

Total 221,946.89

*****Due to changes in sales tax laws, we are requesting updated tax
exemption certificates from all customers. Tax may be added to your
invoice even though you are exempt if we do not receive the exemption

Signature authorizes SirsiDynix to raise an invoice
in accordance with this quote.

Signature

Date

Any questions regarding this quote can be directed to:
Leudys Schmidt
Leudys.Schmidt@SirsiDynix.com

Please Print Name and Title

Library

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 10, 2020
Re: Bibliotheca Service and Maintenance/Extended Warranty

Issue: The annual renewal of the Bibliotheca Service and Maintenance agreement in an amount not to exceed \$112,329.87.

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

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

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

Breakdown of equipment at each location supported by Bibliotheca:

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

Library

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

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

Legal review: The 2021 renewal agreement has been reviewed and certified by legal counsel.

Attachment(s): 2021 renewal contract with Bibliotheca

Quote Date: 11/30/2020
Quote Number: QUO-150228-B0S8

Service & Maintenance/Extended Warranty Quote

Invoice To:

Johnson County Library - KS - Main - Johnson County Library
Michelle Beesley
9875 W 87th St
Overland Park KS 66212-4565
US

System Main Location:

Johnson County Library - KS - Main
Michelle Beesley
9875 W 87th St
Overland Park KS 66212-4565
US

beesleym@jocolibrary.org

Tel: (913) 826-4600

Contract Number: US-98179-F1V3
Term: 2/1/2021 - 1/31/2022
Renewal/Consolidation

Item ID	Item Type	Quantity	Sale Price (USD)	Sub Total
SUP000002-000-US	SUPPORT & MAINTENANCE Contract Term: Feb 01, 2021 - Jan 31, 2022	1.000	\$112,329.87	\$112,329.87

Total \$112,329.87
(Less Sales Tax):

bibliotheca Contact:

Contract Team
Service-renewals-us@bibliotheca.com
Tel: 800-328-0067

Terms & Conditions:

Service and Maintenance prices exclude any applicable sales tax. If tax-exempt, a copy of Tax Exemption Certificate is required with Purchase Order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice.

Quotes are good for 180 days.

Service & Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #	Start Date	End Date	Price
Johnson County Library - KS - Desoto Library	8422 selfCheck	84220778	2/1/2021	1/31/2022	\$1,499.00
Johnson County Library - KS - Spring Hill Library	8422 selfCheck	84220779	2/1/2021	1/31/2022	\$1,499.00
Johnson County Library - KS - Leawood Library	AMH Controller:2855 FX	28550070	2/1/2021	1/31/2022	\$2,381.40
Johnson County Library - KS - Leawood Library	AMH Conveyance:2860 FX	28600117L	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Leawood Library	AMH Conveyance:2860 FX	28600112R	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Leawood Library	AMH Conveyance:2863 FX	28630040	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Leawood Library	AMH Induction:2820	28200107	2/1/2021	1/31/2022	\$4,304.16
Johnson County Library - KS - Leawood Library	AMH Induction:2820	28200106	2/1/2021	1/31/2022	\$4,304.16
Johnson County Library - KS - Leawood Library	AMH Induction:2830	28300047	2/1/2021	1/31/2022	\$4,304.16
Johnson County Library - KS - Leawood Library	AMH Sortation:2850 FX	28500195	2/1/2021	1/31/2022	\$1,135.58
Johnson County Library - KS - Leawood Library	AMH Sortation:2850 FX	28500194	2/1/2021	1/31/2022	\$1,135.58
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500143	2/1/2021	1/31/2022	\$1,135.58
Johnson County Library - KS - Blue Valley Library	AMH Induction:2820	28200078	2/1/2021	1/31/2022	\$4,304.16
Johnson County Library - KS - Blue Valley Library	AMH Induction:2820	28200077	2/1/2021	1/31/2022	\$4,304.16
Johnson County Library - KS - Blue Valley Library	AMH Induction:2830	28300032	2/1/2021	1/31/2022	\$4,304.16
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500142	2/1/2021	1/31/2022	\$1,135.58
Johnson County Library - KS - Main	RFID CONV WKSTN	21007023	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID CONV WKSTN	21007028	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID CONV WKSTN	21007003	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410090	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410089	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410088	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410085	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Corinth Library	8405 selfCheck	9410084	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Shawnee Library	8405 selfCheck	9410083	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Main	8405 selfCheck	9410275	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Main	8405 selfCheck	9410274	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410272	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Corinth Library	8405 selfCheck	9410271	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	9410269	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Main	8405 selfCheck	9410267	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Shawnee Library	8405 selfCheck	9410266	2/1/2021	1/31/2022	\$999.00

Service & Maintenance/Extended Warranty Quote

Johnson County Library - KS - Corinth Library	8405 selfCheck	9410265	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Shawnee Library	8405 selfCheck	9410264	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Antioch	8405 selfCheck	9410263	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Antioch	8405 selfCheck	9410262	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Antioch	8405 selfCheck	9410261	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Corinth Library	8405 selfCheck	9410260	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Leawood Library	8405 selfCheck	9410259	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Leawood Library	8405 selfCheck	9410258	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	9410257	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Cedar Roe Library	9410F selfCheck	9410270	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500141	2/1/2021	1/31/2022	\$1,135.58
Johnson County Library - KS - Blue Valley Library	AMH Controller:2855 FX	28550052	2/1/2021	1/31/2022	\$2,381.40
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2860 FX	28600078L	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2860 FX	28600077R	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2863 FX	28630027	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2864 FX	28640011	2/1/2021	1/31/2022	\$852.23
Johnson County Library - KS - Leawood Library	8405 selfCheck	84050008	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Leawood Library	8405 selfCheck	84050007	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	84050006	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	84050005	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Gardner Library	8422 selfCheck	84220497	2/1/2021	1/31/2022	\$1,499.00
Johnson County Library - KS - Gardner Library	8422 selfCheck	84220494	2/1/2021	1/31/2022	\$1,499.00
Johnson County Library - KS - Gardner Library	9102DM RFID Detection System	91200509	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Cedar Roe Library	9410F selfCheck	9410268	2/1/2021	1/31/2022	\$999.00
Johnson County Library - KS - Spring Hill Library	RFID STF WKSTN	P1205309	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Spring Hill Library	RFID STF WKSTN	P1205308	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN	P1205030	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN	P1205029	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN	P1205028	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN	P1205027	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Desoto Library	RFID STF WKSTN	P1205026	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN	P1205025	2/1/2021	1/31/2022	\$199.00

Service & Maintenance/Extended Warranty Quote

Johnson County Library - KS - Leawood Library	RFID STF WKSTN	P1205024	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Gardner Library	RFID STF WKSTN	P1205023	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1205022	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN	P1205021	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN	P1205020	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Edgerton Library	RFID STF WKSTN	P1205019	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN	P1205018	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN	P1205017	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Desoto Library	RFID STF WKSTN	P1205016	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1205015	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN	P1205014	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1205013	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204989	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN	P1204988	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Antioch	RFID STF WKSTN	P1204985	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Antioch	RFID STF WKSTN	P1204984	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN	P1204982	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN	P1204980	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Antioch	RFID STF WKSTN	P1204979	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN	P1204978	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204977	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN	P1204976	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN	P1204974	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN	P1204973	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204556	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204222	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Corinth Library	9101DM RFID Detection System	91100556	2/1/2021	1/31/2022	\$1,499.00
Johnson County Library - KS - Cedar Roe Library	9102DM RFID Detection System	91200647	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Shawnee Library	9102DM RFID Detection System	91200631	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Leawood Library	9102DM RFID Detection System	91200567	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Leawood Library	9102DM RFID Detection System	91200565	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Corinth Library	9102DM RFID Detection System	91200564	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Oak Park Library	9102DM RFID Detection System	91200520	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Oak Park Library	9102DM RFID Detection System	91200519	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Blue Valley Library	9102DM RFID Detection System	91200351	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Antioch	9102DM RFID Detection System	91200258	2/1/2021	1/31/2022	\$1,949.00

Service & Maintenance/Extended Warranty Quote

Johnson County Library - KS - Main	9102DM RFID Detection System	91200257	2/1/2021	1/31/2022	\$1,949.00
Johnson County Library - KS - Main	libraryConnect Annual Subscription (35 Devices)	Subscription	2/1/2021	1/31/2022	\$2,495.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1213985	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Oak Park Library	bibliothecca RFID workstation™ USB	210R004175	11/11/2021	1/31/2022	\$44.60
Johnson County Library - KS - Blue Valley Library	895	P1204063	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Gardner Library	895	P1205005	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Gardner Library	895	P1205007	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Gardner Library	895	P1211791	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Cedar Roe Library	895	P1206272	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Leawood Library	895	P1204998	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Edgerton Library	8422	84220423	2/1/2021	1/31/2022	\$1,499.00
Johnson County Library - KS - Main	895	P1207734	2/1/2021	1/31/2022	\$199.00
Johnson County Library - KS - Main	895	P1203835	2/1/2021	1/31/2022	\$199.00

Service & Maintenance/Extended Warranty Quote

Terms & Conditions Continued:

WHAT IS COVERED:

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

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

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

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

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

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

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

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

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: OCT-2020

			Receipts	Payments	Balance
	Opening cash balance				\$166,339.68
		Add Receipts	\$1.88		
		Less Payments		\$941.00	
	Ending Cash balance				\$165,400.56
		Less Liabilities		\$1,881.17	
	Unobligated cash balance				\$163,519.39

APPROVED: _____

DATE: _____

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: December 10, 2020

Issue: Renewal of the MOU with Johnson County Facilities

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Memorandum of Understanding between Johnson County Library and Johnson County Facilities for the year 2021.

Background:

Over the last year and a half, we have partnered with Johnson County Facilities (Facilities) to manage our custodial and maintenance services. We have worked with FAC to help us manage our capital projects for approximately the last 12 years. Over this year we have reviewed the MOU as well as created a Service Level Agreement that clearly defines the roles and expectations of each party.

Facilities manages the staff, oversees contracts, and completes the cleaning and maintenance of all our buildings as well as our fleet. The Planning, Design and Construction (PDC) team assists us in managing our CIP and CRP projects. This partnership has been a huge success as the Library does not have the expertise to do this on our own. Our buildings have never been cleaner, and we are beginning to catch up on overdue maintenance projects. Additionally, this staff has begun to inventory all our maintenance issues and to prioritize that work, The PDC team has assisted us with our building projects as well as our major system replacement projects (CRP).

Alternatives: If we discontinue the partnership with Facilities, we will have to look to outsource this work to some third-party vendors or once again hire positions in the library to manage this work.

Legal Review: Legal has reviewed and approved this Memorandum of Understanding

Budget Approval: The Library has a planned budgeted transfer for FY 2021 in the amount of \$2,840,343 (\$2,798,802 for Facilities and \$41,541 for Fleet). These funds pay for the positions tied with the strategic facility planning, facility maintenance, and facility custodial work; along with the associated contractual and commodities facility related expenses that are anticipated for 2021.

Recommendation: To approve the memorandum of understanding between Johnson County Library and Johnson County Facilities

This Memorandum of Understanding (MOU) to take effect January 1, 2021, memorializes the agreement between the Board of Directors of the Johnson County Library ("Library") and the Johnson County Facilities Management Department ("Facilities Department") for the Library to outsource management of Library custodians as well as the maintenance of Library buildings to the Facilities Department. This MOU supersedes any and all previous memoranda regarding the subject matter contained herein.

SECTION ONE:

1. The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.
2. The Facilities Department has expertise in the planning, design, renovation, construction, and maintenance of public facilities, custodial services and fleet management.
3. The Library governs all Library owned and leased buildings and properties in the Johnson County Library system. The Library and the Facilities Department agree to cooperate to provide the finest Library facilities and the best possible service for Library staff and patrons.
4. The Library has been and intends to continue to make use of the Facilities Department's expertise, particularly in planning, design, renovation and construction projects, including pending projects associated with the Comprehensive Library Master Plan. The Library and the Facilities Department accordingly agree that on such projects the Department will provide the Library consultation and management services on the overall planning, coordination, and control of project(s) from beginning to completion, aimed at meeting the Library's requirements in order to produce functionally and financially viable project(s) (hereinafter "Services"). Such Services shall include planning; budgeting; consultant and contractor relationships; and implementation and management of consultant and contractor agreements and consultant and contractor payments on such projects.
5. The Facilities Department will complete work utilizing three (3) Full Time Employees (FTE) to work on capital and operating projects. The Library agrees to provide budget funding to support these positions and agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.
6. The Facilities Department will complete cleaning and custodial services of Library facilities utilizing fourteen (17) FTE The Library agrees to provide budget funding to support these positions and agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Facilities Department.

7. The Facilities Department will complete maintenance of Library facilities utilizing five (5) FTE . The Library agrees to provide budget funding to support these positions and any agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.
8. The positions funded by the Library, as described in paragraphs 5, 6 and 7 shall have their primary responsibilities providing to the Library the services described in Appendix A. The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Department or the County.

SECTION TWO: FACILITIES DEPARTMENT'S RESPONSIBILITIES.

1. Standard of Service: Ensure that Library buildings are cleaned to the County standard set forth by the Facilities Department and as outlined in Appendix A and provide the expertise and consultation and management services described in section 1.4 above.
 - a. Evaluate needs and make recommendations to the Library regarding staffing needs.
 - b. Evaluate and make recommendations for facilities improvements that have not been made.
 - c. Provide Performance Measurement reports on a quarterly basis.
2. Hiring: Perform hiring tasks as needed.
3. Supervision: Provide supervision and management of all staff transferred to the Facilities Department.
4. Training: Ensure proper training of all facilities positions.
5. Uniforms and Supplies. The Facilities Department is responsible for purchasing custodial and maintenance uniforms and supplies.
6. Contracts: Include the Library in appropriate contracts for facilities needs and maintenance
7. Budget Planning: The Facilities Department will work with the Library annually to review and plan for budget requests on the Library's budget cycle.
8. Fleet Maintenance. The Facilities Department is responsible for management of the Library's fleet. Services are described in Appendix B.
 - a. Manage the maintenance of all Library vehicles
 - b. Manage the life cycle replacement of all Library vehicles

9. Communication. Facilities Department representatives will attend meetings with Library staff as needed or as appropriate to maintain a strong level of communication.

SECTION THREE: LIBRARY'S RESPONSIBILITIES.

1. Budget. The Library agrees to provide FTEs and appropriate funds to cover all related costs as it relates to the management of Library facilities.
2. Building Access. The Library shall provide security key cards to Facilities' supervisors as needed to access all Library facilities during its tenure and be granted 24-hour access in order to assess the quality of work of Library custodians and contract custodial services.

SECTION FOUR: MISCELLANEOUS.

1. This MOU shall begin January 1, 2021 and run through December 31, 2021 unless the agreement is terminated by either party, in writing, with no less than 30-day's notice. This MOU may be renewed for additional one-year terms upon the approval of the Library and the Facilities Department.
 - a. Appendix A Service Level Agreement between JCL and FAC
 - b. Appendix B Service Level Agreement - Fleet
 - c. Appendic C Service Level Agreement - Custodial
2. This Agreement and any renewal thereof, 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 herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.
3. This Agreement represents the entire agreement between the parties with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the parties regarding the same.

Date

Director, Johnson County Facilities
Management Department

Date

Johnson County Manager

Johnson County Librarian

Date

Chair, Board of Directors of the
Johnson County Library

Date

SERVICE LEVEL AGREEMENT BETWEEN JCL AND FAC

Effective Date: January 1, 2021

Locations and Organization(s) Covered

Organization(s)	Archibus Building Code	Address (Street, City, Zip)
JCL Antioch Library	JCLANTIO	8700 Shawnee Mission Pkwy, Merriam, KS 66202
JCL Blue Valley Library	JCLBLVAL	9000 W 151 st St, Overland Park, KS 66221
JCL Cedar Roe Library	JCLCEDAR	5120 Cedar St, Roeland Park, KS 66205
JCL Central Resource Library	JCL_CRL	9875 W 87 th St, Overland Park, KS 66212
JCL Corinth Library	JCLCORIN	8100 Mission Rd, Prairie Village, KS 66208
JCL DeSoto Library	JCLDESOT	33145 W 83 rd St, DeSoto, KS 66108
JCL Edgerton Library	JCLEDDGER	319 E Nelson St, Edgerton, KS 66021 (<i>leased facility</i>)
JCL Gardner Library	JCLGRDN	137 E Shawnee St, Gardner, KS 66030
JCL Lackman Library (vacant)	JCLLACKM	15345 W 87 th St Pkwy, Lenexa, KS 66215
JCL Leawood Pioneer Library	JCLLEAWD	4700 Town Center Dr, Leawood, KS 66209
JCL Lenexa City Center Library	JCLLENEX	8778 Penrose Ln, Lenexa, KS 66219
JCL Monticello Library	JCLMNTCL	22435 W 66 th St, Shawnee, KS 66226
JCL Oak Park Library	JCLOAKPK	9500 Bluejacket Dr, Overland Park, KS 66214
JCL Shawnee Library	JCLSHWNE	13811 Johnson Dr, Shawnee, KS 66216
JCL Spring Hill Library	JCLSPGHL	109 S Webster St, Spring Hill, KS 66083
JCL Library Support Services	JCL_SSB	6235 Slater St, Merriam, KS 66202

Background

The Johnson County Library Board and the Johnson County Board of County Commissioners approved a memorandum of understanding (MOU) agreement whereby the County Facilities Management department (FAC) will provide facilities management services for the Johnson County Library (JCL) organization. FAC will staff and manage the facilities services program including renovations, operating, repairs and maintenance for JCL's buildings and grounds. Edgerton Library is leased, and Facilities will abide by the Library's agreement with the City of Edgerton and only perform services for items that are not covered by that lease. JCL will provide all necessary funding.

Funding

Funding is in accordance with the terms of the MOU agreement between the Library Board and the BOCC.

Conflict Resolution

In case of conflict, JCL and FAC agree the right parties will have a Crucial Conversation to get any issues into the open and discuss in a productive and positive way. "Crucial Conversation" is defined to mean a meeting or conference call in which three JCL and three FAC representatives participate, including those representatives listed in the last section, entitled "Library Meetings & Attendance," of this Appendix A. The representatives will follow the "Crucial Conversations" process as outlined in the Book entitled, Crucial Conversations: Tools for Talking when Stakes are High. The goal is to settle on a

APPENDIX A

plan and path to resolution in order to be able to move forward and grow in our relationship. This may take one Crucial Conversation, or it may take several. We believe the relationship is worth the effort.

Responsibility Matrix

Building/Site	Maintain and/or Install and/or Replace	Notes/Exceptions
Building envelope & structure	FAC	
Interior finishes	FAC	
Mechanical/electrical/plumbing	FAC	
Fire alarm & suppression systems	FAC	
Special equipment – <i>Note any special equipment requiring maintenance and/or replacement coverage</i>	FAC	Facilities will maintain all items attached to the building for the purpose of the building. Includes Fire Extinguishers and Washers/Dryers for custodial use. Does not include AEDs, First Aid Kits or preventative maintenance on built-in eyewash stations
Library program specific equipment & systems (A/V, material sorters, conveyors, etc.)	JCL	FAC can trouble-shoot & advise; maintenance and replacement funding by JCL.
Site utilities	FAC	Monitoring and trends
Site/pavement	FAC	JCL does not own all parking lots; need to consult before doing any work
Flag replacement	FAC	
Flags: placing at half-mast	JCL	Responsibility of Branch Managers since they are onsite.

Security	Maintain	Notes/Exceptions
Card readers and panels	JCL	
Surveillance cameras/equipment	JCL	
Building security alarm system	JCL	
Locksmith services/re-keying	FAC	
Physical key security/inventory control	JCL	
Keys for contract custodial staff	FAC	FAC has installed separate key boxes for this purpose.

Maintenance Services	Responsibility	Notes/Exceptions
Preventative maintenance program	FAC	
On-demand maintenance service	FAC	
Tools & equipment	FAC	
Minor furniture moving	FAC	At times, with conversation and planning. Preference is to use MSI/separate contractor.
Program-related repairs and assembly	JCL	
Meeting room setups	JCL	

Grounds and Snow Removal	Responsibility	Notes/Exceptions
Lawn (mowing, weed control)	FAC	
Landscaping maintenance	FAC	Excluding Lenexa Library, (City of Lenexa contracts this work out)

APPENDIX A

Fencing	FAC	
Sidewalk & parking maintenance	FAC	
Snow removal & ice treatment	FAC	Excluding Lenexa Library, (City of Lenexa contracts this work out)
Curbside pickup at branches	FAC/JCL	It's JCL's preference that Curbside closes only when the branch closes. This will require FAC to train select JCL staff in ice treatment, as there will be certain weather days when FAC will not be able to keep up with the snow/ice at each branch
Monticello: Green Roof Maintenance	FAC	Service Contract
Monticello: Native Grass Maintenance	FAC	Extended Warranty purchased through 06/2021. After this, FAC to maintain or hire a service contract to do so.

Custodial Services	Responsibility	Notes/Exceptions
General custodial duties	FAC	Per Appendix C:
Bio-cleaning response	FAC	JCL staff to follow process and notification procedures/protocol for initial response to minimize/control spread.
Infestations	FAC	FAC can handle isolated staff areas and can consult/assist as needed when JCL needs to hire outside assistance.
Project cleaning (carpet, stripping, sealing)	FAC	Including walk-off carpet and mats
Custodial equipment	FAC	May require additional funding initially to bring up to standard
Custodial supplies/chemicals for the building/facility	FAC	
Custodial supplies for programs/the public	JCL	E.g. sanitizing wipes for wipe stands at the public computers
Restroom stock; paper, consumables	FAC	
Toilet Accessories	FAC	Replace ones that are damaged through normal operations, projects to handle installing new.
Exterior window washing	FAC	Excluding Lenexa Library (City of Lenexa contracts this work out, JCL pays bill. JCL working on amending Maintenance agreement with the City of Lenexa to include this work automatically.)
Interior windows and window treatments	FAC	
Contract custodial management	FAC	
Staff trash and recycle at desks	JCL	Staff to empty personal trash/recycle to community bins. FAC removes from there.
Library Special Events	FAC	e.g. Library Lets Loose. JCL to notify FAC of upcoming events, and FAC can plan on supporting these events.

Planning, Design, & Construction	Responsibility	Notes/Exceptions
Move/relocation planning	FAC	
Office reconfiguration	FAC	
Furniture replacement (Plan, program, projects, purchasing, inventory management across system)	FAC	
Engineering studies	FAC	In conjunction with FAC Maintenance

APPENDIX A

Design Standards	FAC	
Interior/exterior signage	FAC	Wayfinding, code signage, endcaps on shelving. Note: Exterior Building Signage is in the CRP. With all signage, FAC will work in consultation with CX.
Physical ADA compliance projects	FAC	
CIP (Plan, projects, contracts, financials)	FAC	
CRP (Plan, Program, projects, contracts, financials)	FAC	including finishes, Accruent, Archibus, Roofing and Paving programs
Space and Building feasibility studies	FAC	For capital and operating initiatives

Fleet Services	Responsibility	Notes/Exceptions
Maintain JCL vehicles	FAC	
Purchase and disposal of JCL vehicles	FAC	In conjunction with JCL especially for courier trucks
Compressed Natural Gas (CNG) Fueling Stations	FAC	FAC to provide JCL with access to utilize CNG stations
Driver's list upkeep	JCL	
SEE APPENDIX B		

Energy Management Services	Responsibility	Notes/Exceptions
Utilities invoice processing & payment	JCL	JCL will pay all utilities directly
Utilities consumption & spend analysis	FAC	
Energy Management Program	JCL/FAC	Collaborative effort
Building automation system management	FAC	HVAC controls

Other Services	Responsibility	Notes/Exceptions
Alarm monitoring: fire, alarm, elevator	FAC	
Building pest control & supplies	FAC	
Appliance repair or replacement	FAC	FAC will trouble-shoot and repair (or arrange for repair if possible), JCL to pay for contracted repair parts and replacements.
Recycling services / Waste Management	FAC	Including Recycling for buildings (not recycling for the public)
Warehouse services	FAC	The intention is to provide space to store JCL's warehoused furnishings. Surplus items are also intended to go to the county warehouse per county purchasing policy and procedures. surplus Space is currently at a premium due to the global pandemic and the need to store a surplus of PPE. FAC will work with JCL to address their needs during this unprecedented time.
Towing cars	JCL	

General/Miscellaneous	Responsibility	Notes/Exceptions
Supervision of staff	FAC	PPD, timecards, training

APPENDIX A

HR/Staffing of Facilities Management (FM) resources	FAC	
Maintenance staff uniforms	FAC	
Routine & specialized staff training	FAC	
Technology (PCs, cell phones, mileage, etc.)	FAC	
Vendor management of FM services	FAC	
Workplace Safety Coordinators	JCL	
Vehicle Charging Stations	JCL	Fee for ClearPoint software and any needed repairs. FAC to troubleshoot, handle main coordination and communications
Surplus assets	FAC	Furniture, Vehicles, etc.
After hours first response phone	JCL	Maintenance uses this phone; JCL has one number to call when there's an issue.
Building Closure	JCL/FAC	Work through the closing planning process together.

Library Meetings & Attendance	Responsibility	Notes/Exceptions
Operations	FAC	Juan to attend Project-focused ones, reporting out on all FAC-led work.
All Managers Meetings	FAC	Attend as needed for specific agenda items
New Employee Orientation (NEO) - Attendance	FAC	New employees to attend Sean/Tricia & Facilities sessions along with Controlling the building/patron code of behavior, etc.
NEO – Facilities Info Session - Presenting	FAC	FAC will lead this class for new JCL staff to familiarize them with the work we do. The Building Engineer, Custodial Supervisor, Interiors Project Manager and Architectural Project Managers to co-present.
JCL's Crucial Conversations Classes - Attendance	FAC	PMs, Building Engineer (BE), Custodial Supervisor
StrengthsFinder Classes	FAC	PMs, Building Engineer, Custodial Supervisor
Trimester Reports	FAC	Report out for maintenance and custodial
Branch Manager Meetings	FAC	Attend as needed for specific agenda items
Systemwide Manager Meetings	FAC	Attend as needed for specific agenda items
Admin Project Touchbases	FAC	All PMs to attend; this is where FAC-led work is discussed with the Ad-Team. BE as needed.
Admin Meetings (Regular)	FAC	Attend as needed for specific agenda items
JCL Legal Counsel Project Meetings	FAC	All PMs to attend; this is where FAC-led work is discussed with the JCL's Legal Counsel and Ad-Team.
JCL Board Meetings	FAC	All PMs to attend
Notes:		
Refer to the MOU agreement between the County and the Library Board for additional appendices		

Emergency Contact Information

During County Operating Hours (M-F 8 am to 5 pm)

FAC Emergency contact name: _____

FAC Emergency contact phone: _____

After Hours

FAC Emergency contact name: _____

FAC Emergency contact phone: _____

Authorization Signatures

[Type FAC representative here]

[Type covered party here]

Date

Date

Glossary of Terms

AED	Automated External Defibrillator: Portable electronic device with simple instructions that can be used by almost anyone to save the life of someone who has suffered a heart attack.
Alarm monitoring services	This is a monthly service to one or more monitoring companies for various alarm systems such as burglar, fire, and elevator. Notes should specify if the same entity is not responsible for all 3 systems.
Appliances	Appliances include but are not limited to refrigerators, washers and dryers, dishwashers, stove/ovens, microwaves, and freezers. They are generally not permanently attached to the building but may be essential to operation of kitchens, break areas, and where regular laundry services are required.
A/V (Audio-Visual)	Screens, computers, data and A/V cabling, projectors, inputs, speakers, Crestron, Solstice, Fusion, etc.
Building envelope & structure	The complete exterior of a building that includes outside walls, windows, doors, and roof including related guttering. Structure includes foundation, framing, and support walls/columns.
Custodial equipment	Equipment depending on need that may include: floor scrubbers/sweepers, vacuums, carpet extractors, pressure cleaners, hazardous waste specialty equipment, cleaning carts, etc.
Fire protection	Fire suppression systems such as: sprinkler systems, fire pumps, backflow preventers, etc. and fire notification systems, such as smoke alarm, flow monitoring, fire alarms, and fire protection monitoring services.
Floor cleaning	Depending on floor type, vacuuming, sweeping, mopping, buffing/polishing, stripping, & sealer application, deep carpet cleaning, pile lifting/restoration,
General cleaning	Per Appendix C.
HVAC	Energy supply, heat and cooling generating systems, air distribution systems, terminal and package units
Inspection services	Site/building inspection as pertaining to planning, design, and/or construction as part of determining maintenance work to perform or to inspect work performed is meeting county standards and agreements.
Interior finishes	Interior walls, floor, and ceiling finishes, stairs & railings, partitions, interior doors, fittings (toilet partitions & lockers), fireplace mantles, flooring
Lawn care	Mowing, edge trimming, aerating, fertilizing, over seeding, pest control, and watering, removing fallen leaves and excess grass clippings and other yard waste. Care for trees, shrubs and flowers may also include adding/replacing mulch and peat moss, weeding, and pruning.
Mechanical/electrical/plumbing	HVAC, electric service supply, electrical service distribution, building lighting & branch wiring, communications and security wiring, other electrical systems (service ground, lighting protection, transfer switches, emergency lighting fixtures, system batteries/chargers, UPS battery, and communication components) Plumbing fixtures, domestic water distribution, sanitary waste, rain water drainage, other plumbing systems (gas, oxygen, anesthesia, compressed air)
Recycling services	Removal of aluminum, plastic, paper & cardboard and moving to a location where recycler will pick up.
Site mechanical utilities	Water supply including storage tanks, fire hydrants, and post indicator valves, fuel distribution and their related storage tanks.
Site/pavement	Parking lots, pedestrian paving, & development such as fence/gate, flag poles, etc.
Snow removal & ice treatment	Parking lot, private drive, sidewalk and entry way snow removal and providing the materials, equipment, and labor for ice treatment.
Special equipment	Lab, Automotive, Other (Loading dock, Dishwasher, Residential Waste disposal, Waste handling, Dust collector, pump systems, darkroom dryers)
Walkways & parking care	General cleaning, sweeping, and blowing of pedestrian walkways and parking lot.
Window cleaning	

SERVICE LEVEL AGREEMENT - FLEET

Johnson County Fleet Services Division and
Johnson County Library

This document is a Service Level Agreement (SLA) between Johnson County Fleet Services, a Division of Johnson County Facilities (The Provider) and the Johnson County Library (Customer). Its purpose is to clearly identify the expectations of the Customer and the Provider.

FLEET MANAGEMENT SERVICES**FLEET SERVICES**

- Set-up and maintain all vehicle records and provide vehicle inventory and maintenance data reports to Customer as defined by its request
- Develop and support Monthly Management reports outlining fleet management activities
- Manage monthly customer invoicing for goods and services provided by fleet services
- Maintain automated fuel systems
- Draft and coordinate vehicle specifications
- Work with Customer to execute purchases of vehicles and equipment either through Purchase Order, (PO) or BOCC Resolution
- Liaise with vendors and Customer to ensure specifications are met and costs are controlled
- Provide licensing services for fleet owned vehicles and equipment
- Process Asset Disposal documents
- Dispose of used equipment to maximize Return on Investment (ROI)
- Provide Fleet Management Software FMS training and support to Customer as necessary
- Continually monitor fleet industry changes to include, out-sourced maintenance, lease v. own strategies, and best in class strategies
- Partner with Treasury and Financial Management (TFM) staff to effectively track and manage assets and the Asset Management Database
- Establish and manage a fleet rate structure to recover 100% of Fleet Services operating costs.
- Manage the Johnson County Vehicle & Equipment Replacement Fund (VERF), and the Vehicle and Equipment Replacement Procedures (VERP)
- Manage Customer fleet vehicles and equipment from “cradle to grave”

CUSTOMER DEPARTMENT/DIVISION

- Provide accurate data to Fleet Services regarding vehicle assignments and usage
- Identify a Point of Contact, (POC) for fleet related issues and discussions
- Openly discuss vehicle requirements and needs
- Direct all vendor inquiries to Fleet Services
- Review and advise functionality and needs for Monthly Management reports
- Analyze monthly report data for (and identify) inaccuracies
- Manage fleet assets as if they were your own
- Report all accidents to Fleet Services and follow all procedures as identified by the TFM, Fleet Safety Manual
- Partner with Fleet Services to ensure your service needs are being addressed
- Operate and manage fleet assets globally, “What is best for Johnson County”

- Notify Fleet Services of changes to your vehicle inventory or assets that may impact this agreement
- Understand and support the Johnson County Vehicle & Equipment Replacement Procedures (VERP)

FLEET MAINTENANCE SERVICES

FLEET SERVICES

- Provide professional maintenance services as transparent to end user as possible
- Maintain all fleet maintenance records
- Assign **Customer** a designated Fleet Services Representative (FSR) as a primary point of contact for any issue regarding maintenance or repair of your fleet vehicle
- Designate each vehicle to a Fleet Management Center (FMC) to serve as a home for your vehicle maintenance needs and to provide authorization for repairs from external vendors
- Develop and maintain Preventive Maintenance, (PM) programs
- Maintain cost controls and efficiencies
- Consult with Customer on maintenance turn-around times and repair expectations
- Identify out-source opportunities to provide efficient and effective maintenance activities
- Analyze out-sourced options as necessary to meet Customer expectations and time lines
- Liaise with vendors and Customer to ensure custodial control over cost and maintenance process
- Communicate with Customer regarding vehicle maintenance activities
- Discuss and seek authorization from Customer for high dollar repairs
- Perform all safety related repairs prior to returning vehicle/equipment to Customer
- Complete work as promised

CUSTOMER DEPARTMENT/DIVISION

- Create a primary Point of Contact, (POC) for fleet maintenance discussions
- Support maintenance initiatives
- Ensure vehicle and equipment are available for Preventive maintenance activities
- Report accurate odometer readings to your FSR each time a vehicle is fueled. Odometer readings are automated thru Wright Express fuel card transactions and at County owned/operated fuel sites, all other fuel transactions must be emailed directly to your FSR
- Support Fleet Services vendor networks
- Ensure that all invoices for external vehicle services are copied to Customer FSR
- Review monthly Fleet Maintenance reports.
- Analyze monthly report data and identify inaccuracies.
- Manage fleet assets as if they were your own
- Identify service gaps
- Conduct only those maintenance tasks authorized by Fleet Services. Authorization from your FSR and/or FMC is required for any maintenance purchases.

GENERAL STATEMENTS

- Fleet Services is the primary management source and service provider for all Customer fleet assets.
- Fleet Services will continually add value to Customer
- Customer personnel will support processes and procedures
- Both parties will review Performance Measurements

REVIEW AND MODIFICATION

The primary contacts or their designees shall meet and review service quality and service levels on a quarterly basis. The SLA may be modified at any time with the consent of both parties. An Amendment is the method used to modify the basic Service Level Agreement.

COMPENSATION AND BILLING

- Fleet Service will bill Customer annually utilizing cost allocation. Cost allocation will be established as a part of the budget development process and communicated to Customer prior to the finalization of the budget. Parts, labor, external services, and fleet overhead costs are included in the allocation. Vehicle purchases and original vehicle equipment (including upfitting costs) are charged against the vehicle and equipment replacement fund and are not considered as part of the maintenance and repair cost allocation.
- Fleet Services will direct bill Customer. Customer will be billed for parts, labor, and a percentage of Fleet Services general overhead.
- Vehicles/equipment will be purchased through the Vehicle and Equipment Replacement Fund (Johnson County Fund 3020) following guidelines set forth in the Johnson County Vehicle & Equipment Replacement Procedures.

FLEET SERVICES CONTACT INFORMATION

FLEET ADMINISTRATION

Chris Butler; Fleet Manager

Chris.butler@jocogov.org

913-715-0738

Cell: 913-207-2062

Brian Dowling; Fleet Analyst

Brian.Dowling@jocogov.org

913-715-1118

Cell: 913-223-1027

SERVICE CENTER

Dan Comtesse (FSR)

Dan.Comtesse@jocogov.org

913-715-8671

Cell: 913-708-1750

Todd Rew (FSR)
Todd.Rew@jocogov.org
913-715-8345
Cell: 816-738-5333

SERVICE LEVEL AGREEMENT - CUSTODIAL

Cleaning Tasks and Process/Programs for Johnson County Library Buildings

Chemical Usage and Requirements:

The following list of cleaning supplies / chemicals is preferred by Johnson County;

Hillyard cleaning products: Green Seal Certified

1. EPA Design for the Environment (DFE) Standard for Safer Cleaning Products
2. Eco Logo Program, Third-party certification of environmentally preferable products.
3. UL rated slip resistant

Hillyard Suprox #38 for multipurpose cleaning

Hillyard Top Clean #10 for floor cleaning during non-ice melt season

Hillyard Non-Acid Restroom Disinfectant/cleaner #19 for disinfecting

Hillyard Windo-clean #2 for glass and mirrors

Hillyard Neutralizer #18 for floor cleaning during ice melt season

Hillyard Carpet Prespray #14 for carpet extraction

Hillyard Carpet Spotter #15 for spot removal on carpet

Hillyard Carpet pH Rinse for use in clean water tank for extraction of carpets

Microfiber: (color code system must be used suggested as follows)

Red cloth for urinals and toilets

Green cloth for surfaces, dusting, sinks, and counters, etc.

Blue cloth for glass/mirrors

Purple cloth for white boards

Flat mop system for cleaning floors – blue mops

Equipment Requirements:

All equipment used regularly in Johnson County Library buildings from the beginning of the contract must be new equipment. Vacuums and other cleaning equipment must be certified by the Carpet & Rug Institute, CRI. The equipment must meet Green “LEED” requirements since many of the JOCO buildings are certified “LEED” facilities. All equipment shall be continually serviced, cleaned, and replaced when needed to maintain its efficiency and professional appearance, including the replacement of vacuum bags and filters regularly. A written service plan and schedule for all equipment must be provided in writing to include who will be responsible to care for the equipment and how replacement equipment and supplies will be provided. All equipment will need prior inspection and authorization for the Johnson County Library buildings by manager of Johnson County Facilities Management Department or assigned manager; and all cleaning chemicals, products and equipment can be required to be changed or stopped usage of by the manager of Johnson County Facilities Management or assigned manager upon their opinion the item does not meet or provide the quality results required.

Additional Background/Security requirements: Some Johnson County Library buildings require additional background/fingerprinting along with training to be authorized to enter and clean these

buildings, as of current there are two backgrounds in place: (Johnson County reserves the right to add additional backgrounds as needed).

1. Sheriff's Background/fingerprinting, along with this background once cleared there is a KJVIS training required before authorized to enter the buildings needing this background. (Paperwork taken with to designated location to be turned into sheriff's staff at time of fingerprinting, appointment for fingerprinting and KJVIS training will be set up through Johnson county manager.
2. Johnson county Mental Health background, paperwork required to be submitted before custodian will be allowed to enter and clean. (Paperwork turned into Johnson County Manager for submittal.)
3. All custodial Staff entering a Johnson County Library building to perform work need to display a Johnson county Access card and be wearing a contract custodial uniform shirt (contract custodial company t-shirt, etc.) always while in the building. (Not to be worn outside of work or building).

Quality Control/Levels of Cleaning Requirements:

The following cleaning level APPA standards will be used and expected to be followed maintaining a level 2 or higher (level 1 is top of scale).

Level 1 – Orderly Spotlessness

Level 1 establishes cleaning at the highest level. This would be considered show-quality cleaning for that prime facility. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors and base moldings shine and /or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers are empty, clean, and odor-free.

Level 2 – Ordinary Tidiness

Level 2 is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms, and similar type facilities are not acceptable. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
 - Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
 - Trash containers are empty, clean, and odor-free.

Level 3 – Casual Inattention

Level 3 reflects the first budget cut, or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an

unacceptable level of cleanliness. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors are swept clean, but upon close observation dust, dirt, and stains, as well as a buildup of dirt, dust, and/or floor finish in corners and along walls, can be seen.
- There are dull spots and/or matted carpet in walking lanes, and streaks and splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.
- All fixtures are clean.
- Trash containers are empty, clean, and odor-free.

Level 4 – Moderate Dinginess

Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People beginning to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good “spring cleaning.” *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors are swept clean but are dull. Colors are dingy, and there is an obvious buildup of dust, dirt, and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks that will be difficult to remove.
- Fixtures are dingy.
- Trash containers have old trash and are stained and marked. Trash cans smell sour.

Level 5 – Unkempt Neglect

Level 5 is the final and lowest level, “just-in time cleaning.” The facility is always dirty, with cleaning accomplished at an unacceptable level. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy, and there is a conspicuous buildup of dirt, dust, and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.
- Fixtures are dirty with dust balls, flies, etc.
- Trash containers overflow and are stained and marked. Trash containers smell sour.

Inspection sheets:

Written inspection sheets will be provided by the manager of Johnson County Facilities Management or the assigned supervisor showing deficiencies, improvements needed, suggestions, comments to meet the quality standards required of the contract/scope of work to the Contract management on a regular basis this will include positive feedback also.

Non-Performance Recourses: (contract custodial buildings only)

1. Definition: "Services" as used in this clause, includes services performed, workmanship and quality, and materials furnished or used in the performance of services.
2. The Manager of Johnson County Facilities Management or assignee for each agency/department has the right to inspect and test all services called for by the contract, to the extent practicable always and places during the term of the contract.
3. If any services do not conform to the contract requirements, the County may require the Contractor to perform the services again in conformity and quality with the contract requirements, at no increase in contract amount. An inspection check sheet of any deficiencies will be presented to the contractor by the Manager of Johnson County or assignee. When the service deficiencies are not corrected within three days by re-performance, the county may:
 - a. Require the contractor to take the necessary actions to ensure that future performance conforms to contract requirements.
 - b. Assess a financial penalty, based on the percent of deficiencies identified to the contracted work for the facility.
4. If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the contract requirements, the county may:
 - a. By contract or otherwise, perform the services and charge to the contractor any cost incurred by the county that is directly related to the performance of such service; or
 - b. Terminate the contract for default.
5. No-show days will be deducted from monthly payments and may be cause for cancellation of the contract.

Contingency/coverage plan:

A written plan of coverage and contingency to cover open and unexpected call offs needs to be in writing and provided to Johnson County Facilities Management Manager or assigned manager. Also, a written plan of occupancy of positions (custodians assigned to which buildings) in all buildings needs to be provided and updated through the assigned Johnson County manager. Immediate notification of any termination of contract custodian must be communicated to assigned Johnson County Manager for deactivation of access card, and all access cards must be returned to assigned Johnson County Manager.

General scope/specifications for cleaning room types (Tasks and Frequency):

Restrooms:

Daily Tasks:

Spray all fixtures, dispensers, high touch areas such as door handles, light switches, etc. with disinfectant (allow 10 min. dwell time or indicated dwell time per disinfectant).

Spot disinfect walls, partitions, vertical and horizontal surfaces.

Empty trash, spot clean trash container and reline.

Check, empty, and reline sanitary napkin receptacles.

Check and refill all dispensers.

Damp wipe sinks and counters, and the outside of fixtures/dispensers.

Scrub urinals and toilets with bowl swab or brush also wipe the outsides of the toilets and urinals (flush to rinse).

Clean mirrors.

Sweep or vacuum floors

Damp mop floor (with floor cleaner).

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Wipe completely and disinfect walls and partitions.

Disinfect trashcans and sanitary napkin receptacles.

Mop floors with disinfectant solution.

Pour water or provided enzyme down floor drains.

Break Rooms/Kitchens:

Daily Tasks:

Spray sinks, counters, drinking fountains, high touch areas such as door handles, light switches, etc. with disinfectant (allow 10 min dwell time or indicated dwell time per disinfectant).

Empty trash and recycle containers, spot clean, and reline.

Refill dispensers.

Wipe down tables, chairs, counters, sinks, drinking fountains, light switches, and door handles.

Wipe off fridge, coffee makers, and microwave (inside and outside of microwave).

Vacuum carpet or wet mop tile (VCT) floor

Weekly Tasks:

Dust high and low areas to include ledges, vents, fridges, and lights.

Remove mineral spots from sinks and drinking fountains.

Disinfect and clean trash and recycle containers.

Disinfect door handles and doors.

Spot clean glass and vertical surfaces (walls)

Disinfect tile (VCT) floor.

Conference Rooms, Meeting Rooms, and Interview Rooms, class rooms:

Daily Tasks:

Empty trash and recycle cans (community recycle only), spot clean, and reline.

Disinfect and wipe counters, tables, chairs, sinks, drinking fountains, door handles, and light switches.

Wipe off microwave and fridge (inside and outside of microwave if one is present).

Refill dispensers.

Clean chalk and white board tray. (Erase and clean board upon request only).

Vacuum or wet mop (with floor cleaner) depending on floor type.

Spot clean carpets and vertical surfaces (walls)

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and door handles.

Clean glass.

Clean and Dust blinds.

Fitness Room:

Daily Tasks:

Empty trash and recycle containers, spot clean, and reline.

Wipe down and disinfect equipment and counters.

Disinfect light switches and door handles.

Spot clean mirrors.

Wet mop floor with disinfectant.

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and handles.

Clean mirrors.

Dance Studio:

Daily Tasks:

Empty trash and recycle containers, spot clean, and reline.

Wipe down and disinfect equipment and counters.

Disinfect light switches and door handles.

Spot clean mirrors.

Sweep/dust mop floor

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and handles.

Clean mirrors.

Offices/Cubicles:**Daily Tasks:**

Empty trash and recycle containers (community recycle only), spot clean, and reline.

Wipe chairs, fingerprints on open areas (we don't move anything on desks, shelves, or tops of cubes).

Disinfect door handles and light switches.

Vacuum carpet.

Spot clean carpet

Weekly Tasks:

Dust high and low areas to include ledges, vents, lights, and filing cabinets (we don't move anything on desks, shelves, or tops of cubes, etc.).

Disinfect doors and door handles.

Disinfect Trash containers.

Hallways/Lobbies/ Stairwells/Vestibules/Entrances:**Daily Tasks:**

Empty trash containers, spot clean, and reline.

Clean benches, counters, disinfect public phones, fountains, switches.

Spot clean glass, elevators including doors and vertical surfaces (walls).

Vacuum carpets and rugs.

Dust mop stairwells and clean hand rails.

Sweep, dust mop, or vacuum hard floor surface

Wet mop edges

Auto scrub open areas

Remove spots on floor

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash containers.

Clean elevators and doors.

Wet mop stairs

Clean glass and window ledges

Exam Rooms and Evaluation Rooms:**Daily Tasks:**

Empty trash and recycle cans (community recycle only), spot clean, and reline.

Disinfect and wipe counters, tables, chairs, sinks, drinking fountains, door handles, and light switches. (Do not clean Exam tables, nursing staff takes care of it)

Wipe off microwave and fridge (inside and outside of microwave if one is present).

Refill dispensers.

Clean chalk and white board tray. (Erase and clean board upon request only).

Vacuum, dust mop, and wet mop (with floor cleaner) depending on floor type.

Spot clean carpet if present and vertical surfaces (walls).

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and door handles.

Clean glass, window ledges, and blinds.

Remove hard water/calcium buildup on sinks and water fountains.

Custodial Closets and Storage: (All custodial closets should always be kept organized and clean and should meet the same standards as all other areas per the defined APPA standard as indicated in contract above.)

Daily Tasks:

Empty trash containers, spot clean, and reline; remove trash and debris

Disinfect door handles and light switches

Organize and clean equipment and chemicals for storage

Check inventory on paper supplies and report needs

Sweep or vacuum floor

Spot clean floors

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Wet mop floors

Monthly Tasks:

Deep scrub floors or as needed

Floor care plan and Special Projects:

*General Frequency for floor work – based on manufacture Warranty and service specification (always refer to Manufactures Specifications and use proper chemicals.

Carpet

Vacuum per the following frequency: (depending on usage, traffic, type of usage frequency could be more often)

Heavy Traffic areas (Lobbies, Hallways, Cafeteria, etc.) – Daily

Medium traffic areas (Office areas, Conference rooms, etc.) – Twice a week

Light traffic areas (executive Offices, meeting rooms, etc.) – Once a week

Spot vacuum – Daily

Edge Vacuum – Per above frequency

Extraction per the following frequency:

Deep (hot water extraction) – Annually

Interim extraction – Six Months from Annual deep clean

Traffic Lanes – Quarterly

Entrances/Matting extracted after each Snow event/ice melt

Spot Removal – Daily

Hard Floor Surfaces (VCT, Quarry Tile, Porcelain Tile, Ceramic Tile, Nora Flooring, Low maintenance flooring, Polished concrete)

General care:

Swept/vacuumed – Daily

Wet Mopped or Auto scrubbed – Daily

Edge mopped -- Daily

Spot removal – Daily (should be removed as soon as they can be after the spill)

Buffing/Spray Buffing -- Quarterly or depending on floor traffic and usage

Deep Scrub of Ceramic, Porcelain Tile, or Quarry Tile – Monthly depending on Usage and Traffic

Deep Scrub and recoat or Strip and reseal – Annually (for any floor with Seal or finish on it.)

Nora flooring or low maintenance flooring – cleaned per specifications usually scrubbed with slow speed monthly or quarterly depending on traffic and then can be buffed.

Wood Floor Surface – (Dance studio floor)

Sweep or dust mop – Daily

Vacuum using the bare floor setting (back pack vacuum) – Weekly

Damp mop with mixture of vinegar and water – Weekly

Clean with recommended wood flooring cleaner – Monthly

Maintenance coat – every 3 -5 years

Sand and refinish – every few decades – (this will be negotiated as extra cost or performed in house).

Plyron Flooring – (Theater and studio floors)

Sweep or dust mop – Daily

Vacuum using the bare floor setting (back pack vacuum) – Weekly

Damp mop with vinegar and water or approved neutral cleaner – Weekly

Clean with recommended wood flooring cleaner – Monthly

Maintenance coat – every 3 -5 years (this will be negotiated as extra cost or performed in house) (floor will be painted often).

Specialties:**Lobby or Public furniture**

Cleaned, vacuumed, disinfected – Daily

Spot removal -- Daily

Deep cleaned/extracted -- yearly

Exterior Windows – (inside and outside to include screens if present)

Will be scheduled and cleaned twice a year – early spring and late fall

Trash

Reline / relining trash receptacles – replace trash liner per the following: Food or liquid in trash, torn liner, soiled liner

Training Requirements: Training of Contract custodial staff is the responsibility of the Contract Company and must meet or exceed the following requirements and be defined in writing.

1. Blood borne Pathogen – all custodial staff including managers must be trained
2. PPE – All custodial Staff including Managers must be trained
3. HAZCOM – All Custodial Staff including Manager must be trained
4. Global Harmonization (GHS) – All custodial Staff including Managers must be trained
5. CITS/CIMS training courses or Hillyard training courses – All custodial Staff including Managers.
6. Shadow training/mentor training program – All Custodial Staff
7. Floor care training program (Hillyard or equal) – All Custodial Staff providing this type of work.
8. Equipment training program – all custodial staff providing the service using equipment
9. Documented/certification program for body fluid and blood clean up.

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 10, 2020

Re: **Annual renewal of Memorandum of Understanding with HCCI**

Issue: Annual renewal of MOU between Johnson County Library and Housing and Credit Counseling, Inc. (HCCI)

Background: Since 2014 Johnson County Library and HCCI have collaborated to present the Women & Money financial literacy education program. The program has consistently received very positive responses from participants.

HCCI and Johnson County Library wish to continue the collaborative partnership to promote financial literacy in 2021.

Changes in the MOU have been made to the potential program format, which may now be offered in three ways:

- as a series of six to eight evening classes; and/or
- as a day-long Saturday venue featuring a keynote speaker (author or motivational speaker) accompanied by breakout classes; and/or
- as a series of webinars presented over a period of weeks or months.

The MOU also broadens the marketing for the program to include the general public.

Attachment(s): 2021 renewal agreement



**Memorandum of Understanding
between
Housing and Credit Counseling, Inc. (HCCI)
and
Johnson County Library (JCL)**



The parties to this Memorandum of Understanding are:

- 1) Housing and Credit Counseling, Inc, hereinafter referred to as HCCI; and
- 2) Johnson County Library, hereinafter referred to as JCL.

Whereas: HCCI's mission is to counsel and educate all people to achieve their personal housing and financial goals; and

Whereas: JCL's mission is to provide access to ideas, information, experiences and materials that support and enrich people's lives; and

Whereas: HCCI and JCL wish to continue a collaborative partnership to promote financial literacy.

Whereas HCCI and JCL have received very positive responses to the Women & Money financial literacy education program initiated in 2014 continuously presented in various formats since then; and

Whereas the intent of this program has been and continues to be to annually offer a learning opportunity that addresses topics covering:

- household budgeting, debt management and credit building, investing, saving; and also, as time allows, incorporates other related life planning topics such as:
- wills and durable powers of attorney for health and financial decisions;
- small business development and money management;
- and other timely topics such as career planning and student loan debt.

Whereas JCL and HCCI have developed this program that may now be offered in three distinctly different formats:

- as a series of six to eight evening classes; and/or
- as a day-long Saturday venue featuring a keynote speaker (author or motivational speaker) accompanied by breakout classes; and/or
- as a series of webinars presented over a period of weeks or months.

Whereas HCCI and JCL have developed options for presenting this financial literacy program so that class topics appeal to and are marketed respectively to:

- target women only;
- target a general public, inclusive of all.

HCCI and JCL do now jointly agree to pursue planning for a financial literacy program in 2021 that may include any of the components listed above based on circumstances that will be determined in 2021 related to consideration of these and potentially other options to:

- host face-to-face gatherings of small groups or large audiences based on public health standards;
- market successfully for the type of venue selected in 2021 (evening classes, a Saturday venue, webinars, a hybrid of any of these formats or other format/s to be developed).

The parties mutually agree to:

- 1) accept the responsibilities and terms outlined in this Memorandum of Understanding as a broad guideline for their shared commitment to collaboratively initiate a financial literacy program/s in calendar year 2021 (provided HCCI secures adequate funding); and
- 2) identify, as it may be appropriate, future opportunities to collaborate to meet the financial literacy needs of Johnson County residents.

Part II: Roles and Responsibilities

Whereas: JCL and HCCI wish to define work responsibilities so that shared responsibilities will maximize successful outcomes; and

Whereas: JCL and HCCI wish to market and promote the program as a shared endeavor, based on HCCI's financial literacy work and recommendations; and

Whereas: HCCI wishes to retain all trademarked branding of the HCCI financial literacy education program. When webinars are presented and recorded, HCCI retains the right to only make HCCI speaker webinars available for a 48-hour period. HCCI webinars will clearly display HCCI's logo.

The parties mutually agree to name staff to represent the best interest of each party in this collaborative endeavor.

The primary staff person representing the leadership direction of Johnson County Library shall be:

- **Marty Johannes**, Careers / Personal Finance Librarian

The primary staff person representing the leadership direction of Housing and Credit Counseling, Inc. shall be:

- **Lynne Crabtree**, Grant Writer / Communications Manager

Communication by the parties shall be by phone, e-mail and in meetings by videoconferencing, as needed.

The parties mutually agree to cooperatively select the type of venue, topics, speaker/s based on any special circumstances that may be determined in 2021 and to market the program(s); and the parties mutually agree to delegate work tasks as follows:

Housing and Credit Counseling, Inc. will:

- develop a program budget;
- determine the validity of and have sole responsibility for authorizing expenditures to be paid by HCCI;
- secure sponsor funding;
- develop, with input from JCL Staff, marketing pieces including but not limited to print, digital, visual and audio;
- contact speakers to finalize all arrangements for presentations and related travel and lodging, with assistance from JCL, as may be needed;
- prepare, with input from JCL Staff, resource documents for participants attending;
- coordinate the evaluation process to document outcomes;
- prepare and make available for distribution by JCL printed or electronic outcomes evaluation tools;
- analyze and report outcomes with assistance from JCL Staff;
- document outcomes, with assistance from JCL Staff, in a final report.

Johnson County Library will:

- determine the validity of and have sole responsibility for authorizing expenditures JCL may offer to pay;
- finalize and provide all room arrangements, class set-up, audio-visual equipment and other event-related technical and support equipment as may be needed;
- develop an enrollment system and manage the enrollment of participants;
- produce an attendance roster and maintain and report attendance;
- identify community sources that will collaboratively market the event at no charge to JCL or to HCCI and promote the program through outreach to these partnering community sources;
- identify potential volunteers to assist with the logistics of the event; and
- engage and provide supervision for volunteers.

In addition, HCCI and JCL agree:

- Speakers identified for previous venues will be considered as preferential presenters provided they are available;
- All potential speakers will be interviewed by phone, in person and/or by videoconferencing and vetted to assure the speaker is committed to the shared missions of HCCI and JCL; and
- HCCI will communicate with all speakers to assure they fully understand the requirement that **no** “sales pitch” of any product or service may be initiated by the speaker/s.

Assurances:

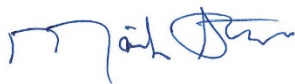
- 1) HCCI has assurance from the Office of the Kansas Securities Commissioner (KSC), a division of the Kansas Insurance Department, that HCCI is invited to apply for grant funding for this joint project to be presented in the upcoming state fiscal year. HCCI anticipates an award from the Kansas Department of Insurance will be confirmed in ample time to assure planning for the program described in this Memorandum of Understanding.
- 2) HCCI anticipates adequate funding can be fully secured by mid-summer from other sponsors (including banks and credit unions) to implement the project..
- 3) JCL has offered to investigate potential funding sources that may be approached by JCL or HCCI.

Contingency:

HCCI and JCL working as mutual partners in the best interest of both parties, reserve the right to cancel the program at any time on or before July 1, 2021 should unknown circumstances arise that may negatively impact the options for developing and delivering the program in a cost-effective way.

Commitment to the Partnership:

We the undersigned, as representatives of the partnership, have read and agree with the preliminary draft outlines, program agenda and descriptions of this project and with the scope of work described in this Memorandum of Understanding.



by: _____
Marilyn Stanley, Executive Director
Housing and Credit Counseling, Inc.

by: _____
Sean Casserley, County Librarian
Johnson County Library

10/29/2020
date: _____

date: _____

Library

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 10, 2020

Re: **Central: Temporary closure to construct “Little Central” area**

Issue: Consider a temporary closure of Central Resource Library for a period of one week (2/8/21-2/14/21) to allow for the construction of temporary partitions, and moving and installation of other equipment to facilitate the creation of the “Little Central” area, contingent on the authorization of the amendment to the construction contract.

Suggested Motion: I move to approve a temporary closure of Central Resource Library for a period of one week (2/8/21-2/14/21) to allow for the construction of temporary partitions, and moving and installation of other equipment to facilitate the creation of the “Little Central” area, contingent on the authorization of the amendment to the construction contract.

Background: Central Resource Library will be under construction for several months in 2021. To continue to allow public access and use of the building, the contractor will create a partition near the public entrance. This temporary “Little Central” area will be available for patrons to return materials; pick up holds; use public PCs and have access to a printer and photocopier. Public restrooms will also be available.

Analysis: The construction of the temporary partition is anticipated to take several days. It is recommended that the Library Board approve temporary closure of the library during this time, reopening afterward with “Little Central” services in place. The closure will allow construction work to be done during business hours. This will also allow staff to convert the Learning Lab and Logan room into their temporary uses as Public PC Room and Staff Workroom. The temporary closure will also simplify patron communication and security of the spaces, versus being open when partitions are only partially in place. This recommendation will also benefit the project by not paying a premium for off-hours work.

Alternatives: 1) Not approve the temporary closure, which would result in more complicated patron messaging, patron confusion regarding which areas of the building were available, security concerns and sight lines in the building with partially constructed partitions in place, off-hours work by staff, and a higher cost for the partition work due to the off-hours nature.

Recommendation: To approve a temporary closure of Central Resource Library for a period of one week (2/8/21-2/14/21) to allow for the construction of temporary partitions, and moving and installation of other equipment to facilitate the creation of the “Little Central” area, contingent on the authorization of the amendment to the construction contract.

Suggested Motion: I move to approve a temporary closure of Central Resource Library for a period of one week (2/8/21-2/14/21) to allow for the construction of temporary partitions, and moving and installation of other equipment to facilitate the creation of the “Little Central” area, contingent on the authorization of the amendment to the construction contract.

Attachment(s): Overhead map showing Little Central area.

