



**Board Report
December 14, 2023**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, DECEMBER 14, 2023
Central Resource Library
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [YouTube Channel](#) 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 kangethep@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.....4

III. Remarks

- A. Members of the Johnson County Library Board of Directors
- B. Board Chair, Bethany Griffith
- C. Development Department: Written reports presented by Amber Bourek Slater, Volunteer Services Coordinator.....11
- D. Liaison, Board of County Commissioners, Janeé Hanzlick

IV. Reports

- A. Board Counsel – Andrew Logan and Fred Logan
 - 1. Review Board Governance Structure
 - 2. Authority for the Library to appoint Legal Counsel; manner in which Library Legal Counsel works cooperatively with counsel from cities and the County
- B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....14
 - b) Core statistics, Adam Wathen, Associate Director for Branch Services.....19
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Merriam Plaza Library.....22
 - i. Communications, Elissa Andre, Marketing & Communication Manager.....26
 - b) Capital Projects: Timeline Summary.....35
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Lackman Building Sale Update, Tricia Suellentrop, County Librarian
 - b) General Elections Update, Tricia Suellentrop, County Librarian
 - c) Fine Free Update, Elissa Andre, Marketing & Communications Manager, and Michelle Olsen, Circulation Manager.....38
 - d) Library Courier Truck Wraps, Elissa Andre, Marketing & Communications Manager.....48
 - e) Writers Conference, Helen Hokanson, Reference Librarian.....49
 - f) Prairie Village Update, Kinsley Riggs, Deputy County Librarian

V. Consent Agenda	
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B. Information Items	
1. Financial and Personnel	
a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2023 were handled in accordance with library and County policy.	
b) The October 2023 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures.	
C. Gift Fund Report	
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VI. Old Business	
A. Action Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Department of Health and Environment, Adam Wathen, Associate Director for Branch Services.....	87
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C. Action Item: Consider contract approval and approval of temporary closure of Shawnee for planned CRP upgrades, Megan Clark and Scott Sime, Project Coordinators.....	103
VII. New Business	
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B. Information Item: Consideration of renewal of MOU with the Friends of the Library, Amber Bourek Slater, Volunteer Services Coordinator.....	108
C. Information Item: Consideration of renewal of MOU with the Library Foundation, Amber Bourek Slater, Volunteer Services Coordinator.....	115
D. Information Item: Consideration of renewal of MOU with Johnson County Parks & Recreation District on behalf of Johnson County Museum, Jennifer Mahnken, Associate Director for Systemwide Services.....	126
E. Information Item: RFP for Public Computer Reservation and Printing Management, Michelle Beesley, IT Manager.....	135
VIII. Executive Session – CyberSecurity Audit Report from the County Auditors	
IX. Adjournment	

Dear Ms. Bethany Griffith:

Johnson County Public Library is listed as a friend on the American Public Square website.

I appreciate your support of vigorous public debate in Kansas City.

As father of three beautiful adult children: one gay, one transgender, and one bisexual, **I am concerned about the increase in violence against LGBTQ persons— as well as the rise in hostile rhetoric and laws targeted at making life more difficult, or even impossible for them.**

American Public Square (APS) planned a town hall on “Exploring Gender and Identities” to discuss transgender people in the context of anti-LGBTQ legislation. Despite the context of hostile laws, they did not invite any politicians responsible for anti-LGBTQ legislation. And by focusing narrowly on transgender issues they fell into the divide-and-conquer tactics of anti-LGBTQ politicians. While the town hall has been cancelled, APS plans to try again.

I want to encourage you to support American Public Square in their efforts to plan a better, more diverse town hall. I'm enclosing my open letter to Ambassador Katz and the Board of American Public Square to share my concerns directly with you. I do not need a personal response but will know that I have been heard when APS announces a town hall which is **more diverse** and invites people responsible for laws restricting LGBTQ people.

Yours,



Fred Kaffenberger

Kansas City, MO

Dear Ambassador Allan Katz and Board Members of American Public Square:

Thank you for cancelling American Public Square's planned town hall, "Exploring Gender and Identities." As father of three beautiful adult children: one gay, one transgender, and one bisexual, **I am concerned about the increase in violence against LGBTQ persons— as well as the rise in hostile rhetoric and laws targeted at making life more difficult, or even impossible for them.**

With such hostility on the rise, it makes sense to evaluate which events will contribute to reasoned discourse and greater understanding and acceptance, and which events are likely to deepen polarization and make public life less safe for people.

More diverse voices needed in town hall

While "Exploring Gender and Identities" was described as a discussion of gender identity in the context of anti-LGBTQ legislation, no local lawmakers were invited to discuss their concerns and rationale for targeting LGBTQ people. Instead, all three of the panelists critical of transgender people were lesbians— making the panel much less diverse than the discussion warrants.

LGBTQ people did not bring about this legislation, so it's unfair to make them the only ones discussing it— *especially by a group which in ten years of town halls has never addressed any LGBTQ issue.*

Most critically: how can we discuss LGBTQ issues in the context of restrictive laws if those responsible for the laws aren't invited to speak to their concerns?

Let's get it right next time

I appreciate your commitment to getting this right. With these concerns in mind, here are some parameters for a vigorous public discussion of laws targeting LGBTQ people:

- **Make the topic about legislation restricting LGBTQ people** instead of singling out a minority within a minority to defend themselves.
- **Invite local legislators responsible for writing laws which target LGBTQ people** to discuss their concerns with the public.
- **Bring in national and local experts supportive of LGBTQ people**, who can speak to the concerns of the legislators and answer questions from the public.

I share American Public Square's optimism in describing this important conversation as postponed and not cancelled. Broadening the topic to the appropriate scope and inviting lawmakers who are advancing restrictions on LGBTQ people could make for an event where both critics and supporters of LGBTQ people would feel that their concerns are being heard.

Thank you,

Fred Kaffenberger
Kansas City, MO

CC: Supporters and Friends of APS, Justice Horn, Anthony Strickland MD, Alex Pearson

Yosef Silver
8311 W. 97th Terrace,
Overland Park, KS 66212
ysilver@gmail.com

November 30, 2023

Board of Johnson County Library
9875 W 87th Street,
Overland Park, KS 66212
ask@jocolibrary.libanswers.com
kangethep@jocolibrary.org

Dear Members of the Library Board,

Concerns Regarding the Use of Public Library Space for Misinformation and Divisive Events

I am writing to express concerns about the use of a public meeting room at Antioch Library in Shawnee Mission, Kansas, by the Al Hadaaf KC organization for an event titled "Palestinian Liberation Training." While I appreciate the library's policy of offering free space for public use and acknowledge that the library did not organize this meeting, I believe it is crucial to address the potential implications of such events on community harmony.

Concerns About the Use of "Liberation" in the Context of Israel and Palestine

The term "liberation," defined as "the act of setting someone free from imprisonment, slavery, or oppression; release," takes on a particularly sensitive connotation in the current geopolitical context. Given the ongoing conflicts in the region, the use of this term in the event's title could be perceived as inflammatory and potentially misleading.

The Gaza Strip has not been occupied by Israel since the unilateral disengagement of this territory by Ariel Sharon's government in 2005. During the summer of that year, every Israeli home, settlement, and resident was removed from Gaza and it has been forbidden for Israelis to enter the territory. Israel continued to supply jobs, electricity, water, and to the citizens of

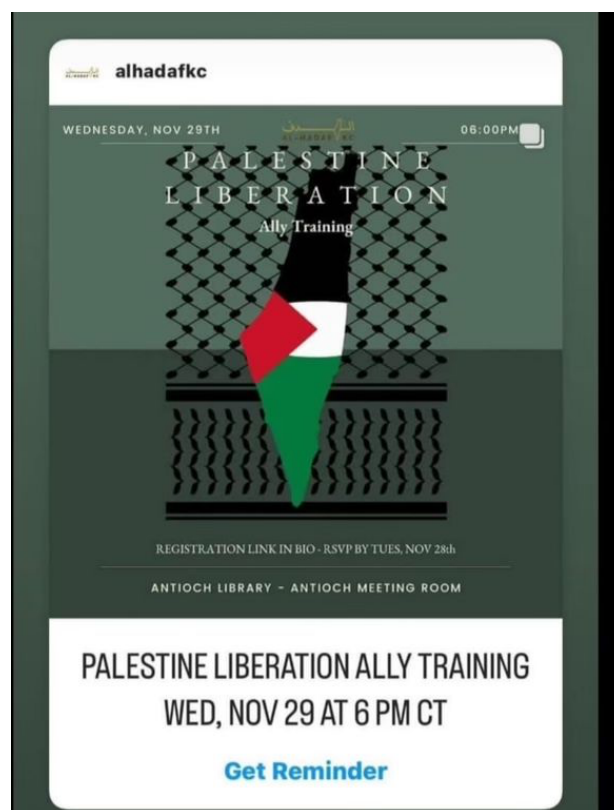
Gaza, despite knowing that Hamas used these resources to build a network of underground tunnels and attack Israel frequently.

On October 7, 2023, innocent Israelis and civilians from more than 30 countries paid the price for Hamas' inhumane treatment of the population of Gaza who continue to suffer today.

Graphic Depicting Palestinian Flag Over Israel's Boundaries For Event Promotion:

The use of a graphic depicting the Palestinian flag over the State of Israel's boundaries raises significant concerns. Such imagery can be interpreted as a symbol for the elimination of the State of Israel, a perspective that can intensify existing tensions and conflicts.

While I recognize the constitutional right to free speech, there is a fine line between freedom and inciting hatred. As a citizen of both America and Israel, this image fills me with fear of attack in both of the countries I call home. I have copied the image seen on Instagram below.



When comparing this image to the map of Israel, the flag is filling the borders of the sovereign land that is the State of Israel as established and recognized by the United Nations. This image

suggests to me that the *ally training* is calling for the *liberation* of all the land depicted in this map.

Al Hadaf's Association with the PFLP

It is also noteworthy that Al Hadaf was founded in 1969 by Ghassan Kanafani as a newspaper for the Popular Front for the Liberation of Palestine (PFLP), designated as a terrorist organization by the United States government since October 8, 1997 as well as the European Union, and other International bodies. This is an organization that has claimed responsibility for hijacking aircraft, shooting attacks at airports in Athens, Rome, and elsewhere, and multiple assassinations and attacks on civilians in Israel and abroad.

While I don't know that the Kansas City organization is associated with the Gaza City based newspaper affiliated with the PFLP, the use of this name raises serious concerns in my mind about the appropriateness of allowing a group with such connections to use public library spaces.

I understand that in 2005, United States Attorney Ken Wainstein discussed how section 215 of the USA PATRIOT Act protects libraries from improper use. He is quoted as saying "*Libraries should not be carved out as safe havens for terrorists and spies. We know for a fact that terrorists and spies use public libraries. In the spring of 2004, to give one example, federal investigators in New York conducted surveillance on an individual who was associated with al-Qaeda.*"

While I am not accusing the Kansas City Al Hadaf group of being terrorists, I am concerned that they choose this name for their group and would seek assurances that their meetings and *ally training* do not pose a risk to myself, my children, or my community.

Library as a Venue for Potentially Promoting Hatred

The Kansas City Star report on October 14, 2023, highlighted members of Al Hadaf chanting "from the river to the sea, Palestine will be free." This chant is identified by the Anti-Defamation League as an antisemitic slogan, commonly featured in anti-Israel campaigns and fundamentally a call for a Palestinian state extending from the Jordan River to the Mediterranean Sea, which includes the State of Israel.

Such expressions, particularly in a public and inclusive space like a library, are contrary to the values of community harmony and safety. Furthermore, Representative Rashida Tlaib was censured by the House for her public use of this slur.

Should there be any doubt that this is anything other than a call for the annihilation of Israel and Jewish people I urge you to review the transcript of former Hamas leader Kahled Mashaal's address to the people of Gaza on the 25th anniversary of Hamas in December of 2012.

"Palestine is ours, from the river to the sea and from the south to the north. There will be no concession on an inch of the land," he told the crowd on his first visit to Gaza. "We will never recognise the legitimacy of the Israeli occupation and therefore there is no legitimacy for Israel, no matter how long it will take."

The phrase also has roots in the Hamas charter which was revised in 2017 to reject *"any alternative to the full and complete liberation of Palestine, from the river to the sea"*. This refers to all areas of former Mandatory Palestine and by extension, the end of Jewish sovereignty in the State of Israel, as implied by the image used to promote this event at the library.

Sensitivity to the Local Jewish Community

Given the increase in reported hate crimes in Kansas, particularly those motivated by religion – rising from 28 incidents in 2020 to 45 in 2022, and more so since Israel was attacked on October 7, – it is especially important to consider the impact of such events on the Jewish community in Johnson County.

Providing a platform that could be perceived as endorsing a group advocating for the harm of any community goes against the principles of our public institutions, including libraries.

As recently as 10 August 2023, two months before the violent massacres of Israelis on October 7, 2023, Roeland Park passed a resolution adopting the International Holocaust Remembrance Alliance (IHRA)'s working definition of antisemitism at a city council meeting - but even this simple task of speaking up against the hatred of Jews in our local community faced opposition from two councilmembers, Michael Rebne and Miel Castagna-Herrera.

In light of these concerns, I urge the Johnson County Library Board to adequately vet the use of library spaces for organizations or events that could potentially promote divisive or harmful rhetoric. The library system, as a cornerstone of our community, should strive to maintain a safe and inclusive environment for all its patrons. I trust that the board will take this matter seriously and ensure that the library continues to serve as a beacon of knowledge, inclusivity, and community harmony.

Thank you for your attention to this important matter. I look forward to your response and am available for any further discussion or clarification needed.

Sincerely,

Yosef Silver

CC:

- Johnson County Board of County Commissioners
- Representative Sharice Davids, US House of Representatives
- Gavriela Geller, Executive director of the Jewish Community Relations Bureau (JCRB) and the American Jewish Committee (AJC)
- Sheriff Hayden, Johnson County Sheriff
- Mike Kelly, County Commission Chair



Monthly Report of the
Volunteer Coordinator to the
Board of Directors of Johnson County Library
December 2023

Presentations

At the beginning of November, the Volunteer Services Coordinator, Amber Bourek Slater, attended the Kansas Library Association where she presented a session called *Strategic Engaging Volunteers*. The session focused on balancing volunteer interest with the needs of the library, getting staff buy-in when creating new volunteer opportunities, and engaging volunteers to support the library. Additionally, Amber finished the training process to be a Johnson County Government LEAP (Leadership Empowers All People) presenter.

Summer Teen Volunteers

Conversations have started with branch staff about how to engage teen volunteers to support our popular *Summer Reading* program in 2024. Although details have not been finalized, we have identified additional staff members who can help with training and supervision. Last year, the Library had over 100 teens who contributed nearly 2,500 service hours supporting *Summer Reading*.

Volunteer Recognition

For Thanksgiving, weekly volunteers received a handwritten thank you card with personalized messages from the staff they work with regularly. On December 1st, the Friends of Johnson County Library hosted their annual holiday appreciation breakfast for 60 volunteers that serve the Friends of Johnson County Library. This social event was an opportunity for volunteers to meet and create community. Some of the volunteers normally volunteer from home or on other shifts and don't meet each other in person. This amazing group of volunteers have contributed over 17,000 hours of service in 2023.



Monthly report of the
Johnson County Library Foundation to the
Board of Directors of the Johnson County Library
December 2023

2024 JCL Foundation Board

We are pleased to announce the new board leadership for 2024.

- Julie Steiner, President – Julie is with the Lenexa Chamber of Commerce
- Stann Tate, President-Elect – Stan is with Menorah Medical Center
- Leigh Anne Neal, Past President – Leigh Anne is with the Shawnee Mission School District
- Ken Eaton, Treasurer – Ken is with Stepp and Rothwell, Inc.

New Board Members for 2024 include:

- Marsha Daley – Former university administrator that has been volunteering with the Friends of the Johnson County Library for many years, including serving on their board.
- Vicki Denk – Retired from Water One as a Senior Financial Analyst. Vicki just finished volunteering for the Friends of the Johnson County Library board.
- Kate Gasper – Partner with Lathrop GPM focusing on business law.
- Mike Sherry – Principal at On-Point Communications. You may have seen his work with The Kansas City Jewish Chronicle, KCPT-Channel 19, KC Business Journal, or the KC Star.

2024 Planning New Ideas

The JCL Foundation is planning for some new things in 2024. For example, in January and February we are launching a social media campaign called, “My Book Club is Better than Your Book Club”. The goal is to get more people documenting on social media their fun activities at the library. This will help the Foundation gain more followers to help us promote giving and events throughout the year.

More new ideas to come involving planned giving and social activities with older adults. We look forward to implementing and getting your feedback on what works and what can be improved.



Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library
December 2023

Community Engagement & Advocacy

At our December meeting, the Friends of Johnson County Library board voted to approve the 2024 advocacy agenda. This agenda, submitted to the board annually by our Community Engagement & Advocacy Committee, focuses on three items for the coming year:

- 1 – “Banned Books,” or more accurately, freedom of speech and intellectual freedom.
- 2 – State-level legislation aimed at destabilizing and defunding public libraries.
- 3 – State-level legislation aimed at mandating elected, rather than appointed, library governing boards.

Of course, we hope that it will be all for naught. However, we are prepared to act in defense of our beloved Library system if it proves necessary.

Vehicle Donations

We now accept vehicle donations! Thanks to a partnership with fellow 501(c)(3) Charitable Adult Rides & Services (CARS), it's as easy as a call or click. All types of vehicles are accepted – and yes, vehicle donations are tax-deductible. We are delighted to expand the menu of ways in which Library lovers can extend support and move our mission forward.

Our vehicle donation support team is available 24/7 at 855.500.RIDE (7433) or <https://careasy.org/nonprofit/friends-of-johnson-county-library>.

New Board Members

It's time to introduce to you our newest board members:

Misty Eytcheson (she/her) – You might remember Misty if you attended our Books n' Brews Event at ExBEERiment Brewery in Gardner, which was held in 2021. This wildly popular pop-up was ideated by Misty, and we are so fortunate to have her as a board member effective January 1.

Jae Moyer (they/them) – Jae serves as engagement coordinator at Mainstream Coalition and brings a wealth of knowledge in community engagement and advocacy. Their energy is so powerful, and we are wholly grateful for their gift of time and talent to our mission of Library support effective January 1.

Respectfully submitted,

Shanta Dickerson
Executive Director

Libraries for All. All for Libraries.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
October 2023
83% of Year Lapsed

OPERATING FUND

	2023 Budget
Programs	
Revenue	4,491,024
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	93,800
Transfer to Capital Projects	1,949,485
Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES	<u>\$2,043,285</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$2,447,739</u></u>

SPECIAL USE FUND

	2023 Budget
Revenue:	3,619,470
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	138,802
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	3,110,703
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$3,249,505</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$369,965</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$2,817,704</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2023
83% of Year Lapsed

REVENUE ALL FUNDS	2023 Year to Date	2023 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	40,648,142	41,255,380	99%	99%
Ad Valorem Delinquent	-233,130	208,493	-112%	28%
Motor Vehicle	3,416,944	3,537,320	97%	96%
Library Generated - Copying/Printing	75,703	104,359	73%	62%
Library Generated - Overdues / Fees	79,006	506,271	16%	52%
Sale of Library Books	0	50,000	0%	100%
Misc Other	1,426	18,703	8%	5%
Reimbursements	145,116	630,043	23%	41%
Library Generated - Other Charges	0	0	0%	0%
Investment	519,375	390,000	133%	203%
Unencumbered Balance Forward	0	1,000,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Recreational Vehicle Tax	22,326	18,094	123%	142%
Commercial Vehicle Tax	63,122	56,733	111%	123%
Heavy Trucks Tax	4,557	6,251	73%	90%
Rental Excise Tax	58,431	37,610	155%	124%
State and Federal Grants	132,569	265,638	50%	50%
TOTAL REVENUE	44,933,586	48,084,895	93%	97%

Expenses ALL FUNDS with Collection Encumbrance

Categories	2023 Year to Date	2023 Budget	% Categories Expended
Salaries and Benefits	19,436,319	23,741,078	82%
Contractual Services	3,838,391	6,301,653	61%
Commodities	4,207,921	5,095,281	83%
Risk Management Charges	227,766	303,688	75%
Capital / Maintenance / Repair	2,043,285	5,497,634	37%
Transfer to Capital Projects	3,110,703	3,619,470	86%
Grants	132,569	265,638	50%
Interfund Transfer	3,330,040	3,260,453	102%
TOTAL EXPENDITURES	36,326,994	48,084,895	76%

Revenue - Expenses as of October 31, 2023 **8,606,593**

RESERVES ALL FUNDS	As of 12/31/22
Reserves Operating Fund	17,438,848
Reserves Special Use Fund	2,464,433
Total JCL Reserves	19,903,281

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
October 2023
83% Year Lapsed

OPERATING FUND		2023	2023	% Program
	Programs	Year to Date	Budget	Expended
	Administrative Services	3,383,283	4,398,511	77%
	Information Technology	2,849,244	4,409,160	65%
	Collection Development	3,331,232	4,011,480	83%
	Branch/Systemwide Services	17,351,347	22,081,847	79%
	Risk Management Charges	227,781	304,538	75%
	Grants *	131,193	265,638	49%
	Transfer to Capital Projects	1,949,485	5,497,634	35%
	Interfund Transfer	3,265,499	3,195,912	102%
TOTAL OPERATING FUND EXPENDITURES		32,489,065	44,164,720	74%

SPECIAL USE FUND		2023	2023	% Budget
		Year to Date	Budget	Expended
	Contractual Services (General Maintenance)	0	173,705	0%
	Commodities (Capital Equipment)	138,802	127,000	109%
	Transfer to Debt Payment	0	0	0%
	Transfer to Capital Projects	3,110,703	3,619,470	86%
TOTAL SPECIAL USE FUND EXPENDITURES		3,249,505	3,920,175	83%

TOTAL EXPENDITURES	35,738,570	48,084,895	74%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
October 2023
83% Year Lapsed

ALL FUNDS		2023	2023	% Categories
	Categories	Year to Date	Budget	Expended
	Salaries and Benefits	19,436,319	23,741,078	82%
	Contractual Services	3,741,399	6,300,803	59%
	Commodities	3,717,851	5,095,281	73%
	Risk Management Charges	227,781	304,538	75%
	Capital / Maintenance / Repair	2,043,285	5,497,634	37%
	Transfer to Debt Payment	0	0	0%
	Transfer to PBC Capital Leases	3,110,703	3,619,470	86%
	Grants	131,193	265,638	49%
	Interfund Transfer	3,330,040	3,260,453	102%
TOTAL EXPENDITURES		35,738,570	48,084,895	74%

GRANTS*						
	Expenditures through 10/31/2023	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,568.53	\$132,568.53	\$0.00

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

Expenditure of Friends of the JCL Donations 2023

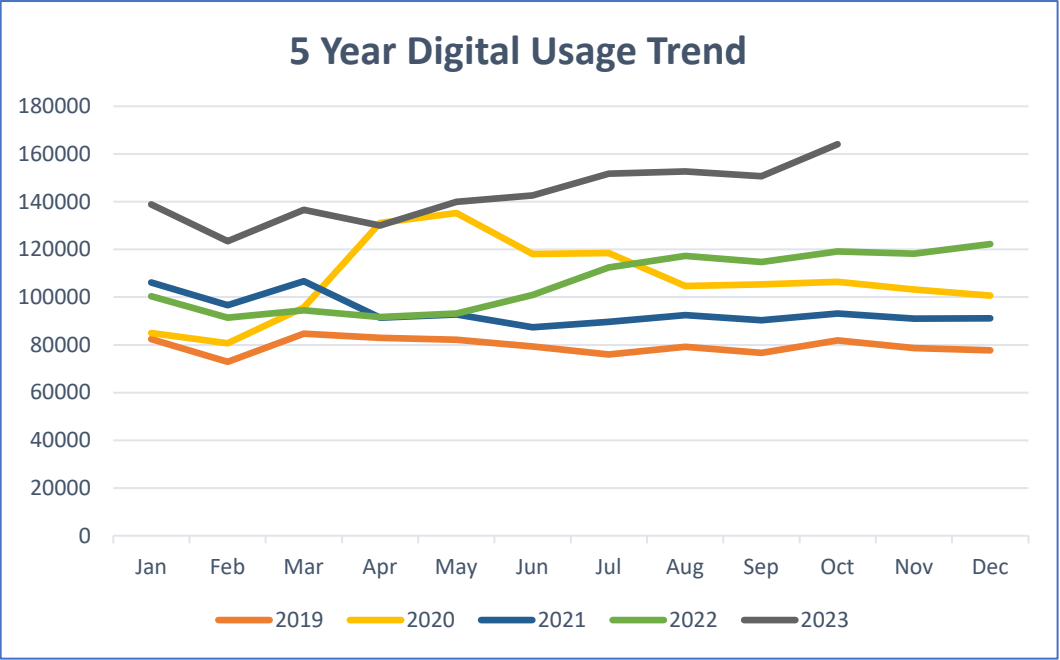
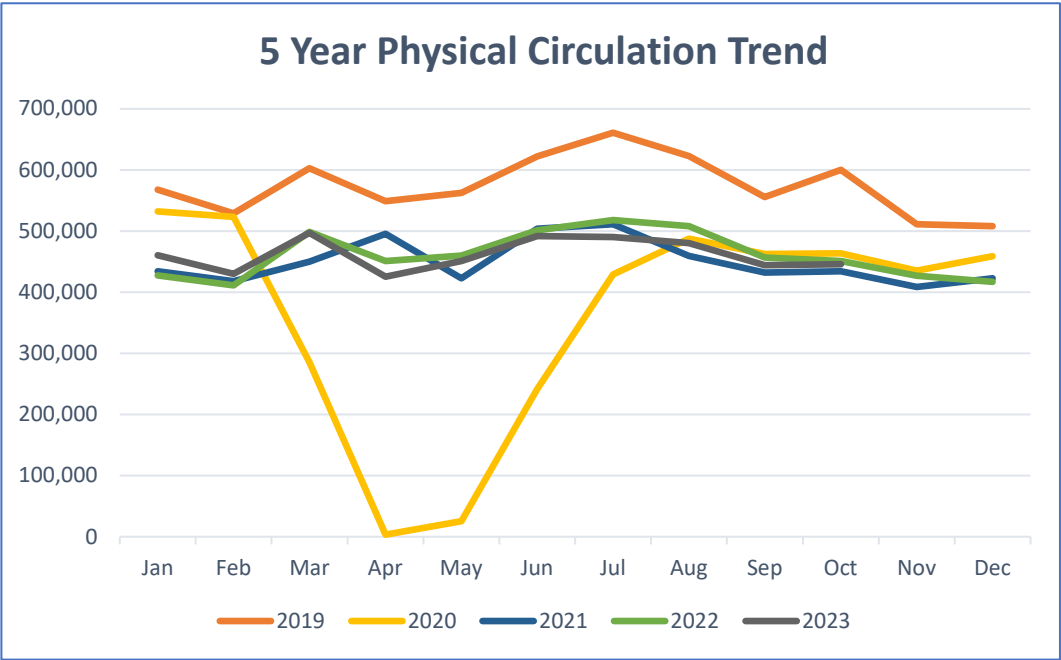
<i>Expenditure Details</i>	<i>October</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	570.77
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	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	281.76	281.76
Miscellaneous	0.00	0.00
Total Expenditures	\$ 281.76	\$ 852.53

Monthly Statistical Report

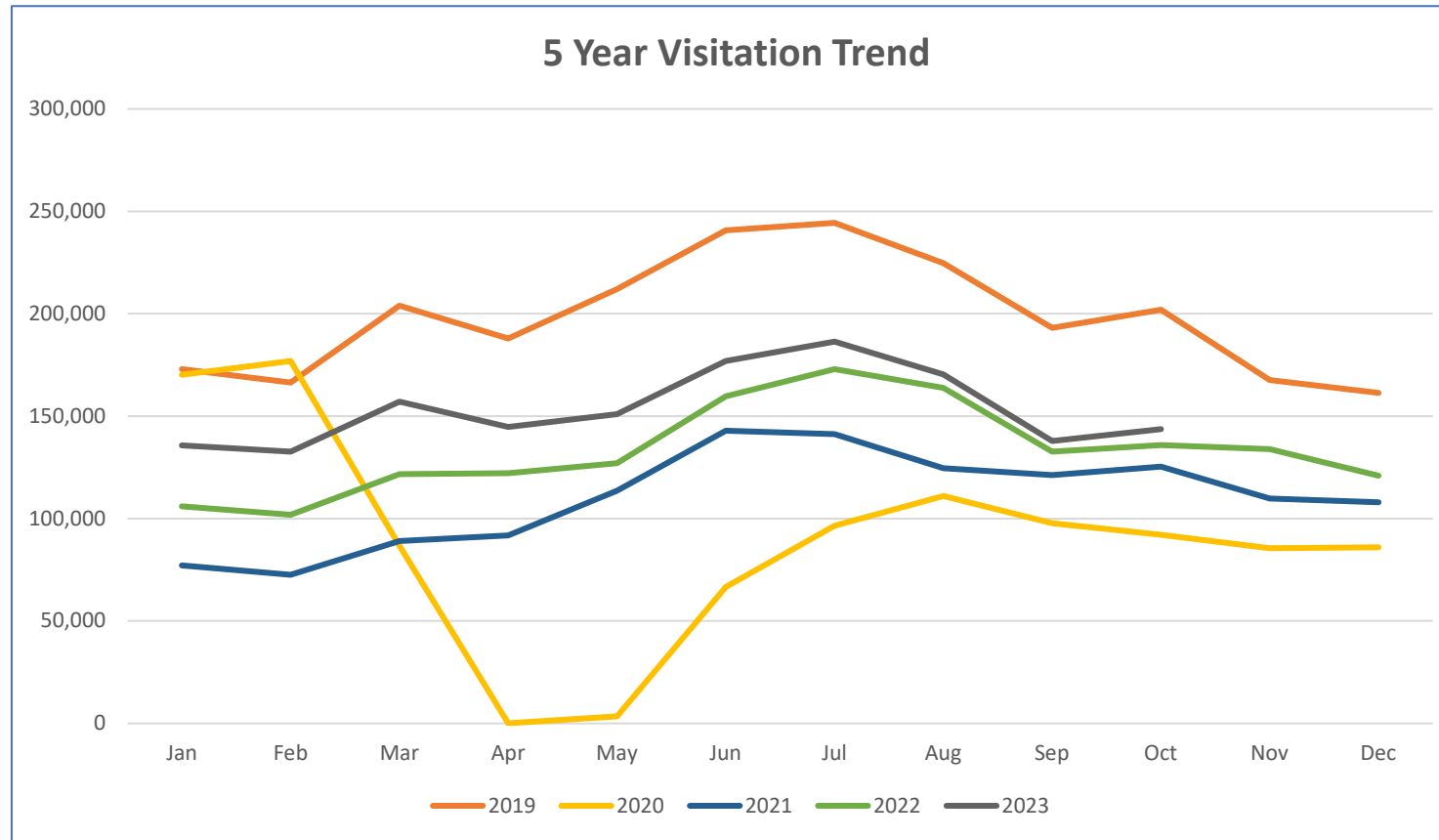
December 2023

JOHNSON COUNTY LIBRARY

Monthly Statistics



Monthly Statistics



Merriam Plaza Library

Update – December 2023



Updates

- Construction update
- Next steps
- Tours
- Timeline



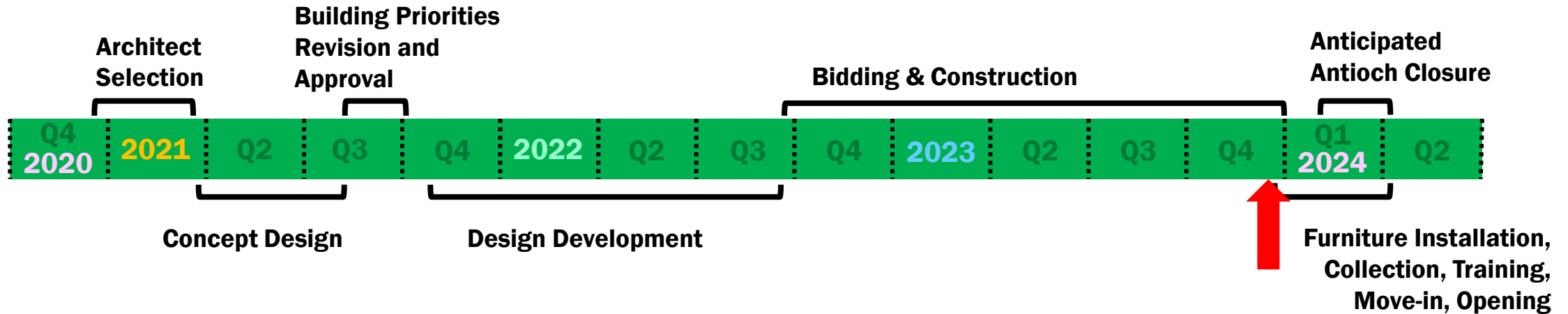
Next Steps

- Construction concludes
- Planning and implementing transition from Antioch to Merriam Plaza
- Project team updates



Merriam Plaza Library:

Updated Anticipated Project Timeline



Merriam Plaza Communications Update

December 2023



OUR TEAM

CX-COMMUNICATIONS



Lisa Allen (social media)
Erin Barnes (video/photo)
David Carson (web)
Patti Combs (internal)
Jo Field (web)
Cindy Frazer (graphic design)
Ben Oglesby (marketing)
Courtney Sammis (internal)
Jennifer Taylor (graphic design)

PROJECT MANAGER

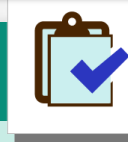


Elissa Andre

BRANCH MANAGEMENT

Amy Barclay
Sheida Bates

PROJECT MANAGEMENT



Scott Sime
Megan Clark

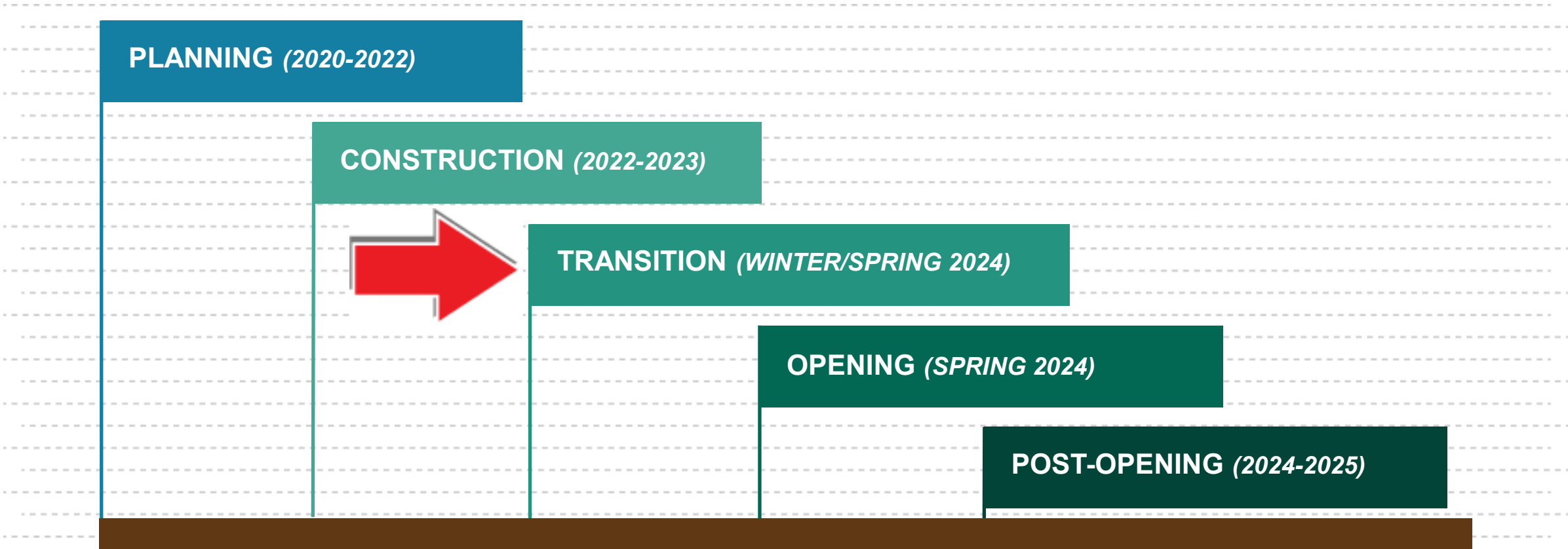
PARTNERS



JoCo Facilities
JoCo CMO/PIO
City of Merriam staff
Titan Built, LLC
Dake Wells Architecture



PROJECT PHASES



PLANNING

- Build Communication Plans for stages of the project
 - Identify stakeholders
 - Identify key channels and deadlines
 - Identify key messages and tone
- Establish key partnerships
- Look for opportunities
- Community engagement

GOAL: Build momentum and support for the project.



2020

2021



2022

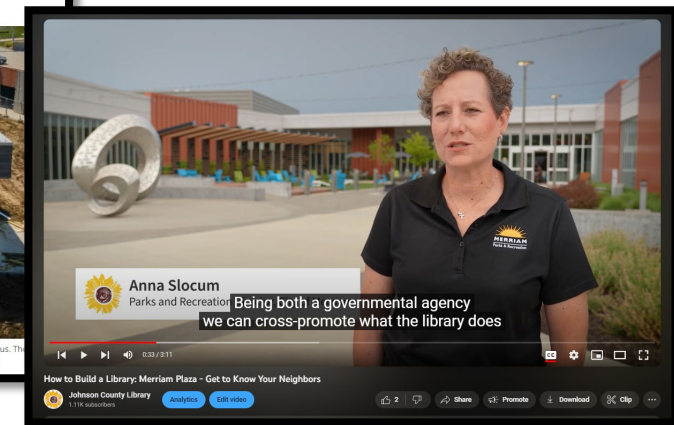
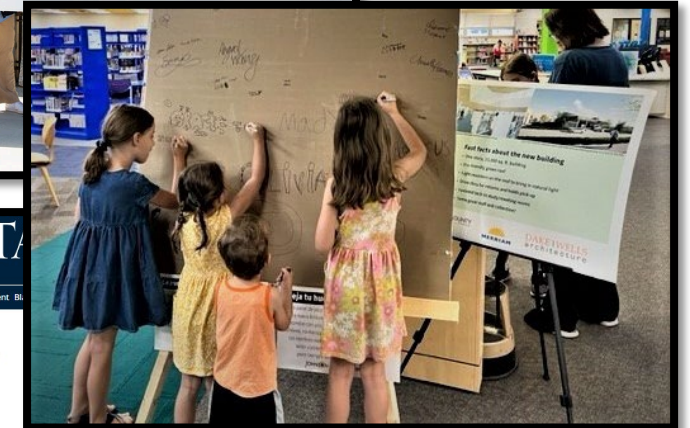
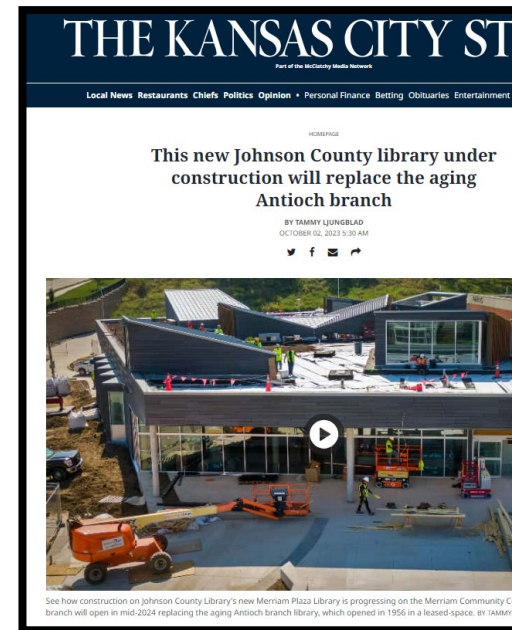


CONSTRUCTION

- Identify milestones and storytelling opportunities
- Establish cadence for communication
- Collaborate with key partners
- Involve the community as much as possible

GOAL: Build curiosity and excitement about the project.

2023



TRANSITION



- Reel back storytelling, focus on fact-based, time-sensitive communication
- Manage expectations about opening timeline
- Collaborate with key partners
- Extra focus on internal communication

GOAL: Antioch users know how to access Library services and staff are prepared for the transition.

Attention:
Antioch Library's last day of services will be Sunday, Jan. 28, 2024.

CLOSED

Antioch Library will close its doors at 5 p.m. Sunday, Jan. 28, 2024.

Merriam Plaza Library will open in spring

JOHNSON COUNTY LIBRARY

2023-2024

Antioch Closing & Merriam Plaza Opening

BY ELSA ANDRE

After just over a year of construction, the new Merriam Plaza Library (820 State St., Merriam) is nearing completion. The Antioch Library (8700 Shawnee Mission Pkwy., Merriam) will permanently close January 28, 2024, in order to transfer materials and staff to the new branch ahead of Merriam Plaza's spring 2024 opening.

The Antioch Library has been a fixture in the Merriam community for over 60 years. It was the first official Johnson County Library branch, opening as leased space in 1956. Voters approved a bond issue in 1961 that allowed the purchase of the building and property, in addition to the purchase of land for the Correll Library in Prairie Village. The branch has remained a popular and heavily used location over the decades, but Antioch also served as library headquarters until 1995, when Central Resource Library opened in Overland Park.

Though beloved, the aging facility has limited parking and would require costly repairs to remain usable. The

environment" of Antioch, they're excited about the new building's green roof, drive-thru and proximity to the new Merriam Community Center. As with the Library's Lenexa City Center location, joining a community campus is a welcome opportunity for the library, bringing enhanced convenience and an opportunity to share spaces and programming.

The 15,000-square-foot Merriam Plaza branch will pay homage to some of Antioch's most beloved features, such as the reading nooks in the kids' section. Community input sessions held by the library and architects led to features such as a convenient drive-thru, a large meeting room with updated technology to host storytime and other events, plus two well-equipped study rooms and a variety of seating options across the branch.

The architects honored the community's request to keep green space in the area with an attractive green roof featuring more than 7,000 plantings, which preserves the roof's lifespan while providing a place for pollinators and native vegetation. Spacious windows allow in natural light, and a covered front porch provides a welcoming outdoor gathering spot.

With all Johnson County building projects, 1% of the overall project budget was allocated for public art. The library's exterior will feature metal sculptures of wildflowers designed by multi-disciplinary artist Sage Vaughn, and local artist and designer Emily Alvarez will paint a four-wall mural in the building's meeting room. The mural will pay homage to the Webb family, long-time Merriam residents for whom the meeting room is also named. Alfonso and Mary Webb's 1949 lawsuit to desegregate Merriam schools laid the foundation for the landmark Brown v. Board of Education case five years later.

The anticipated total project cost is \$9.68 million, funded through the Comprehensive Library Master Plan and the library's mill levy. Merriam residents will not see a city tax increase to pay for this project. The Library Board of Directors intends to sell the Antioch land and building after the new library is officially open; proceeds from the sale will fund future library capital projects.

Visit the Library's YouTube channel to get a behind-the-scenes look at the entire building project. Monthly time-lapse videos show the library's progress since January 2023, and "How to Build a Library" episodes highlight project milestones through interviews with community members and project partners.

An exact date for Merriam Plaza Library's ribbon cutting will be announced in early spring.

Rendering of Merriam Plaza Library

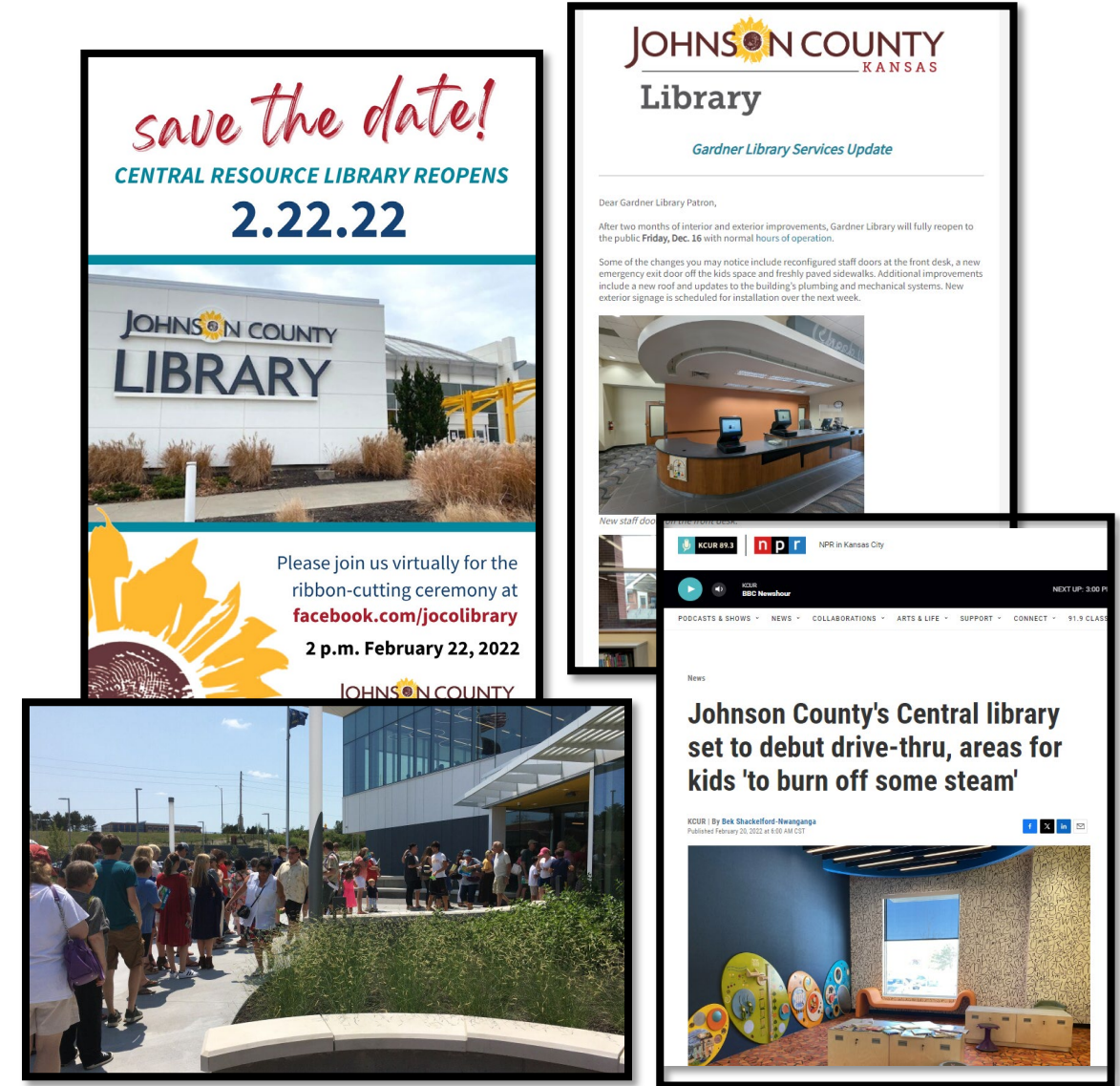
jccgov.org 17



OPENING

- Detail-oriented with clear milestones
- Frequent communication of key dates and information
- Stakeholder groups are activated and engaged in helpful ways.
 - Library staff and volunteers
 - City/County partners
 - Media outlets
 - Library/Merriam community

GOAL: The community uses and loves the new Library (and tells their friends).



Spring 2024



7

POST-OPENING

- Storytelling resumes.
- Look for new opportunities.
- Continue to engage stakeholder groups.

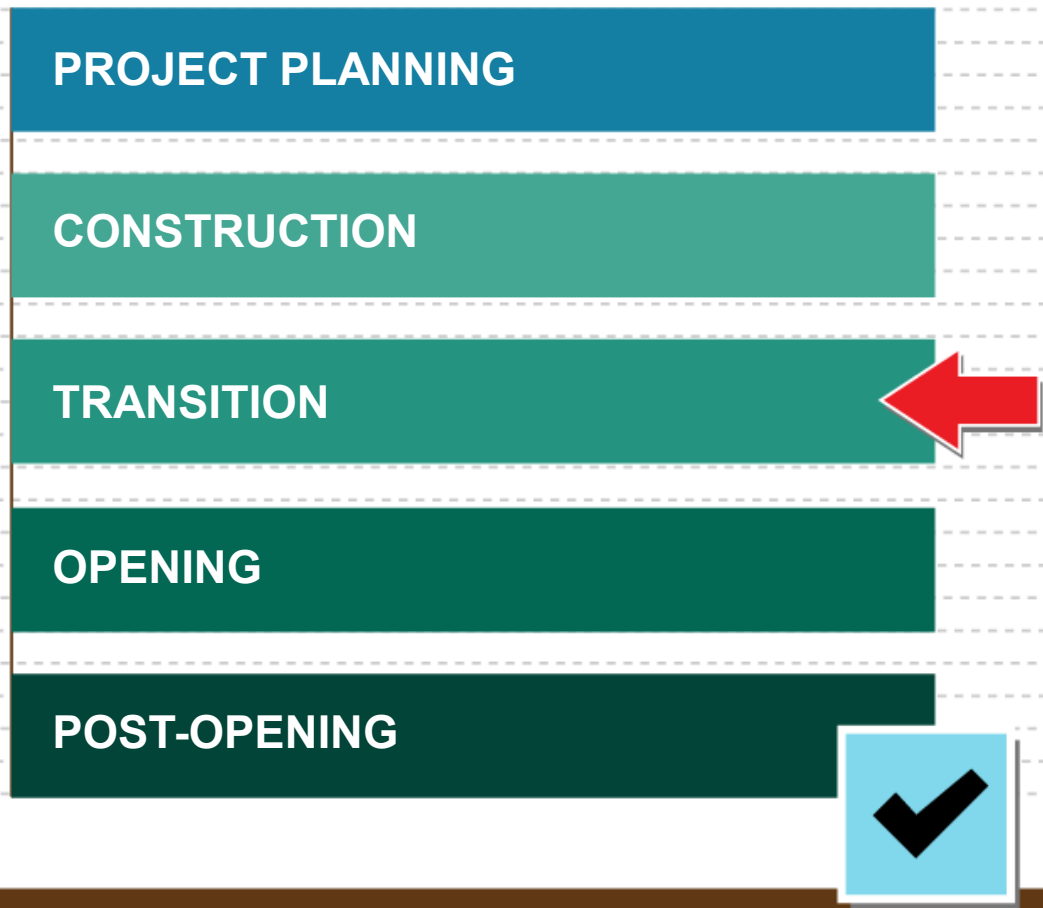
GOAL: Help the community deepen their relationship with the Library.



2024-2025



SUMMARY



GOAL
1. All stakeholder groups will feel well-informed and excited about the new Merriam Plaza Library.
2. Johnson County Library remains positioned within the community as innovative, responsive, and responsible stewards of taxpayer funds.

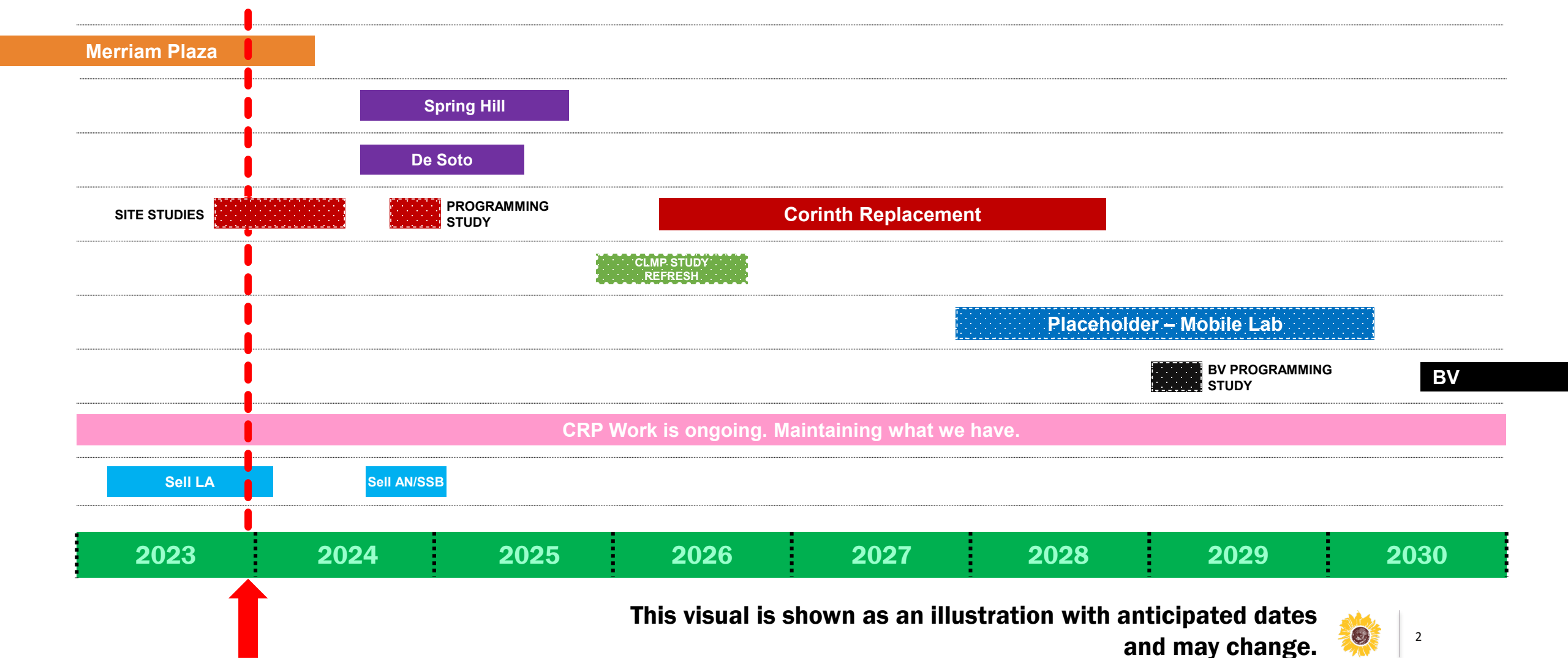


Capital Projects: Timeline Summary

December 2023



Capital Improvement Projects: Anticipated Timeline

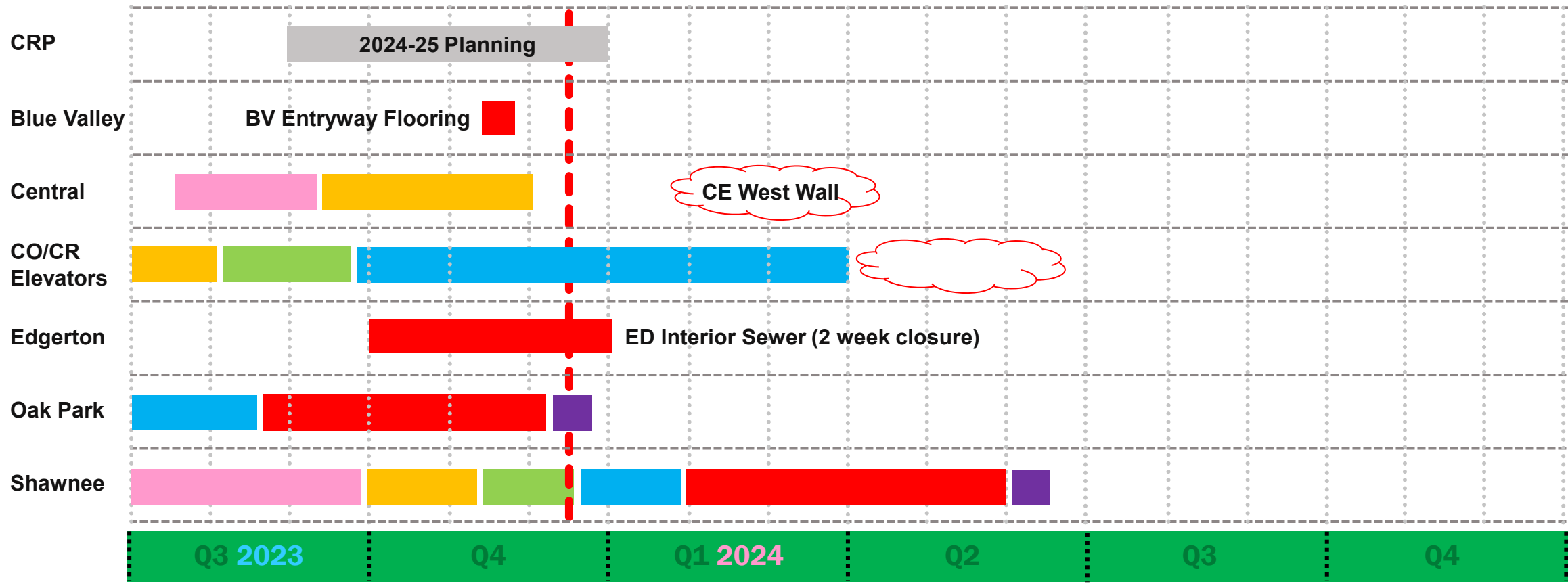


This visual is shown as an illustration with anticipated dates
and may change.



2023-24 CRP Anticipated Timeline

- Proposals / Design
- Bidding
- Contracts / Board Action
- Product / Material Submittals / Lead Time
- Building Closure
- FAC Activity / No Closure
- Substantial Completion / Move-in / Punch List Completion



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



Fine Free Trend Update

May-October 2023

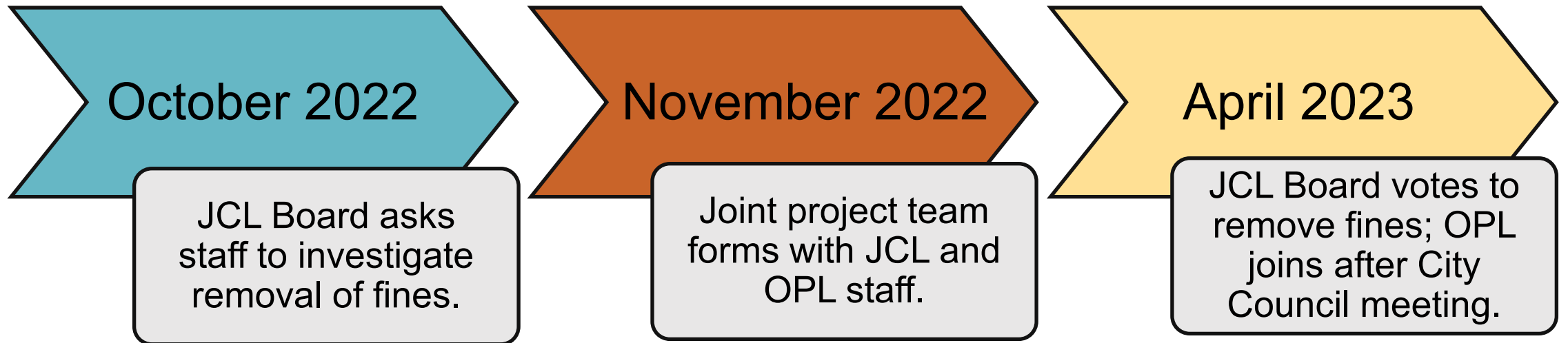
November 2023



Fine Free Project Overview

Project Goals

- Remove perceived and actual barriers to Library access
- Increase convenience for community members
- Reach lapsed cardholders and non-users



Fine Free Details

- Removed \$.30 a day late fine (highest in the KC Metro area)
- Raised the amount at which a Library user is blocked from checking out materials from \$25 to \$50
- Forgave all existing patron fines, except those in Bankruptcy or owing more than \$600
- Forgave fees older than seven years for all patrons, except those in Bankruptcy or owing more than \$600



Patron Feedback Themes



- Glad we have joined other metro libraries who have gone fine-free
- Excitement over increased access
- Especially helpful to parents

Shauna Anderson

This is big for busy homeschool Moms. So many don't use the public library because they are super busy and trying to get everything back/ remembering to renew things is just adding to the super long list of things. Very helpful. Thank you!

30w Love Reply Hide

5

Trishna Bhattachan

Best news !! Time to reconnect with library 📖

30w Like Reply Hide



- Concerns about potential longer hold times
- Condone or encourages irresponsibility

Katherine Reeves

How will this affect holds and the wait time? If people can keep their books as long as they want then the turnover on books might not be as quick.

30w Like Reply Hide

2

Tom Larson

Great so our outrageous property taxes are subsidizing free loaders even more now.

30w Like Reply Hide

1

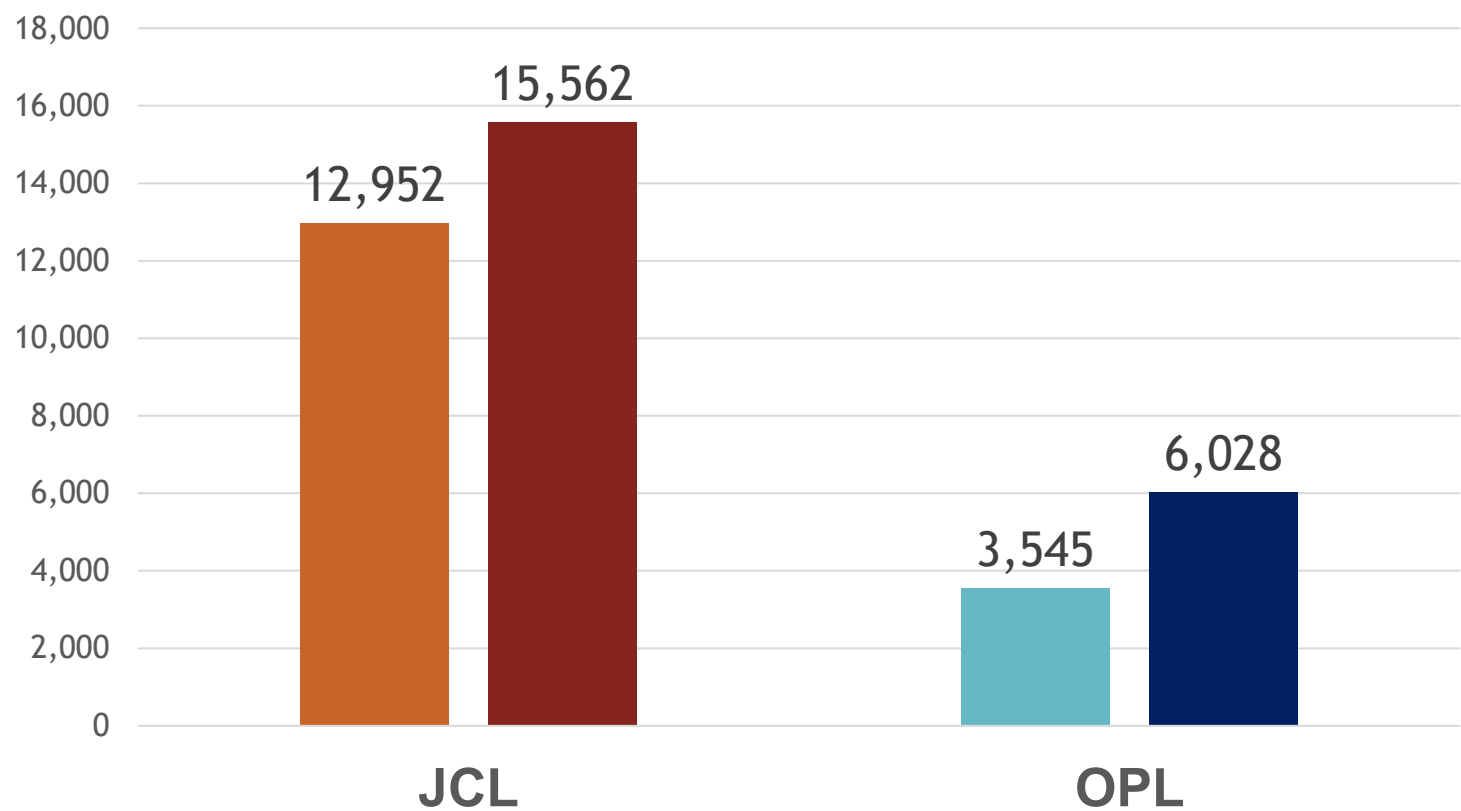
Situational Factors

Several outside factors during this six-month period may have influenced the data collected and should be noted. Future data from the one-year mark will help provide a more complete impact.

- Olathe Public Library opened their new Downtown Library in April 2023.
- The summer season and Summer Reading programs began for Olathe and Johnson County Libraries in June, which traditionally lead to higher circulation, door counts, and new card registrations.
- Library usage overall is trending upward across 2023 as we continue to emerge from COVID-related downturns.

New Card Registrations

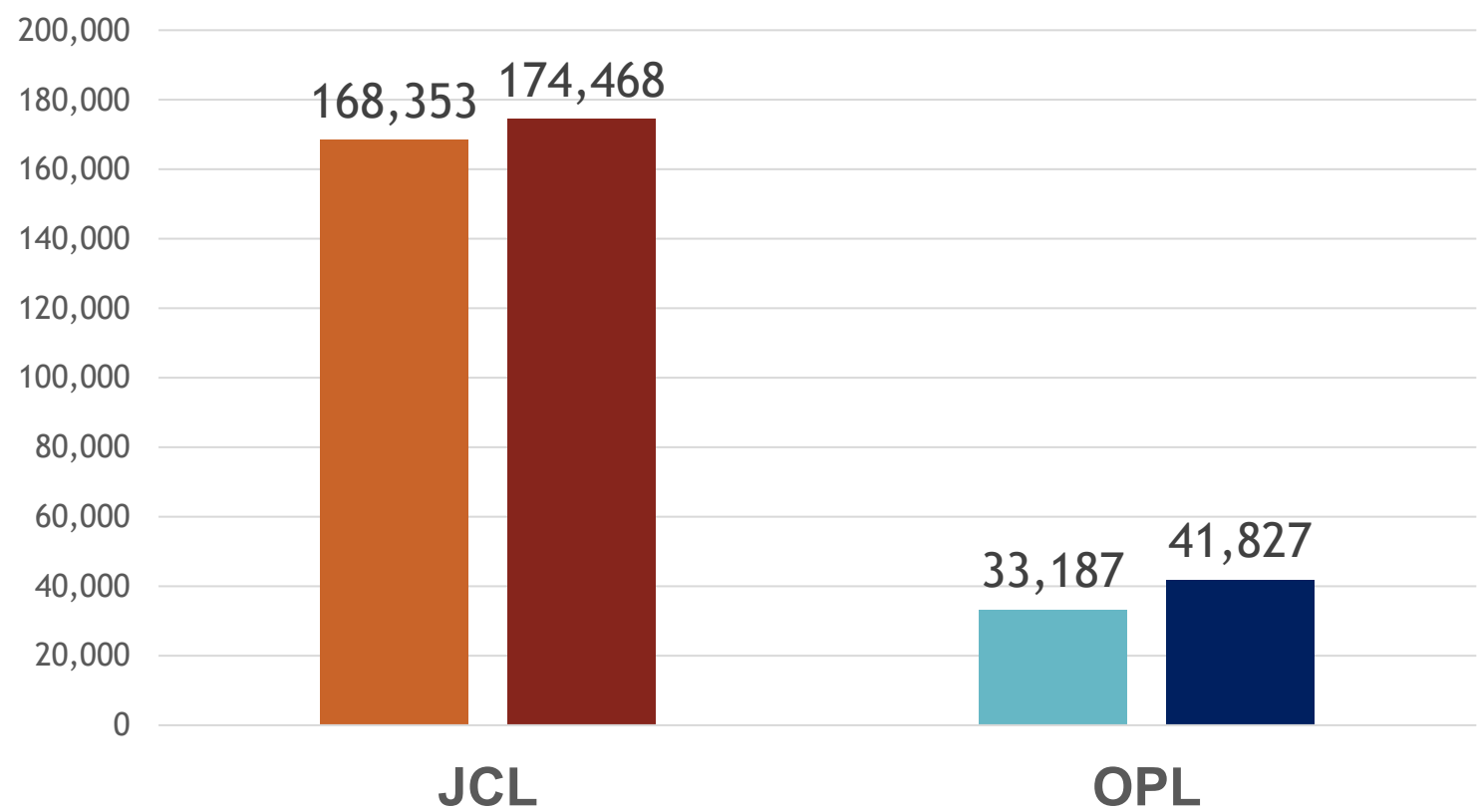
Trend: For the period May-October, new card registrations increased 20% for Johnson County Library and 70% for Olathe Public Library between 2022 and 2023.



Active Cardholders

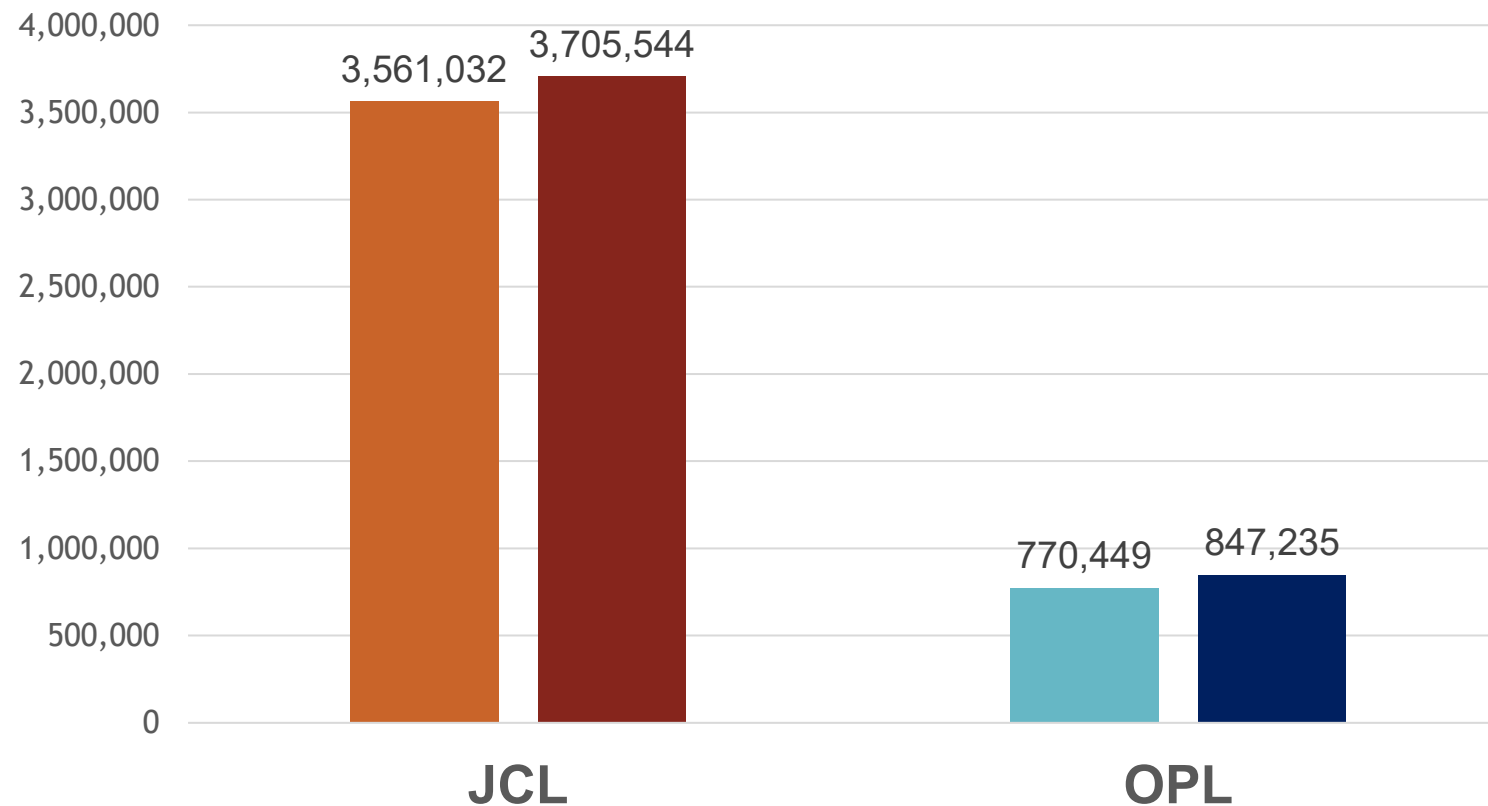
Trend: For the period May-October, the number of active cardholders* increased 4% for Johnson County Library and 26% for Olathe Public Library between 2022 and 2023.

**Active means a user has checked out an item or used a computer at least once in a three-year period.*



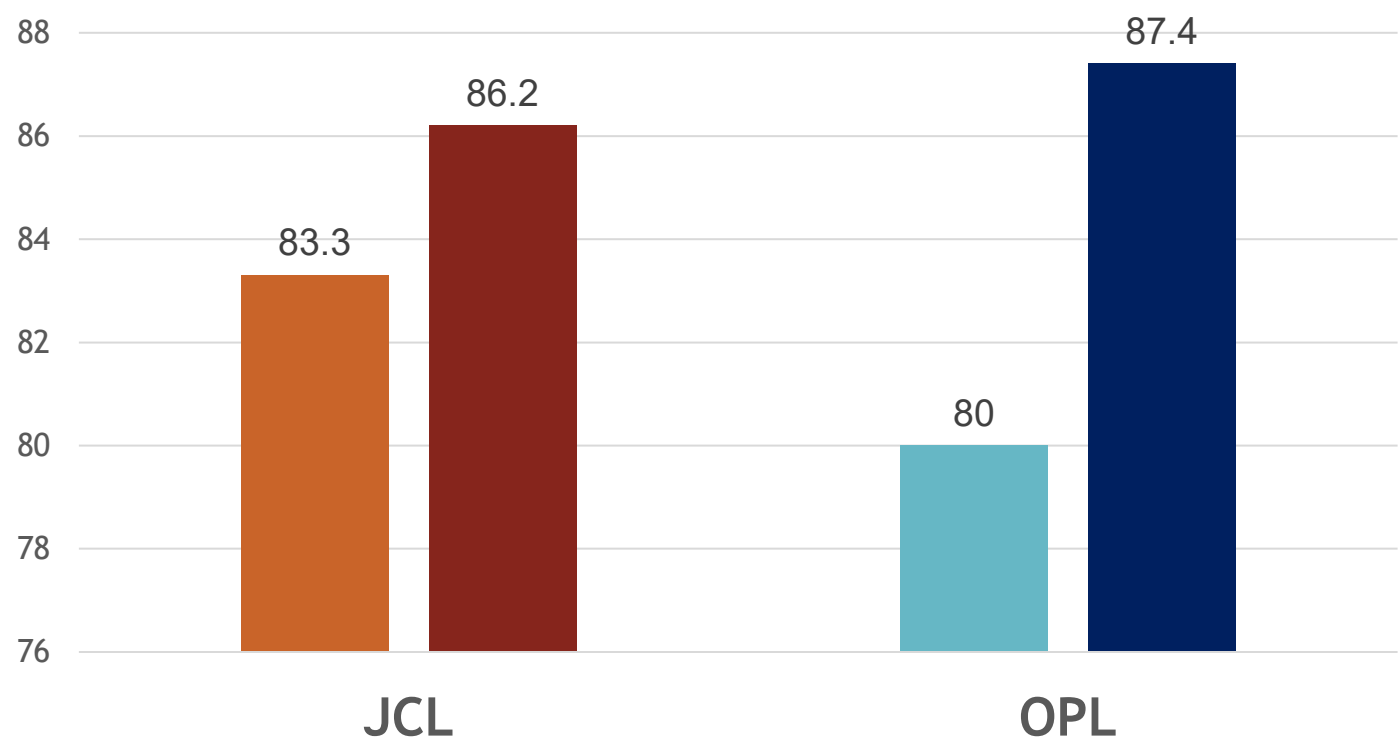
Circulation

Trend: For the period May-October, the number of Library items checked out increased 4% for Johnson County Library and 10% for Olathe Public Library between 2022 and 2023.



Holds Filled Within One Month

Trend: The majority of Johnson County Library and Olathe Public Library cardholders typically receive their requested items within one month of placing a hold. For the period May-October, the percentage of holds filled within one month increased 3% for Johnson County Library and 9% for Olathe Public Library between 2022 and 2023.



Summary & Next Steps



Community sentiment has been overall positive, though some concerns about accountability remain.



The data shows positive trends in both new cardholder registration and patrons returning to the Library after inactivity.



The number of items checked out across both Library systems has increased.



A trend in faster fulfillment for items on hold supports data from other fine-free library systems that the removal of fines does not increase wait times, a concern for many in our community.



We will analyze data again at the one-year mark (May 2023-May 2024) for a more complete picture of the impact of removing overdue fines.



Artists, L to R:
JT Daniels,
Lauren Seider,
Sol Anzorena

Artist videos available on
social media (@jocolibrary)
and
youtube.com/jocolibrary



2023 Writers Conference



Photos by Kelly Sime



Faculty

“This conference means a lot to so many people! Thank you for your work, coordination, and effort – because it truly helps in community-making!” ~ Dennis Etzel

We'd love to meet you for coffee to discuss next year's conference when you have time. JoCo does a fantastic conference and we'd both be DELIGHTED to be part of next year's as well. ~ Amy Leigh Harden & Amber Logan

Ronda Miller



On November 3rd and 4th, I presented *Rewriting your Trauma*, *How to Write an Award Winning Children's book*, and *Talking to Crickets* at the Johnson County Library - <https://www.jocolibrary.org/>

The library staff hosted an amazingly creative array of activities to engage participants, and supplied deliciously healthy lunches and snacks. The staff was helpful, organized, and friendly.

I have traveled for presentations and readings in several states and across Kansas, but none compare to the respectful treatment authors received from jocolib.

I want to thank the Johnson County Library, and in particular <https://www.jocolibraryfoundation.org/> (the foundation), for supplying the funding to have professional photographer, Kelly Sime take author photographs of presenters and participants.

Sime's photo is a wonderful reminder of connecting with library staff members and inspiring authors, and it just happened to fall on my birthday. They even transported my students from my therapeutic corrections class! Such a wonderful birthday treat. Thank you, Kelly!



726 Kelly Sime, Melody Kinnamon and 223 others

88 comments · 6 shares

Attendee Feedback

Hello, and thanks for the great conference. I loved the "no waste" food and drink features. I wondered if some of the smaller but popular sessions could be related during the conference to give more people the opportunity to attend one. The faculty was excellent as usual.

Thank you for the 2023 Writers Conference. I attended one session in person on Friday morning and attended the Saturday Zoom classes. It was well run, the presenters were great and the people I met when I attended the in-person session were really friendly and nice. I just want to let you know that I appreciate all the work that went into presenting the 2023 writers conference. I am already looking forward to next year!

The poetry slam was amazing. Joaquin's dramatic style of poetry was quite impressive. I enjoyed hearing what area poets brought to the presentation. I was impressed with the entire library staff. You went out of your way to make everyone feel at home.



Attendee Feedback

I would like to somehow see more of what people around me are writing. . . one of the things I enjoy so much about this conference: the immersion of people passionately creating their craft. Reading short stories & poems in the conference notebook, hearing the bios of the presenters, hearing/reading snippets of the presenters' works and writing from exercises within the sessions. Somehow I wish there were even more of this.

Keep up the wonderful work!



Looking to the Future

- Staff Participation
- Scheduling
- Communication
- Conference Book
- Conference Book Store
- Food and Beverage Service



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

November 12, 2023
at Central Resource Library
4:00 p.m.

BOARD: Bethany Griffith, Kelly Kilgore, David Sims, Anna Van Ophem, Charles McAllister, Mitra Templin, and Jeffrey Mendoza.

ABSENT: none.

BOARD ATTORNEY: Fred Logan and Andrew Logan.

BOCC: Commissioner Hanzlick.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, David Vratny, Patti Kangethe, Joe Waters, Shelley O'Brien, Scott Sime, Shanta Dickerson, Ted Clemens, Juan Lopez-Tamez.

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

CITIZENS COMMENTS:

There were Citizen Comments sent in prior to the meeting; these have been included in the November Board Report.

Rudy Padilla, Overland Park, expressed concern about imposing parameters on speakers during meetings. Mr. Padilla supported open and unrestricted discussion within the library community, emphasizing the importance of maintaining the professionalism and autonomy of the library staff.

Board Chair Griffith thanked Mr. Padilla for taking time to participate in the process and being invested in the library system.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Ms. Kilgore shared a positive experience at the MakerSpace after shadowing a presentation by Amber Bourek Slater which led to discovering the laser engraver. She was able to quickly personalize glasses as a gift and encouraged others to explore the MakerSpace's resources. Ms. Kilgore highlighted the diverse equipment available and urged everyone to take full advantage of these services.

Ms. Van Ophem shared that she attended the Writer's Conference and expressed that it was well put together. She enjoyed the incredible speakers and joined a writer's group.

Board Chair Griffith thanked the Communication Department for continually sharing the wonderful things that the Library has to offer. She also shared that she attended a kickoff meeting for the Prairie Village future project, marking the initial step in exploring possibilities. Ms. Griffith found it fascinating to witness various groups brainstorming and was intrigued by the vision for a new campus and a 21st-century library for the people of Prairie Village. She shared that she is grateful to be part of the

initiation of this ambitious initiative, and hopeful for what the future Board might accomplish in partnership with the city.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick took a point of personal privilege to remember Mr. Jeff Sturkie, an individual unknown to many and deeply cherished by library staff. As a County Commissioner, she has the privilege of meeting remarkable members of the community, often regular individuals who leave a profound impact. Mr. Sturkie, a frequent visitor to the Central Resource Library, lived nearby, relied on the library for books, social connections, and computer access as he didn't have these resources at home. During the pandemic, when the library services were limited and the bus system reduced, Mr. Sturkie faced hardships, reaching out frequently for updates. His calls were a bright spot during challenging times. Commissioner Hanzlick was inspired by Mr. Sturkie to propose a Senior Property Tax Relief program to the County Budget. She fondly remembering their interactions and visits, and deeply appreciates Mr. Sturkie's influence on her life and is honored to pay tribute to him.

Board Chair Griffith shared that we have a real opportunity to provide for the community, it makes our community better, it is a privilege to be a part of.

DEVELOPMENT DEPARTMENT REPORT

Shanta Dickerson, Friends of Johnson County Library Executive Director, presented the winners of the Friends of Johnson County Library 2023 Bookmark Design Contest. There were 14 winners in seven categories, ranging from preschool to adult, and this program is part of the celebration during National Friends of Libraries week. The contest celebrates creativity and literacy and is supported by generous Friend Members and donors. The winners in attendance took a photo with the Library Board.

BOARD COUNSEL REPORT

Mr. Fred Logan, Board co-counsel, reviewed Memorandums of Understanding (MOUs) and Kansas Cash Basis Law and Contract Review.

Mr. Logan reviewed that Memorandums of Understanding (MOUs) are a form of agreement or contract that the organization often uses with partner organizations or County agencies. He highlighted two MOUs that the Board would consider later in the meeting.

Mr. Logan reviewed the Kansas Cash Basis Law, originating from the Great Depression, which influences the library's practice of preferring one-year contracts. In the early '30's some governments did not have funds to cover budgetary expenses and the Kansas legislature passed a law that said that any entity could only adopt a budget for those funds that it had on hand or knew that it would have on hand that year through taxes and balances on hand. The way this has been interpreted in Kansas and historically at the library is that this is one of the reasons that the library has a long tradition of maintaining one-year contracts. There are some exceptions to this and that is why the board will see some contracts that will renew on an annual basis.

Commissioner Hanzlick recognized Joe Waters, Assistant County Manager as the staff assigned to the Library Board, for his devotion to the library and many years of service.

COUNTY LIBRARIAN REPORT

Finance Report

Dave Vratny, Finance Director, presented the financial report to the Board, this report is included in the November Board Report.

At the end of September, we were 75% through the 2023 year, with a little over \$44.4 million being received, a little over 92% of the full \$48 million in anticipated revenues. Ad valorem taxes are still showing negative due to back taxes. Expenses, including our collection encumbrances and interfund transfer we have spent a little under \$34.6 million or roughly 72%, which is about 3% less that we would expect to be at this time.

Statistics

Adam Wathen, Associate Director of Branch Services, presented the Monthly Report of Statistics, this report is included in the November Board Report.

Mr. Wathen reviewed the monthly statistical report based on the past five years as of September. Physical circulation and digital usage are following trends similar to 2022 and 2021. Visitation is above 2022 but still below pre-COVID numbers. He mentioned plans to report on how the library's trends compare with their peers after the New Year.

Development Department Trends

Shelley O'Brien, Development Director, presented the Development Department Trends Report, this report is included in the November Board Report.

Shelley O'Brien discussed three main aspects: volunteers, Friends of the library, and the Foundation supporting the Johnson County Library. She highlighted the increasing numbers of volunteers and Friends, their engagement in subcommittees, and the Foundation's financial support through investments.

Mr. Mendoza requested more information regarding 2019 number of volunteers and Ms. O'Brien said she would investigate that for him.

Ms. O'Brien highlighted how the Friends of the Library are engaging their subcommittees and working towards strategic plan goals. She mentioned potential legislative challenges in Topeka that could affect libraries and that the Friends of Library could be spokespeople.

Shelley O'Brien discussed the Foundation's financial support through investments towards the collections and materials. Finally, she expressed gratitude to everyone involved in supporting the library.

Ms. Van Ophem asked for clarification about the mention of legislative challenges in Topeka. Ms. O'Brien shared that many have heard of elected officials that are planning to submit legislation that could affect libraries in Topeka.

COMPREHENSIVE LIBRARY MASTER PLAN

Scott Sime, Lead Project Coordinator, presented on the Comprehensive Library Master Plan, these reports are included in the November Board Report.

Ms. Kilgore shared that during a tour, the Merriam City Administrator and council members from Merriam expressed immense gratitude for the library partnership and the progress that has been made. Also, Shelley's expertise on the Webb family and extensive research left a strong impression.

Ms. Kilgore shared that witnessing the project's development from its foundation is gratifying, and she has eager anticipation for its eventual opening.

Merriam Plaza Project

Mr. Sime reported the status of the Merriam Plaza Library project, including construction highlights and upcoming plans. Titan has begun emphasizing interior work, like mural installations and finishes, while addressing exterior elements like artwork and signage. The construction fencing is coming down and we are working on some signage to let patrons know we are not quite ready. In the next month, Titan is working on completing various installations, and the staff team is working on transitioning operations from Antioch to Merriam and discussing Antioch's closure.

The timeline's slight adjustment will be explained later. Visuals included interior shots focusing on lighting and murals, showcasing community roots and the Webb family. Exterior shots displayed the green roof plantings and plant-formed art by Sage Vaughn. Finally, Jared Harper would provide an update on branch operations for Merriam Plaza.

Mr. Sime reviewed the timeline for this project, with a slight refinement to the opening time, this project is on schedule and on budget. His presentation concluded with photos showcasing the progress of the internal mural and exterior metal artwork, also showing exterior photos of the green roof plantings.

Branch Operations

Jared Harper, Branch Manager and serving as the Merriam Plaza branch operations Project Manager, presented the Branch Operations report, this report is included in the November Board Report.

Mr. Harper introduced the team, composed of several members including branch managers and development specialists, and presented an overview of the team's activities. Since May their focus has revolved around staff readiness and community service for the Merriam Plaza Library. Dividing their scope into four activities, they are preparing for the transition, setting up branch-specific activities and system-wide tasks, and designing training programs for the 16 staff members. Their plan covers various aspects such as program coordination, physical setup, system-wide updates, and specialized training sessions before the library's opening in 2024.

Mr. Mendoza thanked Jared for doing a lot of work behind the scenes.

County Librarian Suellentrop shared a memory of opening Monticello library and the branch manager there needing pens. The library has learned from opening buildings in the past that it takes a project team to make sure we always have everything that is needed to open a new facility.

Lackman Building update –

Scott Sime, Lead Project Coordinator, gave an update on the RFP for Real Estate Broker. Currently the RFP is closed, and interviews are scheduled for next week. The next step is selecting and awarding a contract to a person or firm. We hope to bring a recommendation to the Board in December or January.

Overall Timeline

The Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2023 timeline are included in the November Board Report.

Mr. Sime reviewed the Capital Improvement Projects timeline, with only one change to the Prairie Village site studies timeline. Mr. Sime then reviewed the Capital Replacement Plan timeline, that now includes the Blue Valley entryway flooring, Corinth and Cedar Roe projects, and Edgerton interior sewer line replacement, which is still expected to be completed before the end of the year. Oak Park is on track and expected to be opening back up December 18th. Shawnee we are expecting to be similar in scope to Oak Park.

UPDATES – Tricia Suellentrop, County Librarian

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

Veterans Day Recognition

Veterans Day will be observed Friday November 10th libraries will be closed. County Librarian Suellentrop shared details pertaining to the Veterans Day event happening at the Lenexa National Guard Armory, this will be livestreamed on Johnson County's Facebook page or online.

Board Retreat Recap

County Librarian Suellentrop reviewed the topics that the Board reviewed at the Board Retreat in October. The retreat focused on reviewing the comprehensive library master plan, discussing citizen comments policies moving towards total 30 minutes citizen comments and two minutes for individual comments, excused and unexcused absences, and urgent versus emergency closures. The topics that were covered that necessitate an update to policy will come back to the board in December or January.

Monticello Chiller

County Librarian Suellentrop reviewed that earlier this summer there was a failure of the chiller at Monticello and there was a study conducted by Clark & Enersen to determine the cause. This study has been shared with the Library Board and shows that there was no defect with the equipment or fault to any particular business. The study did produce recommendations moving forward, which facility staff is working to implement.

County Librarian Suellentrop shared that Joe Waters is retiring after a significant tenure, beginning as the Director of Facilities and later becoming the Assistant County Manager in 2015. He brought a wealth of private sector experience and has been influential in various county initiatives, including public art, sustainable buildings, and civic architecture. His legacy will be carried forward by the individuals he has mentored and hired. His calm demeanor, insights, thoughtful approach to issues, and remarkable sense of humor will be missed. The library has honored him by selecting a book that reflects his interests in arts, architecture, curiosity, and humor, placing a nameplate in it to recognize his dedication to the county and the library. Ms. Suellentrop expressed her gratitude and best wishes for his retirement, hoping to continue seeing him as a frequent visitor.

Mr. Waters thanked both County Librarian Suellentrop and Commissioner Hanzlick. He expressed how much he has loved coming to work everyday and that there are a lot of other things he loves to do, that work is getting in the way of. He commended Johnson County Government, specifically the library and park and recreation, where he currently is a liaison, for being extraordinary organizations. He shared a story of attending a conference and attending a library session, ending up talking about the things happening here and everyone wanted to know where he was from. This library system is trend setting and it is something to really be proud of. Mr. Waters closed by thanking everyone for the opportunity to work together.

County Librarian Suellentrop shared that Johnson County Library welcomes around 1.6 million visitors annually, totaling approximately 40 million over the past 25 years. Ms. Suellentrop went on to recognize one visitor she will not forget, Jeff Sturkie, who passed away at the age of 68. He was a beloved patron known for his caring nature and remarkable memory with a passion for numbers. Jeff was not just a library visitor; he volunteered for the library's Communication Department in the '90s, helping with bulk mailings and utilized his memory and statistical skills to assist. He had a computer science degree and had a thirst for knowledge that extended beyond his professional life. Jeff's regular presence and curiosity made a lasting impact on staff and library operations, influencing how they approach their roles and foster a welcoming environment. His absence will be deeply felt by those fortunate enough to have known him.

CONSENT AGENDA

I. Consent Agenda

A. Action Items:

1. Minutes of the October 12, 2023 Regular Library Board meeting
2. Minutes of the October 19, 2023 Library Board Retreat meeting
3. Consideration of approval of the MOUs for AARP, American Public Square, Catholic Charities of Northeast Kansas, Johnson County Corrections, De Soto Parents as Teachers, Growing Futures, Hammerspace, N-Circle, and Oak Park Community Garden.

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for September 2023 were handled in accordance with library and County policy.
- b) The September 2023 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

Motion: Mr. Mendoza moved that the Library Board of Directors approve the consent agenda.

Second: Ms. Kilgore seconded this motion.

Motion was approved unanimously.

II. Old Business

- A. Action Item: Consider approving the permanent closure of the Antioch Library in preparation for opening its replacement, the Merriam Plaza Library.

Scott Sime and Megan Clark, Project Coordinators presented the permanent closure of the Antioch Library briefing sheet, as included in the November Library Board Report.

Mr. Mendoza asked if we do not have an opening date then how do we have a closing date. Mr. Sime shared that we have a window for opening.

County Librarian Suellentrop shared that we would like to come back with a very specific opening date for Merriam Plaza in the next month or two.

Board Chair Griffith asked if this process follows what was done for Lenexa.

Mr. Sime confirmed that this is the same process we did for Lenexa.

Mr. Mendoza shared support for waiting to approve the closure of Antioch until we have an opening date for Merriam Plaza Library.

County Librarian Suellentrop shared that we are working to take advantage of publication dates so that we can get the word out to the community. We are in agreement of limiting the lack of service in that area.

Mr. Mendoza moved to table this issue.

No second for the motion. The motion does not carry.

Motion: Ms. Kilgore moved to approve the Merriam Plaza Team's recommendation to close the Antioch Library on 01/28/24 to facilitate preparations for the opening of the Merriam Plaza Library.

Second: Mr. Sims seconded this motion.

Board Member McAllister was absent from this vote.

Motion approved by Board Members Templin, Van Ophem, Sims, Kilgore, and Chair Griffith

Motion opposed by Board Member Mendoza

Motion is approved 5 to 1.

B. Consideration to approve revisions to Administrative Regulation Manual (ARM) policies;

ARM 10-50-40 Code of Ethics for Library Board

ARM 10-30-20 Code of Ethics for Library Personnel

ARM 20-10-11 Holiday Closings

ARM 20-10-55 Theft, Vandalism, and Destruction of library Property

ARM 20-20-55 Materials Not Returned

ARM 20-20-65 Services to Staff and Volunteers – Repeal

ARM 20-80-20 Public Forum and Non-Public Forum and Display Spaces

➤ ARM 20-30-65 Information Services – Repeal due to incorporation into 20-80-20

➤ ARM 20-80-21 Facility Usage – Repeal due to incorporation into 20-80-20

➤ ARM 20-80-22 Displays and Exhibitions- Public Forum – Repeal due to incorporation into 20-80-20

ARM 60-10-50 Smoking Prohibition

ARM 60-20-50 Vehicles

Adam Wathen, Associate Director of Branch Services, presented the revisions to Administrative Regulation Manual (ARM) policies briefing sheet, as included in the November Library Board Report.

Ms. Templin asked if the Study Room ARM 20-80-27 is being researched separately.

Mr. Wathen confirmed the policy is being researched and it will be brought back separately.

Motion: Mr. Mendoza moved that the Johnson County Library Board of Directors approve revisions to Administrative Regulation Manual policies: 10-50-40, 10-30-20, 20-10-11, 20-10-55, 20-20-55, 20-80-20, 60-10-50, and 60-20-50 and repeal Administrative Regulation Manual policies: 20-20-65, 20-30-65, 20-80-21, and 20-80-22.

Second: Ms. Templin seconded this motion.

Motion was approved unanimously.

III. New Business

- A. Action Item: Approval of the prioritization for remaining Comprehensive Library Master Plan projects.

County Librarian Suellentrop, presented the prioritization for remaining Comprehensive Library Master Plan projects briefing sheet, as included in the November Library Board Report.

Ms. Van Ophem shared support for opposing this motion and supporting the staff recommendation as it relates to refreshing the CLMP study prior to moving forward with the De Soto and Spring Hill projects.

Motion: Ms. Templin moved to approve the CLMP project prioritization as discussed at the October 19, 2023 Library Board Retreat;

1. DeSoto / Spring Hill Renovation
2. Corinth
3. CLMP Refresh

With Mobile Learning Lab and Blue Valley prioritization to be determined after the completion of the CLMP Refresh.

Second: Ms. Kilgore seconded this motion.

Motion approved by Board Members Templin, McAllister, Mendoza, Sims, Kilgore, and Chair Griffith

Motion opposed by Board Member Van Ophem

Motion is approved 6 to 1.

- B. Information Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Department of Health and Environment.

Adam Wathen, Associate Director of Branch Services, presented the Memorandum of Understanding between Johnson County Library and Johnson County Department of Health and Environment briefing sheet, as included in the November Library Board Report.

- C. Information Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Election Office.

Jennifer Mahnken, Associate Director of Systemwide Services, presented the Memorandum of Understanding between Johnson County Library and Johnson County Election Office briefing sheet, as included in the November Library Board Report.

Ms. Kilgore asked who is responsible to take down electioneering signs.

Ms. Mahnken shared it should be the candidates taking care of that.

Ms. Kilgore shared she has a great experience at Monticello again with advanced voting.

Ms. Templin asked what Election Office asked to include in the MOU.

Ms. Mahnken highlighted the new section Poll Site Agreement and everything after that is new. That includes the locations, contacts, schedules, as well as compliance with election laws and responsibilities.

County Librarian Suellentrop shared that it may be more specific that previously and if that is what helps our partner and the community, then we are happy to give that information.

Board Chair Griffith asked what staff time is being requested or required, and what the responsibilities are for staff when assisting Election Office to clarify the ask.

Ms. Mahnken typically this is allowing someone into the building early and having someone else on hand to check out books if needed during that process.

Mr. Sims shared support for this MOU and this process.

- D. Information Item: Consider approving the temporary closure of the Central Resource Library for Library Lets Loose 2024.

Shelley O'Brien, Director of Development, presented the temporary closure of the Central Resource Library for Library Lets Loose 2024 briefing sheet, as included in the November Library Board Report.

Mr. Mendoza shared support for the partial closure versus full day closure.

Motion: Ms. Kilgore moved to temporarily close the Central Resource Library for Library Lets Loose 2024 on Saturday, September 21st, 2024 at 2:00 PM.

Second: Mr. Mendoza seconded this motion.

Motion was approved unanimously.

- E. Information Item: Consider contract approval and approval of temporary closure of Shawnee for planned CRP Upgrades

Megan Clark, Project Coordinator, presented the contract approval and approval of temporary closure of Shawnee for planned CRP Upgrades briefing sheet, as included in the November Library Board Report.

Mr. Sims shared support to limit summer closure as much as possible.

Executive Session: Personnel Review

Motion: Ms. Kilgore moved that pursuant to K.S.A. 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, Johnson County Human Resource Partner and County Librarian Tricia Suellentrop.

Second: Ms. Templin seconded this motion.

Motion was approved unanimously at 5:21 pm.

Board Member Templin left the meeting at 5:44

5:44 returned from Executive Session.

Motion: Ms. Kilgore moved, as Chair of the Annual Appraisal Committee, we completed the appraisal and voted to give the County Librarian a 3.5% merit raise.

Second: Mr. Sims seconded this motion.

Motion was approved unanimously.

ADJOURNMENT

Motion: Ms. Kilgore moved to adjourn the meeting.

Second: Mr. Mendoza seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:45 p.m.

SECRETARY _____
Kelly Kilgore

CHAIR _____
Bethany Griffith

SIGNED _____
Tricia Suellentrop, County Librarian

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 14, 2023
Re: Annual renewal of Memoranda of Understanding (MOU)

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 to the intent have been made to the following MOU renewing for 2024:

- Johnson County Genealogical Society

Alternatives:

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

Attachment(s): MOU between Johnson County Library and the listed partner organization

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY

THIS AGREEMENT is made and entered into for the year 2024 by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

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

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

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

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

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

I. Johnson County Genealogical Society shall:

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

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

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

JOHNSON COUNTY GENEALOGICAL
SOCIETY AND LIBRARY, INC.

JOHNSON COUNTY LIBRARY

By: _____
Angela Fields, President

By: _____
Patricia Suellentrop, County Librarian

Date: _____

Date: _____

By : _____
Susan Lamkin Cowan, Recording Secretary

Date: _____

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 14, 2023

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 and Mr. Andrew Logan's services are compensated at \$210.00/hr.

Attachment(s): Renewal agreement for 2024

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

AGREEMENT FOR LEGAL SERVICES FOR 2024 JOHNSON COUNTY LIBRARY

This letter agreement approved on the 14th day of December, 2023, evidences the agreement by the Board of Directors of the Johnson County Library (JCL) with Logan Logan & Watson, L.C. for legal services to be rendered by Fred Logan and Andrew Logan as co-counsel (Counsel), on projects approved by the Board of Directors or JCL management, during 2024. This agreement is for legal services to be rendered beginning January 1, 2024 and through the period ending December 31, 2024.

Legal services shall be rendered at the direction of the Board of Directors and JCL management. Fred Logan's and Andrew Logan's services shall be compensated at an hourly rate of \$210.00. Other firm attorneys may be utilized for specific services upon the approval of JCL, in which event the services will be compensated at an hourly rate not to exceed \$210.00. There shall be no ancillary charges, except for delivery costs actually incurred and for extraordinary numbers of copies. A detailed billing for services will be submitted to JCL each month.

There will be no billing for attendance by Counsel at Board meetings.

This agreement may be terminated at any time by either party through reasonable written notice so as to allow JCL to obtain replacement counsel.

Fred J. Logan, Jr./Andrew V. Logan
Counsel for Board of Directors of the Johnson
County Library and JCL

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

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 14, 2023
Re: SirsiDynix Software Maintenance Renewal

Issue: Annual renewal of the software maintenance agreement with SirsiDynix in an amount not to exceed \$263,191.22.

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 patron cardholders, all items in the collection, and all account activity performed. Patrons interact with the ILS whenever they use the library's web catalog, self-check machines, or 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 is 3.9%. In 2023, the Library entered a five-year contract with SirsiDynix to lock in a maximum increase of 3.9% for all SirsiDynix products and services (excluding any third-party services such as Enriched Content). This contract extends through 2027.

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, sorters, and online databases. This allows patron access to subscription resources from home and office).
- API (Application Program Interface) – Allows Library IT support to create custom reports and database updates.
- Data Control – Browser-based tool supporting direct access to ILS data.
- BLUEcloud Analytics – Browser-based tool for non-technical employees to create reports using historical ILS data
- Support for connected services like Patron Point (to send communications to Library patrons).
- Platinum Premier 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 location,
 - Support for after-hours upgrades, decreasing impact on patrons
 - 20 hours of Consulting Service for special projects
 - Higher level support and quicker access to dedicated SirsiDynix support professionals
 - Regular meetings with SirsiDynix experts to support the Library's Collections and Materials Handling initiatives
 - 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): 2024 SirsiDynix Quote MX20240101



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, please respond to Susan Bell in one of the following ways:

1. Send an email acknowledging receipt of this Renewal Quote, OR
2. Print, sign, scan, and return the Renewal Quote below.

Once we receive one of the above, you will then be provided with a formal invoice for payment. 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.

If you require a PO prior to receiving the invoice, please initiate the PO process now and email the PO to your billing specialist prior to your renewal date.

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.

FOR USA CUSTOMERS PAYING BY CHECK:

Please be aware that effective September 7, 2021 our payment address has changed.

Checks should now be mailed to the address listed below. Please use this address only when sending payments via standard mail.

**Sirsi Corporation
#774271
PO Box 854271
Minneapolis, MN 55485-4271**

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

Best Regards,

Your SirsiDynix Billing Team



Renewal Quote: 32023520230921SB

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/24 - 31/Dec/24		651.89
10015M	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Jan/24 - 31/Dec/24		0.00
10015M	SirsiDynix Symphony Additional Branch Fee (ea), Maintenance		1	1/Jan/24 - 31/Dec/24		0.00
M-1987	Authority Control		1	1/Jan/24 - 31/Dec/24		0.00
M-2002	Backup Circulation		1	1/Jan/24 - 31/Dec/24		0.00
M-2016	Bibliographic and Inv. Control		1	1/Jan/24 - 31/Dec/24		0.00
M-2044	Circulation Control		1	1/Jan/24 - 31/Dec/24		0.00
M-2192	iBistro/iLink Suite		1	1/Jan/24 - 31/Dec/24		0.00
M-2228	Information Gateway		1	1/Jan/24 - 31/Dec/24		0.00
M-2253	Inventory Control		1	1/Jan/24 - 31/Dec/24		0.00
M-2272	MARC Import/Export Utilities		1	1/Jan/24 - 31/Dec/24		0.00
13775M	Oracle RDBMS		1	1/Jan/24 - 31/Dec/24		0.00
M-2291	Migration Included		1	1/Jan/24 - 31/Dec/24		0.00
M-2358	ReferenceLIBRARIAN		1	1/Jan/24 - 31/Dec/24		0.00
M-2369	Reporting Module		1	1/Jan/24 - 31/Dec/24		0.00
M-2638	User Request Module		1	1/Jan/24 - 31/Dec/24		0.00
M-2436	Standard Sirsi System Software		1	1/Jan/24 - 31/Dec/24		0.00
M-2554	Unicorn Migration Package		1	1/Jan/24 - 31/Dec/24		178,753.66
M-2648	Webcat WWW Catalog		1	1/Jan/24 - 31/Dec/24		0.00
M-2664	WorkFlows Staff Clients	450	1	1/Jan/24 - 31/Dec/24		0.00
M-2713	Z39.50 Version 3 Server		1	1/Jan/24 - 31/Dec/24		0.00
M-1924	9XX Order Interface (Acq.)		1	1/Jan/24 - 31/Dec/24		0.00
M-1960	Acquisitions and Fund Acctng		1	1/Jan/24 - 31/Dec/24		0.00
M-2082	EDI Electronic Ordering		1	1/Jan/24 - 31/Dec/24		0.00
M-2324	Outreach Module		1	1/Jan/24 - 31/Dec/24		0.00
M-2398	Serials Control		1	1/Jan/24 - 31/Dec/24		0.00
10034M	SirsiDynix Symphony Universal SIP2		1	1/Jan/24 - 31/Dec/24		9,180.59
M-1922	4 Port TalkToMe System		1	1/Jan/24 - 31/Dec/24		0.00
M-2630	Unique Management Interface		1	1/Jan/24 - 31/Dec/24		0.00
13645	BLUEcloud Analytics Platform Pro, Annual Subscription		1	1/May/24 - 31/Dec/24		8,547.51
13181	Platinum Services - Web Services SDK for Libraries Internal Use - included with		1	1/Jan/24 - 31/Dec/24		0.00
14198	Platinum Services - Web Services Gateway for 3rd Party Apps - included with Pl		1	1/Jan/24 - 31/Dec/24		0.00
14239	SirsiDynix Web Services Connector for PatronPoint, Annual Subscription		1	1/Jan/24 - 31/Dec/24		3,457.71
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)	5100	1	1/Jan/24 - 31/Dec/24		32,953.45
12219	Enriched Content Video and Music Profiles Single Element Subscription for Publ	5106	1	1/Jan/24 - 31/Dec/24		3,716.34
13966	SirsiDynix Symphony Data Control, Annual Subscription [Data Control Package]		1	1/Jan/24 - 31/Dec/24		2,245.41
13721	Consulting - BLUEcloud Analytics Q and A, Distance, Annual Subscription		1	1/May/24 - 31/Dec/24		0.00
12442	Platinum Services Package - Premier		1	1/Jan/24 - 31/Dec/24		23,031.12
13313	Platinum Services Data Services - Authority Update Service, Upgrade to Monthl		1	1/Jan/24 - 31/Dec/24		653.54
M-2788	3M Self Check Interface		1	1/Jan/24 - 31/Dec/24		0.00

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

Total \$ 263,191.22

****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:
Susan Bell
susan.bell@sirsidynix.com

Please Print Name and Title

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 14, 2023
Re: Bibliotheca Service and Maintenance/Extended Warranty

Issue: The annual renewal of the Bibliotheca Service and Maintenance agreement in an amount not to exceed \$109,757.69.

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 processing and 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 percentage) over last year's cost for this maintenance and support.

Breakdown of equipment at each location supported by Bibliotheca:

- Central:
 - 3 self-checks
 - Security gates
 - RFID pads at Interlibrary Loan, Technical Services
- 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 point, Circulation Services processing station
- Edgerton
 - RFID pad at service point
 - 1 self-check
- Gardner
 - 2 self-checks
 - 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
 - 2 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 2024 renewal agreement has been reviewed and certified by legal counsel.

Attachment(s): 2024 renewal contract with Bibliotheca



Service & Maintenance/Extended Warranty Quote

Bill To

Johnson County Library (KS)
9875 W 87th St.
Overland Park KS 66212
United States

Ship To

Johnson County Library (KS)
9875 W 87th St.
Overland Park KS 66212
United States

Quote

QUO-US14687

Date

12/06/2023

Customer:

C0000226-US

Payment Terms:

Net 30 Days

Quote Expiration:

03/05/2024

Contract Number:

19442

Term:

02/01/2024 - 01/31/2025

Item	Quantity	Net Price	Net Extended
8405 Selfcheck 84050008 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 84050007 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 84050006 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 84050005 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8422 Selfcheck 84220779 Johnson County Library - KS - Spring Hill Library February 01, 2024 - January 31, 2025	1	1,544.00	1,544.00
8422 Selfcheck 84220778 Johnson County Library - KS - Desoto Library February 01, 2024 - January 31, 2025	1	1,544.00	1,544.00
8422 Selfcheck 84220497 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	1,544.00	1,544.00
8422 Selfcheck 84220494 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	1,544.00	1,544.00



Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1205308 Johnson County Library - KS - Spring Hill Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205309 Johnson County Library - KS - Spring Hill Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205030 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205029 Johnson County Library - KS - Shawnee Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205028 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205027 Johnson County Library - KS - Cedar Roe Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205026 Johnson County Library - KS - Desoto Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205025 Johnson County Library - KS - Shawnee Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205024 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205023 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205022 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205021 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	205.00	205.00



Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1205020 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205019 Johnson County Library - KS - Edgerton Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205017 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205016 Johnson County Library - KS - Desoto Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205015 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205014 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1205013 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204989 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204982 Johnson County Library - KS - Shawnee Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204980 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204978 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204977 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00



Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1204976 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204974 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204973 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204556 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID STF WKSTN P1204222 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
9101DM RFID Detection System 91100556 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	1,544.00	1,544.00
9102DM RFID Detection System 91200647 Johnson County Library - KS - Cedar Roe Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200631 Johnson County Library - KS - Shawnee Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200567 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200565 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200564 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200520 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00



Item	Quantity	Net Price	Net Extended
9102DM RFID Detection System 91200519 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200509 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200351 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
9102DM RFID Detection System 91200257 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	2,007.00	2,007.00
libraryConnect Annual Subscription (35 Devices) Subscription Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	2,569.85	2,569.85
RFID STF WKSTN P1213985 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
8422 84220423 Johnson County Library - KS - Edgerton Library February 01, 2024 - January 31, 2025	1	1,544.00	1,544.00
895 P1204063 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	205.00	205.00
895 P1204998 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	205.00	205.00
895 P1205005 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	205.00	205.00
895 P1205007 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	205.00	205.00
895 P1206272 Johnson County Library - KS - Cedar Roe Library February 01, 2024 - January 31, 2025	1	205.00	205.00



Item	Quantity	Net Price	Net Extended
895 P1207734 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
895 P1203835 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
895 P1211791 Johnson County Library - KS - Gardner Library February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID CONV WKSTN 21007023 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID CONV WKSTN 21007003 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
RFID CONV WKSTN 21007028 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	205.00	205.00
bibliotheca RFID workstation™ USB 210R004175 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	205.00	205.00
8405 Selfcheck 9410090 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410089 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410088 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410085 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410084 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00



Item	Quantity	Net Price	Net Extended
8405 Selfcheck 9410083 Johnson County Library - KS - Shawnee Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410275 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410274 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410272 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410271 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410269 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410267 Johnson County Library (KS) February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410266 Johnson County Library - KS - Shawnee Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410265 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410260 Johnson County Library - KS - Corinth Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410259 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
8405 Selfcheck 9410258 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00



Item	Quantity	Net Price	Net Extended
8405 Selfcheck 9410257 Johnson County Library - KS - Oak Park Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
9410F selfCheck 9410270 Johnson County Library - KS - Cedar Roe Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
9410F selfCheck 9410268 Johnson County Library - KS - Cedar Roe Library February 01, 2024 - January 31, 2025	1	1,029.00	1,029.00
2820 AMH Induction 28200107 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	4,519.37	4,519.37
2820 AMH Induction 28200106 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	4,519.37	4,519.37
2820 AMH Induction 28200078 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	4,519.37	4,519.37
2820 AMH Induction 28200077 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	4,519.37	4,519.37
2830 AMH Induction 28300032 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	4,519.37	4,519.37
2830 AMH Induction 28300047 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	4,519.37	4,519.37
2850 FX AMH Sortation 28500195 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	1,192.36	1,192.36
2850 FX AMH Sortation 28500194 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	1,192.36	1,192.36
2850 FX AMH Sortation 28500142 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,192.36	1,192.36



Item	Quantity	Net Price	Net Extended
2850 FX AMH Sortation 28500143 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,192.36	1,192.36
2850 FX AMH Sortation 28500141 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	1,192.36	1,192.36
2855 FX AMH Controller 28550070 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	2,500.47	2,500.47
2855 FX AMH Controller 28550052 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	2,500.47	2,500.47
2860 FX Conveyance 28600117L Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	894.84	894.84
2860 FX Conveyance 28600112R Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	894.84	894.84
2860 FX Conveyance 28600078L Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	894.84	894.84
2860 FX Conveyance 28600077R Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	894.84	894.84
2863 FX AMH Conveyance 28630040 Johnson County Library - KS - Leawood Library February 01, 2024 - January 31, 2025	1	894.84	894.84
2863 FX AMH Conveyance 28630027 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	894.84	894.84
2864 FX AMH Conveyance 28640011 Johnson County Library - KS - Blue Valley Library February 01, 2024 - January 31, 2025	1	894.84	894.84
RFID STF WKSTN P1216677 Johnson County Library - KS - Cedar Roe Library February 01, 2024 - January 31, 2025	1	205.00	205.00
Subtotal:			109,757.69
Tax Total:			0.00



Item	Quantity	Net Price	Net Extended
Total:			109,757.69
Currency:			US Dollar



Terms and Conditions

WHAT WE WILL DO:

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

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

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

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

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

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

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

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

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: OCT-2023

			Receipts	Payments	Balance
	Opening cash balance				\$219,504.23
		Add Receipts	\$278.48		
		Less Payments		\$2,996.46	
	Ending Cash balance				\$216,786.25
		Less Liabilities		\$1,117.87	
	Unobligated cash balance				\$215,668.38

APPROVED: _____

DATE: _____

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 14, 2023

Re: Memorandum of Understanding with Department of Health and Environment

Issue: Partnership with Johnson County Department of Health and Environment

Suggested Motion: I move to approve the Memorandum of Understanding with the Johnson County Department of Health and Environment for 2024.

Background Johnson County Library has provided provides spaces for the Department of Health and Environment to work with the public and to provide public programming. This agreement formalizes the relationship that provides these services in Library spaces. The changes to this year's MOU broaden the language to encompass more possible programs and service delivery at more Library locations.

For several years, the Library has provided places for the public to pick up, on a first come-first served basis, Covid-19 tests, free of charge.

The Library also provides promotion and in-branch signage to support DHE efforts.

Analysis: The use of Library spaces to deliver County services has been successful with multiple departments. The Department of Health and Environment benefits through expanded delivery range and multiple convenient locations. The Library benefits from this relationship in that it serves our Mission and Vision to create access to experiences that enrich people's lives.

Funding Overview: No budget implications

Alternatives: Partner on an informal basis for 2024 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with Johnson County Department of Health and Environment.

Budget Review: Not applicable

Legal Review: Reviewed by Counsel

Memorandum of Understanding (~~MOU~~) between the Johnson County Library and Johnson County Department of Health and Environment

This **Memorandum of Understanding** ("MOU") made and entered into as of the date of last signature below. It is entered into by and between **Johnson County Library** ("JCL") and **Johnson County Department of Health and Environment** ("JCDHE"), both departments of Johnson County, Kansas government (collectively, "Parties").

~~This MOU is intended to document the relationship between the Johnson County Library System and Johnson County Department of Health and Environment.~~

RECITALS

- A. JCL operates fourteen libraries.
- B. JCDHE has at-home Covid tests it wishes to distribute.
- C. The Parties wish to collaborate on the items below.

In consideration of the above and foregoing recitals, the mutual parties understand the following for January 2, 2024 – December 31, 2024. (Note: This MOU is contingent upon normal operations for both organizations.)

~~The Department of Health and Environment at the Central Resource Library (with potential to add branches)~~

~~September 2022 – December 2023~~

1. Space:

- a. JCL will provide use of appropriate study and conference rooms at the Central Resource Library for programs from JCDHE.
- b. JCL will provide space at all fourteen locations for patrons to pick up Covid tests on a first-come, first-served basis, while supplies last.

~~Space:~~

- ~~• Johnson County Library (JCL) will provide use of a study room at the Central Resource Library for a Community Health Worker/Tobacco Treatment Specialist from the Johnson County Department of Health and Environment (JCDHE) to meet one-on-one with residents from 10am–noon every Tuesday.~~
- ~~• JCL will provide table space for nurses from JCDHE to set up Blood Pressure Clinics on the 2nd Wednesday of each month from 10–11:30am.~~
- ~~• JCL will provide space at all fourteen locations for patrons to pick up Covid tests on a first-come, first-served basis, while supplies last.~~

2. Staffing and Resources:

- a. JCDHE is exclusively responsible for staffing their programs at the Library.
- b. JCL staff will act as on-site resources for questions JCDHE has about library space usage and requests.

- c. JCDHE will provide at-home Covid tests to fourteen Johnson County Libraries on a first-come, first-served basis, while supplies last. Distribution process will be developed and assessed jointly with JCDHE and JCL.

Staffing and Resources:

- ~~JCDHE will provide Community Health Worker/Tobacco Treatment Specialist to staff one-on-one Community Resource Connection Services/Tobacco Cessation Counseling every Tuesday from 1:00—3:00 pm at the Central Resource Library.~~
- ~~JCDHE will provide nurses to staff blood pressure clinics on the 2nd Wednesday of each month from 10—11:30 am.~~
- ~~JCDHE will provide at-home Covid tests to fourteen Johnson County Libraries on a first-come, first-served basis, while supplies last. Distribution process will be developed jointly with JCDHE and JCL.~~

3. Communication:

- a. JCL will feature JCDHE programs on their website and events calendar, in JCL's public program publication The Guide (published 3x per year), and in their social media channels as needed (both shared and original content).
- b. JCL will provide in-branch signage in the form of lobby boards or a-frames for timely promotion of JCDHE programs.
- c. JCDHE will cross-promote the partnership with JCL on their website, publications, and in their social media channels as needed.

Communication:

- ~~JCL will feature the Community Health Worker/Tobacco Treatment Specialist visits on their website and events calendar, in JCL's public program publication The Guide (published 3x per year), and in their social media channels as needed (both shared and original content).~~
- ~~JCL will provide in-branch signage in the form of lobby boards or a-frames for day-of promotion of Community Health hours and Blood Pressure Clinics.~~
- ~~JCDHE will cross-promote the partnership with JCL on their website, publications, and in their social media channels as needed.~~

Mitchell, Barbara, DHE, Community Health Division Director

DATE: _____

Betsey Lasister, DHE, Assistant County Counselor

DATE: _____

~~Foreman, Megan, DHE, Community Health Program Manager~~

Tricia Suellentrop, JCL, County Librarian

DATE: _____

**Memorandum of Understanding between the Johnson County Library and Johnson County
Department of Health and Environment**

This **Memorandum of Understanding** ("MOU") made and entered into as of the date of last signature below. It is entered into by and between **Johnson County Library** ("JCL") and **Johnson County Department of Health and Environment** ("JCDHE"), both departments of Johnson County, Kansas government (collectively, "Parties").

RECITALS

- A. JCL operates fourteen libraries.
- B. JCDHE has at-home Covid tests it wishes to distribute.
- C. The Parties wish to collaborate on the items below.

In consideration of the above and foregoing recitals, the mutual parties understand the following for January 2, 2024 – December 31, 2024. (Note: This MOU is contingent upon normal operations for both organizations.)

1. Space:

- a. JCL will provide use of appropriate study and conference rooms at the Central Resource Library for programs from JCDHE.
- b. JCL will provide space at all fourteen locations for patrons to pick up Covid tests on a first-come, first-served basis, while supplies last.

2. Staffing and Resources:

- a. JCDHE is exclusively responsible for staffing their programs at the Library.
- b. JCL staff will act as on-site resources for questions JCDHE has about library space usage and requests.
- c. JCDHE will provide at-home Covid tests to fourteen Johnson County Libraries on a first-come, first-served basis, while supplies last. Distribution process will be developed and assessed jointly with JCDHE and JCL.

3. Communication:

- a. JCL will feature JCDHE programs on their website and events calendar, in JCL's public program publication The Guide (published 3x per year), and in their social media channels as needed (both shared and original content).
- b. JCL will provide in-branch signage in the form of lobby boards or a-frames for timely promotion of JCDHE programs.
- c. JCDHE will cross-promote the partnership with JCL on their website, publications, and in their social media channels as needed.

Mitchell, Barbara, DHE, Community Health Division Director

DATE: _____

Betsey Lasister, DHE, Assistant County Counselor

DATE: _____

Tricia Suellentrop, JCL, County Librarian

DATE: _____

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 14, 2023
Re: Memorandum of Understanding with Elections

Issue: Partnership with Johnson County Elections

Suggested Motion: I move the Library Board of Directors approves the Memorandum of understanding between JCL and Elections for the year 2024.

Background: Johnson County Library and Johnson County Elections first entered into a memorandum of understanding to provide meeting rooms for polling places in 2022. The MOU also included provisions for JCE to use JCL meeting rooms for trainings and other similar uses. Prior to 2022 JCL provided meeting rooms to JCE for polling places in an informal partnership. The 2024 MOU includes the addition of site agreements outlining the JCL locations to host polling sites and the agreement which outlines the dates, locations, and requirements of polling sites.

Analysis: The use of meeting room space is minimal and for short periods of time. The Library feels strongly about supporting civic engagement in this way. No issues have arisen in the use of Library spaces over the years. Civic buildings like the Library remain the best choice for polling places because of the technology and accessibility requirements.

The amount of staff time required to assist Elections is minimal. On election day, a manager must arrive early to let poll workers into the building and to allow voters in before Library opening. Also, a staff person books the meeting rooms on behalf of Elections in order to secure the spaces for the year. This takes no more than two hours at the beginning of the year.

Funding Overview: Not applicable

Alternatives: Partner on an informal basis for 2024 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with Johnson County Election Office.

Purchasing Review: Not applicable

Budget Review: Not applicable

Legal Review: Reviewed by Counsel

2024 Memorandum of Understanding

Johnson County Library & Johnson County Election Office

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the partnership between Johnson County Library (JCL) and the Johnson County Election Office (JCE) for the year of ~~2024, 2023~~.

Responsibilities of Johnson County Library

COMMUNICATION:

- A. The Civic Engagement Librarian will serve as the primary contact for Johnson County Library to the Johnson County Election Office.
- B. JCL will print all voting related materials for free - including, but not limited to voter registration forms, advance voting applications, candidate research.
- C. JCL will consult the needs of JCE when planning future buildings, however accommodation cannot be guaranteed.

BALLOT DROP BOXES:

- A. Johnson County Library will continue to provide space outside of the following branches for ballot drop boxes:
 - i. Blue Valley Library
 - ii. Central Resource Library
 - iii. De Soto Library
 - iv. Gardner Library
 - v. Shawnee Library
 - vi. Spring Hill Library
- B. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers.
- C. JCL will provide security cameras aimed at the drop boxes and access to security footage to Sheriff.
- D. Written requests for security footage may be made to JCL via the Physical Security Specialist and Civic Engagement Librarian.

Responsibilities of Johnson County Election Office

COMMUNICATION

- A. The Election Manager – Polling Places and Logistics will serve as the primary contact(s) for the Johnson County Election Office to the Johnson County Library.
- B. JCE will send reminders via mail to JCL Branch Managers at polling locations.
- C. JCE will provide digital copies of any relevant flyers to JCL prior to an election.

POLLING ~~SITES~~LOCATIONS

- A. In the event of a special election JCE may request Library meeting rooms to serve as polling places depending on availability, upon written request to the Civic Engagement Librarian.

BALLOT DROP BOXES

- A. JCE will open and close ballot drop boxes at the beginning and end of advance voting.
- B. JCE will collect ballots daily.
- C. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers during the off season.
- D. Ballot drop boxes will be maintained by JCE via County Facilities.

Poll Site Agreement

1. CONTACT INFORMATION:

- A. Blue Valley Library – 9000 W 151st St. Overland Park, KS 66221
 - i. Contact Name: Matt Hammes, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4362
 - iii. Contact Email: hammesm@jocolibrary.org
- B. Cedar Roe Library – 5120 Cedar St. Roeland Park, KS 66205
 - i. Contact Name: Anna Madrigal, Branch Manager
 - ii. Contact Phone: (913) 826-4661
 - iii. Contact Email: madrigala@jocolibrary.org
- C. Central Resource Library – 9875 W 87th St. Overland Park, KS 66212
 - i. Contact Name: Deveron Tillotson, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4480
 - iii. Contact Email: tillotsond@jocolibrary.org
- D. Corinth Library – 8100 Mission Rd. Prairie Village, KS 66208
 - i. Contact Name: Portia Montoy, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-64214
 - iii. Contact Email: montoypp@jocolibrary.org
- E. Monticello Library – 22435 W. 66th St. Shawnee, KS 66226
 - i. Contact Name: Nate Hohl, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4771
 - iii. Contact Email: hohlh@jocolibrary.org
- F. Oak Park Library – 9500 Bluejacket St. Overland Park, KS 66214
 - i. Contact Name: Lisa Jordan
 - ii. Contact Phone: (913) 826-4481
 - iii. Contact Email: jordanl@jocogov.org
- G. Shawnee Library - 13811 Johnson Dr. Shawnee, KS 66216
 - i. Contact Name: Anna Madrigal
 - ii. Contact Phone: (913) 826-4661
 - iii. Contact Email: madrigala@jocolibrary.org

2. PREMISES:

- A. For the 2024 elections in subsections B, C, D & E subject to the terms and conditions set forth, I agree to allow the Election Office to occupy and use the facility stated in Section 1 during the times set out in Section 3, in addition to parking areas and facilities normally used for these premises:
- B. August Primary, and November General Election Locations:
 - i. Shawnee Library – Large Meeting Room
- C. Presidential Primary, August Primary, and November General Election Locations:
 - i. Blue Valley Library – Large Meeting Room
 - ii. Cedar Roe Library – Large Meeting Room
 - iii. Central Resource Library – Carmack Community Room
 - iv. Corinth Library – Large Meeting Room
 - v. Monticello Library – Large Meeting Room
 - vi. Oak Park Library – Large Meeting Room (60 person)
- D. Advance Voting - Presidential Primary, August Primary, and November General Election Locations:
 - i. Monticello Library
- E. Advance Voting - August Primary, and November General Election Locations:
 - i. Central Resource Library – Carmack Community Room
 - ii. Oak Park Library – Large Meeting Room (60 person)

3. DATES & TIMES OF USE:

The Election Office may use the Premises solely for the purpose described in Section 3, during the election timeframe, as described:

- A. Advance Voting Schedule
 - i. M-F 8:00 am to 8:00 pm; Polls open 9 am – 7 pm
 - ii. Saturday 8:00 am to 4:00 pm; Polls open 9 am – 3 pm
- B. Monticello Advance Voting Dates
 - i. March 7 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. March 9 – March 16, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am – 4:00 pm Saturdays
 - iii. July 17 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - iv. July 20 – August 3, excluding Sundays for Advance Voting
 - v. October 16 & November 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - vi. October 19 - November 2, 2024, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am – 4:00 pm Saturdays
- C. Central Resource Library & Oak Park Library Advance Voting Dates
 - i. July 25 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. July 27 – August 3, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am – 4:00 pm Saturdays
 - iii. October 24 & November 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - iv. October 26 - November 2, 2024, excluding Sundays for Advance Voting
- D. Presidential Primary
 - i. March 18 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. March 19, 2024: from 6:00 am to 8:00 pm for Election Day voting;
- E. Primary Election
 - i. August 5 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
 - ii. August 6, 2024: from 6:00 am to 8:00 pm for Election Day voting;
- F. General Election
 - i. November 4 & 6, 2024: from 8:00 am to 5:00 pm, for set up and tear down;
 - ii. November 5, 2024: from 5:00 am to 8:00 pm for Election Day voting.

4. COMPLIANCE WITH LAWS:

- A. Both parties agree that use of the Premises is subject to all applicable federal, state, and local laws, regulations, codes, ordinances, and guidelines.
- B. Americans with Disabilities Act: the Facility acknowledges that the Election Office's use of the Premises is subject to the ADA and state and local laws regarding disabilities. The Facility will not prohibit appropriate access and agrees that the Election Office may provide temporary alterations.
- C. Electioneering is prohibited.
 - i. No campaign, candidate, or issue-related signs or materials will be posted or visible to voters during poll hours.
 - ii. All staff, visitors, and voters who are present during voting hours must comply with state electioneering laws. Electioneering laws prohibit, among other things, wearing hats, buttons clothes that advocate for or against a candidate or question on the ballot.

5. SIGNS:

- A. The Facility agrees that the Election Office may remove any signs which, in its estimation, violate federal or state election laws, including any signs which may constitute electioneering.
- B. Candidate or ballot question signs placed within 250 feet from a voter entrance will be removed by Johnson County election workers. The Facility also agrees that it will remove, or allow the Election Office staff to remove, any signs from its premises that are visible to the public and that pertain to voting issues beginning the Friday prior to the election, until the day following Election Day.

6. DUTIES OF THE PARTIES:

A. The Facility will:

- i. Assure that all voting equipment and supplies will be kept in a secure, limited-access or agreed-upon location, both prior to the election and after the polls are open for voting, and will provide the Election Office with access to secure its equipment and supplies from the time they are delivered to the Facility through the end of election day. Storage Location:
- ii. Make the Facility available in clean and secure condition and maintain such for the duration of the conduct of the elections and this Agreement;
- iii. Assure that the Election Office and the public will have uninterrupted access to the Premises for voting purposes on Election Day. Due to the nature and requirements of a polling place, the Facility will not cause any interruption to the elections during the term of this Agreement. This includes, but is not limited to, closure, practice drills, construction, remodeling, or cleaning on the Premises or any area that would affect access to the Premises, including parking. PROVIDED, however, the safety of the occupants is of the utmost importance, and in case of emergency, the parties will work together to assure the safety of the occupants.
- iv. Maintain electrical, water, and general utilities;
- v. Provide shelter for voters and election workers in case of severe weather.

B. The Election Office will:

- i. At the conclusion of the Agreement, return the Premises to as good condition as received, ordinary and reasonable wear and tear excepted; and
- ii. Pay for damages to the furnishings or other property caused by the Election Office or its guests or invitees.

7. NO ASSIGNMENT; LIMIT ON USE: The Election Office will use the Facility and Premises only for the purpose of conducting an election.

8. CANCELLATION: Due to publication requirements for poll sites, the Election Office must be able to rely on the use of the Facility without schedule change or cancellations. The Election Office must receive any request for cancellation of use of the Facility no less than one-hundred twenty (120) days prior to the scheduled use of the Facility.

9. VENUE AND JURISDICTION: The parties agree that jurisdiction and venue for any legal matter arising out of this Agreement shall be in the District Court of Johnson County, Kansas.

Tricia Suellentrop
County Librarian

Frederick L. Sherman
Election Commissioner

Signature

Johnson County Library

Signature

Johnson County Election Office

2024 Memorandum of Understanding Johnson County Library & Johnson County Election Office

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the partnership between Johnson County Library (JCL) and the Johnson County Election Office (JCE) for the year of 2024.

Responsibilities of Johnson County Library

COMMUNICATION:

- A. The Civic Engagement Librarian will serve as the primary contact for Johnson County Library to the Johnson County Election Office.
- B. JCL will print all voting related materials for free - including, but not limited to voter registration forms, advance voting applications, candidate research.
- C. JCL will consult the needs of JCE when planning future buildings, however accommodation cannot be guaranteed.

BALLOT DROP BOXES:

- A. Johnson County Library will continue to provide space outside of the following branches for ballot drop boxes:
 - i. Blue Valley Library
 - ii. Central Resource Library
 - iii. De Soto Library
 - iv. Gardner Library
 - v. Shawnee Library
 - vi. Spring Hill Library
- B. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers.
- C. JCL will provide security cameras aimed at the drop boxes and access to security footage to Sheriff.
- D. Written requests for security footage may be made to JCL via the Physical Security Specialist and Civic Engagement Librarian.

Responsibilities of Johnson County Election Office

COMMUNICATION

- A. The Election Manager – Polling Places and Logistics will serve as the primary contact(s) for the Johnson County Election Office to the Johnson County Library.
- B. JCE will send reminders via mail to JCL Branch Managers at polling locations.
- C. JCE will provide digital copies of any relevant flyers to JCL prior to an election.

POLLING SITES

- A. In the event of a special election JCE may request Library meeting rooms to serve as polling places depending on availability, upon written request to the Civic Engagement Librarian.

BALLOT DROP BOXES


- A. JCE will open and close ballot drop boxes at the beginning and end of advance voting.
- B. JCE will collect ballots daily.
- C. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers during the off season.
- D. Ballot drop boxes will be maintained by JCE via County Facilities.

I Site Agreement

1. CONTACT INFORMATION:

- A. Blue Valley Library – 9000 W 151st St. Overland Park, KS 66221
 - i. Contact Name: Matt Hammes, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4362
 - iii. Contact Email: hammesm@jocolibrary.org
- B. Cedar Roe Library – 5120 Cedar St. Roeland Park, KS 66205
 - i. Contact Name: Anna Madrigal, Branch Manager
 - ii. Contact Phone: (913) 826-4661
 - iii. Contact Email: madrigala@jocolibrary.org
- C. Central Resource Library – 9875 W 87th St. Overland Park, KS 66212
 - i. Contact Name: Deveron Tillotson, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4480
 - iii. Contact Email: tillotsond@jocolibrary.org
- D. Corinth Library – 8100 Mission Rd. Prairie Village, KS 66208
 - i. Contact Name: Portia Montoy, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-64214
 - iii. Contact Email: montoyp@jocolibrary.org
- E. Monticello Library – 22435 W. 66th St. Shawnee, KS 66226
 - i. Contact Name: Nate Hohl, Assistant Branch Manager
 - ii. Contact Phone: (913) 826-4771
 - iii. Contact Email: hohlh@jocolibrary.org
- F. Oak Park Library – 9500 Bluejacket St. Overland Park, KS 66214
 - i. Contact Name: Lisa Jordan
 - ii. Contact Phone: (913) 826-4481
 - iii. Contact Email: jordanl@jocogov.org
- G. Shawnee Library - 13811 Johnson Dr. Shawnee, KS 66216
 - i. Contact Name: Anna Madrigal
 - ii. Contact Phone: (913) 826-4661
 - iii. Contact Email: madrigala@jocolibrary.org

2. PREMISES:

- A.  For the 2024 elections in subsections B, C, D & E subject to the terms and conditions set forth, I agree to allow the Election Office to occupy and use the facility stated in Section 1 during the times set out in Section 3, in addition to parking areas and facilities normally used for these premises:
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 - i. Shawnee Library – Large Meeting Room
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 - ii. Cedar Roe Library – Large Meeting Room
 - iii. Central Resource Library – Carmack Community Room
 - iv. Corinth Library – Large Meeting Room
 - v. Monticello Library – Large Meeting Room
 - vi. Oak Park Library – Large Meeting Room (60 person)
- D. Advance Voting - Presidential Primary, August Primary, and November General Election Locations:
 - i. Monticello Library
- E. Advance Voting - August Primary, and November General Election Locations:
 - i. Central Resource Library – Carmack Community Room
 - ii. Oak Park Library – Large Meeting Room (60 person)

3. DATES & TIMES OF USE:

The Election Office may use the Premises solely for the purpose described in Section 3, during the election timeframe, as described:

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 - i. March 18 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
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 - i. August 5 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;
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- F. General Election
 - i. November 4 & 6, 2024: from 8:00 am to 5:00 pm, for set up and tear down;
 - ii. November 5, 2024: from 5:00 am to 8:00 pm for Election Day voting.

4. COMPLIANCE WITH LAWS:

- A. Both parties agree that use of the Premises is subject to all applicable federal, state, and local laws, regulations, codes, ordinances, and guidelines.
- B. Americans with Disabilities Act: the Facility acknowledges that the Election Office's use of the Premises is subject to the ADA and state and local laws regarding disabilities. The Facility will not prohibit appropriate access and agrees that the Election Office may provide temporary alterations.
- C. Electioneering is prohibited.
 - i. No campaign, candidate, or issue-related signs or materials will be posted or visible to voters during poll hours.
 - ii. All staff, visitors, and voters who are present during voting hours must comply with state electioneering laws. Electioneering laws prohibit, among other things, wearing hats, buttons clothes that advocate for or against a candidate or question on the ballot.

5. SIGNS:

- A. The Facility agrees that the Election Office may remove any signs which, in its estimation, violate federal or state election laws, including any signs which may constitute electioneering.
- B. Candidate or ballot question signs placed within 250 feet from a voter entrance will be removed by Johnson County election workers. The Facility also agrees that it will remove, or allow the Election Office staff to remove, any signs from its premises that are visible to the public and that pertain to voting issues beginning the Friday prior to the election, until the day following Election Day.

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- ii. Make the Facility available in clean and secure condition and maintain such for the duration of the conduct of the elections and this Agreement;
- iii. Assure that the Election Office and the public will have uninterrupted access to the Premises for voting purposes on Election Day. Due to the nature and requirements of a polling place, the Facility will not cause any interruption to the elections during the term of this Agreement. This includes, but is not limited to, closure, practice drills, construction, remodeling, or cleaning on the Premises or any area that would affect access to the Premises, including parking. PROVIDED, however, the safety of the occupants is of the utmost importance, and in case of emergency, the parties will work together to assure the safety of the occupants.
- iv. Maintain electrical, water, and general utilities;
- v. Provide shelter for voters and election workers in case of severe weather.

B. The Election Office will:

- i. At the conclusion of the Agreement, return the Premises to as good condition as received, ordinary and reasonable wear and tear excepted; and
- ii. Pay for damages to the furnishings or other property caused by the Election Office or its guests or invitees.

7. NO ASSIGNMENT; LIMIT ON USE: The Election Office will use the Facility and Premises only for the purpose of conducting an election.

8. CANCELLATION: Due to publication requirements for poll sites, the Election Office must be able to rely on the use of the Facility without schedule change or cancellations. The Election Office must receive any request for cancellation of use of the Facility no less than one-hundred twenty (120) days prior to the scheduled use of the Facility.

9. VENUE AND JURISDICTION: The parties agree that jurisdiction and venue for any legal matter arising out of this Agreement shall be in the District Court of Johnson County, Kansas.

Tricia Suellentrop
County Librarian

Frederick L. Sherman
Election Commissioner

Signature

Johnson County Library

Signature

Johnson County Election Office

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 14, 2023

Re: Shawnee: Work Order Authorization Approval and Request for Temporary Closure for planned CRP work

Issue: Consider approving two items related to planned Capital Replacement Program (CRP) work at the Shawnee Library.

Suggested Motions: Consider approving the following motions:

- I move to approve a work order authorization with Kelly Construction Group, Inc. in an amount not to exceed \$959,983.00 to perform planned Capital Replacement Plan (CRP) upgrades at the Shawnee library.
- I move to approve a temporary closure at the Shawnee Library for a period of approximately 4 months between March and June 2024 to complete planned Capital Replacement Plan (CRP) upgrades.

Background: The purpose of the CRP is to investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner. The CRP ensures that the useful life of Library buildings is maximized.

Work planned for Shawnee includes HVAC and security upgrades, restroom remodel, ADA improvements, exterior building signage, and shelving and flooring replacement, and other interior improvements. This contract does not include shelving replacement or carpeting replacement – we expect to bring separate contracts for shelving replacement and carpeting replacement to a future Board meeting.

Analysis: The work at Shawnee is anticipated to last approximately 4 months. Due to the nature of the work, much of which will be disruptive to library activities, we are recommending that the building be closed to the public during this time. The Shawnee staff will be temporarily reassigned to other locations during the closure. At this point we anticipate work at Shawnee being completed in advance of the summer season and have worked with the contractor to select materials and equipment with shorter lead times to help mitigate the risk of a longer closure. Depending on material lead time, construction scheduling, and the potential for unforeseen conditions, the timeline could change. We will keep the Board informed of progress.

- Considerations:
 - *Condition and lifespan of existing building systems.* The building's mechanical systems are at the end of their functional life and scheduled for replacement. This work has been postponed due to the postponement of CRP work at Oak Park and further delay is not recommended.
 - *Timeline of other capital work that would draw the same staff subject matter expertise.* Performing this work in the first half of 2024 gets this project completed prior to beginning work on the De Soto / Spring Hill Renovation and other projects, making efficient use of staff time. While there is some overlap in staff who will be involved in Merriam Plaza and Shawnee, the impact is manageable.
 - *Programming.* Staff have made arrangements to offer a selection of programs at other nearby locations during the closure.
 - *Overlap of Antioch closure.* We expect a brief period of overlap between Antioch and Shawnee closures, before Merriam Plaza opens. This would temporarily limit

library options in the north. Patrons would be encouraged to use other libraries in the service areas, such as Lenexa City Center, Central, Cedar Roe, and Monticello. We anticipate Merriam Plaza opening before Shawnee's work is completed. We continue to work to minimize closure overlap.

- *Time of year and library visits.* Shawnee's visitation rises in the summer months by an average of 40% (looking at 2017-2023 year to date). Targeting winter and spring months for the majority of this work avoids the period of highest visitation and allows us and our Facilities partners to ensure the building is kept in healthy condition.

Budget Review: This work is funded from approved 2024 CRP funds.

Legal Review: Library legal counsel has approved the Contract and Work Order Authorization.

Alternatives: 1) Not approve the work order authorization or temporary closure.

Recommendation:

- Approve a work order authorization with Kelly Construction Group, Inc. in an amount not to exceed \$959,983.00 to perform planned Capital Replacement Plan (CRP) upgrades at the Shawnee library.
- Approve a temporary closure at the Shawnee Library for a period of approximately 4 months between March and June 2024 to complete planned Capital Replacement Plan (CRP) upgrades.

Suggested Motions:

- I move to approve a work order authorization with Kelly Construction Group, Inc. in an amount not to exceed \$959,983.00 to perform planned Capital Replacement Plan (CRP) upgrades at the Shawnee library.
- I move to approve a temporary closure at the Shawnee Library for a period of approximately 4 months between March and June 2024 to complete planned Capital Replacement Plan (CRP) upgrades.



Construction Services Term and Supply Work Order Authorization

In accordance with Section 2.3 of AIA Document A121-2018 Standard Form of Master Agreement Between Owner and Contractor ("Master Agreement"), as modified, of the "RFP 2021-053: On-Call Construction Services" entered into on December 20, 2021, between the Board of County Commissioners, Johnson County Kansas and **[Kelly Construction Group, Inc.]**, Work Order Authorization ("Work Order") is hereby given and mutually agreed upon per the following information and attached Scope of Services and Proposal.

Project Name: Shawnee Library Renovation
Project Location: Johnson County Shawnee Library
13811 Johnson Dr.
Shawnee, KS 66216

Project Disciplines: ☐ Pre-Const Services ☒ General Construction ☐ Building Evaluation ☒ Construction Management

Detailed Description of the Work: *See Additional Attachments.*

The Contract Time: Project Start Date: January 2024
Substantial Completion: May 2024

The Contract Sum: Stipulated Sum: \$ \$959,983.00

*Alternate #1 is accepted and included in this sum.

Project Cost Breakdown:

Labor/Materials: \$ 814,857.00 Bonds: \$ 22,015.00 *Contractor markup: \$ 123,111.00

Project Proposal Date: 22-Nov-23

Architect/Consultant for the Project:

Dake Wells Architecture
2100 Central St, Suite 01c
Kansas City, MO 64105
833-518-4545

Insurance and Bonds:

Insurance shall be in accordance with Article 15 of the Master Agreement, except if indicated below:

The Contractor shall cause the commercial general and automobile liability coverage require by the Contact Documents to include the Board of Directors of the Johnson County Library and Board of County Commissioners of Johnson County, Kansas and their respective officers, Commissions, Agencies, employees, and volunteers.

Certificate Holders:

Board of Directors of the Johnson County Library
c/o County Librarian
9875 W 87th St.
Overland Park, KS 66212

Board of County Commissioners Johnson County, Kansas
c/o Risk Manager
111 S. Cherry St., Suite 2400
Olathe, KS 66061

Statutory Bonds and Performance Bonds: (if project cost is over \$40,000 to be collected by FMA Buyer)

Contractors Representatives:

Kelly Construction
Scott Kelly
4021 East 143rd St.
Grandview, MO 64030

Owners Representative:

Lisa H. Davis, Facilities Project Manager
Johnson County Facilities Management – Planning Design and Construction
111 S. Cherry St., Suite 2100
Olathe, KS 66061
913-715-1142
LisaH.Davis@jocogov.org

Contract Documents:

The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated below:

1. This Work Order
2. The Work Proposal (Issued with Construction Documents)
3. The Master Agreement
4. The Supplementary and other Conditions of the Contract, if any: n/a
5. The Specifications, if any, listed below or attached as an exhibit to this Work Order:

Title Project Manual **Date** 13-Oct-23 **Pages** 579

6. The Drawings, if any, listed below or attached as an exhibit to this Work Order:

Title Construction Drawings **Date** 13-Oct-23

7. The Contractor's Performance and Statutory Bonds as may be required for the Project under the Contract Documents and this Work Order
8. Additional documents, if any, forming part of the Contract Documents as may be listed below or as may be attached as an exhibit to this Work Order:

Addendum 01- 11/15/2023

Work Order Authorization Contract Effective Date: 12/14/2023

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 14, 2023
Re: **Oak Park CRP: Increase in Project Authority**

Issue: Consider authorizing an increase in project authority to the construction contract with Kelly Construction Group, Inc. for interior and exterior work at the Oak Park Library in an amount not to exceed \$174,470.34, and thereby increasing the total construction contract amount to an amount not to exceed \$995,070.34.

Suggested Motion: I move to authorize an increase in project authority to the construction contract with Kelly Construction Group, Inc. for interior and exterior work at the Oak Park Library in an amount not to exceed \$174,470.34, and thereby increasing the total construction contract amount to an amount not to exceed \$995,070.34.

Background: On August 11, 2022 the Library Board approved a contract with Kelly Construction Group, Inc. for interior and exterior work at the Oak Park Library in the amount of \$820,600.00. Since that time and during the course of construction, several issues and opportunities related to unforeseen conditions, ADA improvements, City code, and Library-related upgrades were discovered and implemented to deliver a better product to the Library. Funds for these items are available in the current year CRP fund approved by the Library Board.

Analysis: In addition to the Library pushing back the start date for this work to avoid a summer closure conflict, construction activities in the building revealed issues related to Life Safety, HVAC, Plumbing, Electrical, Interior finishes, and additional ADA improvements related to exterior walkways and paving. In coordination with the Library, County Facilities partners, the design team, and the contractor the above elements were identified and improved or replaced. The Library Director has previously approved change orders to address these issues. Now that the cumulative total of change orders exceeds \$100,000, we require Library Board approval per County Purchasing Policy #110.155.4.

Budget Review: This work is funded from approved 2023 CRP funds.

Legal Review: Library legal counsel has approved the Contract and Work Order Authorization.

Alternatives: 1) Increase the project authority. 2) Do not approve the increase in project authority. Not approving the change order would result in other Library funds being spent on these items.

Recommendation: Increase the project authority to the construction contract with Kelly Construction Group, Inc. to for interior and exterior work at the Oak Park Library in an amount not to exceed \$174,470.34.

Suggested Motion: I move to authorize an increase in project authority to the construction contract with Kelly Construction Group, Inc. for interior and exterior work at the Oak Park Library in an amount not to exceed \$174,470.34, and thereby increasing the total construction contract amount to an amount not to exceed \$995,070.34.

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: December 14, 2023
RE: Information -- MOU with Friends of Johnson County Library

Issue: Information on updating the MOU between Johnson County Library and Friends of Johnson County Library.

Background: Johnson County Library and Friends of Johnson County Library have partnered since the founding of the Library in 1952. This partnership is activated by the Friends managing weeds and discards, selling used books to support JCL, and advocating with elected officials on Library-related matters; and by the Library collecting donated materials from the community for management by the Friends. This MOU is for a three year term. Changes from the last MOU are minor.

Alternatives: Establish an informal relationship with the Friends of Johnson County Library.

Legal Review: Reviewed by counsel.

Budget Approval: Johnson County Library will provide support for areas indicated as Library responsibilities aligned with approved budgets and procedures. Friends of Johnson County Library will provide support for areas indicated as Friends of Johnson County Library responsibilities, including payment for weeds and discards, aligned with their approved budgets and procedures.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY

AND

THE FRIENDS OF JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into January 1, 202~~4~~³ and will automatically terminate, unless extended by written consent of both parties, on January 1, 202~~7~~⁴ 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).

Recitals:

- 1) 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
- 2) Friends is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Library system and promote informed community interest in the Library functions, resources, services and needs; ~~and to raise supplementary funds for the Library, and~~
- 3) ~~The~~ Friends is a membership organization that encourages participation from individuals, families, corporations and other organizations; and
- 4) 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
- 5) Friends has, since 1984, sold surplus Library materials in a variety of settings to benefit the Library, and
- 6) Friends, organized as a Kansas not-for-profit corporation, may engage in public advocacy efforts on behalf of issues affecting or important to libraries and their supporters.

NOW THEREFORE, Friends and the Library agree as follows:

a) Friends shall:

- i) Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
- ii) Sell or otherwise dispose of donated and surplus Library materials through book sales, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials;

~~iii) Donate sales revenue to the Johnson County Library Foundation ("Foundation") after Friends has fully funded its operational expenses and reserves;~~

~~iv) iii)~~ Provide for and oversee all operations related to its obligations under this Agreement including:

- (1) employing any necessary staff to handle operations, sort books, oversee book sales, and provide for sorting and storage facilities;
- (2) ~~Friends shall~~ purchasinge, licensinge, installing and maintaining their own staff computers, systems, and accessories for point-of-sale or book sale service points including (but not limited to) desktops, laptops, iPads, and credit card processing devices;
- (3) ~~Friends locations outside of the Library, Friends will~~ funding and supporting their own network, Internet connections and electrical for Friends locations outside of the Library;
- (4) ~~Library keycards issued to Friends staff will be~~ managing Library keycards issued to Friends staffed by Friends following Library keycard policies;

~~v) iv)~~ Provide for transport of donated materials to a Friends' facility;

~~vi) v)~~ Designate staff a liaison to attend Library Board meetings and otherwise regularly report to the Library about Friends activities and progress;

- ~~vii~~vi) 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;
- ~~viii~~vii) Invite the County Librarian or ~~their his or her~~ designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
- ~~ix~~viii) Provide to Library staff ~~of the Library~~, upon request and as available, selections of donated materials to support Library programs and activities;
- ~~x~~ix) 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;
- ~~xi~~x) Coordinate with appropriate Library staff regarding external and internal communications of Friends activities, including but not restricted to:
 - (1) Friends will provide their own technical and content website support;
 - (2) Friends will host their website, manage web analytics, and manage website domain registration;
 - (3) Friends provide and support their own email, file management tools, backups, digital storage and software licensing;
- ~~xii~~xi) Train Friends' staff and volunteers to safely and properly operate and maintain any ~~FFE-Fixtures, Furniture, and Equipment (FFE)~~ on loan to the Friends from JCL such as the TechLogic sorter, including cooperating with the Library to take all reasonable steps necessary to ensure the proper operation, storage, care, and maintenance of said; and
- ~~xiii~~xii) 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.

b) The Library shall:

- i) Sell surplus Library materials to Friends for an annual fee to be agreed upon by the County Librarian and Friends. Payments will be made on an annual schedule as 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. Surplus Library materials will then be the property of Friends;
- ii) Ensure that Library locations serve as collection points for donated items from the public to ~~the~~ Friends;
- iii) Provide Friends with Library space for appropriate opportunities to sell used books and for administration of those activities as agreed upon between Friends and Library staff and management;
- iv) Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends' operations;
- v) Provide for transportation of surplus Library materials to a Friends facility;
- vi) Designate ~~staff a liaison~~ to attend Friends Board meetings and otherwise regularly report to the Friends about Library activities and progress;
- vii) Invite the Friends ~~B~~board designee to regularly report on Friends' business and activities at Library Board meetings and/or in appropriate venues and communication channels;
- viii) Provide ~~a staff liaison to Friends to support~~ to the Friends Executive Director; Board
- ix) Coordinate and support shared messaging in physical and digital channels;
- x) 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:
 - (1) The Library will provide basic IT support for Friends staff related ~~into~~ integrating into Library spaces and systems – for example, providing recommendations for iPad enclosures at service points and providing access to the Library's public network. This includes hardware recommendations; the Library may choose to mark a device as unsupported and disallow connectivity if it doesn't meet minimum

requirements. For Friends locations outside of the Library, Friends will fund and support their own network, internet connections, and electrical;

- (2) The Library will provide occasional and appropriate advice for the Friends website, excluding major upgrades, redesigns or eCommerce functions. Such larger projects will be evaluated separately, and resources will be assigned on a project basis. The Library IT team will provide advice for best practices for Friends web presences as requested.
- (3) The Library will furnish a TechLogic automated materials handling system (sorter) for processing donations at the Friends processing center. The Library owns this sorter for use by ~~the~~ Friends with an annual evaluation (as part of the MOU renewal process) of the assignment to ~~the~~ Friends. The Library will provide advice on the installation of the sorter and initial configuration. Friends staff will receive training on sorter maintenance and contacting from TechLogic. The Library will fund a support and maintenance contract for this sorter with TechLogic including technical support and regular preventive maintenance. Library IT will provide basic support for the sorter including basic troubleshooting issues through the Library IT Help Desk, weekdays 8a – 5p. Friends will fund and license NeatoScan software for the sorter. Friends staff are responsible for supporting NeatoScan software. The sorter is currently approved to be housed at the Pine Ridge facility. The Library will work with ~~the~~ Friends to develop any plans to move to a new location; it cannot be moved without express approval by the Library, including required vendor support for a move.
- (4) The Library provides building access keycards with appropriate access levels for Friends staff. Keycards will be managed by Friends staff following Library keycard policies.

- xi) 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.

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

JOHNSON COUNTY LIBRARY

By: _____
~~Shanna Eiklenborg~~~~Chris Meier~~, President _____
~~Bethany Griffith~~~~David Sims~~, Chair

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
~~Stacy Bunck~~~~Shanna Eiklenborg~~, Vice President

By: _____
Kelly Kilgore, Vice Chair

Date: _____

Date: _____

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY

AND

THE FRIENDS OF JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into January 1, 2024 and will automatically terminate, unless extended by written consent of both parties, on January 1, 2027 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).

Recitals:

- 1) 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
- 2) Friends is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Library system and promote informed community interest in the Library functions, resources, services and needs; and
- 3) Friends is a membership organization that encourages participation from individuals, families, corporations and other organizations; and
- 4) 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
- 5) Friends has, since 1984, sold surplus Library materials in a variety of settings to benefit the Library, and
- 6) Friends, organized as a Kansas not-for-profit corporation, may engage in public advocacy efforts on behalf of issues affecting or important to libraries and their supporters.

NOW THEREFORE, Friends and the Library agree as follows:

- a) Friends shall:
 - i) Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
 - ii) Sell or otherwise dispose of donated and surplus Library materials through book sales, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials;
 - iii) Provide for and oversee all operations related to its obligations under this Agreement including:
 - (1) employing any necessary staff to handle operations, sort books, oversee book sales, and provide for sorting and storage facilities;
 - (2) purchasing, licensing, installing and maintaining their own staff computers, systems, and accessories for point-of-sale or book sale service points including (but not limited to) desktops, laptops, iPads, and credit card processing devices;
 - (3) funding and supporting their own network, Internet connections and electrical for Friends locations outside of the Library;
 - (4) managing Library keycards issued to Friends staff following Library keycard policies;
 - iv) Provide for transport of donated materials to a Friends' facility;
 - v) Designate staff to attend Library Board meetings and otherwise regularly report to the Library about Friends activities and progress;
 - vi) 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;

- vii) Invite the County Librarian or their designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
 - viii) Provide to Library staff, upon request and as available, selections of donated materials to support Library programs and activities;
 - ix) 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;
 - x) Coordinate with appropriate Library staff regarding external and internal communications of Friends activities, including but not restricted to:
 - (1) Friends will provide their own technical and content website support;
 - (2) Friends will host their website, manage web analytics, and manage website domain registration;
 - (3) Friends provide and support their own email, file management tools, backups, digital storage and software licensing;
 - xi) Train Friends' staff and volunteers to safely and properly operate and maintain any Fixtures, Furniture, and Equipment (FFE) on loan to the Friends from JCL such as the TechLogic sorter, including cooperating with the Library to take all reasonable steps necessary to ensure the proper operation, storage, care, and maintenance of said; and
 - xii) 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.
- b) The Library shall:
- i) Sell surplus Library materials to Friends for an annual fee to be agreed upon by the County Librarian and Friends. Payments will be made on an annual schedule as 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. Surplus Library materials will then be the property of Friends;
 - ii) Ensure that Library locations serve as collection points for donated items from the public to Friends;
 - iii) Provide Friends with Library space for appropriate opportunities to sell used books and for administration of those activities as agreed upon between Friends and Library staff and management;
 - iv) Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends' operations;
 - v) Provide for transportation of surplus Library materials to a Friends facility;
 - vi) Designate staff to attend Friends Board meetings and otherwise regularly report to the Friends about Library activities and progress;
 - vii) Invite the Friends Board designee to regularly report on Friends' business and activities at Library Board meetings and/or in appropriate venues and communication channels;
 - viii) Provide staff support to the Friends Executive Director;
 - ix) Coordinate and support shared messaging in physical and digital channels;
 - x) 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:
 - (1) The Library will provide basic IT support for Friends staff related to integrating into Library spaces and systems – for example, providing recommendations for iPad enclosures at service points and providing access to the Library's public network. This includes hardware recommendations; the Library may choose to mark a device as unsupported and disallow connectivity if it doesn't meet minimum requirements. For Friends locations outside of the Library, Friends will fund and support their own network, internet connections, and electrical;

- (2) The Library will provide occasional and appropriate advice for the Friends website, excluding major upgrades, redesigns or eCommerce functions. Such larger projects will be evaluated separately, and resources will be assigned on a project basis. The Library IT team will provide advice for best practices for Friends web presences as requested.
 - (3) The Library will furnish a TechLogic automated materials handling system (sorter) for processing donations at the Friends processing center. The Library owns this sorter for use by Friends with an annual evaluation (as part of the MOU renewal process) of the assignment to Friends. The Library will provide advice on the installation of the sorter and initial configuration. Friends staff will receive training on sorter maintenance and contacting from TechLogic. The Library will fund a support and maintenance contract for this sorter with TechLogic including technical support and regular preventive maintenance. Library IT will provide basic support for the sorter including basic troubleshooting issues through the Library IT Help Desk, weekdays 8a – 5p. Friends will fund and license NeatoScan software for the sorter. Friends staff are responsible for supporting NeatoScan software. The sorter is currently approved to be housed at the Pine Ridge facility. The Library will work with Friends to develop any plans to move to a new location; it cannot be moved without express approval by the Library, including required vendor support for a move.
 - (4) The Library provides building access keycards with appropriate access levels for Friends staff. Keycards will be managed by Friends staff following Library keycard policies.
- xi) 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.

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: Shanna Eiklenborg
Shanna Eiklenborg, President

Date: 11/7/23

ATTEST:
By: Stacy Burek
Stacy Burek, Vice President

Date: 11/7/23

JOHNSON COUNTY LIBRARY

By: _____
Bethany Griffith, Chair

Date: _____

By: _____
~~David Sims~~, Vice Chair
Kelly Kilgore

Date: _____

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: December 14, 2023
RE: Information -- MOU with Johnson County Library Foundation

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

Background:

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

This is the annual renewal of that agreement. The Johnson County Library Foundation representative has reviewed the MOU. Minor updates were made to the agreement reflecting the Foundation now running their own website and managing bookkeeping.

Alternatives: No alternative to recommend at this time.

Legal Review: Reviewed by counsel

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of _____, 2023 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 or at an alternative Library location mutually agreeable to the parties. 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 (hereinafter defined) 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. As used herein, the term "Invested Funds" shall mean the Foundation's endowment fund restricted to supporting the Library collection and any other Foundation funds which are designated as "Invested Funds" by the Foundation board.

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

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
FOUNDATION

By: _____
~~David Sims~~ Bethany Griffith, Chair
President

By: _____
Leigh Anne Neal,

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of _____, 2023 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 or at an alternative Library location mutually agreeable to the parties. 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.

3.0 Assistance in financial reporting and maintenance of fundraising records. 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 (hereinafter defined) 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. As used herein, the term "Invested Funds" shall mean the Foundation's endowment fund restricted to supporting the Library collection and any other Foundation funds which are designated as "Invested Funds" by the Foundation board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. MISCELLANEOUS PROVISIONS

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

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

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

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

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

By: _____
Bethany Griffith, Chair

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
FOUNDATION

By: _____
Leigh Anne Neal, President

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 14, 2023

Re: Memorandum of Understanding with Johnson County Parks & Recreation District on behalf of Johnson County Museum

Issue: Partnership with Johnson County Museum for the JoCoHistory project

Suggested Motion: Information Only

Background: The JoCoHistory project provides access to historical materials related to Johnson County, and the jcohistory.org website serves as a hub for local history digital collections, resources, and a blog. From 2004 to 2022, Johnson County Library (JCL) and Johnson County Museum (JCM) informally partnered to establish and maintain JoCoHistory, which was financially supported by JCL and grants. In 2023, on behalf of JCM, Johnson County Parks & Recreation District (JCPRD) entered into a memorandum of understanding (MOU) to formalize the partnership and establish cost sharing. The 2024 MOU extends this agreement and additionally formalizes a joint steering committee to administer and annually review the MOU.

Analysis: JCL and JCM have a long and successful history of collaborating through each organizations' complementary strengths to provide public access to Johnson County history through the JoCoHistory project. JCL and JCPRD agree to continue supporting JoCoHistory and equally share platform costs. Formalizing a joint steering committee for administration of the MOU further ensures mutual benefit and success of JoCoHistory moving forward.

Funding Overview: Funding for JoCoHistory is included in the budgets for Collection Development, Information Technology, and Branch/Systemwide Services. As stated in the MOU, JCL will continue to provide full payment upfront to vendor(s) contracted for the total annual platform costs, and JCPRD, on behalf of JCM, will reimburse JCL 50% of the total annual platform costs, billed by JCL annually.

Alternatives: Partner on an informal basis for 2024 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with JCPRD.

Purchasing Review: N/A

Budget Review: Funding is available to continue this partnership

Legal Review: Reviewed by Counsel

Memorandum of Understanding for JoCoHistory

Purpose

This Memorandum of Understanding (the MOU) outlines the working relationship agreed upon between Johnson County Library (the LIBRARY) and Johnson County Park and Recreation District (JCPRD), which operates the Johnson County Museum (the MUSEUM) to support the JoCoHistory Project. JCPRD makes the agreements set forth in this MOU on behalf of the MUSEUM. The MUSEUM, for purposes of clarity, is referred to in this MOU, but it is understood and agreed that JCPRD is making the agreements set forth in this MOU on behalf of the MUSEUM and that it assumes responsibility for those agreements.

Introduction

The LIBRARY provides access to ideas, information, experiences, and materials that support and enrich people's lives. The MUSEUM showcases Johnson County's unique stories through collections, programs, and exhibitions utilizing its iconic venues. At the intersection of these missions is the foundation of the collaborative JoCoHistory project, striving to achieve a shared vision:

JoCoHistory expands the public's sense of community through an understanding of Johnson County's history and its place in American society.

Utilizing the strengths and expertise of each organization, JoCoHistory provides broadly accessible digital collections of photographs, documents, and other artifacts pertaining to the history of Johnson County, Kansas. Spearheaded by a core team comprised of designated staff from the LIBRARY and the MUSEUM, the initial phase of the project began in Fall 2004 and officially launched in Fall 2006, made possible by funding from the Institute of Museum and Library Services (IMLS) and from the Johnson County Board of County Commissioners through the Heritage Trust Fund. The LIBRARY has served as steward of the JoCoHistory technical infrastructure and web presence since inception, and upon exhaustion of all grant funds in 2010 the LIBRARY assumed all ongoing ~~expenses~~technical support.

The LIBRARY and MUSEUM also recognize as JoCoHistory Partners these cultural heritage organizations who also contribute to this project:

- Johnson County Archives
- Kansas School for the Deaf
- Lenexa Historical Society
- City of Lenexa
- Olathe Public Library
- Overland Park Historical Society
- Shawnee Indian Mission Library
- Shawnee Mission School District

The LIBRARY and MUSEUM acknowledge these stakeholders in JoCoHistory:

- Johnson County general public
- Researchers interested in Johnson County
- LIBRARY and MUSEUM staff
- JoCoHistory Partners

The LIBRARY and MUSEUM are committed to the vision and stakeholders of JoCoHistory and agree to support it as specified in this MOU.

Responsibilities

For the duration of this MOU, January 1, ~~2023~~2024, to December 31, ~~2023~~2024, the LIBRARY and JCPRD, on behalf of the MUSEUM, agree to the following:

Administration

The LIBRARY and MUSEUM agree to establish a Steering Committee to administer the MOU.

The Steering Committee will consist, at a minimum, of staff responsible for managing the following:

- JCL digital collections
- JCL local history partnerships
- JCL IT
- JCL communications
- JCPRD Museum
- JCPRD ITS

The MOU will be reviewed annually prior to renewal.

Collections

The JoCoHistory collections are comprised of digital objects and metadata supplied by the LIBRARY, MUSEUM, and JoCoHistory Partners.

Collection Management

The LIBRARY and MUSEUM each will:

- Be responsible for any expenses associated with digitization and preparation of objects and metadata for each organization's own collections.
- Upload and maintain digital objects and metadata for each organization's own collections.

The LIBRARY and the MUSEUM jointly will:

- Meet to collaboratively plan the selection, prioritization, and frequency of new collections, objects, and metadata to be added.
- Update digital objects and metadata for JoCoHistory Partners as needed.
- Refer and respond to public inquiries about the collections as needed.

Collection Platform

The collection platform includes software and hosting for both the digital repository and the website. The digital repository consists of the backend technical infrastructure used to collect, organize, and access collections' digital objects and metadata. The website provides the frontend interface that displays, supports, and enhances the repository collections and supplemental content.

Contract negotiation

The LIBRARY will negotiate contracts for platform products and services with vendor(s) annually.

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual platform cost.

JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual platform cost, billed by the LIBRARY annually.

Training

The LIBRARY will coordinate platform training for core team contributors as needed and disseminate updates from vendors to contributors.

Maintenance

The LIBRARY will facilitate technical maintenance that ensures the platform is functional.

Website Content

The LIBRARY and MUSEUM jointly will:

- Develop and adhere to style guidelines to maintain continuity and voice.
- Approve changes and additions to the website's design, content, and features.
- Manage and perform the authoring, editing, and publishing of content.

Blog Platform

The blog provides supplemental content that supports and enhances the JoCoHistory collections. The blog platform includes the software and hosting for a backend content management system and frontend web interface.

Contract negotiation

The LIBRARY will negotiate contracts for blog software and hosting with vendor(s) annually.

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual blog cost. JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual blog cost, billed by the LIBRARY annually.

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The LIBRARY and the MUSEUM ~~jointly each~~ will:

- Develop and adhere to style guidelines to maintain continuity and voice.
- ~~Confer to Aa~~ approve changes and additions to the blog's design and features.
- Assign, create, and publish content according to an ~~annually jointly~~ agreed upon schedule.

Marketing

The LIBRARY and MUSEUM are dedicated to promoting JoCoHistory collections and associated content through the organizations' respective marketing channels, including but not limited to:

- Websites
- Social media
- Print publications

Acknowledgement

The below executors accept this agreement on behalf of the LIBRARY and JCPRD, on behalf of the MUSEUM.

Patricia Suellentrop, County Librarian
Johnson County Library

Jeff Stewart, Executive Director
Johnson County Park and Recreation District

Date

Date

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Purpose

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Patricia Suellentrop, County Librarian
Johnson County Library

Jeff Stewart, Executive Director
Johnson County Park and Recreation District

Date

Date

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 14, 2023

Re: Public Computer Reservation and Print Management: Information Only

Issue: Information sharing about Public Computer Reservation and Print Management systems

Suggested Motion: Information Only

Background: Johnson County Library and Olathe Public Library are reviewing new solutions for:

- Public Computer Reservation System
- Printing from Public Computers
- Payment for Printing from Public Computers
- Remote and cloud printing for patrons
- Improvements to public photocopiers and scanners
- Point of Sale (PoS) systems for payment at public service desk (credit card readers and associated software)
- Online payment

Analysis: On August 23, 2023, a formal Request for Purchase (RFP) was published and vendor proposals reviewed. An analysis of where and how to accept payments for printing is necessary to build the implementation project and has been initiated. The Library expects to seek Library Board approval to purchase new solutions and implement in coming months.

Funding Overview: Expect to present information about costs and contract in coming months.

Alternatives: Renew existing solutions and continue to field requests for improvements.

Recommendation: Not applicable

Purchasing Review: Following County Purchasing guidelines at all steps of the process. A County Purchasing Administrator is participating in the RFP process and guiding the team.

Budget Review: Not applicable

Legal Review: RFP was reviewed by Legal Counsel prior to publication.

Public Computer Reservation and Print Management

December 14, 2023



Public Computer Reservation System



Printing from Public Computers



Payment for Printing from Public Computers



Associated Technology

Under Consideration

- Remote and cloud printing for patrons
- Improvements to public photocopiers and scanners
- Point of Sale (PoS) systems for payment at public service desk (credit card readers and associated software)
- Online payment



Internal Consideration for Replacement

Current solutions have been in place for many years

Planned replacement

- select public photocopiers
- credit card terminals at public service desks
- coin and bill towers

Identified pattern of issues with current systems



Responsive to Patron Feedback

New functionality requested by patrons

- Ability to print from personal laptops, tablets and phones
- Improved usability with printing from JCL public computers
- More payment options for printing
- Improvements to scanning functionality on photocopiers



Diverse Team Formed

- Olathe Public Library IT and Frontline Management
- Johnson County Library IT, Frontline Management and Frontline Staff
- County Financing



Our Process

- August 23, 2023-a formal Request for Purchase (RFP) published
- Five vendors responded
- The team met with vendors and rated the proposals based on pre-determined criteria
- The top scoring vendor was identified
- Currently working through the referral and security review process



Today's Business Solutions (TBS, Inc.)

- Today's Business Solutions (TBS, Inc.), a well-known Library vendor is the front runner
- Positive references from similar public library systems



Continued Analysis-Print Management Solution

- Evaluation needed for where and how to accept payments for printing
- Evaluation needed for the allocation of payment towers – coin and bill, credit and debit cards
- Evaluation needed for confirming the payment scheme represented in ARM 20-10-90
 - Charges for photocopies
 - Charges for printing in color and black and white



Proposed Implementation

Phase 1

- Point of sale systems – for public service desks (paying fees, for lost or damaged materials, not printing)
- Online payment
- Gather information on public printing

Phase 2

- Public computer reservations system
- Print management system (from Library computers)
- Payment options at print release stations (coin and bill, credit card readers)



Proposed Implementation-Continued

Phase 3

- Cloud printing from patron personal laptops, tablets and phones
- From Library public wireless and home/outside the Library

Phase 4

- Pilot new scanners to replace select printers and photocopiers – study the best locations for conversion and update



Library Board Role

- Requests will come to the Board throughout 2024 as move through implementation phases
- Plan for phased implementation in 2024 as fits with other scheduled projects
- Plan to present a contract in January 2024 for Phase 1

