

**JOHNSON COUNTY LIBRARY**

**BOARD REPORT**

**DECEMBER 12, 2013**

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

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
 REGULAR MEETING, DECEMBER 12, 2013  
 CENTRAL RESOURCE LIBRARY  
 4:00 P.M.

- I. Call to Order
- II. Citizen Comments
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Mitra Templin, Board Chair
  - C. Dave White, President, Friends of the Library
  - D. Susan Mong, Executive Director, Johnson County Library Foundation
  - E. Jason Osterhaus, Liaison, Board of County Commissioners
- IV. Reports
  - A. Board Counsel
    - 1. Revisions to ARM 20-10-50, "Patron Code of Behavior," to address legislative amendments to the Personal and Family Protection Act (concealed carry legislation).....6
    - 2. Renewal of Contract for 2014.....17
  - B. County Librarian Report – Sean Casserley, County Librarian
    - 1. Town Square – Maury Thompson, Assistant County Manager
    - 2. Strategic Facilities Master Plan update
    - 3. Orangeboy Data
- V. Consent Agenda
  - A. Action Items:
    - 1. Minutes of November 14, 2013 Board meeting.....19
  - B. Information Items
    - 1. Summary of New and/or Renewed Contracts.....26
    - 2. Financial and Personnel
      - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October, 2013 were handled in accordance with library and County policy.
      - b) The October, 2013 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.....28
    - 2. Summary of Gift Fund Receipts.....29
    - 3. Summary of Gift Fund Payments.....30

The County Librarian and the Finance Director certify the Gift Fund receipts and disbursements were handled in accordance with Regulations 10-55-12 and 10-55-12A of the Library’s Administrative Policy Manual.

VI. Old Business

VII. New Business

A. Consideration of Proposed Strategic Plan.....40

B. Consideration of Renewal of Interlocal Agreement with Olathe Public Library.....48

C. Consideration of Renewal of Interlocal Agreement with Johnson County Community College for Johnson County Adult Education Services.....55

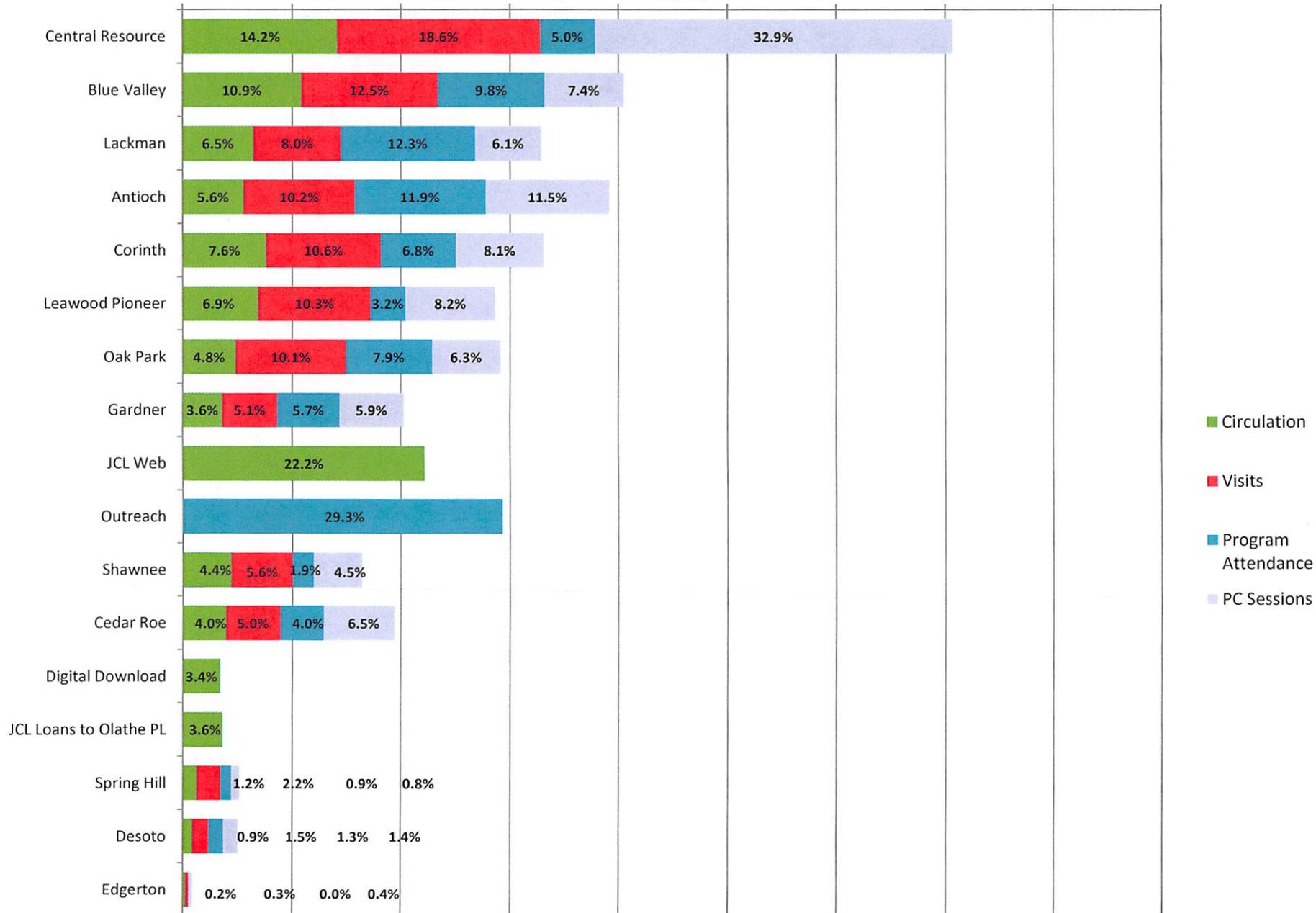
D. Consideration of Renewal of Lease for the Edgerton Neighborhood Library with the City of Edgerton, 2014.....58

VIII. Document Signing

IX. Executive Session

X. Adjournment

**Johnson County Library  
Touch Points Percentage of Activity by Location -- OCTOBER 2013**



Johnson County Library  
OFFICIAL CIRCULATION BY LOCATION

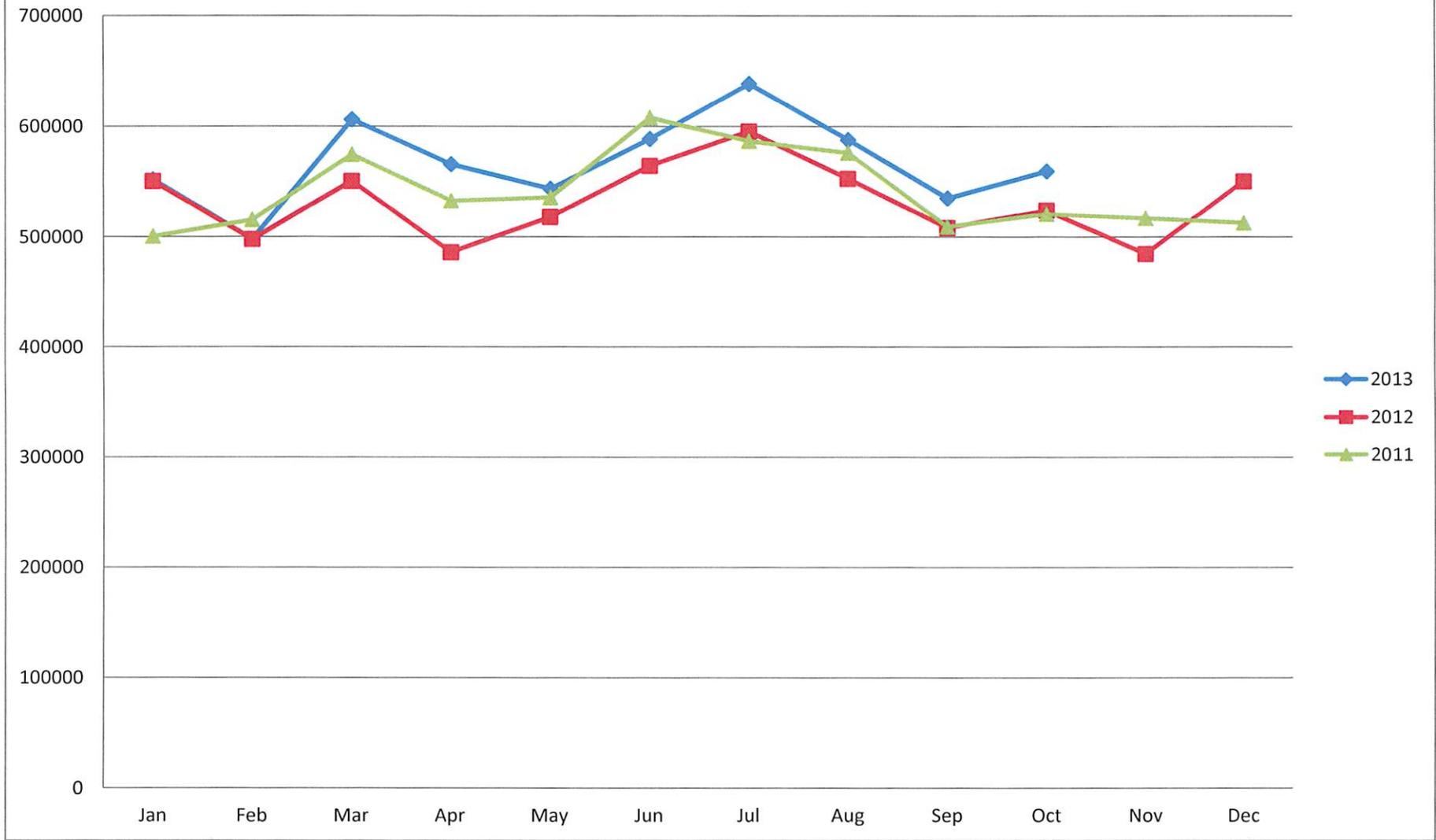
October 2013

Location	Official Circulation										
	Current Month 2013				Current Month 2012				Percentage Change 2012 to 2013		
	Month		Yr-to-Dt Circulation	Previous Twelve Months	Month			Previous Twelve Months	Month	Yr-to-Dt	Previous 12 mos.
	Number (inc. ILL)	Percent of System Total			Number (inc. ILL)	Percent of System Total	Yr-to-Dt Circulation				
Antioch	31,179	5.6%	318,863	378,349	31,513	6.0%	311,797	373,058	-1.1%	2.3%	1.4%
Blue Valley	60,852	10.9%	668,266	789,632	61,057	11.6%	649,274	772,706	-0.3%	2.9%	2.2%
Cedar Roe	22,140	4.0%	200,807	237,476	18,278	3.5%	193,975	235,496	21.1%	3.5%	0.8%
Central Resource	79,327	14.2%	782,690	935,686	74,680	14.2%	746,943	907,040	6.2%	4.8%	3.2%
Corinth	42,697	7.6%	447,989	522,245	42,612	8.1%	428,625	494,659	0.2%	4.5%	5.6%
Desoto	4,746	0.8%	43,780	52,520	3,960	0.8%	44,704	54,070	19.8%	-2.1%	-2.9%
Edgerton	1,305	0.2%	14,053	16,509	1,219	0.2%	14,288	17,090	7.1%	-1.6%	-3.4%
Gardner	20,253	3.6%	207,863	246,053	22,389	4.3%	211,926	248,679	-9.5%	-1.9%	-1.1%
Lackman	36,164	6.5%	375,746	444,940	35,183	6.7%	375,741	449,619	2.8%	0.0%	-1.0%
Leawood Pioneer	38,682	6.9%	396,951	470,838	37,656	7.2%	406,297	484,964	2.7%	-2.3%	-2.9%
Oak Park	27,091	4.8%	268,334	322,499	26,668	5.1%	270,752	325,354	1.6%	-0.9%	-0.9%
Shawnee	24,773	4.4%	254,420	301,563	24,073	4.6%	252,349	299,431	2.9%	0.8%	0.7%
Spring Hill	6,967	1.2%	62,225	72,744	5,569	1.1%	57,522	67,382	25.1%	8.2%	8.0%
JCL Web Renewals	124,157	22.2%	1,283,935	1,526,794	119,385	22.8%	1,172,007	1,391,097	4.0%	9.6%	9.8%
Digital Downloads	18,997	3.4%	110,672	110,672	0	0.0%	0	0	0.0%	0.0%	0.0%
JCL Loans to Olathe PL	20,267	3.6%	208,878	252,590	19,979	3.8%	212,756	258,448	1.4%	-1.8%	-2.3%
<b>JCL Branch Total</b>	<b>316,849</b>	<b>56.6%</b>	<b>3,259,297</b>	<b>3,855,368</b>	<b>310,177</b>	<b>59%</b>	<b>3,217,250</b>	<b>3,822,508</b>	<b>2.2%</b>	<b>1.3%</b>	<b>0.9%</b>
<b>JCL Branches and Central</b>	<b>396,176</b>	<b>70.8%</b>	<b>4,041,987</b>	<b>4,791,054</b>	<b>384,857</b>	<b>73%</b>	<b>3,964,193</b>	<b>4,729,548</b>	<b>2.9%</b>	<b>2.0%</b>	<b>1.3%</b>
<b>JCL SYSTEM TOTAL</b>	<b>559,597</b>	<b>100.0%</b>	<b>5,645,472</b>	<b>6,681,110</b>	<b>524,221</b>	<b>100%</b>	<b>5,348,956</b>	<b>6,379,093</b>	<b>6.7%</b>	<b>5.5%</b>	<b>4.7%</b>

Average Circulation per Capita		
	2013	2012
Current Month	15.6	14.9
Year-to-Date	15.7	15.2
Service Area Population	431,000	421,500

Notes: Service Area Population for the Editor and Publisher Market Guide. Previous twelve month data includes current month.

## Johnson County Library Three-Year Trend in Circulation



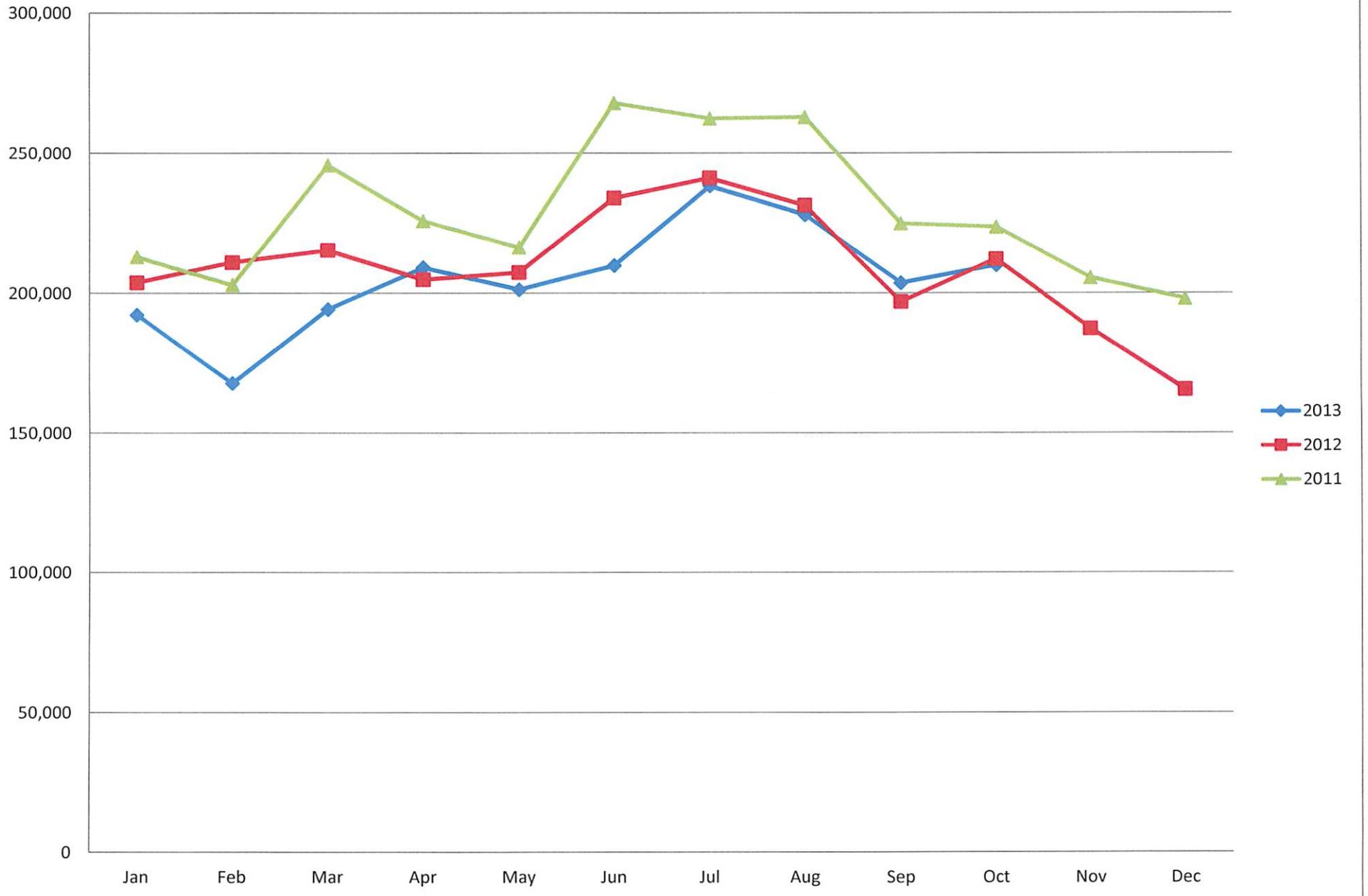
Johnson County Library  
USER VISITS

October 2013

Location	Current Month 2013								Current Month 2012				Percent Change 2012 to 2013		
	Total Visits	% of Total Visits	Yr-to-Dt Visits	Previous Twelve Months	Visits per Hr		Circulations per Visit		Total Visits	% of Total Visits	Yr-to-Dt Visits	Previous Twelve Months	For Month	For Yr-to-Dt	Previous 12 Months
					Hours Open	Visits per Hour	Circulation	Circ per Visit							
Antioch	21,429	10.2%	205,476	242,851	278	77	31,179	1.5	22,373	10.5%	211,573	248,948	-4.2%	-2.9%	-2.4%
Blue Valley	26,288	12.5%	267,207	313,567	278	95	60,852	2.3	24,701	11.6%	268,375	314,735	6.4%	-0.4%	-0.4%
Cedar Roe	10,440	5.0%	92,802	113,497	246	42	22,140	2.1	8,370	3.9%	91,378	112,074	24.7%	1.6%	1.3%
Central Resource	39,106	18.6%	394,459	456,628	300	130	79,327	2.0	38,004	17.9%	403,647	465,816	2.9%	-2.3%	-2.0%
Corinth	22,190	10.6%	223,309	270,516	278	80	42,697	1.9	21,537	10.1%	221,500	268,707	3.0%	0.8%	0.7%
DeSoto	3,130	1.5%	29,713	35,207	163	19	4,746	1.5	2,624	1.2%	27,339	32,833	19.3%	8.7%	7.2%
Edgerton	582	0.3%	6,229	7,232	117	5	1,305	2.2	730	0.3%	6,930	7,933	-20.4%	-10.1%	-8.8%
Gardner	10,609	5.1%	101,961	123,547	262	40	20,253	1.9	12,264	5.8%	120,034	141,620	-13.5%	-15.1%	-12.8%
Lackman	16,832	8.0%	190,453	234,042	262	64	36,164	2.1	18,617	8.8%	204,956	248,546	-9.6%	-7.1%	-5.8%
Leawood Pioneer	21,671	10.3%	224,541	274,765	262	83	38,682	1.8	25,871	12.2%	253,984	304,208	-16.2%	-11.6%	-9.7%
Oak Park	21,256	10.1%	175,381	214,401	262	81	27,091	1.3	20,335	9.6%	179,324	218,343	4.5%	-2.2%	-1.8%
Shawnee	11,813	5.6%	117,430	138,244	262	45	24,773	2.1	12,605	5.9%	125,166	145,980	-6.3%	-6.2%	-5.3%
Spring Hill	4,652	2.2%	46,519	54,578	155	30	6,967	1.5	4,181	2.0%	47,219	55,277	11.3%	-1.5%	-1.3%
Branch Total	170,891	81.4%	1,681,021	2,022,446	2,825	60	316,849	1.9	174,207	82.1%	1,757,779	2,099,204	-1.9%	-4.4%	-3.7%
<b>SYSTEM TOTAL</b>	<b>209,998</b>	<b>100.0%</b>	<b>2,075,480</b>	<b>2,479,073</b>	<b>3,125</b>	<b>67</b>	<b>396,176</b>	<b>1.9</b>	<b>212,211</b>	<b>100%</b>	<b>2,161,426</b>	<b>2,565,020</b>	<b>-1.0%</b>	<b>-4.0%</b>	<b>-3.4%</b>

	2013	2012
Average Visits per Capita for Current Month:	5.8	6.0
Average Visits per Capita for Year-to- Date:	4.8	5.1
Service Area Population:	431,000	422,500

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



**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 12, 2013**

**AGENDA ITEM:** IV.A.1. Consideration of Revisions to Patron Code of Behavior, ARM 20-10-50, to address changes in the law governing the carrying of concealed weapons into public buildings.

**ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors approve proposed revisions to ARM 20-10-50 “Patron Code of Behavior,” to address amendments made last session by the Kansas legislature to the Personal and Family Protection Act, K.S.A. 75-7c01, et seq. (concealed carry legislation).

**DISCUSSION:**

As presented in the Memorandum from Fred Logan to Members of the Library Board and Sean Casserley.

**RECOMMENDATION:**

That the Library Board of Directors approve revisions to ARM 20-10-50, “Patron Code of Behavior,” as recommended by legal counsel Fred Logan.

**PERSON(S) RESPONSIBLE:**

Sean Casserley  
Fred Logan

**LOGAN LOGAN & WATSON, L.C.**

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ALL ATTORNEYS  
ADMITTED IN KANSAS  
AND MISSOURI

**MEMORANDUM**

To: Members of the Library Board, Sean Casserley

From: Fred Logan

Re: Revisions to ARM 20-10-50, "Patron Code of Behavior," to address changes in the Personal and Family Protection Act, K.S.A. 75-7c01, et seq. (concealed carry legislation)

Date: December 5, 2013

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I am submitting to you for review and approval proposed revisions to ARM 20-10-50, "Patron Code of Behavior," to address amendments made last session by the Kansas legislature to the Personal and Family Protection Act, K.S.A. 75-7c01, et seq. (concealed carry legislation). The key amendments have been incorporated by the Revisor in K.S.A. 2013 Supp. 75-7c20.

The most significant of those changes, from the perspective of the library, authorized concealed carry license holders to carry their handguns into most public buildings, including public library buildings, unless "adequate security measures" were installed. The new legislation authorized the governing boards of public entities such as libraries to exempt those entities from the requirements of the law, until January 1, 2014, while the governing boards studied the feasibility of installing "adequate security measures" at public entrances to designated buildings. The legislation defined "adequate security measures" to mean "the use of electronic devices and personnel at public entrances to detect and restrict the carrying of any weapons into the state or municipal building, including but not limited to, metal detectors, metal detector wands or any other equipment used for similar purposes to ensure that weapons are not permitted to be carried into such building by members of the public."

As you will recall, the Board adopted a resolution that exempted the library from the provisions of the new legislation until January 1, 2014. I advised the Board at that time that the library would not be able to avail itself of an exemption after January 1 unless it installed, or was moving to install, electronic equipment and personnel at the public entrances of the facilities the library proposed to exempt. I also advised the Board that unless the Board of County Commissioners moved towards funding electronic equipment and personnel at various county buildings, the cost to the library of installing electronic equipment and personnel would be substantial, perhaps prohibitive.

The Commission has indicated that it will fund adequate security measures at a very limited number of buildings such as the courthouse and the mental health center and will not extend the funding to buildings such as the county administration building or library buildings. This decision is not surprising. The cost of installing “adequate security measures” at just one entrance of a public building has been estimated to be as much as \$800,000. It is simply cost-prohibitive to install “adequate security measures” at all of the various county facilities. The library, for example, operates nineteen buildings.

In the wake of newspaper articles one month ago that indicated that the board of the Topeka-Shawnee County Library was moving to adopt an additional four-year exemption, I decided to again analyze the legislation. Upon review, I determined that I reached the correct conclusion when I first reviewed the legislation. The legislation does provide for a “security plan” exemption: The library could adopt a four-year exemption effective January 1 if it was in a position to explicitly state that a “security plan has been developed for the building being exempted which supplies **adequate security** to the occupants of the building and merits the prohibition of the carrying of a concealed handgun. . .” Emphasis added.

I talked to Sean about this exemption and we both agreed that one would have to strain to the point of accepting a sham to make the required certification. The library has security guards at only two of its facilities, Central and Antioch. While it has surveillance cameras at its facilities, those cameras have been set up to simply provide video that might help identify people who are stealing library materials. The cameras are not continually monitored and have not been set up in a way that would allow the library to certify to the Attorney General that they provide “adequate security to the occupants of the building.”

The most significant problem, as I see it, is that the legislation defines “adequate security measures” to mean the use of electronic devices and personnel at public entrances. While the Attorney General has opined that “adequate security” and “adequate security measures” are not identical, Sean and I both believe that it is untenable for a public entity to take the position that “adequate security” is something different than “adequate security measure,” as defined in the legislation, unless the entity has a plan to install electronic devices and personnel at public entrances in the near future. There is no such plan do so at library facilities. We also learned that the board of the Topeka-Shawnee County Library is actively planning to install such devices at the public entrance of its one library building and has discussed the possibility of a mill levy increase to fund the associated cost.

I have accordingly prepared revisions to ARM 20-10-50, “Patron Code of Behavior” that will bring the Johnson County Library into compliance with the new law, effective January 1, 2014. You will find the redline or revised regulation immediately following this memorandum. You will then find a “clean” or “as revised” regulation following the redline version. I will explain the revisions in detail during “Board Counsel Report.” I wanted, however, to provide you background information in advance of your review.



**ADMINISTRATIVE REGULATIONS Document ARM 20-10-50  
Number**

Tab: Patron Services  
Section: General Patron Services  
Subject: PATRON CODE OF BEHAVIOR

**SUMMARY**

The purpose of this regulation is to describe the situations under which a patron may be asked to leave the library premises. The document also contains a Patron Code of Behavior and instructs how this Code is to be made available to the public.

**Effective Date:**

~~July 21, 2011~~ **December 12, 2013**

Review Date

December 12, 2013 ~~July, 2011~~ - Reaffirmed

**POLICY ON  
DISRUPTIVE  
PATRON**

a. A patron whose behavior is disruptive to the use of the library by other patrons may be asked to leave the library premises. A patron who refuses to leave under these circumstances is trespassing. The staff member in charge shall be responsible for handling the problem in accordance with library procedures and may seek assistance from library administration or a local law enforcement agency if needed

Repercussions

b. The County Librarian is authorized to suspend a patron's library privileges in accordance with ARM 20-10-30.

**PATRON CODE  
OF BEHAVIOR**

c. The following Patron Code of Behavior shall be posted in each facility and shall also be available as a hand-out:

Compliance

1. Failing to comply with library regulations and with instructions or requests made by library staff with respect to library regulations is strictly prohibited.

Destruction

2. Destruction, theft, or defacing of library property including tampering with technology systems or computer hardware, software, and data is strictly prohibited.

Weapons

3. The carrying of any pistol, revolver or other firearm with similar characteristics, or any weapon as defined by K.S.A. 21-4201 into a library building of any kind or

onto library property, including library parking lots, except by certified law enforcement personnel or, effective January 1, 2014, and as set forth in subsection (i) below, any licensee who has been issued a license to carry a concealed handgun under the provisions of the Personal and Family Protection Act, as amended by the 2013 Legislature, as reflected in 2013 Kansas Laws Ch. 105 (H.B. 2052), codified as K.S.A. 75-7c01, et seq., is strictly prohibited. The carrying of any weapon onto library property, including library parking lots, except by certified law enforcement personnel or by a person who is licensed to carry a concealed weapon pursuant to K.S.A. 2006 Supp. 75-7c01, et seq., is likewise strictly prohibited.—The term “weapons” includes, without limitation, firearms of all types and sizes, including handguns, whether loaded or not; air guns, BB-guns, pellet guns, and the like; simulated weapons; knives, swords, switchblades, razors, and the like – other than small pocket knives, utility knives, and the like with a blade of less than three inches in length; clubs, bludgeons, batons, bats, and the like; incendiary or explosive devices of any sort whatsoever; martial arts weapons, including num-chuks, throwing stars, and the like; and any item carried with the intent to go armed, or used to threaten or intimidate another. The term “weapons” shall not include the lawful possession of personal security devices, intended for use by members of the general public, including without limitation, pepper spray, mace, and such other personal defense sprays.

(i) Effective January 1, 2014, a licensee who has been issued a license to carry a concealed handgun under the provisions of the Personal and Family Protection Act, K.S.A. 75-7c01, et seq., as amended, may carry a concealed handgun into a library building or onto library property in accordance with that law. Any licensee who holds a license to carry a concealed handgun and who carries such a concealed handgun into a library building or onto library property, including library parking lots, shall do so in strict compliance with all applicable municipal, state and federal laws. Pursuant to K.S.A. 75-7c03, as amended, any such licensee who is in actual possession of a concealed handgun while in a library building or on library property, including library parking lots, shall carry, on his or her person, his or her valid license to carry concealed handguns. On demand of a law enforcement officer, the licensee shall display the license to carry concealed handguns and proper identification.

Unruliness

4. Dangerous or disruptive behavior is not allowed.

This may include cell phone use, talking loudly, running, or any behavior that is disruptive to patrons or staff.

- |                                      |   |
|--------------------------------------|---|
| Abusiveness                          | 5. Behavior that is abusive to library patrons and/or staff is not allowed.   |
| Language                             | 6. Abusive or obscene language is not allowed in the library.   |
| Smoking                              | 7. Use of tobacco products is not permitted in the library.   |
| Food/Drink                           | 8. Food is not permitted in public areas of the library, except in large library meeting rooms during scheduled meetings when approved in advance, or in other designated areas. Beverages are permitted in the library.  |
| Alcohol                              | 9. Alcoholic beverages are not permitted on library premises.   |
| Pets                                 | 10. Pets are not permitted in the library. Service animals are allowed.   |
| Skating                              | 11. Skating and skateboarding are prohibited in library buildings and on any library property.  |
| Parking Lot                          | 12. Participating in bicycling, motor vehicle use, or any other behavior that endangers the user/driver or library patrons or their vehicles in the library parking lot is not allowed.   |
| Use of Library Computer Workstations | 13. Using library computer workstations in an unacceptable manner, as defined herein is prohibited. Members of library staff are under no obligation to monitor library computer workstation usage and accept no responsibility for investigating the manner in which those workstations are used. When, however, a member of the library staff observes a patron using a workstation in violation of the following subsections, the patron will be deemed to be using the workstation in an unacceptable manner and will be asked to immediately terminate his or her use of the workstation:<br><br>a) Patrons shall not access or exhibit obscene material on library computer workstations. See K.S.A. 21-4301(c), as amended. Disseminating or exhibiting obscene material is a crime in the state of Kansas. K.S.A. 21-4301.<br><br>b) Patrons shall not access or display obscene material |

where the recipient of the obscene material is a child under the age of eighteen years. K.S.A. 21-4301a, as amended.

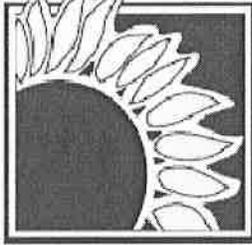
c) Patrons shall not use library computer workstations in a manner that allows them to possess a computer-generated image that contains or incorporates in any manner any film, photograph, negative, photocopy, videotape, or video laser disc in which a real child under sixteen years of age is shown or heard engaging in sexually explicit conduct with intent to arouse or satisfy the sexual desires or appeal to the prurient interest of the offender, the child or another. See K.S.A. 21-3516, as amended.

#### PROCEDURES

d. Procedures for handling incidents shall be articulated and inserted in staff manuals.

~~July 21,~~  
~~2011~~December 12,  
2013

**ARM 20-10-50 End**



**ADMINISTRATIVE REGULATIONS Document Number ARM 20-10-50**

**Tab:** Patron Services  
**Section:** General Patron Services  
**Subject:** PATRON CODE OF BEHAVIOR

**SUMMARY**

The purpose of this regulation is to describe the situations under which a patron may be asked to leave the library premises. The document also contains a Patron Code of Behavior and instructs how this Code is to be made available to the public.

**Effective Date:**

**December 12, 2013**

**Review Date**

December 12, 2013

**POLICY ON  
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PATRON**

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**Repercussions**

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**PATRON CODE  
OF BEHAVIOR**

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**Destruction**

2. Destruction, theft, or defacing of library property including tampering with technology systems or computer hardware, software, and data is strictly prohibited.

## Weapons

3. The carrying of any pistol, revolver or other firearm with similar characteristics, or any weapon as defined by K.S.A. 21-4201 into a library building of any kind or onto library property, including library parking lots, except by certified law enforcement personnel or, effective January 1, 2014, and as set forth in subsection (i) below, any licensee who has been issued a license to carry a concealed handgun under the provisions of the Personal and Family Protection Act, as amended by the 2013 Legislature, as reflected in 2013 Kansas Laws Ch. 105 (H.B. 2052), codified as K.S.A. 75-7c01, et seq., is strictly prohibited. The term "weapons" includes, without limitation, firearms of all types and sizes, including handguns, whether loaded or not; air guns, BB-guns, pellet guns, and the like; simulated weapons; knives, swords, switchblades, razors, and the like – other than small pocket knives, utility knives, and the like with a blade of less than three inches in length; clubs, bludgeons, batons, bats, and the like; incendiary or explosive devices of any sort whatsoever; martial arts weapons, including num-chuks, throwing stars, and the like; and any item carried with the intent to go armed, or used to threaten or intimidate another. The term "weapons" shall not include the lawful possession of personal security devices, intended for use by members of the general public, including without limitation, pepper spray, mace, and such other personal defense sprays.

(i) Effective January 1, 2014, a licensee who has been issued a license to carry a concealed handgun under the provisions of the Personal and Family Protection Act, K.S.A. 75-7c01, et seq., as amended, may carry a concealed handgun into a library building or onto library property in accordance with that law. Any licensee who holds a license to carry a concealed handgun and who carries such a concealed handgun into a library building or onto library property, including library parking lots, shall do so in strict compliance with all applicable municipal, state and federal laws. Pursuant to K.S.A. 75-7c03, as amended, any such

licensee who is in actual possession of a concealed handgun while in a library building or on library property, including library parking lots, shall carry, on his or her person, his or her valid license to carry concealed handguns. On demand of a law enforcement officer, the licensee shall display the license to carry concealed handguns and proper identification.

- |             |  |
|-------------|--|
| Unruliness  | 4. Dangerous or disruptive behavior is not allowed. This may include cell phone use, talking loudly, running, or any behavior that is disruptive to patrons or staff.  |
| Abusiveness | 5. Behavior that is abusive to library patrons and/or staff is not allowed.  |
| Language    | 6. Abusive or obscene language is not allowed in the library.  |
| Smoking     | 7. Use of tobacco products is not permitted in the library.  |
| Food/Drink  | 8. Food is not permitted in public areas of the library, except in large library meeting rooms during scheduled meetings when approved in advance, or in other designated areas. Beverages are permitted in the library. |
| Alcohol     | 9. Alcoholic beverages are not permitted on library premises.  |
| Pets        | 10. Pets are not permitted in the library. Service animals are allowed.  |
| Skating     | 11. Skating and skateboarding are prohibited in library buildings and on any library property.   |
| Parking Lot | 12. Participating in bicycling, motor vehicle use, or any other behavior that endangers the user/driver or library patrons or their vehicles in the library parking lot is not allowed.                                  |

Use of Library  
Computer  
Workstations

13. Using library computer workstations in an unacceptable manner, as defined herein is prohibited. Members of library staff are under no obligation to monitor library computer workstation usage and accept no responsibility for investigating the manner in which those workstations are used. When, however, a member of the library staff observes a patron using a workstation in violation of the following subsections, the patron will be deemed to be using the workstation in an unacceptable manner and will be asked to immediately terminate his or her use of the workstation:

a) Patrons shall not access or exhibit obscene material on library computer workstations. See K.S.A. 21-4301(c), as amended. Disseminating or exhibiting obscene material is a crime in the state of Kansas. K.S.A. 21-4301.

b) Patrons shall not access or display obscene material where the recipient of the obscene material is a child under the age of eighteen years. K.S.A. 21-4301a, as amended.

c) Patrons shall not use library computer workstations in a manner that allows them to possess a computer-generated image that contains or incorporates in any manner any film, photograph, negative, photocopy, videotape, or video laser disc in which a real child under sixteen years of age is shown or heard engaging in sexually explicit conduct with intent to arouse or satisfy the sexual desires or appeal to the prurient interest of the offender, the child or another. See K.S.A. 21-3516, as amended.

PROCEDURES

d. Procedures for handling incidents shall be articulated and inserted in staff manuals.

December 12,  
2013

**ARM 20-10-50 End**

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 12, 2013**

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

**ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors should renew its contract with Fred Logan of Logan Logan & Watson, L.C. for legal services in 2014, as presented.

**DISCUSSION:**

The contract with Logan Logan & Watson, L.C. for legal services as Board Counsel is being presented for renewal. Mr. Logan is beginning his thirty-fourth year as counsel to the library. Mr. Logan provides contract review and legal advice to the board which has resulted in no lawsuits of the last 33 years. Mr. Logan coordinates with the County Legal Department for items that fall under their jurisdiction such as some bidding documents or personnel issues. That relationship is strong. Mr. Logan and his firm have represented the Johnson County Library Board of Directors at a reduced rate, which remains the same for 2014. Based on the work of the past 33 years, his work has been of high quality at a reasonable rate.

**BUDGET**

The contract for 2014 is proposed at \$160 per hour. The Operating Budget for 2014 can accommodate this amount.

**RECOMMENDATION:**

That the Library Board of Directors renew the contract with Logan Logan & Watson, L.C. for legal services for 2014 at the rate of \$160.00 per hour.

**PERSON(S) RESPONSIBLE:**

Fred Logan

# LOGAN & LOGAN, L.C.

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

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

ALL ATTORNEYS  
ADMITTED IN KANSAS  
AND MISSOURI

December 12, 2013

## AGREEMENT

This letter agreement evidences the agreement by the Board of Directors of the Johnson County Library to renew its contract with Logan Logan & Watson, L.C. for legal services rendered by Fred Logan and that firm to the Board of Directors of the Johnson County Library and to the Johnson County Library. Said agreement is for legal services to be rendered during the year 2014.

Said legal services shall be rendered at the direction of the Board of Directors of the Johnson County Library or the county librarian. Fred Logan is specifically retained as counsel for the Library Board and the Johnson County Library and his services shall be compensated at an hourly rate of \$160.00.

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

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Mitra Templin  
Chair, Board of Directors  
of the Johnson County Library

**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING  
THURSDAY,  
November 14, 2013  
4:00 p.m.  
Central Resource Library**

**BOARD:** Mitra Templin, Nancy Hupp, Emmanuel Obi, Pam Robinson, Amy Amos Ruo, Neil Shortlidge, Carol Snyder

**BOARD ATTORNEY:** Not present

**BOCC:** Commissioner Osterhaus

**FRIENDS OF THE LIBRARY:** Kathy Tiemeier

**STAFF:** Marsha Bennett, Chris Carlton, Sean Casserley, Bradley Debrick, Monica Duffield, Kim Gile, Mike Heffernan, John Helling, Jennifer Mahnken, Daniel Molina, Susan Mong, Michelle Olson, Dennis Ross, Rita Rubick, Matt Sapp, Aubrey Seavey, Kari Sime, Tricia Suellentrop, Maggie Vallazza, Jeff Walker, Carolyn Weeks, Ken Werne

**GUESTS:** Cheyanne Anderson, Dan Blom Melanie Burnett, Marek Gliniecki, Svetla Panagieva, Dennis Siefers, Carredyn Steele,

Board Chairman Mitra Templin convened the meeting at 4:00 p.m.

**Citizen comments:** There were none.

**BOARD OF DIRECTORS COMMENTS**

Amy Amos Ruo enjoyed the Pinnacle awards, it was a lovely evening.

Neil Shortlidge stated that the Pinnacle Awards were the best ever Foundation event.

Carol Snyder displayed a JCL *Your Story Starts Here* flier with information about library resources. She complimented marketing staff on the flier.

Pam Robinson gave a quick report on the facilities steering committee. Ms. Robinson recently joined the committee as a representative of the board and complimented Sean Casserley on the process the committee is using. She stated it has been interesting to hear the dialogues and commonalities among committee members.

The final meeting is scheduled for Monday, with both the steering committee and administrative group. Ms. Robinson is confident that the decisions have been vetted through a good process.

Mitra Templin reported that she and Nancy Hupp joined senior staff members at the Library Journal Design Institute in St. Louis. It was an interesting experience; she thanked staff for the invitation to go.

## **FRIENDS OF THE LIBRARY**

Kathy Tiemeier reported for the Friends. The Friends held their annual meeting last Tuesday. The Big Fall book sale was a success making \$56,000.

Friends President, Dave White, thanked all the volunteers, Ron Zluticky, Volunteer Coordinator, Shanta Dickerson, Matt Delaney and Marsha Bennett for their hard work and leadership. 645 boxes of books were left over and donated to 14 distinct non-profit agencies.

Sales for the bookstores and internet sales are above set goals due to internet sales making up for a small shortfall in the bookstores.

Officers were elected at the annual meeting.

- Kathy McGinley, President
- Lindsay Mohn, Vice President
- Koji Watanabe, Treasurer
- LaVerris Steadham, Secretary

Three new board members were elected.

The 2014 budget was voted on and approved; it is similar to the 2013 budget. The budgeted possible contribution to the library for 2014 is \$106,000. In 2013 the Friends donated \$100,000 to the library.

Top Internet Items sold in October:

- IEEE Recommended Practice for Electric Power Distribution for Industrial Plants – \$174.96
- Love & Rockets Vol. 1-50 - \$200
- History of Richardson County Nebraska 1917 – \$249.95
- Viking Art Print \$89.78

56 copies of The Little Mermaid on Blue Ray were also sold for \$7 to \$10 each.

In response from questions from the Board, Ms. Tiemeier explained that the Friends sell books through EBay, Amazon and other online sources as a vendor.

Books are sorted and selected for sale online by scanning the ISBN code and determining value. Ms. Tiemeier explained all books must be scanned as value can be surprising.

The November sale is smaller than the June sale, both in stock and in profit.

Ms. Templin congratulated the Friends on their ability to donate \$100,000 to Johnson County Library, an amazing feat.

## **JOHNSON COUNTY LIBRARY FOUNDATION**

Susan Mong introduced Dennis Siefers from the PNC Foundation. The PNC Foundation has awarded a \$1500 grant to the library to support the 6by6 program. The grant will provide funding for video production for a 6by6 Ready to Read DVD.

Bradley Debrick, Early Literacy Coordinating Librarian will be leading the project. The DVDs will go to all new mothers at Shawnee Mission Medical Center.

Mr. Siefers stated that he was pleased the library is working with children ages 0-5 as the PNC Foundation places most of their emphasis on early childhood education. They help fund many early childhood programs throughout the community including the Sesame Street *One World, One Sky* program at Science City. The library was selected for the grant because JCL supports the 0 to 6 age group and we support Head Start of Shawnee Mission. The work of Shawnee Mission Head Start is also supported by PNC Foundation.

Mr. Casserley expressed his gratitude to Mr. Siefers for their support.

Mr. Siefers encouraged library staff to visit the PNC Foundation website for free programming and apps for children.

Ms. Mong thanked the commissioners who attend the Pinnacle awards. It was a successful event raising \$48,305, an increase of \$12,000 over last year.

Thursday, November 21<sup>st</sup> is the celebration and announcement of the Joan Berkley Writers Fund. Joan Berkley was a Friends board member, Foundation board member and Library Board member. Bert Berkley and family will be in attendance.

The Foundation Year-End dinner was last night. The Foundation welcomed Betty Anderson to the Board and elected officers for 2014.

Slate of officers:

- Denise Mills, President
- Jason Glasrud, President Elect
- Doris Royals, Treasurer
- Sean Casserley, Secretary

## **BOARD OF COUNTY COMMISSIONER REPORT**

Commissioner Osterhaus enjoyed the Pinnacle awards and stated that he appreciates hearing the good news of the library.

## COUNTY LIBRARIAN REPORT

Mr. Casserley acknowledged Friends President Dave White for his strong leadership during a transitional year for the library. Also, thank you to Susan Mong for the excellent work with the Foundation.

### **Strategic Plan Draft –**

Work on the new strategic plan began in January. The administrative team collectively decided to create the plan “in-house” using *Strategic Planning for Results* by Sandra Nelson as a guide.

Stakeholders were engaged and data was gathered through community leader meetings, a series of meetings to reach all staff and MindMixer, an online community engagement platform.

Over 1500 community members, 316 staff members and 26 community leaders participated in the dialogue to let us know what the library should be doing.

From these meetings 8,000 lines of data was distilled into 6 general themes and brought to Ad Team. Ad Team distilled the themes further to Education, Convenience and Community Building. Education, Convenience and Community Building are the foundation, or portfolio items, on which to build goals.

JCL’s managers developed 151 goals based on the portfolio topics. The 151 goals were further refined to 31 goals. A sub-committee of managers further distilled the 31 goals to 8.

### **Portfolio area: Education**

Goal 1: Library staff will exemplify the brand promise in their interactions with people.

Goal 2: People will achieve higher levels of personal success through digital literacy.

Goal 3: People with specific educational or informational needs will be supported by the Library.

### **Portfolio area: Community Building**

Goal 4: People will connect and interact because of Library partnerships and collaborations.

Goal 5: People will experience a welcoming library environment that meets their needs.

### **Portfolio area: Convenience**

Goal 6: People will find Library staff, materials, and services convenient and easy to access.

Goal 7: Library staff will engage in a workforce that is collaborative, connected, efficient, and effective.

Goal 8: People will experience library services and resources through the innovative use of technology.

The next steps will be to develop tactics and then to connect the strategic plan to the budget using a balanced scorecard approach.

Mr. Casserley asked the Board if the plan and the process used to develop the plan fully meets their expectations.

Ms. Templin responded that the work of the plan represents an excellent job by the staff; she was impressed by the number of the groups asked to give input in the plan. The strategic plan is in line with the mission of the library to provide access to ideas, information, experiences and materials that support and enrich people's lives.

Mr. Casserley stated that he would like the Board to approve the plan at the December Board meeting.

Ms. Hupp commented that she found it helpful to hear Mr. Casserley's description of the intent behind the goals, and agrees that they are on target.

Ms. Templin instructed Board members to review the plan thoroughly and contact Mr. Casserley with any questions or feedback prior to the next Board meeting.

In response to questions from Mr. Shortlidge, Mr. Casserley stated that over 25 community leaders were engaged at the two community leader meetings. Also, Mr. Casserley and Ms. Suellentrop met with representatives of the Johnson County NAACP and the Mexican Consulate in Kansas City in an effort to reach out to groups that were not as strongly represented in the meetings.

Mr. Obi commended Mr. Casserley and staff for undertaking the strenuous exercise of reducing 150 goals to 8.

In response to a question from Ms. Robinson, Mr. Casserley stated that the newly developed strategic plan is not a huge shift in focus from where the library has been. The new plan does strategically reposition the library around the approach to digital literacy. The dramatic difference in this plan was the process in engaging every staff member.

Staff is at the core of the strategic plan and training and growth plans for all staff will be part of moving forward.

### **SFMP Update-**

In January, Ms. Templin and Mr. Casserley met with Chairman Eilert and Commissioner Osterhaus who asked them to update the Johnson County Library Strategic Facilities Master Plan (SFMP).

The process began by re-assessing the assumptions made in the 2009 plan that primarily called for updating current library facilities.

At the July Board Retreat a Facilitator and Library Futurist began to guide the library administrative team and Board through updating the plan by looking at a variety of factors including population growth and density in Johnson County, how people travel within the county, population groups, convenience and libraries as destinations. The new plan will address access, fairness, efficiency, relationships and results.

In an effort to meet with stakeholders, Johnson County Library invited the mayors of townships within Johnson County, School Superintendents, Board of County Commissioners, the County Managers Office and County Agency and Department heads to a large meeting on the topic of what a future library system might look like.

From the Board Retreat and meeting with stakeholders the idea of a two-type library system began to emerge. A destination library with full services and programming and convenient libraries that could have meeting space and possibly 24-hour automated services.

Two teams began to work on developing the updated SFMP, an outside steering committee made-up of County department directors and a JCL Board member, as well as a team internal to the library.

The teams have worked on attributes for each type of library and the criteria for where the libraries should be placed. Referencing maps that identify attributes in the county to guide the placement areas, they will be placing circles on the map to show preferential locations.

In a final meeting the two groups will be brought together to collaborate on the ideal placement of facilities.

Ms. Templin thanked Mr. Casserley for the thorough description of the process and encouraged board members to reach out to Ms. Robinson if they have any ideas or feedback for the committees.

Mr. Casserley stated that this will be only a recommendation to the Board, if the Board does not agree, the plan will be reworked.

Ms. Hupp noted that in Joplin, MO they are building a combined library and movie theater and stated it is important to be open to new possibilities.

The Board inquired about the new county logo. Commissioner Osterhaus described the new Sunflower logo and stated that the County is currently rebranding. Nancy Mays, Director of Public Affairs and Communications, is creating a bridge logo for the library.

## **CONSENT AGENDA**

**MOTION:** Nancy Hupp

**SECONDED:** Neil Shortlidge **MOTION CARRIED UNANIMOUSLY**

**MOTION:** Nancy Hupp moved to recess into executive session to discuss a personnel matter pertaining to the performance of a Johnson County Library Employee for no more than 30 minutes. The Board will reconvene with the open meeting at 5:35 p.m.

**SECONDED:** Pam Robinson **MOTION CARRIED UNANIMOUSLY**

The Board returned to regular session at 5:35 p.m.

**ADJOURNMENT**

**MOTION:** Neil Shortlidge    **SECONDED:** Mitra Templin

**MOTION CARRIED UNANIMOUSLY**

The meeting adjourned at 5:36 p.m.

DATE \_\_\_\_\_

SECRETARY \_\_\_\_\_  
Neil Shortlidge

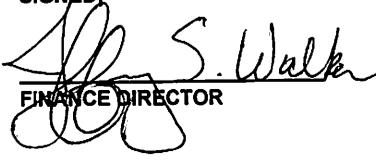
CHAIRMAN \_\_\_\_\_  
Mitra Templin

SIGNED \_\_\_\_\_  
Sean Casserley, County Librarian

JOHNSON COUNTY LIBRARY

SUMMARY OF NEW AND/OR  
RENEWED CONTRACTS  
October 2013

VENDOR	DESCRIPTION	AMOUNT
State Library	\$5,250 given to JCL for Check Up and Check Out program	\$ 5,250.00
	Total	<u>\$ 5,250.00</u>

SIGNED:  
  
FINANCE DIRECTOR

**JOHNSON COUNTY LIBRARY**

**SUMMARY OF CHANGE ORDERS FOR CONSTRUCTION PROJECTS**  
10/01/13

<b>CONTRACTOR</b>	<b>PROJECT/C.O. #</b>	<b>AMOUNT</b>	<b>ORIGINAL CONTRACT</b>	<b>TOTAL CONTRACT</b>
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\_\_\_\_\_  
**FINANCE DIRECTOR**

**JOHNSON COUNTY LIBRARY  
GIFT FUND  
TREASURER'S REPORT**  
Period: OCT-2013

		Receipts	Payments	Balance
	<b>Opening cash balance</b>			<b>\$207,479.53</b>
	Add Receipts	\$52.86		
	Less Payments		\$1,000.00	
	<b>Ending Cash balance</b>			<b>\$206,532.39</b>
	Less Liabilities		\$45,000.00	
	<b>Unobligated cash balance</b>			<b>\$161,532.39</b>

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

TREASURER: \_\_\_\_\_

**JOHNSON COUNTY LIBRARY**

**SUMMARY OF GIFT FUND RECEIPTS**

01-Octoberber-2013 To 31-October-2013

Donor	Description	Comments	Amount
		<b>Total</b>	

SIGNED:

  
\_\_\_\_\_  
FINANCE DIRECTOR

JOHNSON COUNTY LIBRARY

SUMMARY OF GIFT FUND PAYMENTS  
October, 2013

VENDOR	DESCRIPTION	AMOUNT
K.C.Business Journal	Annual DigitalSubscription	\$ 500.00
Baker & Taylor	Book Purchases	\$ 6,583.73
Baker & Taylor	AV Purchases	\$ 607.95
Baker & Taylor	AV Purchases	\$ 310.41
Baker & Taylor	AV Purchases	\$ 31.39
Infobase Learning	Digital Video on Demand Subs.	\$ 23,265.84
Cengage Learning	Hosted Learning Subscription	\$ 600.00
Cengage Learning	AV Purchases	\$ 40.49
Midwest Tape	AV Purchases	\$ 114.39
	TOTAL	<u>\$ 32,054.20</u>

SIGNED:

  
ADMINISTRATIVE MANAGER



# JOHNSON COUNTY LIBRARY REVENUE REPORT

October 2013

83% of Year Lapsed

REVENUE ALL FUNDS AS OF 10/31/13	2013 Year to Date	2013 Budget	% Budget Year to Date	% Received Last Year
Ad Valorem	\$19,409,786.22	\$19,276,854	101%	100%
Ad Valorem Delinquent	\$318,757.70	\$416,911	76%	132%
Motor Vehicle	\$2,048,447.65	\$2,004,318	102%	103%
Library Generated - Copying/Printing	\$78,768.45	\$85,000	93%	89%
Library Generated - Overdues / Fees	\$556,070.86	\$750,000	74%	69%
Sale of Library Books	\$50,000.00	\$50,000	100%	100%
Misc Other	\$12,685.65	\$25,890	49%	48%
Library Generated - Other Charges	\$349,908.72	\$271,500	129%	37%
Investment	\$39,568.12	\$79,673	50%	39%
Unencumbered Balance Forward	\$0.00	\$405,978	0%	233%
Recreational Vehicle Tax	\$6,558.29	\$8,754	75%	71%
Heavy Trucks Tax	\$9,150.22	\$8,695	105%	106%
Rental Excise Tax	\$25,182.22	\$22,200	113%	108%
State and Federal Grants	\$172,882.00	\$230,000	75%	94%
Transfers	\$0.00	\$0	0%	0%
<b>TOTAL REVENUE</b>	<b>\$23,077,766.10</b>	<b>\$23,635,773</b>	<b>98%</b>	<b>106%</b>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category**  
**10/31/2013**  
**83% of Year Lapsed**

**OPERATING FUND**

<b>Programs</b>	<b>2013 Year to Date</b>	<b>2013 Budget</b>	<b>% Program Expended</b>	<b>% Expended Last Year</b>
Collection Development	\$2,620,347	\$3,222,372	81%	76%
Administrative Services	\$1,588,633	\$2,131,640	75%	75%
Branch Services	\$3,102,264	\$3,705,665	84%	82%
Technical Services	\$552,931	\$808,812	68%	74%
Systemwide Services	\$2,374,764	\$2,970,642	80%	71%
Central	\$3,080,900	\$3,956,189	78%	77%
Facilities	\$2,028,852	\$1,639,012	124%	73%
Information Technology	\$1,655,666	\$2,021,685	82%	78%
Risk Management Charges	\$71,299	\$95,065	75%	75%
Library General Tax Increment	\$0	\$124,178	0%	0%
Grants *	\$179,472	\$230,000	78%	84%
Transfer to Capital Projects	\$0	\$411,250	0%	100%
Interfund Transfers	\$0	\$0	0%	0%

<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b>\$17,255,128</b>	<b>\$21,316,510</b>	<b>81%</b>	<b>76%</b>
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\* Includes expenditures for 2013 calendar year only. The life of the grant may cover more than one year.

**SPECIAL USE FUND**

	<b>\$2,013 Year to Date</b>	<b>2013 Budget</b>	<b>% Budget Expended</b>	<b>% Expended Last Year</b>
Contractual Services (General Maintenance)	\$21,613	\$16,304	133%	0%
Commodities (Capital Equipment)	\$100,756	\$192,564	52%	57%
Transfer to Debt Payment	\$1,510,417	\$1,535,582	98%	100%
Transfer to Capital Projects	\$140,000	\$140,000	100%	100%
PBC Debt Payment (Library Building Tax Increment)	\$435,813	\$434,813	100%	0%

<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>	<b>\$2,208,598</b>	<b>\$2,319,263</b>	<b>95%</b>	<b>95%</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$19,463,726</b>	<b>\$23,635,773</b>	<b>82%</b>	<b>78%</b>
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**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**October 2013**  
**83% of Year Lapsed**

**ALL FUNDS**

**(OPERATING & SPECIAL USE)**

<b>Categories</b>	<b>2013 Year to Date</b>	<b>2013 Budget</b>	<b>% Categories Expended</b>	<b>% Expended Last Year</b>
Salaries and Benefits	\$10,788,046	\$13,868,681	78%	77%
Contractual Services	\$3,067,778	\$2,748,145	112%	85%
Supplies	\$2,727,979	\$3,847,083	71%	64%
Capital - Operating	\$9,304	\$8,412	111%	97%
Risk Management Charges	\$71,299	\$95,065	75%	75%
Library General Tax Increment	\$0	\$124,178	0%	0%
Capital / Maintenance / Repair	\$122,369	\$192,564	64%	57%
Transfer to Debt Payment	\$1,921,667	\$1,535,582	125%	100%
Transfer to Capital Projects	\$140,000	\$551,250	25%	100%
Library Building Tax Increment	\$435,813	\$434,813	100%	0%
Grants	\$179,472	\$230,000	78%	84%

<b>TOTAL EXPENDITURES</b>	<b>\$19,463,726</b>	<b>\$23,635,773</b>	<b>82%</b>	<b>78%</b>
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**JOHNSON COUNTY LIBRARY**

**GRANTS MONTHLY REPORT**

<b>GRANTS*</b>						
<b>Expenditures through 10/31/13</b>	<b>Source</b>	<b>Received</b>	<b>Expend By</b>	<b>Expenditures</b>	<b>Grant Award</b>	
6X6 Activity Kits	State	Sep-12	Dec-13	\$710.10	\$5,000.00	
2011 Alcohol Tax Fund	Local	Jan-11	Mar-12	\$8,738.58	\$9,500.00	
2012 Alcohol Tax Fund	Local	Jan-12	Mar-13	\$0.00	\$8,000.00	
<b>TOTAL</b>				<b>\$9,448.68</b>	<b>\$22,500.00</b>	

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

## Deferred Maintenance Account

REVENUE	TO DATE	BUDGET
2008 Operating Fund Transfer	\$520,000	\$520,000
2010 Special Use Fund Transfer	\$551,250	\$551,250
<b>Total Revenue</b>	<b>\$1,071,250</b>	<b>\$1,071,250</b>
		<b>BUDGET</b>
<b>EXPENDITURES</b>	<b>TO DATE</b>	<b>REMAINING</b>
Antioch Chiller	\$11,371.56	
Antioch Security System Upgrade	\$31,058.60	
Antioch Interior Renovations	\$8,263.42	
Antioch-Carpet	\$5,400.00	
Blue Valley HVAC Consulting	\$4,510.00	
Blue Valley Return Fan Project	\$5,980.66	
Blue Valley Carpet Repair	\$2,100.00	
Blue Valley Circulation Area Renovation	\$6,516.21	
Blue Valley Sorter Wall	\$4,450.00	
Blue Valley Security Camera Upgrade	\$15,488.04	
Cedar Roe Security System Upgrade	\$8,517.32	
Corinth Door Replacement	\$4,601.75	
Corinth Framing Project	\$9,000.00	
Corinth Card Entry Addition	\$1,488.00	
Corinth Wireless Intrusion System/Cameras	\$5,010.80	
Corinth Sidewalk Replacement	\$9,195.00	
Corinth Fire System Installation	\$25,125.00	
Corinth Upgraded Controls System	\$13,832.30	
Corinth Trash Receptacle Enclosure	\$10,950.00	
Corinth Retaining Wall	\$3,450.00	
Corinth Condensing Unit	\$27,709.14	
Corinth Asphalt Patching	\$10,000.00	
Corinth Generator Replacement	\$17,000.00	
CRL Sidewalk Replacement	\$13,650.00	
CRL Sign Refurbishment	\$2,771.61	
CRL Front Entrance - Architectural	\$14,780.30	
CRL Front Entrance Remodel	\$214,428.20	
CRL Roof Repair	\$204.34	
CRL - Youth Services Carpet Replacement	\$57,533.00	
CRL - Circulation Area Renovations	\$1,850.00	
CRL - Renovations	\$19,562.50	
CRL Security Upgrade	\$23,743.66	
Cedar Roe - City Commercial Permit	\$80.50	
Gardner Security System Improvements	\$11,296.32	
Desoto Security System Improvements	\$1,998.00	
Lackman Exterior Lights & Drive Repair	\$10,009.00	
Lackman Door Repair	\$5,905.00	
Lackman Security System Upgrade	\$26,381.56	
Leawood Repair & Paint	\$2,429.04	
Spring Hill Sidewalk Repairs	\$12,405.00	
Spring Hill Security System Improvements	\$1,998.00	
Spring Hill furnishings	\$5,253.89	
SSB-Card Entry System	\$3,488.80	
Furniture Replacement	\$136,843.30	
Oak Park HVAC - Engineering	\$29,488.55	
Oak Park HVAC Upgrade	\$146,830.00	
Oak Park Security System Upgrade	\$24,189.00	
Oak Park Entrance Walls	\$2,900.00	
Self-Check Machine Cabinet	\$12,272.82	
Shawnee Wall Construction& Book Drop	\$12,934.00	
Shawnee Security Camera Upgrade	\$3,184.00	
Shawnee Interior-Exterior Door Controls	\$11,977.00	
Miscellaneous Equipment	\$17,649.96	
<b>TOTAL EXPENDITURES</b>	<b>\$1,069,055.15</b>	<b>\$2,194.85</b>

**Monticello Land Acquisition**

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

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

## JOHNSON COUNTY LIBRARY

## EXPENDITURE REPORT

OCTOBER 2013

## Scheduled Replacement Account

REVENUE	TO DATE	BUDGET
2011 Operating Fund Transfer	\$360,175	\$360,175
2012 Operating/SU Fund Transfer	\$642,934	\$642,934
2013 Operating/SU Fund Transfer	\$551,250	\$551,250
<b>Total Revenue</b>	<b>\$1,554,359</b>	<b>\$1,554,359</b>
EXPENDITURES	TO DATE	REMAINING
<b>Prior Years Total</b>	<b>\$890,326.51</b>	<b>\$112,782.49</b>
<b>2013 Expenditures</b>		
CRL Repairs and Painting	\$68,832.50	
Architectural Services - Monticello Vending	\$4,153.81	
Architectural Services - CRL	\$16,256.25	
Security Improvements DE	\$3,198.00	
Security Improvements ED	\$3,198.00	
Security Improvements SH	\$3,198.00	
Furnishings-Book Cases	\$8,051.31	
Remodel BV	\$15,605.50	
Carpet COR	\$4,214.00	
CRL- Upgrade	\$98,783.00	
CO Renovation & Furnishings	\$5,271.95	
SE-Remove/Replace Sidewalk	\$5,875.00	
SSB Carpeting & Furnishings	\$1,839.85	
CR Paving & Electrical	\$39,400.00	
LE Upgrades	\$1,586.50	
GA Landscape & Improvements	\$5,976.26	
LA-Chairs & Flooring	\$7,328.16	
OP Furnishings	\$14,651.03	
<b>Sub-Total 2013 Expenditures</b>	<b>\$307,419.12</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$1,197,745.63</b>	<b>\$356,613.37</b>

## Expenditure of Friends of the JCL Donations 2013

### October 2013 Report

<i>Expenditure Details</i>	<i>Payee</i>	<i>OCTOBER</i>	<i>OCTOBER YTD</i>
Volunteer Recognition		0.00	3,160.00
Advertising/Promotion		0.00	4,618.60
Collection Materials		0.00	7,000.00
Professional Development/Staff Recognition		657.80	12,778.09
Technology/Recruitment Consulting & Expenses		0.00	0.00
Card Services		2,217.02	11,006.16
Homework Help and Tudor.com		24,046.24	24,046.24
Summer Reading Club/Elementia		0.00	9,859.57
Other Library Programming		1,602.02	8,682.35
MidAmerica Regional Council		0.00	3,000.00
Miscellaneous		0.00	4,249.98
<b>Total Expenditures</b>		<b>\$ 28,523.08</b>	<b>\$ 88,400.99</b>

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 12, 2013**

**AGENDA ITEM:** VII.A. Consideration of Proposed Strategic Plan

**ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors should approve the proposed Johnson County Library Strategic Plan for 2014-2019.

**DISCUSSION:**

County Librarian Sean Casserley will present the proposed Strategic Plan for approval.

**RECOMMENDATION:**

That the Library Board of Directors approve the strategic plan.

**PERSON(S) RESPONSIBLE:**

Sean Casserley



Johnson County  
**Library**

**JCL Strategic Plan  
Summary**

# Table of Contents

Executive Summary..... 1

Background..... 2

Key Decision Points..... 3

Results..... 4

Next Steps and Works Cited..... 5

## Executive Summary

For the last ten months, the Johnson County Library has been rewriting its Strategic Plan. We've listened to the community, we've listened to the staff, and we've listened to the library board. These groups have provided us insight that will help us to ensure our resources are utilized effectively and appropriately.

This process, as you may expect, has been lengthy and thorough. It has involved undertaking large, "broad stroke" initiatives like community meetings and staff input sessions, and it has involved small, targeted committees tasked with accomplishing specific portions of the work, like data condensing or goal writing.

This document will provide a brief history of this process from its inception to its current state, and will provide detail regarding how key decisions were made and how the process was carried out by library staff. It will also provide a detailed summation of the last few stages of the planning process, which were the production and compilation of specific goals for the library to work towards over the next five years. Finally, it will provide an overview of the next steps that the library will take to finalize the work we've done so far and turn it into a living, breathing plan.

## Background

- 1. Initial planning phases, January 2013** – Ad Team decided on the structure of the strategic planning process by utilizing *Strategic Planning for Results*.
- 2. Community Meetings, April 10 and May 8, 2013** – Specific, representative members of the community were invited to weigh in on their priorities in two meetings facilitated by Jari Holland Buck. This built on the work of the Citizens Visioning Committee.
- 3. MindMixer feedback, April 2013 and ongoing**– A website called MindMixer was set up to capture suggestions from the general public. Participants could either respond to prompts or suggest their own ideas for what the library needs.
- 4. Staff meetings, May 2013** – Members of the library’s Administrative Team held a series of meetings for library staff to offer input. All staff members were invited, and two meetings were scheduled for non-business hours so that all staff, regardless of shift scheduling, could attend.
- 5. Data condensing, May/June 2013** – The input from the community meetings, the staff meetings, and MindMixer was condensed into digestible trends for the library’s Administrative Team. Based on these trends, the Administrative Team began to formulate responses.
- 6. Selection of the Portfolio of Services, June 17, 2013** – After viewing the data trends, the Administrative Team selected the areas of Education, Community Building, and Convenience as the three focal points of the Strategic Plan, which are referred to as our Portfolio of Services.
- 7. Library “All Managers” group goal writing, August 2013** – With the Portfolio of Services in hand, the “All Managers” group, consisting of every manager in the library, began to brainstorm goals to use as milestones. This process generated several dozen goals.
- 8. Ad Team created “goal clusters” at Westport library, 9/23/13** – From the dozens of goals generated by the All Managers group, the Administrative Team searched for common trends and themes that could be grouped to eliminate redundancy. This produced 31 “goal groups.”
- 9. “All Managers” formed small groups to distill the “goal groups” into broader goals, September 26, 2013** – The Administrative Team handed the “goal groups” back to the All Managers group, who then summarized the “goal groups” into broad, overarching goals. This produced 31 goals.
- 10. A Goal Compilation committee condensed the 31 goals into eight, October 2013** – A subcommittee of the All Managers group was tasked with further condensing the 31 goals into a more manageable number. This produced eight final goals, which were then edited for consistency of language and shared back with All Managers.

## Key Decision Points

There were several key decision points that gave shape the strategic planning process. They are detailed below to give insight into the reasoning behind these decisions.

**The strategic planning process would be as “grassroots” as possible.** It was decided very early in the process that the process needed to gather input from all levels, not just managers, administrators, or department heads. People who were on the front lines of public service needed a chance to participate, as did the people who were the targets of library services. If we failed to gather ideas from these groups, then the entire strategic planning process would have been largely guesswork. For more accurate feedback, and to create a sense of engagement with all constituencies, the strategic plan had to be built from the ground up.

**The input of three key groups would be gathered: the community, the library board, and the staff.** After the decision was made to carry out a grassroots process, it had to be decided who the grassroots really were. We decided that we need to talk to the community that we serve, the library staff who works so hard to provide service the community, and the library board who govern and oversee the services that we provide. Our strategic planning process had to include mechanisms that gathered the ideas of these specific groups; if we left any of these groups out, vital voices would not be included in the discussion. Each of these groups has a unique perspective on the library that the other groups do not necessarily have access to, and so the balancing of these perspectives provides a truly holistic view of the library and the people it services.

**The process would be as “in-house” as possible, with minimal use of external consultants.** It was decided that completing the work without the use of external consultants would create a larger amount of staff buy-in. We wanted staff to know that Ad Team was truly engaged in the processes and had not assigned this important work to someone else, with the hopes that their increased engagement would lead to an increased amount of personal investment in the finished product. Additionally, while a consultant could bring an understanding of process to the table, they would never be able to match the deep knowledge that library staff has of our community.

**The strategic plan would be democratic, with administrators empowering staff to take a leading role in its creation.** After input was gathered, someone would need to actually synthesize all the information and turn it into achievable goals for the library. By making use of the collective intelligence of our entire managerial staff (as opposed to just the Administrative Team), the process would take advantage of the strengths of as many people as possible.

# Results

At a result of the process detailed above, we have eight goals within our three portfolio areas that will guide our work for the next five years.

The goals, listed within their portfolio areas, are below in no particular order:

## Portfolio area: **Education**

- Goal 1: Library staff will exemplify the brand promise in their interactions with people.
- Goal 2: People will achieve higher levels of personal success through digital literacy.
- Goal 3: People with specific educational or informational needs will be supported by the Library.

## Portfolio area: **Community Building**

- Goal 4: People will connect and interact because of Library partnerships and collaborations.
- Goal 5: People will experience a welcoming library environment that meets their needs.

## Portfolio area: **Convenience**

- Goal 6: People will find Library staff, materials, and services convenient and easy to access.
- Goal 7: Library staff will engage in a workforce that is collaborative, connected, efficient, and effective.
- Goal 8: People will experience library services and resources through the innovative use of technology.

## Next Steps

Now that we have identified created our Portfolio of Services, which are the broad areas of focus for the library, and our goals, which will give us measurable, achievable ways to work towards our Portfolio items, we will (with the library board's approval) move forward with the creation of tactics.

Tactics are the nitty-gritty of the Strategic Plan. They are the actual methods we will use to achieve our goals. As such, they will inform the work plans of all library staff members. Literally, they will determine how staff members spend their days, and will ensure that our day-to-day activity is focused on achieving the initiatives put forth in the Strategic Plan. In this way, we will have taken the direct input of our community, our board, and our staff and turned it into meaningful work that will ensure the Johnson County Library remains a valued, relevant institution.

When the formulation of tactics is complete, the Administrative Team of the library will be able to use the tactics as guidelines when creating the library's annual budget. We will use the Balanced Scorecard Method to achieve this. In other words, the tax dollars that we collect will be allocated based on the priorities identified in the strategic plan, which come directly from the community we serve.

## Works Cited

Nelson, Sandra. *Strategic Planning for Results*. Chicago: American Library Association, 2008. Print.

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 12, 2013**

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

**ISSUE FOR BOARD DETERMINATION:**

Whether to renew the proposed revised interlocal cooperation agreement with Olathe Public Library for automation, remote databases and e-content, and the provision of public computer control and reservation services for 2014.

**DISCUSSION:**

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

The following revisions to the renewal agreement represent a fair and equitable approach based on type of service and costs to maintain that service. Respective costs for the Johnson County Library and the Olathe Public Library are determined by either Olathe's 23% population total or time/cost studies, as appropriate.

**SIRSI costs**

Includes SIRSI related costs such as enhanced content, subscription fees, but does **not** include Johnson County Library staff time to implement the SIRSI system.

SIRSI Symphony (Integrated Library System)	\$126,592.34
Yearly maintenance and service agreement with SIRSIDynex for Symphony ILS software.	
Oracle	\$4,503.32
Yearly maintenance and service agreement with Oracle of America for support and updates of Oracle database system that houses Symphony ILS.	
Total	\$131,095.66
Total cost to Olathe Public Library (Total X 23%)	\$30,152.00

**Hardware costs**

Includes hardware/non SIRSI software costs and maintenance

Cost to Olathe Public Library – 23% of total costs

Symphony (Integrated Library System) Server	\$6,624.00	
Yearly maintenance agreement with vendor for extended warranty of SIRSI server hardware.		
Uninterruptable Power Supply	\$2,125.00	
Yearly maintenance service and warranty on battery backup system used by SIRSI servers.		
Total	\$8,749	
Total cost to Olathe Public Library (Total X 23%)		\$2,012.27

**Database/E-content**

Cost to Olathe Public Library -- 23% of yearly costs

To abide by contractual licensing agreements for database and e-content, the Johnson County Library and the Olathe Public Library must come to consensus in the selection of all e-content. The Collections Manager and the E-content Selector will work closely with the Olathe Public Library’s selectors to ensure that all e-content is selected and negotiated in common.

In the event of severance of the interlocal agreement with the Johnson County Library, 23% of mutual e-book content remains the property of the Olathe Public Library. The specific titles retained will be determined by the Olathe Public Library.

Content enhancements (upgrade costs)	\$25,758.55	
Electronic databases	\$410,000.00	
E Book/E Audiobooks content	\$505,000.00	
Total:	\$940,758.55*	
Cost to Olathe Public Library (Total X 23%)		\$216,374.46

\* Estimated based on current subscription rates. Actual revenue will be based on subscriptions as of August 1, 2014.

**Staff fees**

Two staff members, the Integrated Library Systems Coordinator and the E-content Selector, spend significant portions of their time supporting defined mutual Olathe Public Library/Johnson County Library projects.

Cost to Olathe Public Library –

- 23% of Integrated Library System Coordinator’s compensation
- 23% of .5FTE of E-content Selector’s compensation

Integrated Library System Coordinator	\$22,582.30	
Maintenance and Operation of the SIRSIDynex Symphony ILS software, database and related hardware. Integration of third party products. Development of custom reports and applications		

E-content Administration	\$6,385.00
Negotiation of contracts for e-content on behalf of Johnson County Library and Olathe Public Library.	
 Total Cost to Olathe Public Library	 \$28,967.30

**Administrative support**

Estimated average costs of Johnson County Library staff dedicated to Olathe Public Library-only projects and complications. These are costs above and beyond mutually defined projects. They involve distinct and unique customizations which vary depending degree of difficulty in resolving.

Total Cost to Olathe Public Library	\$0
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**Couriers**

The Olathe Public Library provides courier service between the two Olathe Public Libraries and the Central Resource Library to allow for the sharing of materials for library customers. The service is provided Monday through Saturday.

Total Courier Costs: \$21,871.20 X 77% = approximately \$17,000

Total Cost to the Johnson County Library	\$17,000
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Grand Total Cost to Olathe Public Library	\$260,506.03
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**REVIEW BY BOARD COUNSEL:**

The document has been reviewed by Board Counsel.

**RECOMMENDATION:**

That the Library Board approve the proposed renewal memorandum to interlocal cooperation agreement between the Olathe Public Library to provide the Olathe Public Library with automation services, remote database access, a computer control and reservation system, and Web catalog interface from January 1, 2014 through December 31, 2014 in the estimated amount of \$61,131.57 plus \$216,374.46 (23%) of the cost of the remote database access services minus \$17,000 for the cost of courier service between the two libraries for a grand total of \$260,506.03.. If Olathe opts in for new products and services not covered in this agreement, JCL will bill accordingly.

**PERSON(S) RESPONSIBLE:**

Sean Casserley  
Carolyn Weeks

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

This Renewal Memorandum (the "Renewal" hereinafter) is made this ~~13<sup>th</sup>~~ 12<sup>th</sup> day of December ~~2012~~ 2013, by and between the Board of Directors of the Johnson County Library ("JCL" hereinafter) and the Board of Directors of the Olathe Public Library ("OPL" hereinafter) to amend the Interlocal Cooperation Agreement between the parties on the sharing of automated services (the "Agreement" hereinafter).

The parties agree as follows:

1. Memorandum of Renewal. On May 17, 1989, the parties entered into the Agreement and have renewed it on an annual basis since that date. The Agreement has been amended and supplemented several times. The Agreement, as amended and supplemented, has worked well for the parties, is of substantial benefit to the patrons of both institutions, and the parties accordingly renew said Agreement, as amended and supplemented, under the existing terms, pursuant to paragraph II.2, for the period of January 1, ~~2013~~ 2014 through December 31, ~~2013~~ 2014 with Sections 10 and 10A as set forth below.
  
2. Amended Section 10 of the Agreement. Section 10 of the Agreement, as amended, reads as follows:
  10. ACCESS TO INFORMATION IN BIBLIOGRAPHIC AND CIRCULATION DATA BASE: SERVICE FEES.
    - A. Access to Information. JCL and OPL agree that, subject to paragraph 11, full access shall be allowed to information stored in the JCL automated system relating to books and library materials at both libraries and relating to the holdings, availability and circulation status of such books and library materials. The parties agree to use the JCL automated system to permit patrons of one library system to "reserve" an item in the other library's collections. Staff from OPL and JCL has developed procedures for the delivery of such material.
  
    - B. Internet Access Service. JCL and OPL agree that JCL no longer provides OPL with Internet Access Service and that no fee is accordingly charged for that service.
  
    - C. Service Fees. The parties agree that OPL will pay to JCL a service fee in the amount of ~~\$28,018-~~ \$30,152.11 automation software costs, \$2,012 automation hardware costs and a computer control and

reservation system, ~~\$21,714~~ \$22,582.30 for 23% of Integrated Library System Coordinator services, ~~\$13,000~~ \$0 for OPL customized service costs, ~~\$8,702~~ \$6,385.00 for 23% of .5FTE for E-content Selector negotiation services, plus 23% additional costs for database subscriptions for the period of January 1, ~~2013~~ 2014 through December 31, ~~2013~~ 2014. (Estimated at ~~\$170,104~~ \$216,374.46 ) If additional services are added throughout the year, additional service fees will be assessed at the 23% rate. The parties agree that JCL will pay OPL a service fee in the amount of \$17,000 for 77% of Monday through Saturday courier service between OPL and JCL.

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

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

- A. Each library shall be financially responsible for its share of the cost of leasing or purchasing such data bases and e-content as follows:
1. OPL will be responsible for 23% of the total cost in ~~2013~~ 2014 plus additional costs associated with OPL being made a party to any applicable leases.
  2. JCL will be responsible for 77% of the total cost of leasing or purchasing such databases in ~~2013~~ 2014.
- B. JCL shall provide OPL with the following services at no additional cost JCL staff shall provide the necessary equipment and software to perform use authentication; and JCL staff shall provide support desk services relating to remote data base and e-content access. OPL will pay ~~\$8,702~~ \$6,385.00 for 23% of .5FTE for E-content Selector to negotiate data base and e-content contracts on behalf of JCL and OPL.
- C. OPL shall appoint a representative to assist in the selection and licensing of databases leased or purchased for remote use pursuant to the terms of this Agreement.

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

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

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

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

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

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

1. OPL will be responsible for 23% of the total cost in ~~2014~~2012, plus additional costs associated with OPL being made a party to any applicable leases.
2. JCL will be responsible for 77% of the total cost of leasing or purchasing such an interface.

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

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

COURIERS JCL shall pay \$17,000 for 77% of Monday through Saturday courier service between OPL and JCL.

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

BOARD OF DIRECTORS OF THE  
OLATHE PUBLIC LIBRARY

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

BOARD OF DIRECTORS OF THE  
JOHNSON COUNTY LIBRARY

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

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 12, 2013**

**AGENDA ITEM:** VII. C. Consideration of Proposed Renewal of the Agreement with Johnson County Community College (JCCC) for Johnson County Adult Education

**ISSUE FOR BOARD DETERMINATION:**

Whether to approve the renewal of the agreement with JCCC for JCL co-sponsorship of Johnson County Adult Education in 2014.

**DISCUSSION:**

JCCC operates Johnson County Adult Education (formerly Project Finish) programs in three JCL facilities: Antioch, Oak Park, and Gardner libraries. JCL agrees to pursue appropriate grants that support or improve the existing program and to provide facilities and other services noted in the agreement, as appropriate.

Johnson County Adult Education program operates smoothly, and there continues to be a steady demand for this service. Sessions regularly fill to capacity.

There are no proposed changes to this agreement.

**REVIEW BY BOARD COUNSEL:**

The document has been reviewed by Board Counsel.

**RECOMMENDATION:**

That the Board approve the proposed renewal of the agreement with JCCC for JCL support and involvement in Johnson County Adult Education in 2014, as presented.

**PERSONS RESPONSIBLE:**

Sean Casserley  
John Helling

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

THIS AGREEMENT is made and entered into for the year 2014 by and between the JOHNSON COUNTY COMMUNITY COLLEGE, Overland Park, Kansas, hereinafter sometimes referred to as JCCC or the College, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

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

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

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

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

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

NOW THEREFORE, JCCC and the Library agree as follows:

- I. Johnson County Community College shall:**
  - a. Provide professional instructors to supervise instruct and coordinate JCAE: Antioch, Oak Park, and Gardner.
  - b. Provide student assessment and counseling for JCAE: participants in the above library literacy centers.
  - c. Recruit, train and supervise volunteers for JCAE: at the above library literacy centers.
  - d. Select appropriate training materials for volunteers and participants.
  - e. Promote the three library JCAE centers.
  
- II. Johnson County Library shall:**
  - a. Act as a resource by providing space for JCAE at the Antioch, Oak Park, and Gardner libraries.
  - b. File applications for Federal LSTA Special Populations grants and other grants for literacy or adult education programs as appropriate.
  - c. Provide yearly JCAE staff/students training on the web catalog so that bibliographies can be developed and materials may be located that are appropriate to JCAE students.
  - d. Provide donated/weeded materials that are of interest to JCAE (including but not limited to history, non-fiction, autobiographies) by means of working with the Friends of the Library to select and deliver materials to JCAE sites via JCL courier quarterly.

- e. Train all public services staff to be sensitive to the special needs of adult learners. Library staff will be available to orient JCAE students to library services and to give guidance on appropriate reading materials.
- f. Disseminate information about JCAE.
- g. Provide, maintain, and support personal computer (PC) workstation hardware and software in accordance with the annual Service Level Agreement (SLA). The agreement will include the purchase of PC hardware as specified by JCL staff, operating system software and basic application (word processing and spreadsheet) software.
- h. Provide access to the Internet from all JCAE sites located within JCL facilities.

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

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

JOHNSON COUNTY COMMUNITY COLLEGE

JOHNSON COUNTY LIBRARY

By: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Joseph M. Sopcich, President

Mitra Templin, Chairman  
Library Board of Directors

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

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

**JOHNSON COUNTY LIBRARY**  
**Board of Directors**  
**December 12, 2013**

**AGENDA ITEM: VII. D.** Consideration of Proposed Renewal of Facility Use Agreement with the City of Edgerton

**ISSUE FOR BOARD DETERMINATION:**

Whether the Library Board of Directors should authorize the proposed agreement for rental space for the Edgerton Library in 2014.

**DISCUSSION:**

Library service to the Edgerton Community began in the summer of 2000, utilizing a building renovated by the City of Edgerton. JCL provides the furniture, collection materials, equipment and staff to operate the facility. A formal agreement delineates the terms of the property owners and the tenant, Johnson County Library. The 2010 agreement stipulates a five year term with annual renewals that expire in December, 2015.

The City of Edgerton is expected to renew this agreement at the December 12<sup>th</sup> City Council meeting.

The proposed fee for annual occupancy remains at the current level of \$500 per month, or \$6,000 per year. This fee covers the maintenance charges for the property and mechanical systems. The Library Operating Budget provides the funding for this agreement.

**REVIEW BY BOARD COUNSEL:** This agreement has been reviewed by Counsel.

**RECOMMENDATION:**

That the Library Board of Directors renew the Facility Use Agreement with the City of Edgerton for the 2014 calendar year in the amount of \$6,000.

**BUDGET IMPACT:**

2014 budget includes funding of \$6,000

**PERSON(S) RESPONSIBLE:**

Sean Casserley  
John Helling

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 12<sup>th</sup> day of December, 2013, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library. The parties agree as follows:

**SECTION ONE:** The City's Agreement to Make a Facility Available for a Branch Library. The City has renovated the former Edgerton Bank building (hereinafter "the Facility") and desires to enter into a Use and Maintenance Agreement (hereinafter "the Agreement") authorizing JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

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

### **SECTION THREE: CITY'S RESPONSIBILITIES**

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

**SECTION FOUR: JCL'S RESPONSIBILITIES**

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

**SECTION FIVE: FAILURE TO MAKE REPAIRS**

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

**SECTION SIX: TERM**

The term of this Agreement shall be five years beginning January 1, 2010 through December 31, 2015, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

**SECTION SEVEN: INSURANCE AND HOLD HARMLESS**

1. City's Insurance. The City agrees to maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence.
2. JCL's Insurance. JCL agrees to maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence.

3. Hold Harmless. Each party agrees to protect, defend, indemnify and hold the party, the Board of County Commissioners of Johnson County, Kansas and their officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of its error, omission or negligent act.

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

5. 5. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act.

4. Kansas Tort Claims Act. Nothing herein shall be construed as the City waiving its immunities and liability limitations afforded to the City by the Kansas Tort Claims Act.

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**IN WITNESS WHEREOF**, the parties have set their hands this 12th day of December, 2013.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Janeice Rawles, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick G. Reavey, City Attorney

\_\_\_\_\_  
Attorney

Johnson County Library  
Board of Directors  
Calendar of Events  
DECEMBER 2013

September 1 – December 2	elementia – Call for Submissions
December 1 – February 28	Blue Valley Teen Art Gallery
December 2, 4, 9, 11, 16, 18	3-D Printing workshop, Central Resource Library
December 3	Storytime with Grover Antioch Library, Mill Creek Activity Center
December 3	Memoir Writing Group, Corinth Neighborhood Library
December 4	Storytime with Grover Blue Valley Neighborhood Library, Gardner Library
December 4	Tabletop Games Night, Lackman Library
December 5	Resume Reboot Workshop, Central Resource Library
December 5	Spring Hill Book Club Spring Hill Neighborhood Library
December 5	Marbles at the Library, Oak Park Library
December 7	Gift Scarves, Shawnee Neighborhood Library
December 7	Read to a Dog, Shawnee Neighborhood Library
December 14	The Liederkrantz Singers, Holiday Program DeSoto Neighborhood Library
December 17	Learn to Code with Scratch, Central Resource Library
December 17	Book Party, Corinth Neighborhood Library
December 20-22	A-MAZE-ing Maze, Central Resource Library
December 20	Creative Café, DeSoto Neighborhood Library
December 27, 28	Art for Everyone, Blue Valley Neighborhood Library
December 28	Business Start – UP Basics, Central Resource Library