

Board Report January 12, 2017

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.

<u>AGENDA</u>

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, JANUARY 12, 2017 CENTRAL RESOURCE LIBRARY CARMACK MEETING ROOM 4:00 P.M.

I.	Call to Order
II.	Citizen Comments
III.	Remarks A. Members of the Johnson County Library Board of Directors B. Pam Robinson, Board Chair C. Friends of the Library D. Susan Mong, Executive Director, Johnson County Library Foundation E. Jim Allen, Liaison, Board of County Commissioners
IV.	Reports A. Board Counsel – Fred Logan
	B. County Librarian Report4 1. Finances and Statistics – Tricia Suellentrop a) Comprehensive Library Master Plan budget update – Sean Casserley18
	Strategic Plan – Sean Casserley a) Annual Operating Plan update
	3. Comprehensive Library Master Plan – Scott Sime a) Monticello update
	4. Updates – Sean Casserley a) New member of the Library Board and Board of County Commissioners b) Meeting minutes – best practices
V.	Consent Agenda A. Action Items: 1. Minutes of the December 8, 2016 Library Board meeting
	B. Information Items 1. Summary of New and/or Renewed Contracts

produced from the County's financial system reflect the Library's revenues and expenditures

	C. Gift Fund Report 1. Treasurer's Report	76
VI.	Old Business A. Board Action: Consideration of approving updated Collection Development Policy B. Board Action: Minutes of the November 9, 2016 Library Board meeting	
VII.	 New Business A. Board Action: Consideration of renewal of the Memorandum of Understanding with Growing Futures Early Education Center – Angel Tucker B. Board Action: Consideration of approval of agreement with Turner Construction for preconstruction services for the Lenexa City Center Library project C. Board Action: Consideration of approval of the Johnson County Library Capital Improvement Plan (CIP) – Georgia Sizemore 	138
VIII.	Executive Session	
IX.	Adjournment	

Upcoming Dates:

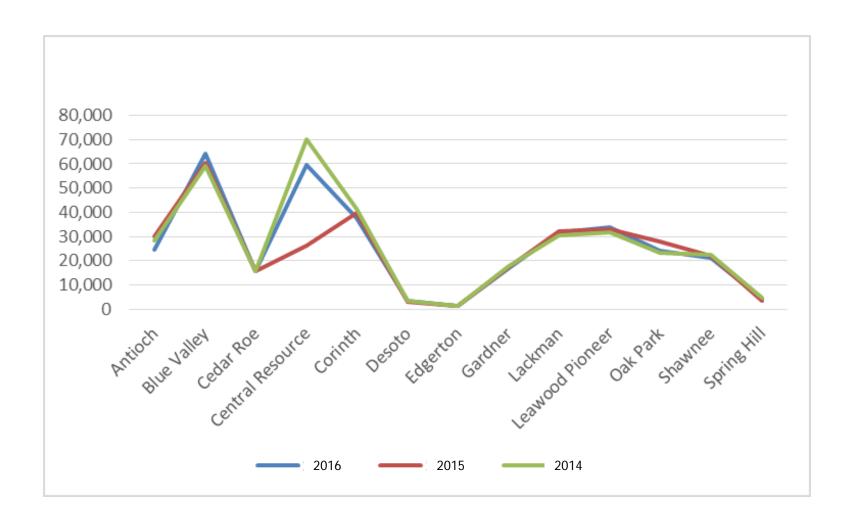
February 9 – Joint meeting of the BoCC/Library Board April 20 – Annual Multi-Board event

County Librarian's Report

Presented January 12, 2017

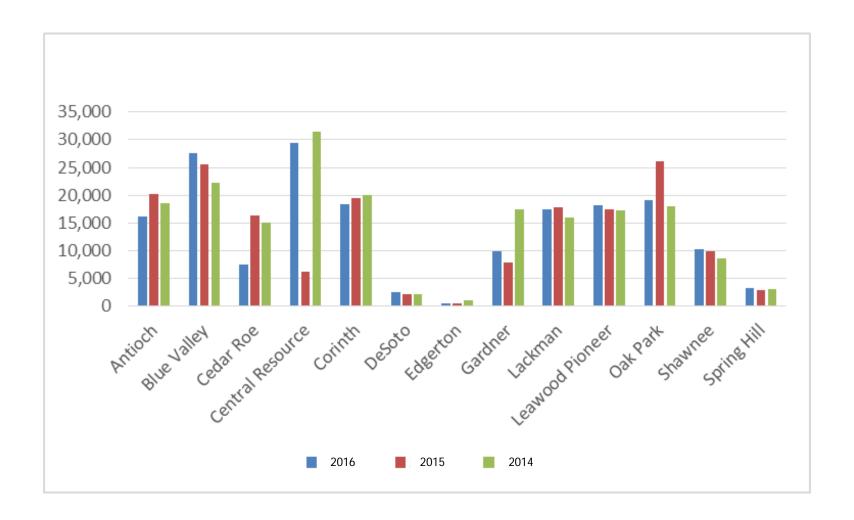


Branch Circulation: November 2016



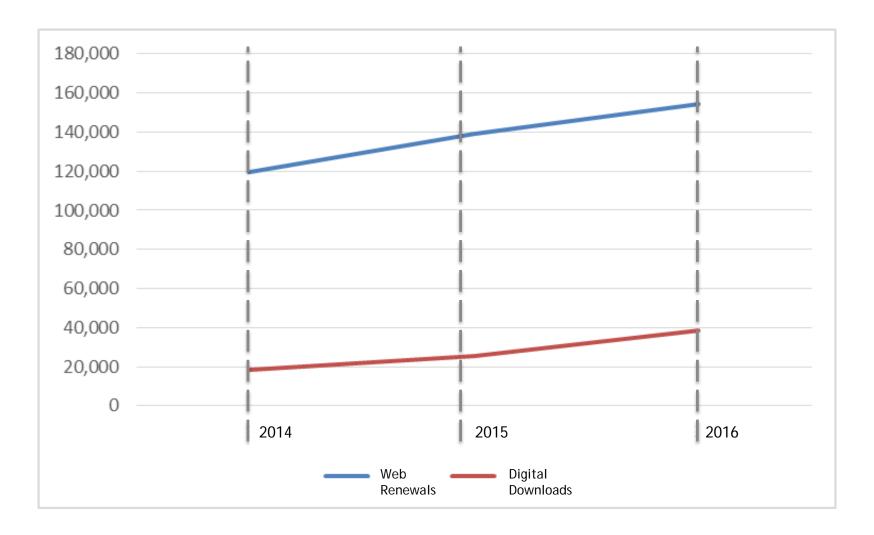


Branch Visits: November 2016





Electronic Circulation: November 2016





JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only) November 2016 92% Year Lapsed

OPERATING FUND Programs Revenue	2016 Budget 4,256,044
Administrative Services Information Technology Collection Development Branch/Systemwide Services Transfer to Capital Projects Interfund Transfers	4,177,240
TOTAL OPERATING FUND EXPENDITURES	\$4,177,240
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	\$78,804
SPECIAL USE FUND	2016 Budget
Revenue:	1,000,000
Expenses: Contractual Services (General Maintenance) Commodities (Capital Equipment) Transfer to Debt Payment Transfer to Debt Payment - CLMP Transfer to Capital Projects	1,000,000
TOTAL SPECIAL USE FUND EXPENDITURES	\$1,000,000
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	\$0
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	\$78,804

JOHNSON COUNTY LIBRARY EXPENDITURE REPORT

Scheduled Replacement Account

<u>REVENUE</u>	REVENUE RECEIVED TO DATE
2015 Fund Transfer	350,000
	350,000
2016 Fund Transfer	699,000
Total Revenue	<u>1.049.000</u>
	2016
Contractual Services	287,107
Building Repair	43,077
Interior Surfaces	81,009
Furnishings and Office Equipment	20,320
HVAC	57,270
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
	526,444
Budget Remaining	522,556

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

November 2016 92% of Year Lapsed

	2016 Year to Date	2016 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	27,319,886	27,316,085	100%	100%
Ad Valorem Delinquent	529,764	379,423	140%	95%
Motor Vehicle	2,340,672	2,300,787	102%	102%
Library Generated - Copying/Printing	91,930	95,401	96%	88%
Library Generated - Overdues / Fees	598,444	754,290	79%	86%
Sale of Library Books	50,000	50,000	100%	100%
Misc Other	191,605	340,753	56%	201%
Library Generated - Other Charges	5,789	11,402	51%	38%
Investment	104,216	50,884	205%	62%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	11,256	7,411	152%	106%
Commercial Vehicle Tax	46,256	39,407	117%	0%
Heavy Trucks Tax	2,322	3,173	73%	206%
Rental Excise Tax	27,332	26,764	102%	103%
State and Federal Grants	136,091	240,058	57%	71%
TOTAL REVENUE	31,455,563	31,625,838	99%	97%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category November 2016 92% Year Lapsed

OPERATING FUND	2016	2016	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	3,817,163	5,022,119	76%
Information Technology	1,767,616	2,165,039	82%
Collection Development	3,093,291	3,288,711	94%
Branch/Systemwide Services	10,901,455	12,779,341	85%
Risk Management Charges	84,066	84,066	100%
Grants *	123,184	240,058	51%
Transfer to Capital Projects	2,484,000	699,000	355%
Interfund Transfers (CLMP)	4,092,240	4,256,044	96%
TOTAL OPERATING FUND EXPENDITURES	26,363,015	28,534,378	92%

^{*} Includes expenditures for 2016 calendar year only. The life of the grant may cover more than one year.

SPECIAL USE FUND	2016 Year to Date	2016 Budget	% Budget Expended	
	real to bate	Daagot	Experiaca	
ıal Services (General Maintenance)	5,147	16,305	32%	
Commodities (Capital Equipment)	54,975	192,564	29%	
Transfer to Debt Payment	969,435	979,435	99%	
Transfer to Capital Projects	906,156	903,156	100%	
Capital Outlay (CLMP)	1,000,000	1,000,000	100%	

TOTAL SPECIAL USE FUND EXPENDITURES	2,935,714	\$3,091,460	95%

TOTAL EXPENDITURES	\$29,298,729	\$31,625,838	93%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type November 2016 92% Year Lapsed

ALL FUNDS	2016	2016	% Categories		
Categories	Year to Date	Budget	Expended		
Salaries and Benefits	12,910,665	15,208,624	85%		
Contractual Services	3,514,667	4,130,326	85%		
Commodities	3,209,169	4,125,129	78%		
Risk Management Charges	84,066	84,066	100%		
Capital / Maintenance / Repair	2,484,000	699,000	355%		
Transfer to Debt Payment	969,435	979,435	99%		
Transfer to PBC Capital Leases	906,156	903,156	100%		
Grants	123,184	240,058	51%		
CLMP	5,097,387	5,256,044	97%		
TOTAL EXPENDITURES	\$29,298,729	31,625,838	93%		

Row Labels	Sum of Current	Sum of M-T-D	Sum of Y-T-D	Sum of Outstanding Encumbrance	Sum of Total	Sum of Unobligated
1310	29994320	1803111.35	26050021.44	440618.86	26490640.3	3503679.7
ADMIN	4897941	366550.57	3735323.06	81840.28	3817163.34	1080777.66
BRANCHES	7782022	578345.87	6400374.93	6013.38	6406388.31	1375633.69
CAPITAL PROJECTS	2562804	0	2484000	0	2484000	78804
COLLECTION	3288711	330061.85	3093290.87	250808.71	3344099.58	-55388.58
INC TAX FUND	124178	0	0	0	0	124178
INFO TECHNOLOGY	2165039	116644.29	1692638.62	74977.4	1767616.02	397422.98
INTERFUND TRANS (CLMP)	4092240	0	4092240	0	4092240	0
RISK MANAGEMENT CHARGES	84066	21016.5	84066	0	84066	0
SYSTEMWIDE	4997319	390492.27	4468087.96	26979.09	4495067.05	502251.95
1340	240058	10089.62	123183.97	0	123183.97	116874.03
COMMODITIES	186788	10089.62	19880.83	0	19880.83	166907.17
CONTRACTUAL SERVICES	53270	0	103303.14	0	103303.14	-50033.14
Grand Total	30234378	1813200.97	26173205.41	440618.86	26613824.27	3620553.73

Row Labels	Sum of Current	Sum of M-T-D	S	um of Y-T-D	Sum of Outstanding Encumbrance	Sum of Total	Sum of Unobligated
1370	3091460	(0	2879634.48	56079.51	2935713.99	155746.01
CAPITAL OUTLAY	903156	(0	906156	0	906156	-3000
COMMODITIES	192564	(0	1469.72	53505.77	54975.49	137588.51
CONTRACTUAL SERVICES	1016305	(0	1002573.74	2573.74	1005147.48	11157.52
INTERFUND TRANSFER	979435	(0	969435.02	0	969435.02	9999.98
Grand Total	3091460	(0	2879634.48	56079.51	2935713.99	155746.01

Row Labels	Sum of Current	Sum of M-T-D	Sum of Y-T-D	Sum of Outstanding Encumbrance	Sum of Total	Sum of Unobligated
1310	29994320	1803111.35	26050021.44	440618.86	26490640.3	3503679.7
CAPITAL OUTLAY	8412	0	0	0	0	8412
CAPITAL/MAINTENANCE/REPAIR	2562804	0	2484000	0	2484000	78804
CLMP	4092240	0	4092240	0	4092240	0
COMMODITIES	3924153	424783.72	3148297.04	256705.79	3405002.83	519150.17
CONTRACTUAL SERVICES	4114021	216881.19	3328120.28	183913.07	3512033.35	601987.65
FRINGE	3967347	309897.37	3500272.96	0	3500272.96	467074.04
OTHER EXPENSE	0	87.69	2634.14	0	2634.14	-2634.14
RISK MANAGEMENT CHARGES	84066	21016.5	84066	0	84066	0
SALARY	11241277	830444.88	9410391.02	0	9410391.02	1830885.98
1340	240058	10089.62	123183.97	0	123183.97	116874.03
COLLECTIONS	186788	0	0	0	0	186788
GRAMT (Contractural)	0	0	103303.14	0	103303.14	-103303.14
GRANT (Commodities)	0	10089.62	19880.83	0	19880.83	-19880.83
INFO TECHNOLOGY	26278	0	0	0	0	26278
SYSTEMWIDE	26992	0	0	0	0	26992
Grand Total	30234378	1813200.97	26173205.41	440618.86	26613824.27	3620553.73

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1310	29994320	1803111.35	26050021.44	440618.86	26490640.3	3503680
ADMIN	4897941	366550.57	3735323.06	81840.28	3817163.34	1080778
BRANCHES	7782022	578345.87	6400374.93	6013.38	6406388.31	1375634
CAPITAL PROJECTS	2562804	0	2484000	0	2484000	78804
COLLECTION	3288711	330061.85	3093290.87	250808.71	3344099.58	-55388.58
INC TAX FUND	124178	0	0	0	0	124178
INFO TECHNOLOGY	2165039	116644.29	1692638.62	74977.4	1767616.02	397423
INTERFUND TRANS (CLMP)	4092240	0	4092240	0	4092240	0
RISK MANAGEMENT CHARGES	84066	21016.5	84066	0	84066	0
SYSTEMWIDE	4997319	390492.27	4468087.96	26979.09	4495067.05	502252
1340	240058	10089.62	123183.97	0	123183.97	116874
COMMODITIES	186788	10089.62	19880.83	0	19880.83	166907.2
CONTRACTUAL SERVICES	53270	0	103303.14	0	103303.14	-50033.14
Grand Total	30234378	1813200.97	26173205.41	440618.86	26613824.27	3620554

Row Labels	Sum of Current	Sum of M-T-D	Sum of Y-T-D	Sum of Outstanding Encumbrance	Sum of Total	Sum of Unobligat
1370	3091460	(2879634.48	56079.51	2935713.99	155746
CAPITAL OUTLAY	903156	(906156	0	906156	-3000
COMMODITIES	192564	(1469.72	53505.77	54975.49	137588.5
CONTRACTUAL SERVICES	1016305	(1002573.74	2573.74	1005147.48	11157.52
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CAPITAL OUTLAY	8412	0	0	0	0	8412
CAPITAL/MAINTENANCE/REPAIR	2562804	0	2484000	0	2484000	78804
CLMP	4092240	0	4092240	0	4092240	0
COMMODITIES	3924153	424783.72	3148297.04	256705.79	3405002.83	519150.2
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OTHER EXPENSE	0	87.69	2634.14	0	2634.14	-2634.14
RISK MANAGEMENT CHARGES	84066	21016.5	84066	0	84066	0
SALARY	11241277	830444.88	9410391.02	0	9410391.02	1830886
1340	240058	10089.62	123183.97	0	123183.97	116874
COLLECTIONS	186788	0	0	0	0	186788
GRAMT (Contractural)	0	0	103303.14	0	103303.14	-103303.1
GRANT (Commodities)	0	10089.62	19880.83	0	19880.83	-19880.83
INFO TECHNOLOGY	26278	0	0	0	0	26278
SYSTEMWIDE	26992	0	0	0	0	26992
Grand Total	30234378	1813200.97	26173205.41	440618.86	26613824.27	3620554

JOHNSON COUNTY LIBRARY

GRANTS MONTHLY REPORT

	GRANTS*				Grant	Budget
	Expenditures through 6/30/2016	Source	Received	Expenditures	Award	Remaining
285000065	2014 Check up and Check Out	State	7/1/13	\$2,351.73	\$5,250.00	\$2,898.27
285000076	State Aid 2016	State	4/1/16	\$56,091.32	\$136,091.32	\$80,000.00

^{*}Includes all expenditures and revenues over the life of the grant. (Includes muliple years due to the grants crossing fiscal years).

JOHNSON COUNTY LIBRARY

GRANTS MONTHLY REPORT

	GRANTS*				Grant	Budget
	Expenditures through 9/30/2016	Source	Received	Expenditures	Award	Remaining
285000065	2014 Check up and Check Out	State	7/1/13	\$2,351.73	\$5,250.00	\$2,898.27

^{*}Includes all expenditures and revenues over the life of the grant. (Includes muliple years due to the grants crossing fiscal years).

Expenditure of Friends of the JCL Donations 2016

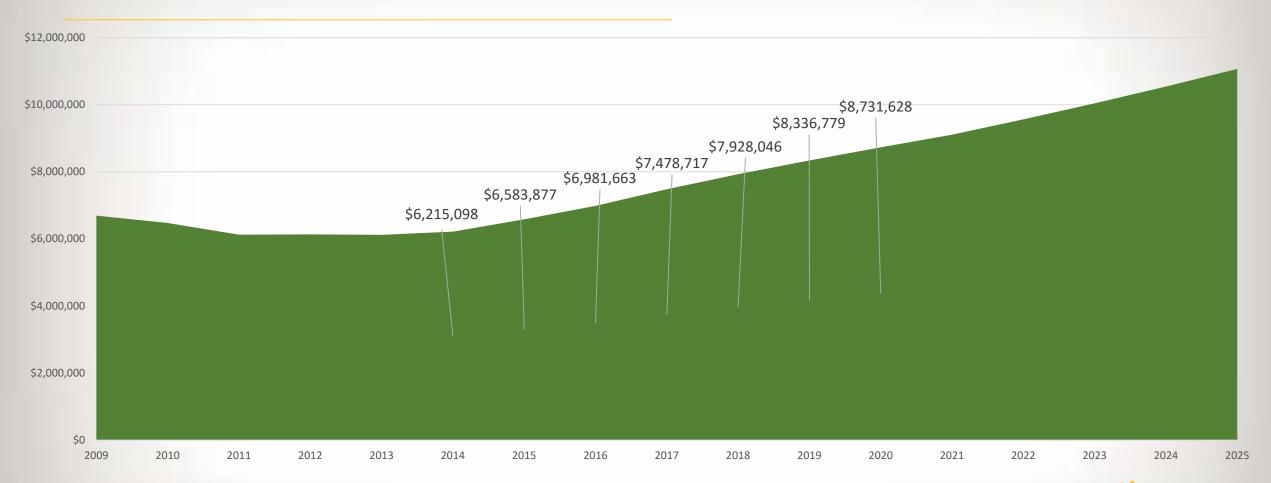
Expenditure Details	Payee	Current Month	YTD
Volunteer Recognition		\$0.0	0 \$296.81
Advertising/Promotion		0.0	0.00
Collection Materials		0.0	0.00
Professional Development/Staff Recognition		1,142.8	6 2,140.91
Technology/Recruitment Consulting & Expenses		0.0	0.00
Card Services		0.0	0.00
Homework Help and Tudor.com		0.0	0.00
Summer Reading Club/Elementia		0.0	0 880.00
Other Library Programming		0.0	0.00
MidAmerica Regional Council		0.0	0.00
Board Travel Expences		0.0	0 4,050.14
Miscellaneous		0.0	0 91.99
Total Expenditures		\$ 1,142.86	\$ 7,459.85

2009 – 2025 Johnson County, Kansas Library Revenue Projections

January 2017

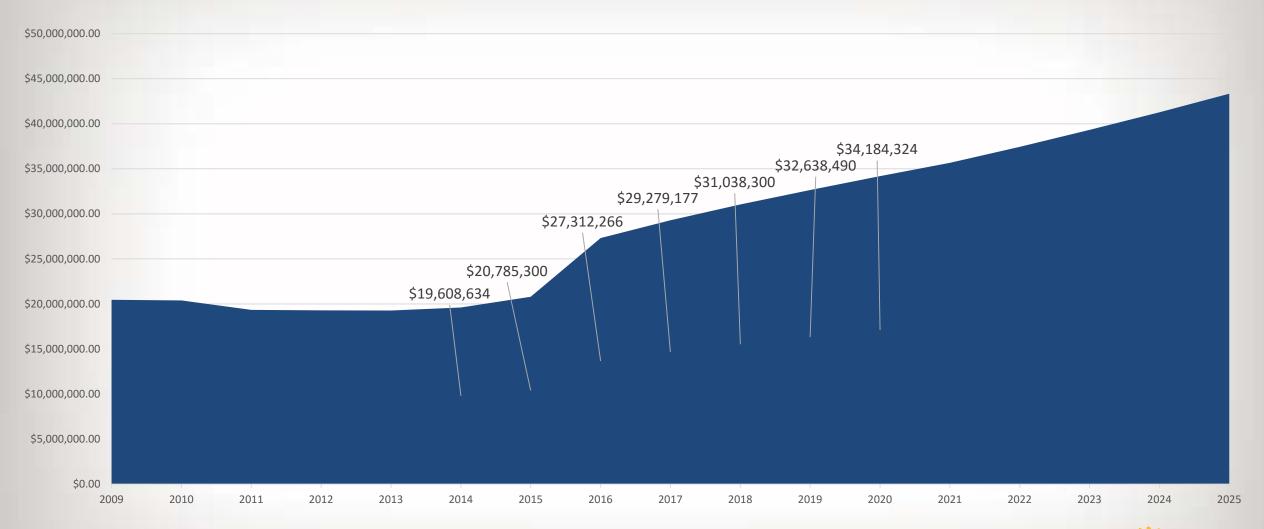


Projected Value of 1 Johnson County Library Mill



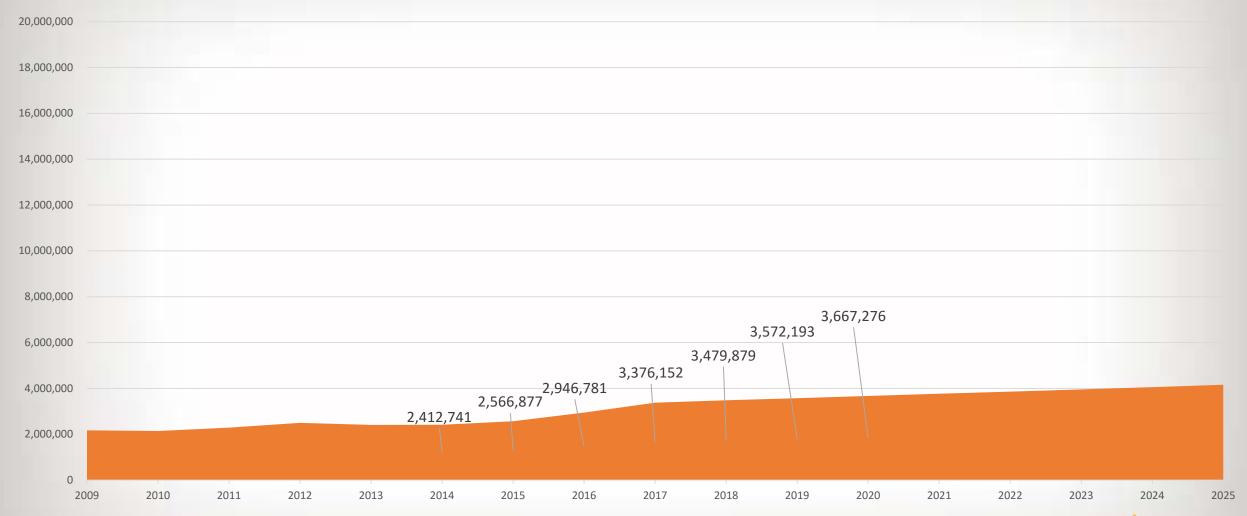


Projected Total Ad Valorem for Johnson County Library



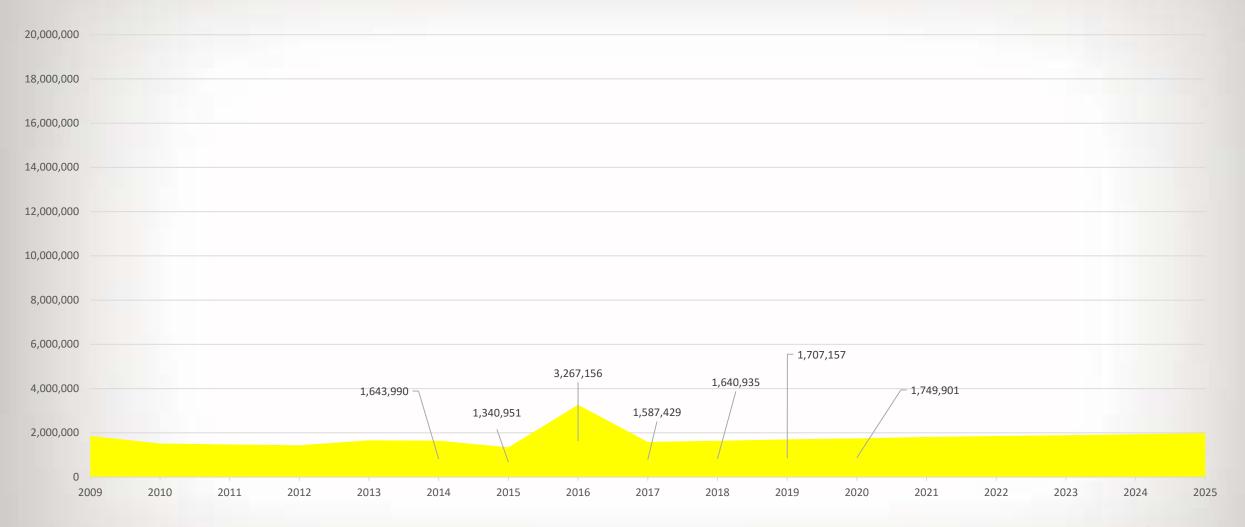


Projected Total of Other Taxes for Johnson County Library



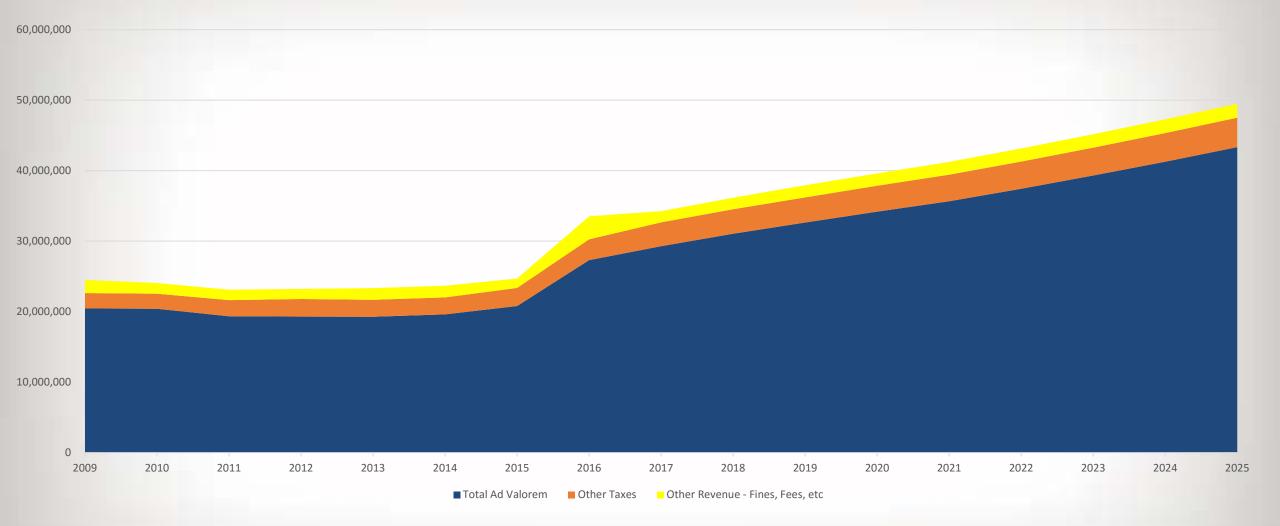


Projected Other Revenue (Fines, Fees, etc.) for Johnson County Library



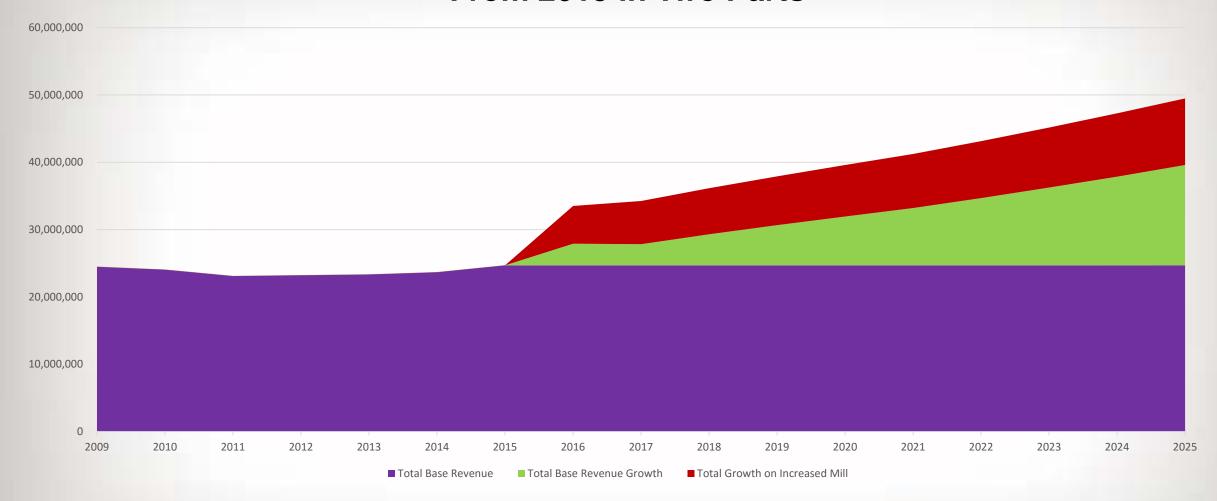


Revenue Projections in Three Pieces for Johnson County Library





Projected Total Revenue Growth for Johnson County Library From 2015 in Two Parts





Questions?



Johnson County Library Mill Levy History FY 2009 - FY 2015 Projected as of January 2017

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Wa a u	Value of 1	Ć Chanas	% Channa	Total Library	Total Ad	Tatal & Change	\$ Change from	Total %	% Change
Year	Library Mill	\$ Change	Change	Mill	Valorem	Total \$ Change	2009	Change	from 2009
2009	\$6,691,557			3.057	\$20,456,089.75				
2010	\$6,471,731	(\$219,826)	-3.29%	3.151	\$20,392,424.38	-\$63,665.37	(\$63,665)	-0.31%	-0.31%
2011	\$6,122,772	(\$348,959)	-5.39%	3.158	\$19,335,713.98	-\$1,056,710.41	(\$1,120,376)	-5.18%	-5.48%
2012	\$6,133,438	\$10,666	0.17%	3.145	\$19,289,662.51	-\$46,051.47	(\$1,166,427)	-0.24%	-5.70%
2013	\$6,120,009	(\$13,429)	-0.22%	3.149	\$19,271,908.34	-\$17,754.17	(\$1,184,181)	-0.09%	-5.79%
2014	\$6,215,098	\$95,089	1.55%	3.155	\$19,608,634.19	\$336,725.85	(\$847,456)	1.75%	-4.14%
2015	\$6,583,877	\$368,779	5.93%	3.157	\$20,785,299.69	\$1,176,665.50	\$329,209.94	6.00%	1.61%
2016	\$6,981,663	\$397,786	6.04%	3.912	\$27,312,265.66	\$6,526,965.97	\$6,856,175.91	31.40%	33.52%
2017	\$7,478,717	\$497,054	7.12%	3.915	\$29,279,177.06	\$1,966,911.40	\$8,823,087.31	7.20%	43.13%
2018	\$7,928,046	\$449,329	6.01%	3.915	\$31,038,300.09	\$1,759,123.04	\$10,582,210.34	6.01%	51.73%
2019	\$8,336,779	\$408,733	5.16%	3.915	\$32,638,489.79	\$1,600,189.70	\$12,182,400.04	5.16%	59.55%
2020	\$8,731,628	\$394,849	4.74%	3.915	\$34,184,323.62	\$1,545,833.84	\$13,728,233.87	4.74%	67.11%
2021	\$9,107,486	\$375,858	4.30%	3.915	\$35,655,807.69	\$1,471,484.07	\$15,199,717.94	4.30%	74.30%
2022	\$9,562,860	\$455,374	5.00%	3.915	\$37,438,598.07	\$1,782,790.38	\$16,982,508.33	5.00%	83.02%
2023	\$10,041,003	\$478,143	5.00%	3.915	\$39,310,527.98	\$1,871,929.90	\$18,854,438.23	5.00%	92.17%
2024	\$10,543,053	\$502,050	5.00%	3.915	\$41,276,054.38	\$1,965,526.40	\$20,819,964.63	5.00%	101.78%
2025	\$11,070,206	\$527,153	5.00%	3.915	\$43,339,857.10	\$2,063,802.72	\$22,883,767.35	5.00%	111.87%

In terms of Dollars

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Ad Valorem Taxes	\$20,456,090	\$20,392,424	\$19,335,714	\$19,289,663	\$19,271,908	\$19,608,634	\$20,785,300	\$27,312,266	\$29,279,177	\$31,038,300	\$32,638,490	\$34,184,324	\$35,655,808	\$37,438,598	\$39,310,528	\$41,276,054	\$43,339,857
Other Taxes	\$2,166,469	\$2,142,240	\$2,290,315	\$2,495,272	\$2,408,097	\$2,412,741	\$2,566,877	\$2,946,781	\$3,376,152	\$3,479,879	\$3,572,193	\$3,667,276	\$3,765,211	\$3,859,341	\$3,955,825	\$4,054,720	\$4,156,088
Other Revenue	\$1,860,174	\$1,516,565	\$1,474,814	\$1,436,110	\$1,662,753	\$1,643,990	\$1,340,951	\$3,267,156	\$1,587,429	\$1,640,935	\$1,707,157	\$1,749,901	\$1,812,052	\$1,853,470	\$1,895,895	\$1,939,355	\$1,983,876
Total Revenues	\$24,482,733	\$24,051,229	\$23,100,843	\$23,221,045	\$23,342,758	\$23,665,365	\$24,693,128	\$33,526,203	\$34,242,758	\$36,159,114	\$37,917,840	\$39,601,500	\$41,233,071	\$43,151,409	\$45,162,248	\$47,270,130	\$49,479,822

In terms of Percentages

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Assessed Valuation	83.6%	84.8%	83.7%	83.1%	82.6%	82.9%	84.2%	81.5%	85.5%	85.8%	86.1%	86.3%	86.5%	86.8%	87.0%	87.3%	87.6%
Other Taxes	8.8%	8.9%	9.9%	10.7%	10.3%	10.2%	10.4%	8.8%	9.9%	9.6%	9.4%	9.3%	9.1%	8.9%	8.8%	8.6%	8.4%
Other Revenue	7.6%	6.3%	6.4%	6.2%	7.1%	6.9%	5.4%	9.7%	4.6%	4.5%	4.5%	4.4%	4.4%	4.3%	4.2%	4.1%	4.0%

Johnson County Library Existing and Future Budget Projections 2017-2026

	Budget	Estimated								
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Ad Valorem Taxes	29,255,726	31,009,857	32,617,040	34,158,438	35,631,329	37,412,896	39,283,540	41,247,717	43,310,103	45,475,608
Other Taxes	3,376,152	3,479,879	3,572,193	3,667,276	3,765,211	3,859,341	3,955,825	4,054,720	4,156,088	4,259,991
Other Library Revenue	1,276,829	1,302,312	1,328,304	1,354,816	1,381,858	1,409,495	1,437,685	1,466,439	1,495,768	1,525,683
Grants	247,260	254,678	262,318	270,187	278,293	286,642	295,241	304,098	313,221	322,618
Investment Interest	76,791	102,388	127,985	140,783	166,380	173,035	179,957	187,155	194,641	202,427
Use of Carryover	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Revenues	34,242,758	36,159,114	37,917,840	39,601,500	41,233,071	43,151,409	45,162,248	47,270,130	49,479,822	51,796,327
Payroll Expenses	15,918,347	16,599,300	17,276,376	17,972,221	18,700,666	19,448,693	20,226,640	21,035,706	21,877,134	22,752,220
Contractual (5% growth)	3,535,796	3,712,586	3,898,215	4,093,126	4,297,782	4,512,671	4,738,305	4,975,220	5,223,981	5,485,180
Commodities (5% growth)	4,173,950	4,382,648	4,601,780	4,831,869	5,073,462	5,327,135	5,593,492	5,873,167	6,166,825	6,475,166
Capital	8,412	8,412	8,412	8,412	8,412	8,412	8,412	8,412	8,412	8,412
Grants Other Expenses	247,260	254,678	262,318	270,187	278,293	286,642	295,241	304,098	313,221	322,618
Risk Management Charges	91,644	94,393	97,225	100,142	103,146	106,241	109,428	112,711	116,092	119,575
Transfers to Capital Projects	1,192,850	1,147,850	1,048,850	1,124,000	1,101,800	1,043,600	1,050,000	1,100,000	1,150,000	1,200,000
Lease Payments to PBC	900,750	903,831	910,300	906,300	911,510	910,940	913,800	913,800	444,850	447,830
Interfund Transfers to Debt Service Fund	975,847	834,741	827,916	334,718	10,000	0	0	0	0	0
Subtotal Existing Expenses	27,044,856	27,938,438	28,931,392	29,640,975	30,485,072	31,644,334	32,935,318	34,323,114	35,300,515	36,811,001
2018 JCL Additional Staffing Request	0	632,580	656,150	680,633	706,066	732,489	759,939	790,337	821,950	854,828
Sorter Purchase	0	285,000	300,000	0	0	0	0	0	0	0
Monticello Staffing	0	1,334,688	1,966,025	2,056,452	2,150,461	2,247,232	2,348,357	2,442,291	2,539,983	2,641,582
Lenexa Staffing	0	0	631,415	957,049	1,000,381	1,045,398	1,092,441	1,136,138	1,181,584	1,228,847
Blue Valley Staffing	0	0	0	0	0	211,852	856,318	894,852	935,120	977,201
Interfund Transfer to Facilities	115,259	120,446	125,866	131,530	137,449	143,634	150,097	156,101	162,345	168,839
Monticello Operating (5% growth)	0	100,000	160,000	168,000	176,400	185,220	194,481	204,205	214,415	225,136
Lenexa Operating (5% growth)	0	0	90,000	140,000	147,000	154,350	162,068	170,171	178,679	187,613
Blue Valley Operating (5% growth)	0	0	0	0	0	80,375	249,500	261,975	275,074	288,827
Additional Collections (5% growth)	500,000	500,000	200,000	210,000	220,500	231,525	243,101	255,256	268,019	281,420
Monticello Debt (\$14m)	867,944	867,944	876,694	868,944	865,444	865,000	865,000	865,000	865,000	865,000
Lenexa Debt (\$21m)	0	1,575,000	1,575,000	1,575,000	1,575,000	1,575,000	1,575,000	1,575,000	1,575,000	1,575,000
Blue Valley Debt (\$39.6m - \$8.1m)	0	0	0	0	2,340,800	2,340,800	2,340,800	2,340,800	2,340,800	2,340,800
Corinth Debt (\$22.6m - \$7.8m)	0	0	0	0	0	0	1,139,600	1,139,600	1,139,600	1,139,600
Debt for Next Project on CLMP (\$26m - \$1.9m)	0	0	0	0	0	0	0	0	0	1,928,000
Cash for Blue Vallley	5,500,000	2,600,000	0	0	0	0	0	0	0	0
Cash for Corinth	0	0	2,200,000	2,900,000	1,200,000	1,500,000	0	0	0	0
Cash for Next Project on CLMP	0	0	0	0	0	0	0	500,000	1,400,000	0
Subtotal Future Obligations	6,983,203	8,015,658	8,781,150	9,687,608	10,519,500	11,312,874	11,976,702	12,731,727	13,897,570	14,702,694
Revenues Minus Expenses	214,699	205,018	205,298	272,918	228,499	194,202	250,228	215,289	281,736	282,632
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Monticello Library

Update – January 2017



Updates

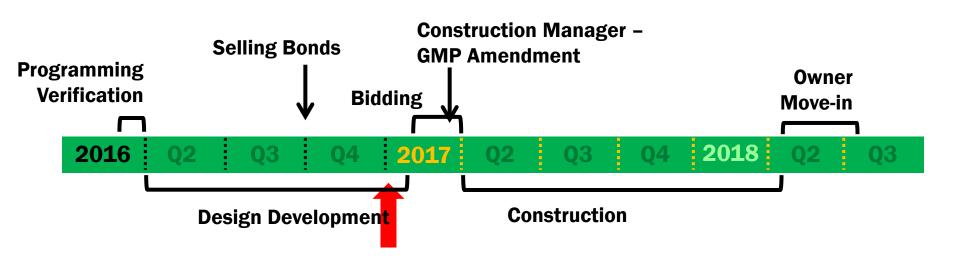
- Earthwork update
- Public Art
- Next Steps
- Timeline

Next Steps

- Review of Construction Drawings
- Bidding Q1 2017
- Guaranteed Maximum Price (GMP)
 Amendment anticipated in March
- Ground-breaking (anticipated in March/April)



Monticello Library Anticipated Timeline



Lenexa City Center Library

Update – January 2017



Updates

- Design Progress
- Construction Manager
- Next Steps
- Timeline update

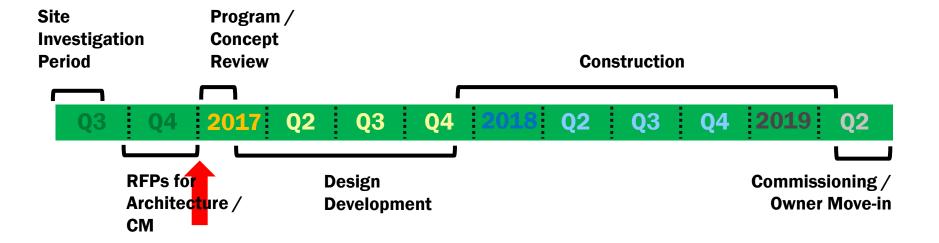
Design Progress

- Working with Hollis + Miller
- Program / Concept Review with Core Team in Jan/Feb 2017

Next Steps

- Public Input session 1/31/17 at Lackman Library
- Schematic Design Spring 2017

Lenexa City Center Library Anticipated Timeline



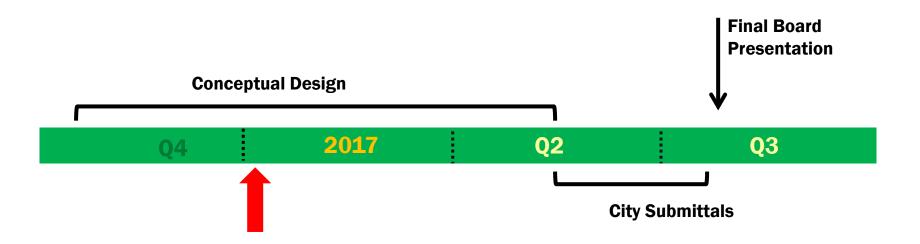
Blue Valley Studies Update – January 2017



Updates

- Performing due-diligence on site, existing facility
- Concept Design anticipated to resume in February 2017

BV Studies Anticipated Timeline



MINUTES JOHNSON COUNTY LIBRARY BOARD REGULAR MEETING

Thursday, December 8, 2016 Central Resource Library 4:00 p.m.

BOARD: Bethany Griffith, Nancy Hupp, John Nelson, JR Riley, Pam Robinson, Amy Ruo, Neil

Shortlidge

BOARD ATTORNEY: Fred Logan

BOCC: Commissioner Allen

FRIENDS OF THE LIBRARY: Lindsay Lau

STAFF: Dorian Assenmacher, Jennifer Barnett Fox, Michelle Beesley, Nancy Birmingham, Sean Casserley, Cassandra Gillig, Lacie Griffin, Robin Lathrum, Christopher Leitch, Valerie Love, Charlou Lundsford, Jennifer Mahnken, Susan Mong, Nancy Myers, Nicki Neufeld, Michelle Olsen, Gladis O'Toole, Kinsley Riggs, Rita Rubick, Michaela Scruggs, Kari Sime, Scott Sime, Amy Smart, Hunter St. Claire, Adam Wathen, Ron Zluticky

GUESTS: Corey Boyer, Jade Castellan, Ava Christie, Rebecca Eastman, Abby Giersch, Kate Helshe, Andrew Logan, Cody Maugh, Sonali Patel, Georgia Sizemore, Ben Snyder, Blair Thomas, Maury Thompson, Rachel Tompkins, Karen Wulfkuhle

Pam Robinson called the meeting to order at 4:00 p.m.

CITZEN COMMENTS

There were none.

BOARD OF DIRECTORS COMMENTS

Ms. Robinson apologized that Veterans Day was not recognized at the November meeting and she thanked Board member JR Riley and all veterans present for their service.

Ms. Robinson acknowledged that exiting board members have left an open space on both the Lenexa Library committee and Monticello Library committee. Currently Ms. Ruo is serving on the Monticello committee and Mr. Riley is serving on the Lenexa committee. Mr. Nelson and Ms. Hupp are serving on the Materials Handling committee.

Mr. Casserley confirmed that the Materials Handling committee will continue to meet as the recommendations from the study are being operationalized.

Ms. Robinson asked the Board if the committees should continue to have two members. The Board agreed that two Board members per committee is helpful. The committees have been meeting once a month regularly and additionally on an as needed basis as the projects have accelerated.

Ms. Hupp volunteered to join the Monticello committee. Ms. Griffin volunteered to join the Lenexa committee. Mr. Nelson expressed interest in joining the Blue Valley project committee when it forms.

FRIENDS OF THE LIBRARY

Lindsay Lau reported for the Friends. The Friends raised over \$9,000 with the Big Fall Kids book sale at Central. Roughly 17,000 books found new homes in our community.

Combined income from the book stores and online sales totaled nearly \$20,000 in the month of November.

Top sales by selling price in November:

Business Administration - \$114.97 The Harris Directory of Kansas Businesses 2016 - \$100

One order was sent to Indonesia.

Ms. Lau highlighted the Friends volunteers. As well as working in the sorting center, the volunteers have collected a half barrel of food for Harvesters. The Friends volunteer holiday party will be held next week.

JOHNSON COUNTY LIBRARY FOUNDATION

Executive Director, Susan Mong, wished the Library Board a happy holiday season.

The Foundation has received a \$30,000 gift from Black & Veatch. This is the second installment of a three-year gift.

The PNC Foundation has awarded the Foundation \$5000 in support of early literacy.

Ms. Mong announced that the Kauffman Foundation has awarded the Library Foundation a grant of \$87,000 to support youth programs that support and strengthen k-12 educational outcomes. Our programs include: 6 by 6: Ready to Read, Summer Reading, Homework Help and Tutor.com.

The Kauffman Foundation shared the following statement (read by Ms. Mong): Libraries are crucial to the cultural and educational landscape of a vibrant community and serve as destinations where people of all ages go to connect and learn. The Ewing Marion Kauffman Foundation's Kansas City civic team is pleased to support strategic local initiatives that advance our core focus areas of education and entrepreneurship. As a partner in the community, the Johnson County Library and the Foundation provide for quality K-12 academic support programs that fulfill important needs for low-income families, and all residents in Johnson County. Students of all ages will benefit from homework assistance, tutoring services and reading support as a result of these worthy efforts.

The annual appeal has been sent. The Foundation recently voted in three new Board members.

The Stay at Home and Read a Book Ball will be held on March 5th. Author Candace Millard is the honorary chair of the event. She released a new book in September, *Hero of the Empire*. Reactor KC Studio is the creative partner providing the design work.

The Tri-Board event will be held on April 20th. We will welcome Tanner Colby, Author of *Some of My Best Friends Are Black*, for a wider discussion about race in our community. The book will be given to the Board as an invitation and will be sent soon. The Olathe Library board and community leaders will also be invited to the event to maximize the impact around the conversation.

BOARD OF COUNTY COMMISSIONER REPORT

Commissioner Allen reported that the architectural contract for the Lenexa branch was approved by the Board of County Commissioners. Commissioner Allen thanked the Library Board, staff and others for the leadership and movement on the Library building projects. There are a lot of exciting projects throughout the county, including the Art and Heritage center, the new courthouse and new park. Commissioner Allen acknowledged the tremendous volunteer base in the county and thanked Board members for stepping forward and volunteering their time.

BOARD COUNSEL REPORT

No Report.

County Librarian Report

Budget update - Nicki Neufeld, Finance Director

Ms. Neufeld reported that 99% of expected revenue has been collected through October. We are at 86% spend down on expenditures. This is where we expect to be. The debt payment has happened and the capital payment has also occurred.

Personnel Review committee process

Ms. Neufeld reintroduced the personnel review committee (PRC) process. The Library will put forth a request to the PRC for the 2018 budget year. The Comprehensive Library master plan outlined not only buildings, but also included the additional staffing for the buildings. Administration has considered the entire system to determine where additional staff will be needed to support the system after Monticello is built.

Ms. Neufeld directed the Board to the summary on page 112 of the board report with a listing of positions being considered. A conservative estimate has been included of \$2,784,000 for staffing costs. This includes salary, benefits and health care. This number is based on our current hiring practices.

Mr. Casserley explained the Library's hiring and compensation practices. When creating the staffing estimate Ms. Neufeld took a conservative approach of estimating salaries at mid-point of the compensation range. The number presented for staffing is similar to the number that was presented at the last joint BoCC/Library Board meeting.

Mr. Casserley noted that we have not added staff positions in over 10 years. This is a new process for many of us and as the system grows we may do this again.

In response to a question, Mr. Casserley explained that each position is graded to ensure the knowledge, skills and abilities required for a position align with an established pay scale. The grade levels are countywide.

Mr. Nelson asked why systemwide positions are being considered instead of positions dedicated to Monticello. He questioned if the systemwide positions should be included in the .75 mill increase or if they should come from another fund.

Mr. Casserley responded that this all comes from the operating fund, that the .75 is a delineation within the operating fund. We would fund the Monticello positions out of the .75 and we need the systemwide

positions to support the growth of the system. The request is in the spirit of the comprehensive library master plan (CLMP) that was more inclusive than a facilities plan. The CLMP also included recommendations to staff the services and facilities as they Library system grows. The request for Monticello positions and systemwide positions will go through the same personnel review committee process.

The Human Resources Specialist would be an assistant to the Staff Development Manager. Human Resources will grow as we increase staff.

Ms. Robinson expressed concern that positions being funded from the .75 will decrease the Library's ability to build new branches and staffing new buildings. Ms. Robinson asked about the next steps for the request if approved by the Library Board.

Mr. Casserley responded that if approved by the Library Board the request will go before the personnel review committee (PRC), which is a county committee. The PRC can approve, decline or partially approve the request.

Ms. Neufeld explained that from our understanding the PRC takes many things into consideration when reviewing requests. They analyze the requested positions, the need and purpose of the positions, if they are ongoing and factor in the revenue source of the agency.

Ms. Neufeld stated that the question before the Library Board is whether to take the personnel request before the PRC and move forward with the 2018 budget process. The funding of the positions will come later.

Assistant County Manager, Maury Thompson clarified that the committee meets in conjunction with the budget process and on an as needed basis. Mr. Thompson explained that the budget process has been sped up this year because of the legislation enacted by the State of Kansas last year, commonly referred to as the tax lid.

Ms. Neufeld added that the PRC will be meeting in January with each department and take their recommendations to the County Manager.

Commissioner Allen stated that the Library is not under the tax lid and the projected revenue for the Library looks good.

Ms. Robinson expressed fiscal concern about the Library's staffing level. She is supportive of the Library system and wants to make sure that we have the money to build and staff new buildings. She requested clarification on the number of staff being requested.

Ms. Neufeld answered that the request is for 54 people with 46 full-time equivalent (FTE), some of the positions are part-time. 37 FTE are going into the new construction, including the custodial position.

Ms. Robinson clarified that the Board worked hard for the .75 mill increase to be able to build additional branches for the community. The Monticello area is excited for the new branch and community members in Blue Valley are concerned that the planned expansion in their area will not occur. Ms. Robinson wants to be fiscally conservative with the .75 increase to make sure it goes to the building projects and is not used for current positions.

Strategic Plan

UPDATES

2018 Annual Operating Plan

Mr. Casserley presented an annual operating plan (AOP) to operationalize the strategic plan. The management layer of the library has been working on finding capacity by tracking their time. With this information they will clearly understand the work they are doing and find opportunities to delegate. Administration will also use this data to set key performance indicators and functional teams that will work on tactics.

The purpose of the AOP is to facilitate the coordination of the library's resources to meet the goals in the strategic plan. While the strategic plan is 3-5 years in its reach, the AOP is an annual process. The AOP contains business as usual, special initiatives, innovation management and contingency planning. Key learnings from the AOP may affect the strategic plan. One change will be that the quarterly report will be more number driven.

Mr. Casserley reviewed the anticipated timeline. He will provide monthly updates going forward.

Collection Development Policy

Collection Development Manager, Adam Wathen, presented the updated collection development policy to the Board. The collection development policy is brought before the Board for review and approval every other year. Today is informational and the policy will be brought to the board for approval next month.

Mr. Wathen explained the review process. He and the collectors scrutinize the policy to identify areas of the policy that are no longer current practice, areas where the policy doesn't serve us well or areas where simplification of the policy would make sense.

The recommended changes fit into three different categories: simplification and generalization, updates to current practice and changes to selection criteria.

Mr. Wathen shared and explained changes to the policy in section 1.4, 1.6 and 3.4. Changes to 1.4 and 1.6 are examples of recommended generalizations. The change to 3.4 is an example of a recommended change in selection criteria.

The purpose of the collection development policy is to guide what materials are selected for the collection. Section 3.4 includes a list of criteria for selection. Mr. Wathen recommends changes be made to two statements in the children's materials section.

- Emphasis on positive attitudes
- Materials which advocate violence or defame race, gender, or religion are avoided.

Mr. Wathen recommends these statements be combined and changed to, "Portrayal of a spectrum of life situations, social issues, childhood experiences, and emotions.

The changes to the children's criteria reflect the inclusive nature of our children's book collection instead of the exclusive statements that ask collectors to lean toward "positive attitudes" or avoid

materials. Mr. Wathen cited examples of beloved children's books and characters which present a worldview that is not positive.

On the second point Mr. Wathen stated that it can be complex because it is up to interpretation. Some books in our collection may depict violence or gender or religion in ways that are controversial to different people.

The revised combined statement would allow us to collect a breadth of content that allows for multiple perspectives and characters in children's literature, allows for negativity and positivity as appropriate and allows us to deal with sensitive cultural issues from a neutral space.

In response to a question, Mr. Wathen stated that this is not a change in collection philosophy. He believes this is more of a cultural change and cited examples of children's literature throughout the decades.

Ms. Robinson expressed concern about striking the second point and recommended that a communications plan be in place to fully explain the intent of the change.

Mr. Wathen presented a change that has been made in the "Request for Reconsideration of Library Materials Form". This form is completed by patrons who may object to an item in the collection. The form has been updated to clarify that they can expect to receive a response to their concern within 20 days of submission of the form.

Mr. Wathen encouraged the Board to contact him or any administration member with questions.

Comprehensive Library Master Plan

Lenexa City Center Branch update

Project Coordinator, Scott Sime, gave an update on the Lenexa City Center Library.

Nine firms responded to the architecture/engineering request for proposal (RFP). The top two teams were interviewed and the recommended architecture firm was approved by the Library Board at a special Board meeting on 12/1. The Public Building Commission approved the selection this morning.

Eight firms responded to the construction manager RFP. The team interviewed four firms and are currently in the ranking process. They anticipate bringing the selection to the January Library Board meeting.

Next Steps:

- Construction Manager approval by Library Board at the January meeting.
- Working with the architect on the program/concept review in January and February.

Monticello Update

Mr. Sime shared that we are currently at the 50% stage with construction drawings and expect 90% constructions drawings later this month. The construction manager will be able to refine their budget with this information.

Extra soil is being added to the building pad location and it will settle over the winter. This will provide a solid surface for the building pad. The work will start in December.

Artists are refining their proposals for the public art installation. We anticipate that the Public Art Commission will make a recommendation in January and seek approval from the Public Building Commission in February.

Next Steps:

- Reviewing the construction drawings
- Go into bidding in the first quarter of 2017
- Anticipate bringing a guaranteed maximum price to the Library Board in the Spring
- Looking at a third quarter 2018 opening

In response to a question, Mr. Sime confirmed that additional square footage has been eliminated from the plan and the building is now at 30,400 square feet. This is in line with the original estimation included in the Comprehensive Library Master Plan.

Blue Valley Update

The team is working with the City of Overland Park to coordinate a geotechnical survey on the site. We are also in the process of assessing the Blue Valley library structure and system.

Ms. Robinson notified Mr. Sime that there is concern about inadequacy of parking at the Blue Valley site. Mr. Sime responded that parking is on the list of items to address with the City.

Mr. Casserley commented that the parking will be shared use with the Library and City and we will work to understand the community concerns and develop solutions.

Cross Training Update

Mr. Casserley stated that in 2012 the Library system offered a voluntary retirement package which 30 to 40 staff members accepted. Many of our services were then handled by only one staff member, without backup.

One of the most important duties for the Library is to meet payroll, and the Library has never missed a payroll due to the excellence of our HR department, Rita Rubick, Nancy Myers and Patty Grove. This year Rita, Nancy and Patty have audited their processes, documented their processes and internally cross-trained to provide additional stability even with reduced staff.

Mr. Casserley thanked the HR department and acknowledged that they make the organization stronger.

Consent Agenda

1. November 12, 2016 Library Board meeting minutes.

Mr. Nelson requested to remove the minutes from the consent agenda

Mr. Logan advised that the minutes be removed, the consent agenda be approved without the minutes and that the minutes be taken up as a separate item.

Motion: Nancy Hupp moved that the Library Board approve the consent agenda items B. and C., minus the action item.

Second: Amy Ruo

Motion carried 7 to 0.

Ms. Robinson opened a conversation regarding the action item.

Mr. Nelson requested an amendment of a statement on page 78. The statement in question from the November minutes, "The money for the FTE would come from the .75 mill levy, it was part of the calculation."

Mr. Nelson expressed his concern that this statement makes it clear that the FTE would come from the .75 mill levy; earlier it was discussed that this was not the case and that other FTEs would be allocated from the general operating budget.

Motion: Mr. Nelson moved to amend the line in the minutes, the last line, "the money for the FTE for staffing at Monticello would come from the .75 mill levy.

Mr. Logan stated that the minutes are open to interpretation. He advised that it would not be inconsistent to amend the minutes as long as a majority of the Board agrees that the change reflects their understanding of what happened.

Mr. Casserley recommended that before amending the statement that the Board go back and listen to the recording of the minutes for clarity.

Motion: Nancy Hupp moved to table the November minutes until the recording can be

reviewed.

Seconded: JR Riley

Motion carried 7 to 0

Mr. Logan noted that the Board is not locked into a decision by something that is said in the minutes.

Based on his understanding of the discussion, Mr. Logan suggested that when the personnel recommendation is approved by the Board they may want to include a recommendation that the Monticello personnel positions come out of the .75 and the system wide positions come out of the general operation. He noted that this would only be a recommendation and that the decision is made by the BoCC.

Mr. Shortlidge commented that this is consistent with the request for additional funding that was presented to the BoCC. It included staff for the Monticello facility.

Old Business

Board Action: Consideration of renewal of the MOU with Overland Park Community Garden

Associate Director of Branch Services, Jennifer Mahnken presented the MOU. The addendum for the Giving Grove was approved in June. The language has been incorporated in the MOU. Nothing else has changed from that time.

Motion: Amy Ruo moved that the Johnson County Library Board of Directors renew the memorandum of understanding with the Overland Park Community Garden for 2017.

Second: Nancy Hupp

Motion carried: 7 to 0

Board Action: Consideration of renewal of the MOU with the Johnson County Genealogical Society

This is an annual renewal. The Genealogical society has volunteers staff the desk in the local history section. We work with them in collection development. This has been a successful partnership over many years.

Motion: Nancy Hupp moved that the Johnson County Library Board of Directors renew the memorandum of understanding with the Johnson County Genealogical Society for 2017.

Second: John Nelson

Motion carried: 7 to 0

Board Action: Consideration of renewal of the MOU with AARP

The AARP provides volunteer tax service at the Central Resource branch. The Library provides internet and space for training and the provision of the service.

Motion: Amy Ruo moved that the Johnson County Library Board of Directors renew the

memorandum of understanding with the AARP for the 2016 tax season.

Second: John Nelson

Motion carried: 7 to 0

Board Action: Consideration of renewal of the MOU with JCCC Adult Education

JCCC provides GED and ESL classes to the public at the Antioch and Gardner branches. The agreement has not changed and it has been approved by the Community College.

Motion: Nancy Hupp moved that the Library Board renew the memorandum of understanding

with JCCC Adult Education for 2017.

Second: JR Riley

Motion carried: 7 to 0

Board Action: Consideration of approval of the KC Degrees program through MARC

This is an MOU with the Mid America Regional Council to encourage residents to work on obtaining a secondary degree. We would provide space in a Library and they will provide a staff person.

Motion: Nancy Hupp moved that the Library Board approve the MOA with the Mid-America

Regional Council for the KC Degrees Initiative.

Second: Amy Ruo

Motion carried: 7 to 0

Board Action: Consideration of renewal Legal Services

Mr. Casserley presented the renewal of the agreement with Logan, Logan and Watson L.C. for legal services. There is a slight fee increase from the previous year and the agreement now includes the work of Andrew Logan.

Motion: Neil Shortlidge moved that the Johnson County Library renew the contract with Logan

Logan & Watson, L.C. for legal services.

Second: John Nelson

Motion carried: 7 to 0

Board Action: Renewal with the City of Edgerton

Ms. Mahnken presented the renewal of the lease for the Edgerton Library. The lease amount is \$500 per month. This is the only building that the Library system does not own.

Motion: Amy Ruo moved that the Johnson County Library Board of Directors approve the

Edgerton lease agreement. **Second:** Bethany Griffith

Motion carried: 7 to 0

NEW BUSINESS

Board Action: Request for closure of the Central branch on October 14, 2017 for the annual Foundation event

Mr. Casserley presented the Foundation's request that the Central Library be closed on October 14, 2017 for the Library Lets Loose event.

Motion: Neil Shortlidge moved that the Library board approve closing the Central Library on Saturday, October 14th, 2017, to allow for setup of the Foundation Fundraising event to be held that evening.

Second: Amy Ruo

Motion carried: 7 to 0

The Board moved item VII.C. up in the agenda.

Board Action: Consideration of approval of storm water drainage easement on the Monticello property

Mr. Casserley presented a request for approval of a new storm water drainage easement on the Monticello property. Moving the storm water line is amenable to the City of Shawnee and will allow the Library to build the Monticello building in a way that doesn't require building over a storm water line.

Motion: Neil Shortlidge moved that the Board approve the new storm water drainage easement

for the Monticello property. **Second:** Nancy Hupp

Motion carried: 7 to 0

Board Action: Consideration of approval for the PRC submission for budget year 2017

The Board had many questions and much discussion around the funding and budgeting of staff at our new and expanded locations. There were concerns about how funding of staff positions might impact future capital projects.

One of the assumptions at the start of this process was that staffing and construction would be funded by the mill increase due to the predicted tax lid. The tax lid does not affect the Library.

The County Librarian will be providing an update on how to maximize the .75 mill levy increase for capital projects while using the increase in ad-valorem to fund staffing and library programs. The County Librarian will work with the county budget office and draft a preliminary budget plan for the Library Board to review.

See the audio recording for the full discussion.

Motion: Nancy Hupp moved that the Library Board of Directors approve the proposed staffing

level for the Personnel Review Committee for the budget year 2018.

Second: Neil Shortlidge

Motion carried: 5 to 2

Ayes: Bethany Griffith, Nancy Hupp, JR Riley, Amy Ruo, Neil Shortlidge

Nays: John Nelson, Pam Robinson

ADJOURNMENT

Motion: Amy Ruo moved to adjourn

Second: Neil Shortlidge

Motion carried 7 to 0.

The meeting adjourned at 6:05 p.m.	
DATE	

SECRETAR	Y			
	John Nelson			
CHAIR		SIGNED		
	Pam Robinson		Sean Casserley	



Briefing Sheet

To: Johnson County Library Board of Directors

From: Michelle Beesley, IT Manager

Date: January 12, 2017

Issue: Whether to approve renewal of SirsiDynix software maintenance renewal in an amount not to exceed \$170,327.32.

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

SirsiDynix provides libraries with Integrated Library System (ILS) software. This software is the core database that enables all day-to-day functions in the Library. The ILS software maintains records for all items in the collection, all patron cardholders, and all activity performed. Patrons interact with the software through multiple interfaces including the BiblioCommons web catalog, 3M checkout machines and automated sorters. Staff interact with the system through a "Workflows" client application provided with the software to manage the entire lifecycle of an item in the collection.

REVIEW BY BOARD COUNSEL:

Agreement reviewed and approved by Fred Logan.

RECOMMENDATION:

That the Johnson County Library Board of Directors approve the renewal of SirsiDynix software maintenance renewal in an amount not to exceed \$170,327.32

BUDGET IMPACT:

This is a budgeted purchase

PERSON(S) RESPONSIBLE:

Michelle Beesley, IT Manager

Invoice



Page 1/1 Invoice INVMT030196 Date 5-Jan-17

Sirsi Corporation

SirsiDynix Technology Center 3300 North Ashton Boulevard Lehi UT 84043

Bill To: Johnson County Library

9875 W. 87th Street
Overland Park KS 66212

Purchase Order No.	Customer ID	Due on or Before		
	320235	4-Feb-17		
Item Number	Description	Unit Price	Ext. Price	
30-95000-110	Symphony	\$124,214.39	\$124,214.39	
30-95000-551	Enriched Content-Basic	\$25,211.12	\$25,211.12	
30-95000-553	Enriched Content-Elements	\$2,843.20	\$2,843.20	
30-95000-583	Oracle Renewal	\$12,790.88	\$12,790.88	
30-95000-700	SIP/SIP2 License	\$5,267.73	\$5,267.73	
	Effective Period:			
	January 1, 2017 - December 31,			
	2017			

 Subtotal
 \$170,327.32

 Tax
 \$0.00

 Trade Discount
 \$0.00

 Total
 \$170,327.32

For questions, Please Contact: Barbara M Caradine @ 800-288-8020 ext 5566 or barbara.caradine@sirsidynix.com

Please Remit Payment to: SirsiDynix #774271, 4271 Solutions Center, Chicago, IL 60677-4002

SirsiDynix is an Affirmative Action/Equal Opportunity employer and is proud to have a drug-free environment.

International Customers: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited. Upon payment of this invoice, Customer agrees that SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

If paying by wire please reference the invoice number on your bank instructions.



SCHEDULE/EXHIBIT "A"

Johnson County Library

Item Number	Item Description	Serial Number	Qty	Coverage E	Effective Dates	EOL Date	Price	Price
10015	SirsiDynix Symphony Additional Branch Fee (ea)		1		- 31/Dec/17		249.36	
M-1987	Authority Control		1		- 31/Dec/17		0.00	
M-2228	Information Gateway		1		- 31/Dec/17		0.00	
M-2291	Migration Included		1		- 31/Dec/17		0.00	
M-2358	ReferenceLIBRARIAN		1		- 31/Dec/17		0.00	
			1				0.00	
M-2369	Reporting Module		•		- 31/Dec/17			
M-2436	Standard Sirsi System Software		1		- 31/Dec/17		0.00	
M-2554	Unicorn Migration Package		1		- 31/Dec/17		123,965.03	
M-2638	User Request Module		1		- 31/Dec/17		0.00	
M-2630	Unique Management Interface		1		- 31/Dec/17		0.00	
M-2648	Webcat WWW Catalog		1		- 31/Dec/17		0.00	
M-2664	WorkFlows Staff Clients		450	1/Jan/17	- 31/Dec/17		0.00	
M-2713	Z39.50 Version 3 Server		1	1/Jan/17	- 31/Dec/17		0.00	
					Symphony		124,214.39	124,214.39
M-2398	Serials Control		1	1/Jan/17	- 31/Dec/17		0.00	
					Serials		0.00	0.00
M-1924	9XX Order Interface (Acq.)		1	1/Jan/17	- 31/Dec/17		0.00	
M-1960	Acquisitions and Fund Acctng		1	1/Jan/17	- 31/Dec/17		0.00	
M-2082	EDI Electronic Ordering		1	1/Jan/17	- 31/Dec/17		0.00	
					Acquisitions		0.00	0.00
M-2324	Outreach Module		1	1/Jan/17	- 31/Dec/17		0.00	
				Outreac	h/Homebound		0.00	0.00
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)		5100	1/Jan/17	- 31/Dec/17		25,211.12	
			Enriched Co	ntent-Basic	Subscription		25,211.12	25,211.12
12219	Enriched Content Video and Music Profiles Single Element Subscription for	r Public L	5106	1/Jan/17	- 31/Dec/17		2,843.20	
			Enriched Conte	nt-Elements	Subscription		2,843.20	2,843.20
M-1922	4 Port TalkToMe System		1	1/Jan/17	- 31/Dec/17		0.00	
	•			Custom	er Notification		0.00	0.00
M-2272	MARC Import/Export Utilities		1	1/.lan/17	- 31/Dec/17		0.00	
	The tree important of the control of		· · ·	17001111	MARC Utility		0.00	0.00
M-2323	Oracle RDBMS		1	1/ lan/17	- 31/Dec/17		12,790.88	
WI-2323	Ofacie RDBMO		!		racle Renewal		12,790.88	12,790.88
NA 0046	Dibli		4				•	,
M-2016	Bibliographic and Inv. Control		1		- 31/Dec/17		0.00	
M-2253	Inventory Control		1	1/Jan/17	- 31/Dec/17 Cataloging		0.00	0.00
								0.00
M-2002	Backup Circulation		1		- 31/Dec/17		0.00	
M-2044	Circulation Control		11	1/Jan/17	- 31/Dec/17		0.00	0.00
					Circulation		0.00	0.00
10034	SirsiDynix Symphony Universal SIP2		11		- 31/Dec/17		5,267.73	
				SIF	P/SIP2 License		5,267.73	5,267.73
M-2192	iBistro/iLink Suite		1		- 31/Dec/17		0.00	
				S	irsiDynix PAC		0.00	0.00
11175	API		1	1/Jan/17	- 31/Dec/17		0.00	
12905	API - Web Services SDK for Libraries Internal Use - included with API sub	scription	1	1/Jan/17	- 31/Dec/17		0.00	
					API Services		0.00	0.00
M-2788	3M Self Check Interface		1	1/Jan/17	- 31/Dec/17		0.00	
					ware Renewal		0.00	0.00
	All prices are in U.S. Dollars and are							
							170,327.32	170,327.32

Any questions regarding this schedule can be directed to: Barbara Caradine barbara.caradine@sirsidynix.com

File: Johnson County Library GC# 320235

MASTER AGREEMENT BETWEEN JOHNSON COUNTY LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

- **1.1 Parties and Effective Date.** This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").
- **1.2 Purpose.** This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.
- 1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.
- **1.4 Incorporation of EULAs.** Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.
- **1.5 Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

- **2.1 Generally.** Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.
- 2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. 2.2.2 Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated

on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. 2.3.2 Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. 2.3.3 Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. 2.3.4 Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous. defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks

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	SirsiDynix
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connected to the Subscriptions, not to interfere with another customer's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. 2.3.5 The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. 2.3.6 In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

- 2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. 2.4.2 Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.
- 2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. 2.5.2 Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. 2.5.3 SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. 2.5.4 For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. 2.5.5 If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. 2.5.6 If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. 2.5.7 Fees for Maintenance Services do not include implementation, training and other Professional Services. 2.5.8 It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the

Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. 2.5.9 In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. 2.5.10 For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

- 2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. 2.6.2 SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.
- 2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.
- 2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.
- Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise: (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof;

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(vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

- **2.10 Customer Data.** SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.
- **2.11 License Grant by Customer.** Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.
- **2.12 Enforcement.** Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

- 3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. 3.1.2 Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.
- **3.2 Taxes**. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.
- **3.3 No Contingencies.** Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

- **4.1 Non-Disclosure**. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.
- **4.2 Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains

any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5 PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

- 6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. 6.1.2 SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. 6.1.3 If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.
- **6.2 By Customer.** To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive

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Customer Initial and Date:	Confidential
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File: Johnson County Library GC# 320235

remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

- 7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.
- 7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.
- 7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.
- 7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.
- 7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY

INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

EXCLUSION AND LIMITATION OF LIABILITY

- 8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.
- 8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

TERM AND TERMINATION

- Term of Master Agreement. Subject to Section 10.12 below, the 9.1 term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.
- **Product and Services Term.** The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Initial Term shall renew for 12 month renewal terms with Customer's consent. Customer's payment of its annual maintenance invoice at the beginning of each renewal term shall be considered sufficient consent to renew. The Initial Term and renewal terms are referred to as the "Term".
- 9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement 9.3.2 Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.
- Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

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10. GENERAL PROVISIONS

- **10.1 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.
- 10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.
- 10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.
- **10.4 Delegation.** SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.
- 10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software Restricted Rights (June 1987)".
- **10.6 Export**. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.
- **10.7 Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.
- 10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.
- **10.9 Notices.** Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email

to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

- **10.10 Relationship.** The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- **10.11 Invalidity.** If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- **10.12 Survival.** The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.
- 10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.
- 10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.
- **10.15 Third Party Beneficiaries.** All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.
- **10.16 Governing Law.** The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws.
- **10.17 Application of Laws**. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.
- **10.18 Counterparts.** The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.
- **10.19 Headings and Drafting**. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master

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Customer Initial and Date:

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Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

END OF MASTER AGREEMENT

Johnson County Library 9875 W 87th Street Overland Park, Kansas 66212	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign:	Sign:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Customer Initial and Date:	

File: <u>Johnson County Library</u> <u>GC# 320235</u>

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does <u>not</u> have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date:	Confidential
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Renewal Quote

Dear Colleagues,

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

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

In the event that we have not heard back from you beforehand, your formal Renewal Invoice will be generated and sent out approximately <u>15 days</u> prior to your renewal date, with payment due on or before your renewal date.

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

Best Regards,

Your SirsiDynix Billing Team



Renewal Quote: 32023520160921AP

Johnson County Library

Item Number	Item Description	Serial Number	Qty	Coverage E From	ffective Dates To	EOL Date	Price
10015	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Jul/17	- 31/Dec/17		
M-1987	Authority Control		1	1/Jan/17	- 31/Dec/17		
M-2228	Information Gateway		1	1/Jan/17	- 31/Dec/17		
M-2291	Migration Included		1	1/Jan/17	- 31/Dec/17		
M-2358	ReferenceLIBRARIAN		1	1/Jan/17	- 31/Dec/17		
M-2369	Reporting Module		1	1/Jan/17	- 31/Dec/17		
M-2436	Standard Sirsi System Software		1	1/Jan/17	- 31/Dec/17		
M-2554	Unicorn Migration Package		1	1/Jan/17	- 31/Dec/17		
M-2638	User Request Module		1	1/Jan/17	- 31/Dec/17		
M-2630	Unique Management Interface		1	1/Jan/17	- 31/Dec/17		
M-2648	Webcat WWW Catalog		1	1/Jan/17	- 31/Dec/17		
M-2664	WorkFlows Staff Clients		450	1/Jan/17	- 31/Dec/17		
M-2713	Z39.50 Version 3 Server		1	1/Jan/17	- 31/Dec/17		
M-2398	Serials Control		1	1/Jan/17	- 31/Dec/17		
M-1924	9XX Order Interface (Acq.)		1	1/Jan/17	- 31/Dec/17		
M-1960	Acquisitions and Fund Acctng		1	1/Jan/17	- 31/Dec/17		
M-2082	EDI Electronic Ordering		1	1/Jan/17	- 31/Dec/17		
M-2324	Outreach Module		1	1/Jan/17	- 31/Dec/17		
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)		5100	1/Jan/17	- 31/Dec/17		
12219	Enriched Content Video and Music Profiles Single Element Subscription for Public Librar		5106	1/Jan/17	- 31/Dec/17		
M-1922	4 Port TalkToMe System		1	1/Jan/17	- 31/Dec/17		
M-2272	MARC Import/Export Utilities		1	1/Jan/17	- 31/Dec/17		
M-2323	Oracle RDBMS		1	1/Jan/17	- 31/Dec/17		
M-2016	Bibliographic and Inv. Control		1	1/Jan/17	- 31/Dec/17		
M-2253	Inventory Control		1	1/Jan/17	- 31/Dec/17		
M-2002	Backup Circulation		1	1/Jan/17	- 31/Dec/17		
M-2044	Circulation Control		1	1/Jan/17	- 31/Dec/17		
10034	SirsiDynix Symphony Universal SIP2		1	1/Apr/17	- 31/Dec/17		
M-2192	iBistro/iLink Suite		1	1/Jan/17	- 31/Dec/17		
11175	API		1	1/Jan/17	- 31/Dec/17		
12905	API - Web Services SDK for Libraries Internal Use - included with API subscription		1	1/Jan/17	- 31/Dec/17		
10535	Data Services - Authority Annual Subscription - Monthly Update Service		1	1/Jan/17	- 31/Dec/17		
M-2788	3M Self Check Interface		1	1/Jan/17	- 31/Dec/17		
	All prices are in U.S. Dollars and are						
	exclusive of taxes unless otherwise noted.					Total	175,183.95
	Applicable taxes will be added to all invoices. If you are tax exempt please submit a current exemption form along with the signed quote.						
	Signature authorizes SirsiDynix to raise an invoice						
	in accordance with this quote.	-		Si	gnature		Date
	Any questions regarding this quote can be directed to:	<u>-</u>					
	Andy Pratt andy.pratt@sirsidynix.com			Please Prin	t Name and Titl	е	



Briefing Sheet

To: Johnson County Library Board of Directors

From: Michelle Beesley, IT Manager

Date: January 12, 2017

Issue:

Whether to approve renewal of 3M hardware maintenance renewal in an amount not to exceed \$153,501.13

Background:

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

Bibliotheca/3M provides libraries with hardware systems that enable tracking and handling of materials. The hardware includes Self-Checkout systems, RFID tag reading and detection systems, and automated materials handling (sorting) systems.

RECOMMENDATION:

That the Johnson County Library Board of Directors approve the renewal of Bibliotheca/3M hardware maintenance renewal in an amount not to exceed \$153,301.13.

BUDGET IMPACT:

This is a budgeted purchase

PERSON(S) RESPONSIBLE:

Michelle Beesley, IT Manager



Licensee Bill To:

Johnson County Library - Main - Johnson County Library Michelle Beesley 9875 W 87th St Overland Park KS 66212-4565 United States of America

beesleym@jocolibrary.org

Tel: (913) 826-4600

Quote Date: 11/09/2016

Quote Number: QUO-47511-B1N3

System Licensee:

Johnson County Library - Main - Johnson County

Library

Michelle Beesley 9875 W 87th St

Overland Park KS 66212-4565 United States of America

Sales Contact: Contract Team Sales Phone: 800-328-0067

Sales Email: Sales-US-Contracts@bibliotheca.com

Contract ID: US42443

UM32004 Consolidated to US42443 February 1st, 2017 - January 31st, 2018 Renewal Quote expires (180) days from Quote Date above.

Item ID	Item Type	Quantity	Sale Price	Sub Total
SUP000002-000-US	Annual Support and Maintenance Renewal (After 1st Year) Contract Term: Feb 01, 2017 - Jan 31, 2018	1	\$136,109.630	\$136,109.63

Total (Less Sales Tax): \$136,109.63

Grand Total:	\$136,109.63
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3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.



Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Blue Valley Library	AMH Induction:2820	28200077	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Blue Valley Library	AMH Induction:2820	28200078	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Main	AMH Induction:2820	28200079	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Main	AMH Induction:2820	28200080	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Leawood Library	AMH Induction:2820	28200106	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Leawood Library	AMH Induction:2820	28200107	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Leawood Library	AMH Induction:2830	283000047	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Main	AMH Induction:2830	28300029	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Blue Valley Library	AMH Induction:2830	28300032	1	02/01/17	01/31/18	\$3,904.00
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500141	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500142	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500143	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Leawood Library	AMH Sortation:2850 FX	28500194	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Leawood Library	AMH Sortation:2850 FX	28500195	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Main	AMH Sortation:2850 FX	2850a053	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Main	AMH Sortation:2850 FX	2850b053	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Main	AMH Sortation:2850 FX	2850c053	1	02/01/17	01/31/18	\$1,030.00
Johnson County Library - KS - Blue Valley Library	AMH Controller:2855 FX	28550052	1	02/01/17	01/31/18	\$2,160.00
Johnson County Library - KS - Main	AMH Controller:2855 FX	28550053	1	02/01/17	01/31/18	\$2,160.00
Johnson County Library - KS - Leawood Library	AMH Controller:2855 FX	28550070	1	02/01/17	01/31/18	\$2,160.00
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2860 FX	28600077R	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2860 FX	28600078L	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Main	AMH Conveyance:2860 FX	28600080R	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Main	AMH Conveyance:2860 FX	28600081L	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Leawood Library	AMH Conveyance:2860 FX	28600112R	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Leawood Library	AMH Conveyance:2860 FX	28600117L	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Main	AMH Conveyance:2860 FX	28600350L	1	02/01/17	01/31/18	\$768.63
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2863 FX	28630027	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Leawood Library	AMH Conveyance:2863 FX	28630040	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2864 FX	28640011	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Main	AMH Conveyance:2864 FX	28640012	1	02/01/17	01/31/18	\$773.00
Johnson County Library - KS - Oak Park Library	Selfcheck:8405	84050005	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Oak Park Library	Selfcheck:8405	84050006	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Leawood Library	Selfcheck:8405	84050007	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Leawood Library	Selfcheck:8405	84050008	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Lackman Library	Selfcheck:8422	84220423	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Lackman Library	Selfcheck:8422	84220424	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Lackman Library	Selfcheck:8422	84220425	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Lackman Library	Selfcheck:8422	84220426	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Gardner Library	Selfcheck:8422	84220494	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Gardner Library	Selfcheck:8422	84220497	1	02/01/17	01/31/18	\$1,690.00

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Johnson County Library - KS - Desoto Library	Selfcheck:8422	84220778	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Spring Hill Library	Selfcheck:8422	84220779	1	02/01/17	01/31/18	\$1,690.00
Johnson County Library - KS - Shawnee Library	SmartChute:877	87700414	1	02/01/17	01/31/18	\$2,197.00
Johnson County Library - KS - Shawnee Library	SmartChute:877	87700415	1	02/01/17	01/31/18	\$2,197.00
Johnson County Library - KS - Corinth Library	RFID Detection Sys:9101DM	91100556	1	02/01/17	01/31/18	\$1,171.00
Johnson County Library - KS - Main	RFID Detection Sys:9102DM	91200257	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Antioch	RFID Detection Sys:9102DM	91200258	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Lackman Library	RFID Detection Sys:9102DM	91200270	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Blue Valley Library	RFID Detection Sys:9102DM	91200351	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Gardner Library	RFID Detection Sys:9102DM	91200509	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Oak Park Library	RFID Detection Sys:9102DM	91200519	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Oak Park Library	RFID Detection Sys:9102DM	91200520	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Corinth Library	RFID Detection Sys:9102DM	91200564	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Leawood Library	RFID Detection Sys:9102DM	91200565	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Leawood Library	RFID Detection Sys:9102DM	91200567	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Shawnee Library	RFID Detection Sys:9102DM	91200631	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Cedar Roe Library	RFID Detection Sys:9102DM	91200647	1	02/01/17	01/31/18	\$1,473.00
Johnson County Library - KS - Shawnee Library	Selfcheck:8405	9410083	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Corinth Library	Selfcheck:8405	9410084	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Blue Valley Library	Selfcheck:8405	9410085	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Blue Valley Library	Selfcheck:8405	9410088	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Blue Valley Library	Selfcheck:8405	9410089	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Blue Valley Library	Selfcheck:8405	9410090	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Oak Park Library	Selfcheck:8405	9410257	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Leawood Library	Selfcheck:8405	9410258	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Leawood Library	Selfcheck:8405	9410259	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Corinth Library	Selfcheck:8405	9410260	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Antioch	Selfcheck:8405	9410261	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Antioch	Selfcheck:8405	9410262	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Antioch	Selfcheck:8405	9410263	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Shawnee Library	Selfcheck:8405	9410264	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Corinth Library	Selfcheck:8405	9410265	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Shawnee Library	Selfcheck:8405	9410266	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Main	Selfcheck:8405	9410267	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Cedar Roe Library	Selfcheck:9410F	9410268	1	02/01/17	01/31/18	\$1,374.00
Johnson County Library - KS - Oak Park Library	Selfcheck:8405	9410269	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Cedar Roe Library	Selfcheck:9410F	9410270	1	02/01/17	01/31/18	\$1,374.00
Johnson County Library - KS - Corinth Library	Selfcheck:8405	9410271	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Blue Valley Library	Selfcheck:8405	9410272	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Main	Selfcheck:9410F	9410273	1	02/01/17	01/31/18	\$1,374.00
Johnson County Library - KS - Main	Selfcheck:8405	9410274	1	02/01/17	01/31/18	\$1,337.00
Johnson County Library - KS - Main	Selfcheck:8405	9410275	1	02/01/17	01/31/18	\$1,337.00



Johnson County Library - KS - Main

Selfcheck:8405

9410276

02/01/17

01/31/18

\$1,337.00



TERMS AND CONDITIONS

WHAT WE WILL DO:

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

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

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

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

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

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

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

For further details concerning the services offered under the different Bibliotheca service levels, please refer to our Service Level Brochure.

Submit Purchase Order by fax to 1-877-689-2269 or by email to sales-us-contracts@bibliothe	eca.com.
Accepted By:	
Accepted Date:	
Customer Purchase Order Number:	



11/09/2016

QUO-47510-L1N6

Service and Maintenance/Extended Warranty Quote

Licensee Bill To:

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

beesleym@jocolibrary.org

United States of America

Tel: (913) 826-4526

System Licensee:

Johnson County Library - Main - Johnson County

Library

Quote Date:

Quote Number:

Michelle Beesley 9875 W 87th St

Overland Park KS 66212-4565 United States of America

Sales Contact: Contract Team Sales Phone: 800-328-0067

Sales Email: Sales-US-Contracts@bibliotheca.com

Contract ID: US54885

February 1st, 2017- January 31st, 2018

Renewal

Quote expires (180) days from Quote Date above.

Item ID	Item Type	Quantity	Sale Price	Sub Total
SUP000002-000-US	Annual Support and Maintenance Renewal (After 1st Year) Contract Term: Feb 01, 2017 - Jan 31, 2018	1	\$17,391.500	\$17,391.50

Total (Less Sales Tax): \$17,391.50

Grand Total: \$17,391.50

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.



	,					
Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204222	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204223	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204554	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204555	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204556	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204557	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204558	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1204973	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN:895	P1204974	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN:895	P1204975	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN:895	P1204976	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1204977	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN:895	P1204978	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Antioch	RFID STF WKSTN:895	P1204979	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN:895	P1204980	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Gardner Library	RFID STF WKSTN:895	P1204981	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1204982	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Lackman Library	RFID STF WKSTN:895	P1204983	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Antioch	RFID STF WKSTN:895	P1204984	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Antioch	RFID STF WKSTN:895	P1204985	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Lackman Library	RFID STF WKSTN:895	P1204986	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Lackman Library	RFID STF WKSTN:895	P1204987	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN:895	P1204988	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN:895	P1204989	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Gardner Library	RFID STF WKSTN:895	P1204990	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1205013	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1205014	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1205015	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Desoto Library	RFID STF WKSTN:895	P1205016	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN:895	P1205017	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1205018	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Edgerton Library	RFID STF WKSTN:895	P1205019	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN:895	P1205020	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1205021	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:895	P1205022	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Gardner Library	RFID STF WKSTN:895	P1205023	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN:895	P1205024	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN:895	P1205025	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Desoto Library	RFID STF WKSTN:895	P1205026	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN:895	P1205027	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1205028	1	02/01/17	01/31/18	\$380.00



Service and Maintenance/Extended Warranty Quote

Johnson County Library - KS - Shawnee Library	RFID STF WKSTN:895	P1205029	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN:895	P1205030	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Spring Hill Library	RFID STF WKSTN:895	P1205308	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Spring Hill Library	RFID STF WKSTN:895	P1205309	1	02/01/17	01/31/18	\$380.00
Johnson County Library - KS - Main	RFID STF WKSTN:896	P1213985	1	02/01/17	01/31/18	\$145.75
Johnson County Library - KS - Main	RFID STF WKSTN:896	P1213986	1	02/01/17	01/31/18	\$145.75



Service and Maintenance/Extended Warranty Quote

TERMS AND CONDITIONS

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Submit Purchase Order by fax to 1-877-689-2269 or by email to sales-us-contracts@bibliotheco	.com.
Accepted By:	
Accepted Date:	
Customer Purchase Order Number:	

JOHNSON COUNTY LIBRARY

SUMMARY OF NEW AND/OR RENEWED CONTRACTS Nov-16

VENDOR ChargePoint Alexander Open Systems, Inc.	DESCRIPTION Electric vehicle charging station Network data backup solutions	AMOUNT \$1,120.00 \$57,175.77
	Total	\$58,295.77
	SIGNED:	
	Finance Director	

JOHNSON COUNTY LIBRARY GIFT FUND TREASURER'S REPORT

Period: NOV-2016

		Receipts	Payments	Balance
Opening ca	sh balance			\$217,118.81
	Add Receipts	\$53.27		
	Less Payments		\$340.80	
Ending Cas	Ending Cash balance			\$216,831.28
	Less Liabilities		\$341.76	
Unobligate	d cash balance			\$216,489.52

APPROVED:	
_	
SIGNED:	



Briefing Sheet

To: Johnson County Library Board of Directors

From: Adam Wathen, Collection Development Manager

Date: January 12, 2017

Issue: Whether to approve revisions to the Collection Development policy.

Background: The purpose of the collection development policy is to guide what materials are selected for the collection. The policy is reviewed, updated and brought before the Library Board for approval every other year.

At the December 8, 2016 Library Board, suggested changes to the Collection Development policy were presented to the Board. The recommended changes fit into three different categories: simplification and generalization, updates to current practice and changes to selection criteria.

Budget: No direct costs.

Recommendation:

That the Library Board of Directors approve the revised Collection Development policy.

Suggested Motion:

I move that the Library Board of Directors approve the revised Collection Development policy.



Collection Development Policy

Revisions Adopted by the Johnson County Library Board of Directors January 8, 201512, 2017

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Commented [WAJ1]: We will adjust all numbering after changes have been approved and made to document.

APPENDIX

Library Bill of Rights	ARM 10-20-10	Appendix A40
Freedom to Read	ARM 10-20-30	Appendix B42
Freedom to View	ARM 10-20-31	Appendix C48

COLLECTION DEVELOPMENT POLICY

PURPOSE

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

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

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

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

The Library's core resource, its collection, supports the basic services and goals outlined in its Mission Statement, Vision Statement, Values Statement, and the Comprehensive Library Master Plan anticipated in 2015. These statements provide the fundamental guidelines for selecting library materials.

Mission Statement

1.1 The Johnson County Library provides access to ideas, information, experiences, and materials that support and enrich people's lives.

Vision Statement

- **1.2** Johnson County Library creates an environment for people:
 - to learn
 - to explore
 - to enjoy
 - to create
 - to connect

Values Statement

- 1.3 The Johnson County Library Board and staff are honored to operate this public library in trust for the citizens of our community. These are the values which guide our service:
 - <u>Customer needs come first:</u> We place the highest priority on service to our customers and treat every request with equal value.
 - <u>People are respected:</u> We recognize the contributions of our staff and we treat all our customers and each other with respect.
 - Access to information is ensured: We ensure access to information for people of all ages, abilities, and means.
 - This is a learning organization: We commit to the professional growth and enrichment of our staff and volunteers.
 - Freedom of information is protected: We protect your freedom to read and view all library information.
 - Privacy and confidentiality are rights: We safeguard your right to request and obtain information in confidence.
 - <u>Basic services are provided without charge:</u> We provide basic library services free of charge.
 - Quality service is important: We strive to deliver the highest quality services possible.

- We are stewards of community resources: We respect
 the contributions of the community to its library. We hold
 ourselves accountable for the efficient and effective use
 of all resources which you commit to us--people, time,
 assets, and funds.
- Integrity is a commitment: We follow the highest ethical standards which have been adopted by Johnson County government and our profession.

Trends, Operating Environment, and Community Composition in Johnson County in 20175

1.4 Information from the <u>Johnson County Library Strategic Plan (2014), the Comprehensive Library Master Plan (2015), Orangeboy, and other appropriate sources demographic analyses-will inform this plan-as it becomes available in 2015.</u>

Commented [WAJ2]: Changes intended to generalize these statements so future changes become less necessary.

Outcomes and Strategies

1.5 The Johnson County Library Strategic Plan (2014) identifies the areas of Education, Community Building, and Convenience as areas of focus through 2018.

Portfolio area 1: Education

Goals:

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

Portfolio area 2: Community Building

Goals:

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

Portfolio area 3: Convenience

Goals:

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

Johnson County Library Collections

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

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

Serials

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

DEFINITIONS

2.0

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

"Selection" refers to the decision that must be made either to add a specific item or type of material to the collection or to retain material already in the collection. It is a means of collection development to meet user needs and does not necessarily reflect the opinions or values of the individual selector or of the Library Board.

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

The words "book," "library materials," and other synonyms, as they may appear in this policy, have the widest

Commented [WAJ3]: These changes are intended to generalize this document so future changes become less necessary.

Commented [WAJ4]: We no longer plan to maintain a business reference collection

possible meaning. All forms of recorded communication, from the traditional printed forms to the latest development in nonprint media are, therefore, included in this definition.

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

"Local" refers to Johnson County and its environs.

"Core" refers to titles designated by Collection Development Team as essential to the library collection and intended to always be in the collection which are intended to remain in the collection despite demand.

"JCL" refers to Johnson County Library.

"The Library" refers to Johnson County Library.

Johnson County Library considers "Teen" includes to be those persons of middle school or high school age.

"Children" includes anyone under the age of 16.

GUIDELINES FOR MATERIALS SELECTION 3.0

General Guidelines

3.1

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

The acquisition of an item is based on its individual value and its relation to the collection as a whole. Reviews in professional journals, such as <u>Kirkus Reviews</u>, <u>Booklist</u>, <u>Library Journal</u>, <u>Choice</u>, <u>Publishers Weekly</u>, <u>School Library Journal</u>, <u>Bulletin of the Center for Children's Books</u>, <u>Horn Book</u>, <u>Video Librarian</u>, and <u>New York Times Book Review</u>, and subject-specific periodicals as well as other authoritative sources are consulted for all types of materials for all ages of patrons.

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

Commented [WAJ5]: Simplified and consistent

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

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

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

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

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

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

The Library does not exclude certain materials from selection solely because of their vulnerability to mutilation or theft.

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

Evaluation

3.2

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

Controversial Subjects/ Items

3.3 The Library recognizes that some materials are controversial. Decisions for the addition of materials are not made on the basis of any anticipated approval or disapproval, but solely on the merits of the work in relation

to building the collection and serving the diverse needs and interests of the community as outlined in the first section of the **Collection Development Policy**. Each library user or group of users has the right to free access to any of the materials in the Library's collection.

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

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

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

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

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

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

The Library recognizes its responsibility to make available a

representative selection of materials on subjects of interest to its users, including materials on various sides of controversial questions--religious, social, political, or economic--to enable patrons to make up their own minds about controversial subjects. Variety and balance of opinion are sought whenever available. The Library does not label materials by such terms as "pro," "anti," "racist," "rightist," or "leftist."

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

Criteria for Selection

- 3.4 An item in any category does not have to meet all guidelines or criteria to be selected. Criteria used as a basis for selection are:
 - Materials should meet high standards of quality in content, accuracy, expression, and format.
 - Content should be timely, or timeless, authoritative, and significant in subject matter.
 - Items should be of immediate or anticipated interest to individuals or to the community as indicated by patron requests, the circulation history of the author's previous works, or publicity.
 - Materials should meet demonstrable demand, indicated through patron request, circulation patterns, holds, or other data.
 - Materials should include the widest possible coverage of subjects and viewpoints consistent with the needs of the community, the budget available, and the defined limits of the collection.
 - Materials should meet standards of physical and technical excellence.
 - Because of the significant initial investment of staff time and collection funds, new formats are acquired when demand and availability indicate that the format is commercially viable and adequate staffing, equipment and space is available to support their use.
 - Materials are acquired to support the Library's Mission Statement and Vision Statement.
 - Locally produced materials are acquired with the

intention of providing access to local content and supporting local creation of content.

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

General Factors for All Types of Materials

- · Lasting value of the work
- · Reputation and significance of the author
- · Reputation and significance of the illustrator
- Reputation and professional standing of the publisher or producer of the work
- Quality of artwork
- Quality of visual representation of information
- Suitable format
- Popular appeal
- · Popularity of the subject
- Sustained interest
- Compliance with stated collection goals
- Local interest
- Price
- Budget guidelines and constraints
- Professional judgment
- Strengths and weaknesses of the collection
- Appearance of title in special bibliographies or indexes
- Materials may be selected even though they contain words, scenes, and ideas which some may find objectionable, provided they are necessary to portray a period, environment, character, or incident with sincerity and truth.
- Inclusion in core lists

Demonstrable demand

Nonfiction

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

Fiction

- · Quality of the writing; style, suitable dialog
- · Believability of the plot and characterization
- · Originality of the work
- · Literary merit
- · Authenticity of the historical, regional, or social setting
- Representation of important movement (literary or social), genre, trend, or national culture

Children's

- Literary content
- · Appropriateness for intended audience
- Realistic Portrayal of a spectrum of life situations,
- social issues, childhood experiences, and emotions
- Emphasis on positive attitudes
- Readability
- · Appeal of the format
- Titles which do not meet literary standards may be chosen to fulfill emotional needs, serve as stepping stones to better reading, or to serve some other special purpose.
- Materials which advocate violence or defame race, gender, or religion are avoided.

Commented [WAJ6]: The changes to the "children's" criteria reflect the inclusive nature of our children's book collection instead of the exclusive statements that ask us to lean toward "positive attitudes" or avoid materials.

We can cite many examples of beloved children's books and characters which present a worldview that some would find inappropriate or even deplorable for children. We wish to present a broad spectrum of children's literature which portrays "life situations, social issues, childhood experiences, and emotions."

Examples include:

-Maurice Sendak's "Where the Wild Things Are" where the main character Max exhibits a negative attitude throughout.
-Shel Silverstein's "The Giving Tree" which is a sad story and often -Margaret Wise Brown's (author of the much beloved "Goodnight Moon") "Dead Bird" in which a group of children encounter a dead bird and deal with the reality of the sadness of the bird, the burial,

and the acknowledgement of the death.

-A.A. Milne's Fevore

-A.A. Milne's Eeyore -Charles Schulz's Charlie Brown

-Roald Dahl's books from Matilda to Charlie and the Chocolate factory where children are depicted in horrifying and abusive situations

-Warner Brothers Looney Toons cartoons which can be argued to celebrate (advocate?) violence

-and even various versions of Anne Frank's biography interpreted for small children do not exclude her death.

Teen

 Follows fiction/non-fiction criteria and is discerned by age level of intended audience and/or depiction of characters in the work.

Periodicals

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

Audiovisual

- Reputation and significance of artists, performers, producers, directors, or others who participate in the creation of the work
- · Superiority of the audiovisual format to print for the subject
- · Scarcity of information in other formats
- Significance of the literary work upon which an audiovisual item is based

eContent and Databases

- Content replaces, enhances, or supports other resources
- Content is not adequately covered by other resources
- Authority of creator
- · Currency of material, update frequency
- · Depth, breadth, and diversity of content
- Full-text content and multimedia content
- Accessibility to the average library user as judged by factors such as interface, navigation, search modes, help and tutorials, output options (printing and electronic delivery), and aesthetics
- · Reliability and stability of vendor

Commented [WAJ7]: eContent is no longer just supplemental.

This statement indicates that eContent is a solution we look to if other formats are not sufficient.

- Ease of maintenance and vendor support
- Hardware and software requirements and compatibility with other equipment
- Licensing for remote access
- · Favorable licensing terms for access and use
- Affordable pricing
- Availability of usage statistics in compliance with recognized, uniform standards
- Favorable critical opinion among library professionals and in library literature
- Supportive of JCL relationships with patrons

RESPONSIBILITY FOR MATERIALS SELECTION AND DESELECTION

4.0

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

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

Branch Managers are responsible for the physical maintenance of the collections at their branches and for informing the Collection Development Team of collection needs.

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

Commented [WAJ8]: There are times when vendors have tried to use the library relationship to develop direct-to-customer sales relationships with our patrons. We prefer that eContent vendors support our library relationships with patrons.

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

RELATIONSHIPS TO OTHER LIBRARIES, INSTITUTIONS, AND ORGANIZATIONS 5.0

Johnson County Library serves a diverse population with diverse informational and reading needs. While the Library seeks to meet the needs of all its patrons by providing appropriate collections, it cannot own all materials or resources. To bridge this gap, the Library participates actively in extensive local, state, regional, and national networks to connect patrons with resources outside the scope of the Johnson County Library.

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

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

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

COLLECTION MANAGEMENT 6.0

Duplicates

6.1 Duplication of titles is determined by popular demand, importance of the book to the collection, and budget.

Materials on subjects of interest are ordered in multiple copies by selectors with knowledge of the collections'

strengths and weaknesses and of the public's needs for information. Material of special local interest is duplicated throughout the system.

Titles may be duplicated in adult and youth collections and reference and circulating collections as need warrants. Basic titles in the adult and youth collections are identified and duplicated to improve the likelihood that patrons will find the materials they want immediately available at their local branches.

Need Versus Demand

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

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

Replacements

6.3

6.4

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

Preservation

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

Weeding

- **6.5** Weeding is the removal of an item from the collection. Criteria for weeding include:
 - Duplicates of titles no longer in high demand
 - · Out-of-date titles
 - Superseded editions
 - Items which are worn out, damaged, or shabby
 - Items of poor quality with missing parts or on poor quality stock

Commented [WAJ9]: "First copy" is an unusually specific marker here. Edits broaden the context of this statement and come closer to the spirit of this statement.

Commented [WAJ10]: Change to a positive view of resource management instead of a perspective of scarcity.

- Underused or unneeded materials
- Inadequate space to house or store materials

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

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

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

POLICIES BY CLIENTELE SERVED

7.0

Adults

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

Commented [WAJ11]: Removing "reference" avoids potential confusion with "reference collection"

95

Teens

7.2 Teen materials are selected for middle school through high school grades. Teen collections are designed to complement the recreational reading, listening, and viewing materials available at Johnson County Library. Materials in the teen nonfiction collection concern topics of interest to young people, with a focus on personal, social, and emotional needs.

Children

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

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

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

Individuals with Visual Disabilities 7.4

The Library provides materials in various formats, including

largeprint and audiobooks for individuals with visual disabilities.

Materials in Braille are not acquired for the book collections.

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

Individuals with Hearing Disabilities

7.6

7.7

7.8

8.1

7.5 In accordance with ADA guidelines, when available DVDs and eVideo content are purchased that include closed-captioning.

Students

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

Business Community

The Central Resource Library Business Collection provides wide-ranging and current business information to the local business community and to government and nonprofit agencies concerned with business issues. In addition, it is a source of business information to local students and other patrons of the library.

We provide wide ranging, current, and popular business information to our patrons.

Outreach and Programming

While the Collection supports Outreach and Programming function, items in the collection are not purchased specifically to meet demands of Outreach and Programming. Collection Development seeks input and direction from outreach coordinators to develop the collection in ways that support those programs.

POLICIES BY FORMAT OF MATERIALS

8.0 The Library acquires materials in new formats as they become available and expands existing formats as funds budget allows.

Books

The majority of the Library's collection is in book format. Books for the adult collection are purchased in varying formats depending on anticipated use and need for long-

Commented [WAJ12]: We no longer have a specified "Central Resource Library Business Collection." Generalized this statement in deference to the better explanation in section 9.14

Commented [WAJ13]: Change for consistency

term retention in the collection. Library binding is preferred for durability as opposed to trade or book club edition bindings. Children's books of high anticipated use are purchased in prebound trade editions.

Videos

8.2

Video collections are developed in the DVD and eVideo formats for all ages. Video collection development includes both theatrical and nontheatrical titles at all branches. Theatrical videos include movies, plays, short stories, TV shows, and music performances. Nontheatrical videos are informational and are acquired in a broad range of subject areas including history, science, biography, documentary, travel, and how-to.

Videos are not selected on the basis of Motion Picture Association of America ratings. Any film that meets the guidelines for audiovisual selection and the general selection criteria may be purchased.

The Library does not restrict any materials from children. It is the responsibility of the parents or guardians to monitor materials their children select. Sources are available for patrons who wish to evaluate the appropriateness of a particular entertainment film for the intended viewers, or who wish to check Motion Picture Association of America ratings.

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

Audiobooks

8.3

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

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

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

Recorded Music

8.4 Recorded music is collected in the compact disc and electronic formats. A broad range of music is selected for

the collection, including classical, popular and folk music. Recordings of sounds and sound effects are also collected.

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

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

Any recorded music that meets selection guidelines for audiovisual materials and the general selection criteria may be purchased regardless of any warning labels that may have been attached by the manufacturer. The parentaladvisory labels of the Recording Industry Association of America (RIAA) are voluntary.

Newspapers

8.5

8.6

8.7

8.8

The Library purchases all major local newspapers. The Library maintains a representative, but not complete, collection of Kansas newspapers. In addition, the Library purchases at least one major paper from neighboring states and a small selection of papers from major cities in the United States. The Library maintains backfile collections of

the most significant local and national newspapers.

Art Prints

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

Maps

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

Periodicals

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

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

Commented [WAJ14]: This is no longer our practice.

Backfiles of periodicals are retained according to an established schedule.

The preferred format for retention of periodical backfiles is digital. The appropriate format will be evaluated and decisions made based on factors including cost, equipment needs, space, staff, ease of retrieval, full-text coverage of the resource and special features, and unnecessary duplication of holdings.

We purchase popular periodicals in e-format as available and appropriate.

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Government Documents

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

Federal Depository Collection

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

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

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

The preferred format for Government Documents selection is digital.

Kansas State Depository Collection

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

Microforms

8.10 Materials are acquired and/or converted to physical or digital microform instead of, or in addition to, print format for one or more of the following reasons: space and storage limitations, budget limitations, lack of availability of the material in other practical formats, or need to preserve material of permanent reference value and historical importance.

Manuscripts, Rare Books, and Archival Material 8.11

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

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

Printed Music

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

Computer Software and Video Games

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

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

Large Print

8.14 The Library provides large print books.

eResources

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

Realia

8.16 Realia, defined as a three-dimensional artifact or a naturally occurring entity, is not usually acquired under Collection Development. For example, the Library does not acquire objects such as sculptures, globes, board games, seashells, or hand weaving for circulation. The Library does circulate

collections of realia to support outreach and programming functions. For example, electricity meters and Arduino kits are currently available to our patrons.

POLICIES BY SUBJECT OF MATERIAL

9.0

Fiction

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

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

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

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

Non-English Materials

Language

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

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

Commented [WAJ16]: Changes to 9.2 simplify and generalize our document and better reflect current practice.

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

Spanish language collections for adults and children are available. These collections include books, audiovisual materials, and periodicals. Other non-English languages will be considered for development as census data indicates need.

The Library maintains a collection of classic literature so patrons will have access to some examples of world literature written in the original language. The languages included reflect the languages most frequently taught in the area.

The Library has subscriptions to some Newspapers and periodicals written in non-English languages.

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

Medicine and Related Fields

9.3

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

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

Law 9.4

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

Human Sexuality 9.5

It is part of the function of the Library to provide, in adequate quantity for lay readers, general books on sex which are **Commented [WAJ17]:** Redundant with changes to initial paragraph in section.

Commented [WAJ18]: This is no longer a practice. It proved some time ago to not have ROI

Commented [WAJ19]: redundant

Commented [WAJ20]: added to subsume section 9.6

well-balanced, authoritative, and current. Materials are provided which are adapted to several levels of educational background and reading ability, as well as to differing social and religious beliefs. These materials may be illustrated. The objective of such material should be instruction rather than the stimulation of prurient interest.

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

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

Substance Abuse

9.6

The Library provides for the use of parents, teachers, social workers, family members, and others legitimately concerned with the problem of substance abuse, detailed and authoritative information on the subject such as the chemistry, history, and the origin of these substances, their physiological and psychological effects, and the treatment of addiction. Materials are selected on the basis of currency, scientific accuracy, objectivity, and readability.

Commented [WAJ21]: incorporated into 9.3 instead of treated as a separate subject

Semi and Pseudo-Scientific Materials 9.7

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

Religion

- **9.8** Religious materials are purchased for the lay person. Materials include, but are not limited to:
 - Sacred books of major faiths, including important versions of the Bible
 - Doctrines and histories of major religions and denominations with emphasis on those found in the United States
 - Commentaries and concordances
 - Practical aspects of church administration written for the layman

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

Librarianship/ Library Management/ Professional **Materials** 9.9

The Library maintains a circulating collection of library and Information science materials with an emphasis on public library service. Circulating materials are provided for public use. A limited number of professional materials are purchased for staff use only.

Small Press Materials

9.10

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

Local Authors And Local and

Kansas History 9.11

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

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

Genealogy and Heraldry

9.12

The Central Resource Library JCL and the Johnson County Genealogical Society work together to build a genealogy collection that provides the bibliographic tools and materials essential to basic genealogical research. It is a highly

27

Commented [WAJ22]: No longer current practice

selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere. The genealogy collection serves students of all levels, local and regional historians, interested citizens and hobby enthusiasts, and genealogists researching Johnson Countians. It is a non-circulating collection. The print collection is maintained at the Central Resource Library, and digital resources extend access to genealogy tools in the branches.

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

- Very expensive or little used genealogical materials already available in the area are not purchased.
- Geographical considerations:
 - The Library attempts to acquire all materials of genealogical interest which pertain to Johnson County.
 - Genealogical materials from the state of Kansas receive major emphasis.
 Genealogical materials from the East, with particular emphasis on the states which had the most influence on the settling of Kansas (the original 13 colonies, Kentucky, Tennessee, Ohio, Illinois, and Missouri) are collected.
 - Types of materials acquired:
 - Handbooks which explain genealogical principles and procedures
 - Directories and guides to locations of North American records
 - Census records, territorial, state, and federal, and their indexes if available
 - o Immigration and passenger lists
 - Marriage records
 - o Will books
 - o Cemetery indexes
 - Military records
 - o Selected city directories
 - Selected indexes, bibliographies, and reference sources
 - o American genealogical periodicals
- Family histories, unless of prominent Johnson Countians or Kansans, are not purchased. Donations

of family histories are accepted if judged of value by the Library staff and the Johnson County Genealogical Society members.

- Standard reference works on heraldry are acquired to serve the lay person. Highly technical works on heraldry are excluded unless they contain a large number of names.
- Materials in a variety of media and formats are acquired if they meet the criteria for selection.
- Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff.

Regional Reference

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

Local History

9.13.1 Items of historical significance are acquired, and emphasis is also given to the acquisition of materials which contribute to the knowledge of the past and present social, civic educational, religious, economic, and cultural life.

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

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

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

- Information about landmarks
- Histories of counties in Kansas and Missouri that are adjacent to Johnson County
- Information about the westward expansion as it relates to Johnson County

- Information about local flora and fauna, land forms, climatic conditions, and other subjects of a biological and/or scientific nature relating to the area
- Information about the Santa Fe Trail, the Oregon Trail, and the California Trail
- Information about local pioneer days in Kansas and Missouri
- Information about the Civil War as it pertains to the history of the area
- Selected maps and atlases emphasizing Kansas and Johnson County and the Kansas City metropolitan area
- Oral history tapes emphasizing Johnson County
- Information about local civic organizations
- Yearbooks of schools and institutions of higher learning in the Johnson County area

A vertical file of clippings about local history is maintained. Local sources such as community newspapers will be indexed to provide access to information about Johnson County.

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

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

Urban Reference

9.13.2

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

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

It also serves the general public, citizen activists, student researchers, businesses involved in development within

Commented [WAJ23]: no longer practice to have a vertical file

the County, representatives of governmental agencies, and organizations that contribute to the development of the collection such as regional planning agencies or government advisory groups.

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

The Regional Reference Collection includes the following materials:

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

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

Business

Collection

9.14 The Business business Collection of designed to serve the current

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

The collection focuses on serving three major audiences: personal investors, small business owners, entrepreneurs, and patrons seeking career exploration and planning. The kinds of materials collected to support business housed in the Business Collection include, but are not limited to:

 Information on specific companies and industries, with an emphasis on local companies and industries

- Market research data focusing on the metropolitan area and the broader region but including national and international data as well
- Applied business information
- Information on:

Marketing methods

Personnel management

Tax management and accounting

Real estate and insurance issues

- Data on financial market performance and guides to investment management
- Data on and overviews of international business
- Guides to starting and operating small businesses
- Information on careers, particularly mid-life career Change

Since much business information is available only in a variety of specialized formats, the Business Collection contains information in many formats including:

Monographs

32

Commented [WAJ24]: Changes to 9.14 simplify and reflect current practice

- Loose-leaf services
- Periodicals
- Digital indexes and reference tools
- Digital books and periodical articles
- Government documents
- Audiovisual materials

Some of this information is available only from sources not typically tapped by the Library:

- Trade and professional associations
- · Government and non-profit agencies
- · Newsletter services and similar agencies

The collection does not support formal business curriculum by purchasing textbooks and reading list materials, but it does endeavor generally to provide information on topics of interest to the business community.

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

Providing business resources digitally is an increasing emphasis, allowing greater access for the branches.

GIFTS

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

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

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

Commented [WAJ25]: Updated to specifically name Friends of the Johnson County Library and to reflect current practice

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

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

All donations of materials to the Library that are accepted become the property of the Library. The Library has the authority to place an item wherever the Library determines, to remove or relocate an item whenever the Library determines and to sell or otherwise dispose of a removed or rejected item.

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

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS 11

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

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

If the patron is not satisfied with the decision of the Committee, then the patron may request in writing for the County Librarian to review the Committee's decision and the patron shall be notified of the decision of the County

Librarian within 20 days after the patron has filed the request for review. If the patron is not satisfied with the decision of the County Librarian, then the patron may request in writing that the Library Board review the decision. The patron shall be present in person when the Library Board reviews the request. The decision of the Board will be final.

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

The form on the following page will be made available.



Commented [WAJ26]: Form should include information for next steps for patron benefit.

Within 20 days after this form is submitted, the Collection Development Manager will

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

respond in writing to you regarding your request.

APPENDIX



ADMINISTRATIVE REGULATIONS Document ARM 10-20-10 Number

Tab: Governance

Section: Library Documents

Subject: LIBRARY BILL OF RIGHTS

SUMMARY This statement, authored by the American Library

Association, is the basis of the Johnson County Library's ethical stance regarding collections and

patron's rights.

Effective Reaffirmed September 13, 2012

Date:

OF RIGHTS

Reviewed August, 2012

LIBRARY BILL The Ame

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

services.

Basic Policy 1. Books and other library resources should be

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

Represents All

Views

2. Libraries should provide materials and information presenting all points of view on current

and historical issues. Materials should not be proscribed or removed because of partisan or

doctrinal disapproval.

Censorship 3. Libraries should challenge censorship in the

fulfillment of their responsibility to provide

information and enlightenment.

Alliances 4. Libraries should cooperate with all persons and

groups concerned with resisting abridgment of

free

expression and free access to ideas.

Right to Use

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

Exhibit and Meeting Space

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

Adopted June 18, 1948. Amended February 2, 1961, and January 23, 1996, by the ALA Council.

September 13, 2012

ARM 10-20-



ADMINISTRATIVE REGULATIONS Do

Document ARM 10-20-30 Number

Tab: Governance

Section: Library Documents

Subject: FREEDOM TO READ

SUMMARY The Library Boards adoption of this document

illustrates its endorsement off intellectual

freedom.

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

Effective Date: Reaffirmed September 13, 2012

Reviewed August, 2012

THE FREEDOM TO

READ

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

the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual by exercising critical judgment,

will accept the good and reject the bad. We trust Americans to recognize the propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the internet. The problem is

not only one of acute censorship. The shadow of fear cast by these pressures leads, we suspect, to

an even larger voluntary curtailment of expression

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

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

We believe that free communication is essential to

the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must zealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

Librarian Responsibility

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

Constitutional Guarantee

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

Affirmation of Propositions

We therefore affirms these propositions:

Diversity of Views

1. It is in the public interest for publishers and librarians to make available the widest diversity of

views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these.

We need to know not only what we believe but also why we believe it.

Non-Endorsement

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

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

Content Independent Of Authorship

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

author.

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

Freedom Of Choice

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

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by

preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

Subjective Labeling

5. It is not in the public interest to force a reader to

accept with any expression the prejudgment of a label characterizing book it or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of

individuals or groups with wisdom to determine by

authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

Responsibility to Contest Encroachments

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to

read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

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

Responsibility to Provide Diversity

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can

demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when

the reader cannot obtain matter fit for that reader's

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

Conclusion

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression

that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

History

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

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

to Read Committee.

Authorship A Joint Statement by:

American Library Association and Association of American Publishers

Subsequent Endorsements The Association of American University Presses,

Freedom to Read Foundation

National Association of College Stores

The Thomas Jefferson Center for the Protection

of Free Expression

ARM 10-20-30-September 13, End



ADMINISTRATIVE REGULATIONS Document ARM 10-20-31

Number

Tab:

Governance

Section:

Library Documents

Subject:

FREEDOM TO VIEW

SUMMARY

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

are included at its conclusion.

Effective Date:

Reviewed

Reaffirmed September 13, 2012

August, 2012

THE FREEDOM TO VIEW

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

- 1. To provide the broadest possible access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
- 2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
- 3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

- 4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
- 5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

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

SUMMARY

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

September 13, 2012

ARM 10-20-31

End



Briefing Sheet

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: January 12, 2017

Issue: Whether to approve the November 10, 2016 minutes.

Background: At the December 8th Library Board meeting the November minutes were removed from the consent agenda and tabled until the digital recording of the November meeting could be reviewed.

Recommendation:

That the Library Board of Directors approve the November 10, 2016 minutes.

Suggested Motion:

I move that the Library Board of Directors approve the November 10, 2016 minutes.

MINUTES JOHNSON COUNTY LIBRARY BOARD REGULAR MEETING

Thursday, November 10 2016 Central Resource Library 4:00 p.m.

BOARD: Bethany Griffith, John Nelson, JR Riley, Pam Robinson, Amy Ruo, Neil Shortlidge

Via Conference call: Nancy Hupp

BOARD ATTORNEY: Fred Logan

BOCC: Not present

FRIENDS OF THE LIBRARY: Kathy Kerr

STAFF: Jennifer Barnett-Fox, Jessica Bear, Nancy Birmingham, Peggy Bristow, Kelly Butler, Sean Casserley, Bradley Debrick, Daniel Ferman-Leon, Christie Hay, Amy Kihiu, Jennifer Mahnken, Thomas Maillioux, Elena McVicar, Abby Minard, Susan Mong, Nicki Neufeld, Michelle Olsen, Andrew Patterson, Rita Rubick, Courtney Sammis, Michaela Scruggs, Scott Sime, Georgia Sizemore, Tricia Suellentrop, Adam Wathen

GUESTS: Abby Giersch, Andrew Logan

Pam Robinson called the meeting to order at 4:00 p.m.

CITZEN COMMENTS

There were none.

BOARD OF DIRECTORS COMMENTS

Mr. Shortlidge commented that he will be retiring at the end of the year. He and his wife will be moving to New Mexico. This will be his last regular meeting of the library board. He thanked Pam and the board, Sean and staff for making serving on the board a great experience.

Ms. Robinson thanked Mr. Shortlidge for his many years of service to the Johnson County Library. With the countless hours he has put in to being a Library Board member, Foundation board member and volunteer in the Library system he is the ultimate board member. We appreciate all that he has done and he will be missed.

Mr. Casserley thanked Mr. Shortlidge and expressed that it has been an honor to work together. Mr. Casserley is grateful for the wisdom, insight and guidance Mr. Shortlidge has provided. Mr. Shortlidge has shared 30 years of library knowledge and given wise counsel throughout that time. He is one of the reasons that the Library is thriving. Mr. Casserley thanked Mr. Shortlidge on behalf of the staff, board and community.

FRIENDS OF THE LIBRARY

Kathy Kerr reported that the total sales for the bookstores totaled \$9,481. Ms. Kerr shared the sales breakdown by location. Internet sales totaled \$9,200 with a total of 605 items.

Interesting items sold included:

African Alphabets - \$116 Manual for Substance Abuse - \$110 Fundamentals of Material Science Engineering - \$120 An audio CD set of work by Johan Sebastian Bach - \$100

The Library Lets Loose was a successful event that brought new customers to the bookstore. The store made proceeds of \$200 that evening that will be offered to the Foundation at the Friends board meeting.

JOHNSON COUNTY LIBRARY FOUNDATION

Executive Director, Susan Mong, shared that Mr. Shortlidge has already volunteered at the Taos Public Library. Ms. Mong thanked Mr. Shortlidge and expressed that he will be missed.

Ms. Mong announced that the Foundation went over their goal of \$60,000 and raised over \$100,000 at the Library Lets Loose event. It was a sold out event with over 440 attendees. Ms. Mong thanked the Library Board for supporting the event by allowing the Library to close that day for site preparation. Ms. Mong thanked the MakerSpace staff for their efforts including, Thomas Maillioux, Nick Ward-Bopp, Meredith Nelson and Brian Oertel. Other staff members included Dave Carson, Steph Neu and Joseph Keehn. Ms. Mong thanked the Friends of the Library, the administrative team and the honorary hosts of the evening, Carol and Fred Logan. She also thanked the many sponsors of the evening for their support.

Ms. Mong proposed date a date of October 14th, 2017, for the next Library Lets Loose event. A formal request for closure on the day will be presented at the meeting next month.

The annual appeal will be sent soon. The Foundation will also be requesting donations for Giving Tuesday. The Foundation's year-end meeting will be held next Thursday and they will vote in three new board members.

Ms. Mong is working on a two-year grant submission to the Kauffman Foundation.

An event will be occurring on Monday, 11/21. Amazon has come to Edgerton and to celebrate will be making a \$5,000 donation to the Foundation to benefit the community. The Library Board is invited to attend.

Ms. Robinson complimented the Foundation on their fundraising.

BOARD OF COUNTY COMMISSIONER REPORT

Commissioner Allen was not present.

BOARD COUNSEL REPORT

Mr. Logan reported that the Monticello project is proceeding smoothly. Next month he will bring a petition to vacate an easement there and grant a new easement in its place.

County Librarian Report

Budget update - Nicki Neufeld, Finance Director

Ms. Neufeld reported that we are at 80% spend down for the year, this reflects the change in the mill levy increase and the funds being transferred to the proper capital projects.

Mr. Nelson asked Ms. Neufeld to explain the transfer to capital projects.

1.7 million was transferred from reserves to capital projects for the Central support services area project. Another \$699,000 was transferred to capital projects toward the scheduled replacement program. The \$699,000 was budgeted and the increase was for the staff area project.

Personnel Review committee process

Ms. Neufeld explained the personnel review committee process. The Library has not been through the personnel review committee process in several years. This is an information item and we will bring a request to the Board in December for approval.

The Personnel Review Committee (PRC) was established by the County Manager primarily to review requests for new positions as well as new funding for existing positions. The County Manager also uses the PRC to review other types of personnel actions such as special pay plan requests and broad market adjustments for large groups of employees.

The PRC is comprised of seven members, covering the general areas of County government: Culture & Recreation, Public Safety, Health & Human Services, Infrastructure, and Support Services/Records & Taxation, as well as a member from Human Resources and from Budget. The HR and Budget committee members serve as resources to the committee by providing research and analysis. Position requests fall into three categories: Requests for Additional Resources (RARs), Capital Improvement Program (CIP) personnel requests, and Immediate Action Requests (IARs). Both RARs and CIP personnel requests are a part of the County's formal annual budget process, while IARs, as the name implies, are requests that are more immediate in nature and happen outside the budget process. For all three of these categories, the role of the PRC is to review and analyze requests and provide advice and recommendations to the County Manager.

With the RAR process, the PRC receives written information from departments and agencies including, job descriptions, cost estimates, organization charts, etc. and then the PRC meets with agencies (and departments). Requests are rated by the committee as high, medium, or low, and the committee meets with the County Manager to discuss the recommendations. Ratings are then provided to each department or agency along with a memorandum outlining the rating. The County Manager uses the PRC recommendations to inform his decision-making when putting together his budget proposal to the Board of County Commissioners.

With the CIP requests for additional resources, the PRC serves as a resource to the CIP committee by reviewing all CIP requests with associated personnel, meeting with agencies or departments regarding any questions, and providing recommendations to the CIP committee regarding personnel requested. The CIP committee makes a recommendation to the County Manager for his proposed budget on the CIP then including associated personnel.

The IAR process is similar to the RAR except that it occurs as needed throughout the year and not in conjunction with the budget process since it is to serve more urgent needs.

In all three processes, the committee looks at the design of the position, fit within the overall staffing plan, best practices and staffing models (when available), alternatives to additional positions, and how the position(s) requested tie to departmental or agency goals and objectives, as well as for the County overall. In all instances, committee members do not participate in rating positions requests involving their own department or agency. The Board of County Commissioners also receive the position ratings recommended by the PRC in the detail with the County Managers proposed budget.

Last year we did complete a CIP that included personnel in the narrative. The PRC proposal encompasses more than the request for Monticello. In discussion with the county budget department and the County Librarian it was determined that going before the PRC committee is a good opportunity.

Mr. Casserley explained the changing staffing needs.

Mr. Nelson asked if the PRC process requires board action.

Ms. Neufeld responded that today is informational and that Mr. Casserley will bring forward the suggested request for Board approval in December. This is an annual process during the official process.

We have not previously requested additional full time equivalents (FTEs). In past years we have worked within the FTE level we have in place. With the opening of Monticello in 2018 this is the time to reflect on how a new building will affect the entire system. The money for the FTE would come from the .75 mill levy, it was part of the calculation.

Ms. Robinson asked if the materials handling study will impact staffing. How often are job descriptions reviewed to make changes to staffing numbers.

Mr. Casserley responded that the Library has recently gone through a job normalization process guided by county. When requested, the library also completes market analyses on positions.

The materials handling study is being operationalized. We don't anticipate that the materials handling study will impact staffing.

Strategic Plan

Deputy Director, Tricia Suellentrop, presented a strategic plan update highlighting the work the staff has done during the quarter.

Ms. Suellentrop featured examples of programs, events and initiatives that support the strategic plan's portfolio of education, community and convenience.

Supporting the Education Portfolio:

- Central A/V training During the renovation of Central, study rooms were updated with A/V technology for patron use. All Central has undergone training to assist patrons with connecting their devices to the screens in the study rooms.
- Tech Tuesday A drop in program for patrons to provide individual attention to specifically meet a patron's technology need with their device.
- Civic Engagement -

- We held two Debate Watch Parties with over 100 attendees at each session.
- We partnered with the Overland Park police department and Centerfire Shooting Sports for a program entitled, What Every Citizen Should Know About Guns. This was an education focused program with over fifty attendees.
- Vote for Books A metro-wide library program that introduces kids 12 and under to the experience of voting.
- Meet the Author events:
 - Therese Park author of "When a Rooster Crows at Night"
 - Greg Neri author of "Yummy: The Last Days of a Southside Shorty" a Coretta Scott King Award Honor Book
 - Gary Lezak and his dog Sunny author of "It's a Sunny Life"
- Lackman Library hosted a Stuffed Animal Sleepover This was an event held over social media. 55 children entrusted the librarians with their favorite stuffed animals and were able to follow their overnight sleepover through social media. The stuffed animals raided the refrigerator, made s'mores, stayed up late, missed their families, told scary stores and more. Everyone had a name tag so we knew who belonged to whom.

Supporting the Community portfolio:

- The customer experience department worked on updating the Friends of the Library page
- We had many great partnerships with the Library Lets Loose event
- The Library partnered with the County's Public Information Officer to provide safety tax information in the branches
- We are collaborating with multiple county departs to determine if we can share the cost of volunteer software that might work for all departments.
- The Cedar Roe branch is now on County IT Fiber through microwaved from Roeland Park City Hall (This initiative saved \$518.75/month minus the cost of the radio tower and installation)
- We have partnered with Gardner Parks and Recreation on a Walk & Read program
- The customer experience team is investigating using a county tool to communicate more directly with patrons. We are in the planning phase now.
- We are sending a survey to our volunteers to better understand and improve our processes.
- A Genealogy Shelving shift has been completed.
- The customer experience team worked closely with Outreach Librarian, Christine Peterson, and Circulation Manager, Michelle Olsen to draft, revise and roll out a new paper Library card application in English and Spanish
- Space/Technology rebalance The space at Central and Blue Valley has been evaluated and Central removed 10 PCs. Blue Valley removed 3 PCs.

Supporting the Convenience portfolio:

- Our inventory process has been fine-tuned and our error rate is now 1.90%, down from 2.41%
- We are reviewing the recommendations in the Materials Handling Study, including the Enterprise Chain Management recommendation
- A small and helpful change has been made on the webpage. A "Back to Español" button has been added that takes a patron back to the Spanish version of the JCL front page.
- An IT equipment inventory was completed and submitted to County.

- The customer experience team has begun reorganizing the IT workspace to bring Communication department colleagues to Central.
- A Register Now button has been added to the events webpage
- Patron Technology:
 - We have added new public computers at 8 locations: Cedar Roe, Corinth, DeSoto, Lackman, Oak Park, Gardner, Edgerton and Spring Hill
 - All public PC monitors have been updated
 - We have added dual monitors for patron use at all branches

Lenexa City Center branch update

Project Coordinator, Scott Sime, gave an update on the Lenexa City Center branch project. Nine firms responded to the architecture/engineering RFP with proposals. Two teams have been shortlisted and interviews are being scheduled for next week.

A special Library Board meeting is scheduled for Thursday, 12/1 at Central to approve the selection. The recommendation will then be taken before the Public Building Commission (PBC) on 12/8.

Eight firms responded to the Construction manager RFP with proposals. Interviews will take place in late November.

Mr. Sime provided an update on the site details. The team is updating survey and legal descriptions to finalize boundaries for the Lenexa building.

Monticello Update

Mr. Sime provided an update on the Monticello project. The building footprint at Monticello needs extra soil. Soil added now will settle over the winter and be ready for spring construction. A benefit is that the community will see work on the site.

The team is working with two artists for the public art component of Monticello. Staff have met with both artist teams for idea exploration.

Next steps:

- 90% drawings will be provided to the core team next month
- The team is anticipating public art approval by the Public Art Commission in January.
- The team is planning for the bidding to go out for Monticello construction during the first quarter
- They are putting a plan in place for groundbreaking

Blue Valley Update

Mr. Sime gave an update on the Blue Valley project. The Library has been working with the City of Overland Park, County Facilities, Library Facilities, Clark Enersen and Library staff on the Literary Park project.

The goal of the project is to explore literary connections, create a space that is whimsical and to create a "specialty park.

Program elements could include an amphitheater, gathering spaces, restrooms and playground. We hope to provide connections to the Library, school, neighborhoods, trails, parking and visual.

A team is also working on the Blue Valley expansion study. The team consists of county facilities, library staff and Clark Enersen Partners.

The goals of the study:

- To develop broad design concepts to increase the size of the Blue Valley branch to 64,000 square feet
- To develop design concepts that treat the site (Literary Park and Library) holistically

UPDATES

Mr. Casserley reported on a meeting held with the City of Prairie Village, Johnson County Park and Recreation department and Library.

This was an exploratory meeting to look at the possibility of moving the Corinth Library to the Meadowbrook area. In discussion it was determined that the current Corinth location is very suitable for its community. Also, due to timing issues and other community goals, putting a library at Meadowbrook did not appear feasible.

Spring Hill

Mr. Casserley, Mr. Shortlidge and Ms. Robinson recently met with the Superintendent and representatives of the board of the Spring Hill school district to discuss the possibility of moving the Spring Hill branch to the Spring Hill high school.

When reviewing population density, it was determined that the library is ideally suited to serve the community at the current location. Traffic patterns and ease of access is also ideal for the current location. The library and school board do share a common mission; however, the constituency is not an exact match. Moving the library to the school location does not appear to make economic sense at this time. In addition, this idea was considered by the library board when the school was first constructed and at that time the library board opted not to move.

Olathe Public Library MOU

Mr. Casserley informed the Library Board that we will bring the MOU with the Olathe Public Library a little later in the year, possibly January or February. Both Library systems are gathering information and data and may need more time.

KC Degree initiative

Mr. Casserley introduced the KC Degree initiative, a program offered by the Mid-America Regional Council (MARC). Funded by the Kauffman Foundation, the program helps people go back to college or University and find success. MARC would like to form a partnership with JCL and OPL. A Memorandum of Agreement with be brought before the Library Board.

Consent Agenda

1. October 13, 2016 Library Board meeting minutes.

Motion: John Nelson moved that the Library Board approve the consent agenda.

Second: Amy Ruo

Motion carried 7 to 0.

NEW BUSINESS

Mr. Casserley requested board approval to close the Library on February 20th for staff development day. The Library holds a staff development day every two years. February 20th is a Monday.

Motion: Neil Shortlidge moved that the Library be closed on February 20th for staff development day.

Second: Amy Ruo

Motion carried 7 to 0.

ADJOURNMENT

MOTION: Amy Ruo moved to adjourn.

SECONDED: JR Riley

Motion carried 7 to 0.

The meeting adjourned at 4:50 p.m.			
DATE			
SECRETARYJohn Nelson			
CHAIRPam Robinson	_ SIGNED	Sean Casserley	



Briefing Sheet

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: January 12, 2017

Issue: Consideration of Renewal of the Agreement between the Johnson County Library and Growing Futures Early Education Center, Inc.

Background: JCL entered an agreement with Growing Futures (Formerly Head Start of Shawnee Mission) in 2012 for the provision of on-site library services at Growing Futures.

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

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

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

Suggested Motion: I move that the Library Board of Directors authorize staff to renew the agreement with Growing Futures Early Education Center.

MEMORANDUM OF UNDERSTANDING BETWEEN JOHNSON COUNTY LIBRARY AND

Growing Futures Early Education Center Inc.

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will:

- 1. Provide regular story times in Growing Futures classrooms.
- 2. Provide evening activities at the library and at Growing Futures for Growing Futures families to participate in literacy activities and sign-up for library cards.
- 3. Provide on-demand booklists for classrooms.
- 4. Provide education regarding JCL's services to Growing Futures staff and families as requested.
- 5. Provide 2 hours per month of embedded librarian services at Growing Futures. These services will involve on-site, dedicated reference & reader support for Growing Futures teachers, parents, and students and the continued maintenance of the Growing Futures library collection provided by JCL staff member.
- 6. Allow Growing Futures to use library meeting spaces at no cost with reservations when available. This includes use of library spaces for the Growing Futures Board of Directors meetings for the academic months covered by this Memorandum.

Growing Futures Early Education Center will:

- 1. Provide information regarding JCL services to Growing Futures families.
- 2. Utilize JCL educational programs for children, staff and parents when appropriate.
- 3. Provide education regarding Growing Futures services to JCL staff as requested.
- 4. Provide training to JCL staff in areas of Growing Futures staff's expertise.
- 5. Promote JCL's involvement with Growing Futures in Growing Futures newsletters, website and other public relations opportunities.
- 6. Provide a ECERS trained staff to assist in creating an evaluation tool for the Library's early literacy spaces.

Duration of Understanding:

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

Cancellation and Termination:

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

Signatures: The parties to this Understanding have been duly authorized by JC Board of Directors to execute this Understanding.	CF representation and Growing Futures
board of Directors to execute this officerstanding.	
Terrie VanZandt-Travis, Executive Director, Growing Futures	Date
Sean Casserley, Johnson County Librarian	 Date



To: Board of Directors of Johnson County Library

From: Sean Casserley, County Librarian

Date: January 12, 2017

Issue: Consider approving the recommendation to enter into an agreement with Turner Construction Co., for preconstruction services for the new Lenexa City Center Library project located at 88th Terrace and Penrose Lane in Lenexa, Kansas per Request for Proposal (RFP) No. 2016-062.

Background: On May 5, 2016, the Johnson County Public Building Commission (PBC) authorized a project to design, equip, construct and furnish a Library to be located at the Lenexa City Center, issue Revenue Bonds in an amount not to exceed \$21,570,000 for the purpose of paying a portion of the costs thereof and related financing costs, and providing for the giving of notice of said intention. \$1,500,000 has been transferred from the Library Operating fund into this project. The issuance of bonds has been delayed until 2017 due to the current cash allocation. In December 2016, the Library Board and PBC approved award of architectural services to Hollis+Miller Architects.

It is Johnson County's intent to initially contract with the top ranked finalist for Preconstruction services; however, at the conclusion of this phase, the County will evaluate service provided to date to determine whether or not to extend the contract for the Construction Phase. Upon agreement of a Guaranteed Maximum Price (GMP), staff will present the GMP proposal as an amendment to the contract to the Board of Directors of the Johnson County Library and to the PBC for approval.

Analysis: On October 25, 2016 the Treasury and Financial Management Department, Purchasing Division issued an RFP 2016-062 for a contract to provide Preconstruction Services Services for the Lenexa City Center Library. The RFP was advertised in the local newspaper and was posted electronically on the following sites: OnVia/Demandstar, Public Purchase, Johnson County, KS website and Johnson County electronic bidding site powered by Ionwave Technologies.

A total of eight (8) responsive proposals were initially received and four (4) finalists were interviewed by the evaluation committee consisting of staff from the Facilities Management, Library and Budget departments. Turner Construction was the top-ranked firm based on 5 criteria: (1) Key Staff Members, (2) Firm Experience, (3) Staff Utilization, (4) Project Approach and (5) Cost. They demonstrated a clear and complete understanding of the scope of services, has related experience, and successfully provides similar services to other similar agencies.

Firms Submitted	Interviewed	Recommended
Turner Construction	Х	Х
BA Green Construction	X	
Centric Projects	X	
JE Dunn	X	
Excel Constructors		
Straub		
The Osborne Company		
Titan Built		

The recommended firm demonstrated a strong portfolio of library experience. In the interview, this firm communicated a thorough knowledge of the Comprehensive Library Master Plan as well



Alternatives: 1) Approve the recommendation. 2) Not approve the recommendation.

Legal Review: Both the County Legal Department and Library Legal Counsel have reviewed the contract documents prior to their issuance and will review the contract following its award and prior to execution by the County.

Recommendation: Approve the recommendation to enter into an agreement with Turner Construction Co. for Preconstruction Services for the new Lenexa City Center Library project located at 88th Terrace and Penrose in Lenexa, Kansas, per Request for Proposal (RFP) No. 2016-062.

Suggested Motion: I move to approve the recommendation to enter into an agreement with Turner Construction Co. for Preconstruction services for the new Lenexa City Center Library project located at 88th Terrace and Penrose in Lenexa, Kansas, per Request for Proposal (RFP) No. 2016-062.



Briefing Sheet

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: January 12, 2017

Issue: Whether to approve the 2018-2022 Capital Improvement Plan request for submission to the Board of County Commissioners.

Background: Each year staff prepares a five-year Capital Improvements Plan (CIP) for submission to the BOCC as part of the budget process. Each project on the plan must be approved individually by the BOCC via the Johnson County Capital Improvements Plan submittal process. Authorization for a project is achieved when the BOCC includes the funding for the project in its budget resolution adopted in August of each year. The project is then assigned to a project account and arrangements are made to secure funding for the project.

Suggested Motion:

I move that the Library Board of Directors approve the proposed 2018-2022 Capital Improvement Plan request.

Department Request Summary

Capital Improvements Program 2018-2022 Johnson County, Kansas

Department: Library					Date of Submission: February 2018								
Priority Project Title P				Projected Capital Expenditures									
lilolity	i roject ritic		2018		2019		2020		2021		2022	Total	
1	CRP Materials Handling: Sorters Blue Valley Expansion & Renovation Corinth Library Replacement	\$ \$	1,147,850 285,000	\$ \$	1,048,850 300,000	\$ \$\$	1,124,000 2,086,601 143,685		\$ 1,101,800 \$ 17,527,787		1,043,600 18,968,872 1,456,905		585,000 39,583,259
Departn	Department Preparer:					Department Approval:							

Johnson County Capital Improvements Program 2018-2022 Project Request

Capital Summary

Department: Library									Date: February 2017				
Submittal Year: 2018		Pro	ject Title: Ca	apita	al Replacem	ent	t Plan						
Annual Debt Service:	\$ -	# o	f Years:		-	Pr	iority: System	1					
Capital Expenditures	Prior Years Total		2018		2019	2020			2021		2022		Project Total
Roof Replacement Interior Finish Replacement Exterior Envelope Parking Lot/Site Repair/Replacement Irrigation/Landscaping		\$	400,000 369,000	\$	615,000 328,000	\$ \$	140,000	\$ \$ \$ \$	120,000 87,000 61,100 21,500	\$ \$ \$ \$	605,000 120,000 73,000 105,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	347,000 134,100
Subtotal	\$ -	\$	769,000	\$	943,000	\$	1,044,000	\$	289,600	\$	903,000	\$	3,948,600
Equipment Expenditures	Prior Years Total		2018		2019		2020		2021		2022		Project Total
Vehicle Replacement HVAC/Electrical Equip Replacement Subtotal	\$ -	\$ \$ \$	30,000 348,850 378,850	\$	105,850 105,850	\$ \$	50,000	\$	812,200 812,200	\$	140,600 140,600	\$ \$ \$ \$	-
Start Up Expenditures	Prior Years Total	Ť	2018		2019		2020	_	2021	_	2022	•	Project Total
Subtotal	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$ \$ \$	- - - -
TOTAL	\$ -	\$	1,147,850	\$	1,048,850	\$	1,124,000	\$	1,101,800	\$	1,043,600	\$	5,466,100

2018 - 2022 CIP 0.1 CRP Capital Summary

Capital Improvement Program Capital Impact Johnson County, Kansas

Department: Johnson County Library
Project Title: Materials Handling: Sorters
Approved by: Sean Casserley
Directions : Please answer the following questions. Type only in the gray boxes. Attach supplemental information if applicable. Contact your budget analyst if you need assistance.
1. Describe the project request. Purchase 5-bin automated materials handling systems (sorters) for the Corinth and Antioch branches.
2. Explain the project need. How is this need currently being met? Automated materials handling systems (sorters) involve automatic discharge of returned library materials and machine sorting for holds and re-shelving. The Materials Handling study shows there were branches where staff and associated labor would immediately benefit from having these processes automated. As new and/or replacement Library branches come online, these existing sorters will be relocated and reconfigured to fit other branches and achieve labor savings at those locations.
3. How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals? This speeds the delivery of materials to patrons. The JCL Strategic Plan Goal #6 states that "People will find staff, materials, and services convenient and easy to access" and a tactic under that goal is "continuous improvement of materials handling." Automating this materials handling directly serves to meet this tactic and goal. Automating the materials handling serves to meet this tactic and goal by increasing the efficiency of materials handling and removing several manual tasks from the materials handling process.
4. Summarize and attach any preliminary studies that have been conducted. 2016 JCL CapRock Materials Handling Study, indicating that automated materials handling is more efficient and cost-effective than current manual processes.
5. Provide a detailed project timeline beginning from project approval, through design, construction, fully occupied, and fully operational. Corinth Branch procurement and installation 2018 Antioch Branch procurement and installation 2019
6. Describe in detail the nature of the services provided with this capital request. Check which of the following best describes this project (see instruction/guideline page for definitions):
Replacement Enhancement/Upgrade Growth New Service Provision

Capital Improvement Program Capital Impact Johnson County, Kansas

7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.

Smart chutes were considered as a partial solution. They would discharge the material only, which would not achieve the decrease in staff time handling materials.

8. If this is a building project provide detail on the square footage and life expectancy of the building.

N/Assss

9. Please outline what sustainability best practices were considered in the development of this project.

The system can be adjusted and reconfigured or relocated as needed.

Johnson County Capital Improvements Program 2018-2022

Project Request Capital Summary

Department: Library							Date: February 2017			
Submittal Year: 2018		Project Title	: Mate	erials Handling:	Sorters					
Annual Debt Service:	\$ -	# of Years:		1	Priority: System					
Capital Expenditures	Prior Years Total	2018		2019	2020	2021	2022	Project Total		
Corinth Antioch	\$ -	\$ 285,0 \$ 285,0	\$		\$ -	\$ -	\$ -	\$ 285,000 \$ 300,000 \$ - \$ - \$ - \$ - \$ - \$ 585,000		
Equipment Expenditures	Prior Years Total	2018		2019	2020	2021	2022	Project Total		
Subtotal Start Up Expenditures	\$ - Prior Years Total	\$ 2018	- \$	2019	\$ -	\$ -	\$ -	\$ - \$ - \$ - Project Total		
Subtotal	\$ -	\$	- \$	-	\$ -	\$ -	\$ -	\$ - \$ - \$ -		
TOTAL	\$ -	\$ 285,0	00 \$	300,000	\$ -	-	\$ -	\$ 585,000		

Capital Improvement Program Capital Impact Johnson County, Kansas

Department: Johnson County Library								
Project Title: Blue Valley Expansion & Renovation								
Approved by: Sean Casserley								
Directions : Please answer the following questions. Type on information if applicable. Contact your budget analyst if you								
1. Describe the project request. Renovate the existing approximate 24,000 square focurrent square footage by an additional ~40,000 squexpanded Collections costs. The study for the renover revised and current numbers will be vetted prior to the square for the sq	are feet ated/ex	t. This project includes ~\$3M in change and charge and charge and charge and charge and charge are charged as a second charge and charge are charged as a second charged						
2. Explain the project need. How is this need curred Currently, the patrons of the Blue Valley area are be This facility has become inadequate due to demand.	eing ser	•						
3. How does this project relate to the Board of Cour Johnson County or departmental goals? This project is aligned with the JCL Strategic Plan to community building for the patrons who use the Blue	oy provi	iding convenience, education and						
4. Summarize and attach any preliminary studies th JCL 2015 Comprehensive Library Master Plan	at have	been conducted.						
5. Provide a detailed project timeline beginning from construction, fully occupied, and fully operational. The following timeline is anticipated and may change Architect Selection Program Verification/Design & Documentation Bidding/GMP Construction Furniture Installation/Collection/Training/Move in Opening		2019						
6. Describe in detail the nature of the services prove of the following best describes this project (see instr								
Replacement DEnhancement/Upgrade Gr	owth [New Service Provision						

2018 - 2022 CIP 1 Blue Valley Capital Narrative

Capital Improvement Program Capital Impact Johnson County, Kansas

7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.

Creating an additional location in this area was considered. Within the current funding guidelines, it would be less costly to renovate the existing and expand the footprint to accommodate users in this area of the County. This is possible with a land acquisition from the City of Overland Park.

8. If this is a building project provide detail on the square footage and life expectancy of the building.

This total building square footage will be approximately 64,000 square feet with an anticipated lifespan of 75 years.

9. Please outline what sustainability best practices were considered in the development of this project.

Sustainability practices will be integral in the design and construction of this project.

Johnson County Capital Improvements Program 2018-2022

Project Request Capital Summary

Department: Library						Date: February 2017			
Submittal Year: 2018		Project Title:							
Annual Debt Service:	\$ -	# of Years:	-	Priority: 1					
Capital Expenditures	Prior Years Total	2018	2019	2020	2021	2022	Project Total		
Preliminary Studies Design/Consulting Construction	\$ 1,000,000			\$ 2,086,601	\$ 17,527,787	\$ 8,763,894	\$ 2,086,601 \$ 26,291,681 \$ - \$ - \$ -		
Subtotal	\$ 1,000,000	\$ -	\$ -	\$ 2,086,601	\$ 17,527,787	\$ 8,763,894	\$ 28,378,282		
Equipment Expenditures	Prior Years Total	2018	2019	2020	2021	2022	Project Total		
FF&E Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,204,978 \$ 10,204,978	\$ 10,204,978 \$ - \$ - \$ 10,204,978		
Start Up Expenditures	Prior Years Total	2018	2019	2020	2021	2022	Project Total		
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -		
TOTAL	\$ 1,000,000	\$ -	\$ -	\$ 2,086,601	\$ 17,527,787	\$ 18,968,872	\$ 38,583,260		

2018 - 2022 CIP 1 Blue Valley Capital Summary

Capital Improvement Program Capital Impact Johnson County, Kansas

Department: Johnson County Library		
Project Title: Corinth Library Replacement		
Approved by: Sean Casserley		
Directions : Please answer the following questions. Type on information if applicable. Contact your budget analyst if you		
1. Describe the project request. The approximate 20,000 square foot Corinth Librar condition. Demolish and replace the building on its new facility at another site location which would se area	curren	t site in Prairie Village or construct a
2. Explain the project need. How is this need curre This need is currently being met by providing main in poor condition.	-	•
3. How does this project relate to the Board of Could Johnson County or departmental goals? This project is aligned with the JCL Strategic Plan I house the Library's Strategic Plan.		Ţ,
4. Summarize and attach any preliminary studies th JCL 2015 Comprehensive Library Master Plan	at have	been conducted.
5. Provide a detailed project timeline beginning fro construction, fully occupied, and fully operational. The following timeline is anticipated and may chan Site Feasibility Study/Programming/Estimating Architect Selection Design & Documentation	- •	ect approval, through design, 2020 2022 2022
Construction Furniture Installation/Collection/Training/Move in Opening	Q2-1 Q2-1 Q2 Q3	2023-24 2024 2024
6. Describe in detail the nature of the services prov of the following best describes this project (see inst		
Replacement 🛛 Enhancement/Upgrade 🔲 Gr	owth [New Service Provision

2018 - 2022 CIP 2 Corinth Capital Narrative 1/5/17

Capital Improvement Program Capital Impact Labrage County Various

Johnson County, Kansas

7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate.

The alternative is to continue performing major repairs on the existing building as long as possible and closing the building when that is no longer possible.

8. If this is a building project provide detail on the square footage and life expectancy of the building.

This total building square footage will be approximately 20,000 square feet with an anticipated lifespan of 75 years.

9. Please outline what sustainability best practices were considered in the development of this project.

Sustainability practices will be integral in the design and construction of this project.

Johnson County Capital Improvements Program 2018-2022

Project Request Capital Summary

Department: Library		Date: Februrary 2017							
Submittal Year: 2018		Project Title: Co	orinth Library Rep	olacement					
Annual Debt Service:	\$ -	# of Years:	-	Priority: 2					
Capital Expenditures	Prior Years Total	2018	2019	2020	2021	2022	Project Total		
Preliminary Studies Land Acquisition Design/Consulting Construction				\$ 143,685		\$ 1,456,905	\$ 143,685 \$ - \$ 2,185,358 \$ 15,786,892 \$ - \$ - \$ -		
Subtotal	\$ -	\$ -	\$ -	\$ 143,685	\$ -	\$ 1,456,905	\$ 18,115,935		
Equipment Expenditures	Prior Years Total	2018	2019	2020	2021	2022	Project Total		
FF&E Art Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,310,039 \$ 225,488 \$ 4,535,527	\$ 4,310,039 \$ 225,488 \$ - \$ 4,535,527		
Start Up Expenditures	Prior Years Total	2018	2019	2020	2021	2022	Project Total		
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
TOTAL	\$ -	\$ -	\$ -	\$ 143,685	\$ -	\$ 5,992,432	\$ 22,651,462		

2018 - 2022 CIP 2 Corinth Capital Summary