

Board Report December 13, 2018

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

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, DECEMBER 13, 2018 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. Board Chair, Nancy Hupp C. Friends of the Library, Peter Duffey D. Executive Director, Johnson County Library Foundation, Stephanie Stollsteimer E. Liaison, Board of County Commissioners, Ron Shaffer	7
IV.	Reports A. Board Counsel – Fred Logan 1. Land conveyance update with the City of Merriam	
	B. County Librarian Report 1. Finances and Statistics – Nicki Neufeld a) Year in Review and Fines – Adam Wathen 2. Strategic Plan – Sean Casserley a) Presentation of the Strategic Plan 3. Comprehensive Library Master Plan – Scott Sime a) Lenexa City Center i. Lenexa IT update – Michelle Beesley b) Central Staffing and Space Consolidation 4. Updates – Sean Casserley a) 2018 Writers Conference – Helen Hokanson and Kinsley Riggs b) Olathe Cooperative Programming – Sean Casserley c) Collection Development Policy review – Lacie Griffin	57858999
V.	Consent Agenda A. Action Items: 1. Minutes of the November 8, 2018, Library Board meeting 2. Sirsi contract renewal	166
	C. Gift Fund Report 1. Treasurer's Report	179

VI.	Old Business	
	1. Action item: Consideration of approval of the 2020-2024 Capital Improvement Plan	
	request for submission to the Board of County Commissioners	180
VII.	New Business	
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	3. Action item: Consideration of renewal of Memorandum of Understanding (MOU) with	
	AARP	
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	Center	
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	Library	234
	15. Action item: Consideration of renewal of the MOU with the Johnson County Genealogical	
	Society	239
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	Resources	242
	17. Action item: Consideration of renewal of agreement for legal services with Logan Logan &	
	Watson, L.C.	247

VIII. Adjournment



Suggested Motions

Consent Agenda

Suggested Motion: I move that the Library Board of Directors approve the consent agenda.

Consideration of approval of the 2020-2024 Capital Improvement Plan request for submission to the Board of County Commissioners

Suggested Motion: I move the Library Board of Directors approve the proposed 2020-2024 Capital Improvement Plan request.

Consideration of award of contract for phase III Central Parking lot

Suggested Motion: I move to approve a contract award to O'Donnell & Sons Construction Company, Inc. for pavement improvements at the Central Resource Library for a total amount of \$315,049.00 per invitation for Bid (IFB) No. 2018-048

Consideration of approval of the 2019-2023 Strategic Plan

Suggested Motion: I move that the Library Board of Directors approve the 2019-2023 Strategic Plan.

Consideration of renewal of Memorandum of Understanding (MOU) with AARP

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with AARP Tax-Aide through December 31, 2019.

Consideration of MOU with BikeWalk KC

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with BikeWalk KC through December 31, 2019.

Consideration of MOU with Housing and Credit Counseling, Inc.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with HCCI through December 31, 2019.

Consideration of MOU with the Lenexa Arts Council

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Lenexa Arts Council through December 31, 2019.

Consideration of MOU with De Soto Parents as Teachers

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with De Soto Parents As Teachers.

Consideration of renewal of MOU with the City of Edgerton

Suggested Motion: I move that the Johnson County Library Board of Directors approve the agreement with the City of Edgerton for the renewal of the lease agreement for the year 2019.

Consideration of renewal of MOU with Corrections

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Johnson County, Kansas Department of Corrections through December 31, 2019.

Consideration of renewal of MOU with County Facilities

Suggested Motion: I move that the Johnson County Library Board of Directors approve the renewal of the MOU with the Johnson County Facilities Management Department.

Consideration of renewal of MOU with County DTI-AIMS

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Johnson County Department of Technology and Innovation – Automated Information Mapping Systems through December 31, 2019.

Consideration of renewal of MOU with Growing Futures Early Education Center

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

Consideration of renewal of MOU with Oak Park Community Garden

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Overland Park Community Garden additional land request as well as the agreement and addendum as presented.

Consideration of renewal of the Interlocal Addendum with Olathe Public Library

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of interlocal cooperation agreement with the Olathe Public Library through December 31, 2019.

Consideration of renewal of the MOU with the Johnson County Genealogical Society

Suggested Motion: I move that the Johnson County Library Board of Directors approves the MOU between JCL and the Johnson County Genealogical Society.

Consideration of renewal of the MOU with the Johnson County Department of Human Resources

Suggested Motion: I move that the Johnson County Library Board of Directors approve the renewal of the MOU with the County Department of Human Resources.

Consideration of renewal of agreement for legal services with Logan Logan & Watson, L.C.

Suggested Motion: I move to renew the contract with Logan Logan & Watson, L.C. for legal services for 2019.

Johnson County Library Foundation 2018 Photos and Highlights

JOHNSON COUNTY LIBRARY FOUNDATION

January



Welcome Dr. Leigh Anne Neal to our board!

January

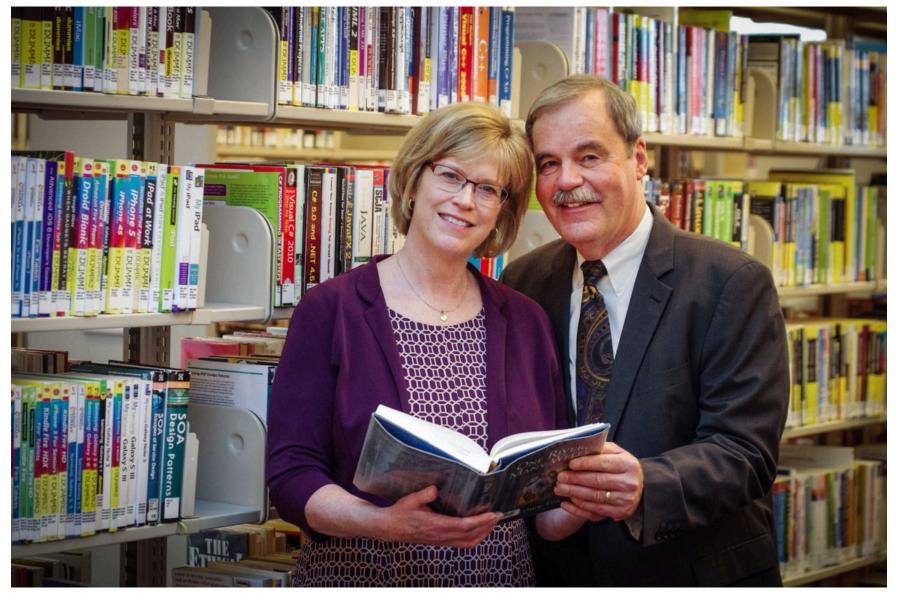


Welcome our new Director, Stephanie!

January

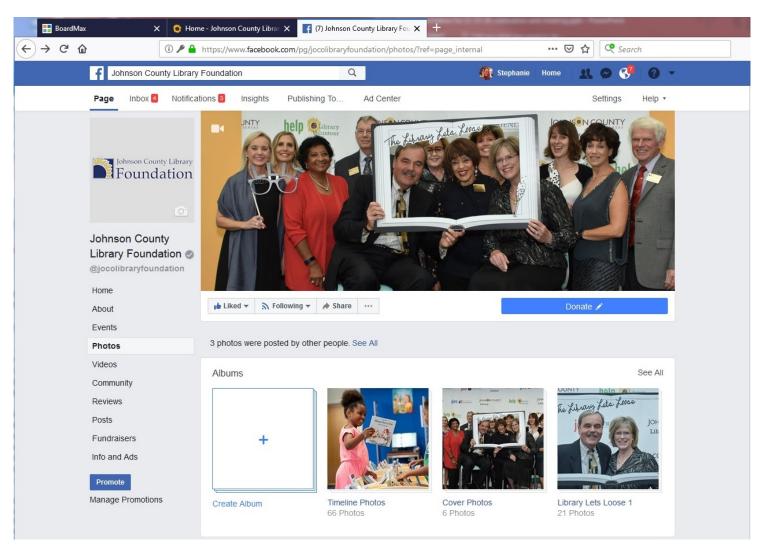


February



2018 Library Lets Loose Honorary Hosts, Valerie and Charley Vogt

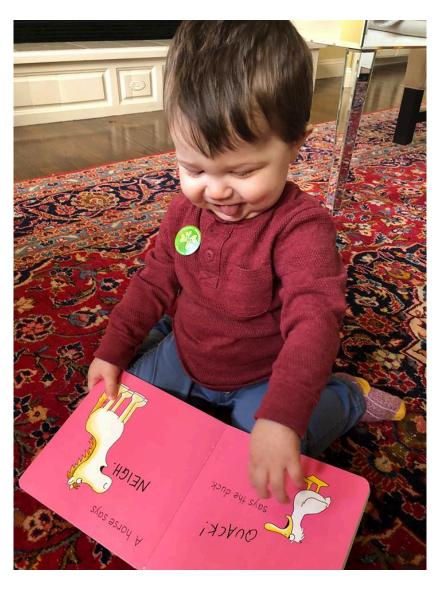
February



Foundation Facebook page goes LIVE!



Raises \$3,500!



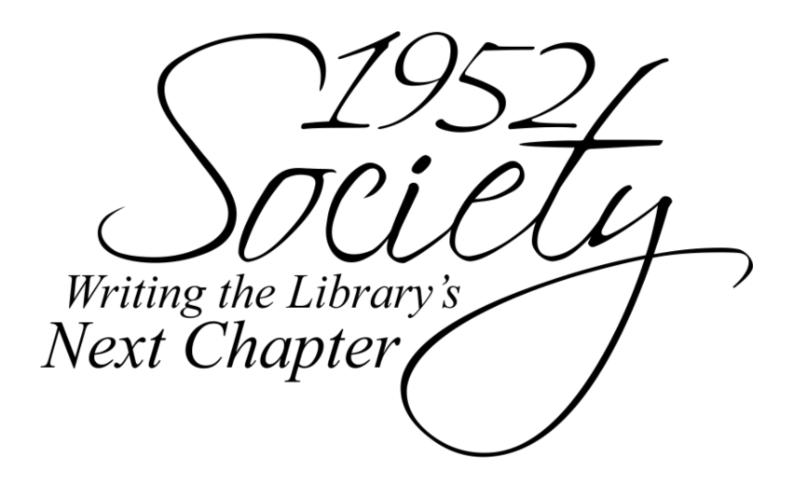
John Walter loves his books!



Leigh Anne reading to her fur babies



Monticello hard hat tours



Outreach to targeted donor list begins!

April

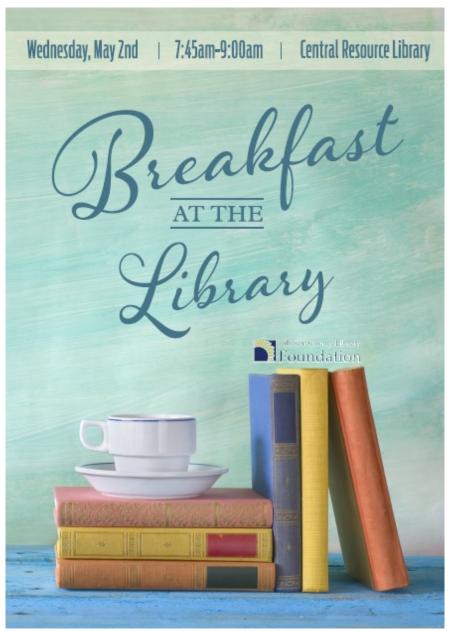
elementia xv



April



Anne, A.S. King, keynote speaker and elementia mom



Anne with Kathryn and Angie from Community America Foundation at Breakfast





Mike and Stephanie



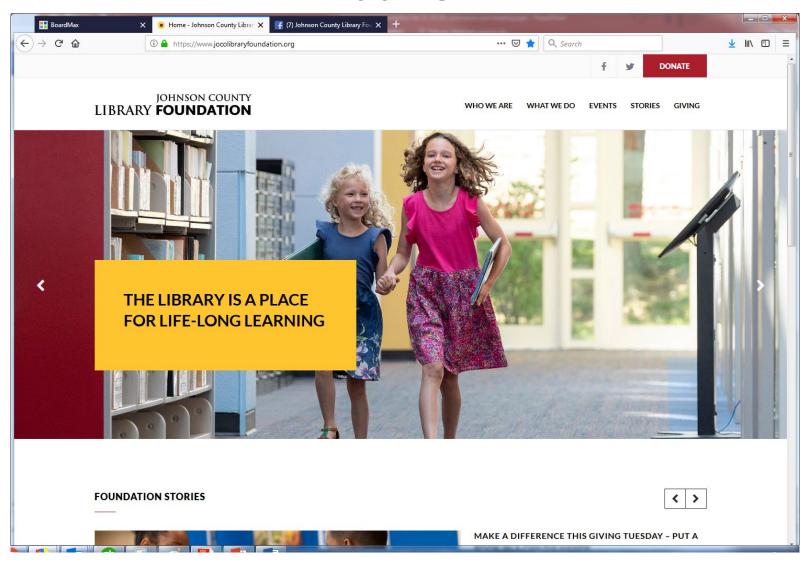


Erwin and Caroline making great connections

June Check presentation for the Collection \$82,703



June



New Foundation website launched!

Monticello community tours













Friends Board President, Julie Steiner with Christopher Leitch and JCL Board Chair, Nancy Hupp at the Black & Veatch MakerSpace rededication

R.A. Long Foundation grant received \$5,000 for Homework Help

August Monticello Library OPENS – August 5!





Charley Vogt, Anne Blessing and Fred Logan celebrate Monticello

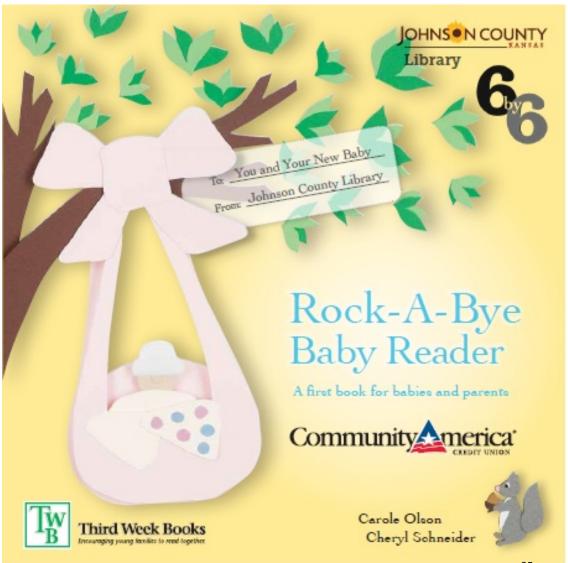


Steph and Denise at Monticello Opening



Thank you Timken Foundation for our new 6 by 6 space!

Community America grant \$10,000 for 6 by 6 Rock-a-Bye Baby Readers



- Ewing Marion Kauffman Foundation grant \$200,000 for 2 years to support:
- ➤ 6 by 6 Ready to Read
- ➤ Homework Help
- ➤ Immigrant Family programs
- ➤ Summer Reading
- ➤ Race Project KC



Welcome Jason Hascall as a new board member!

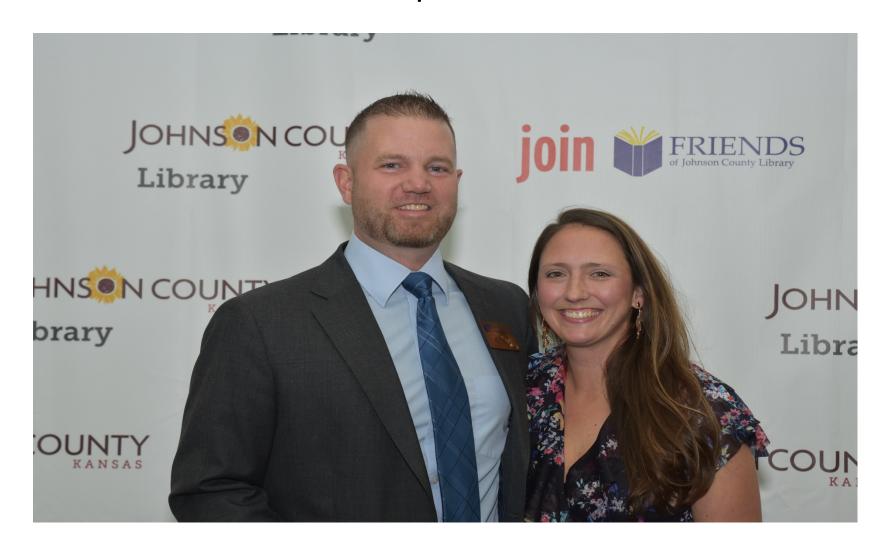




Ann Walter introducing Valerie and Charley Vogt at Library Lets Loose



JCL Foundation Board with our Honorary Hosts



Rich and Morgan at Library Lets Loose



Doris and Robin at Library Lets Loose



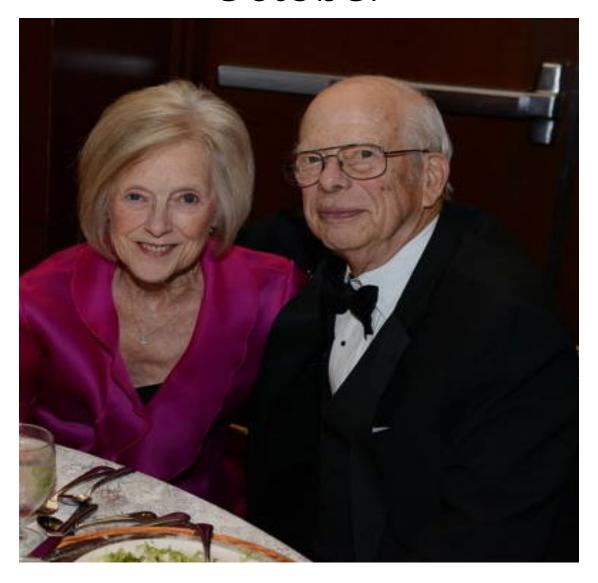
Zack and Susan Hangauer

October



Honoring our very own Erwin Abrams at the inaugural 70 over 70 Awards Luncheon

October

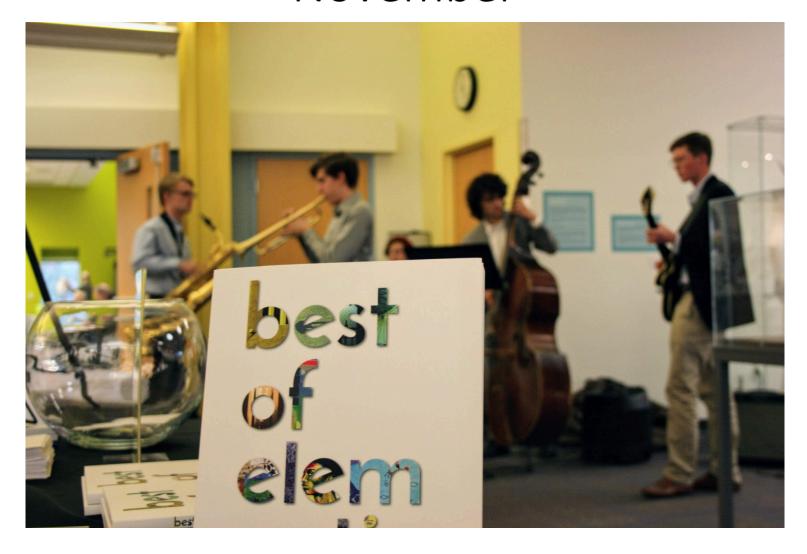


Our 2019 Library Lets Loose Honorary Hosts, Audrey and Asher Langworthy



Best of elementia xv reception at Central Resource Library





Best of elementia xv reception featuring live music!

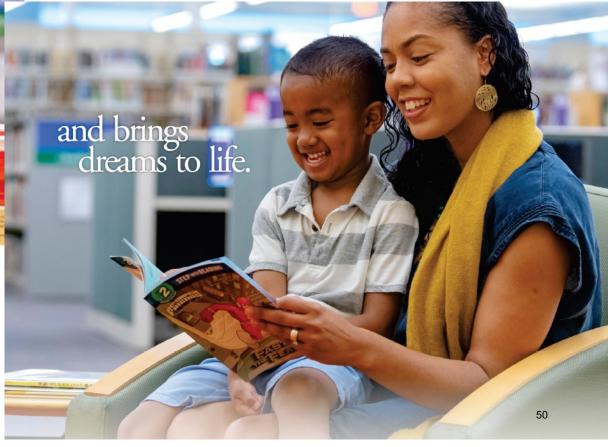


#GivingTuesday campaign for Summer Reading

December



Our 2018 annual appeal to 3,000 donors



JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only) October 2018 83% of year lapsed

OPERATING FUND	2018
Programs	Budget
Revenue	2,806,736
Administrative Services	
Information Technology	
Collection Development	700,000
Branch/Systemwide Services	0
Transfer to Capital Projects Interfund Transfers	0 127,540
menula transiers	127,540
TOTAL OPERATING FUND EXPENDITURES	\$827,540
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	\$1,979,196
CDECIAL LICE FUND	
SPECIAL USE FUND	2017
	Budget
Revenue:	3,138,844
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	824,741
Transfer to Debt Payment - CLMP	2,725,526
Transfer to Capital Projects	0
TOTAL CRECIAL LICE FUND EXPENDITURES	¢2 550 267
TOTAL SPECIAL USE FUND EXPENDITURES	\$3,550,267
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	(\$411,423)
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	\$1,567,773

Expenditure of Friends of the JCL Donations 2018

Expenditure Details	Current Month	YTD
Volunteer Recognition	\$0.00	\$1,193.18
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	139.44
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	581.57
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	2,780.25
Board Retreat Expenses	346.15	346.15
Miscellaneous	0.00	0.00
Total Expenditures	\$ 346.15	\$ 5,040.59

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2018 83% of Year Lapsed

REVENUE ALL FUNDS	2018 Year to Date	2018 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	31,062,763	31,144,550	100%	100%
Ad Valorem Delinquent	310,070	276,989	112%	101%
Motor Vehicle	3,117,857	3,077,115	101%	97%
Library Generated - Copying/Printing	88,336	99,255	89%	88%
Library Generated - Overdues / Fees	502,884	725,000	69%	66%
Sale of Library Books	50,000	57,832	86%	86%
Misc Other	246,746	348,746	71%	64%
Library Generated - Other Charges	84	3,570	2%	2%
Investment	249,225	139,179	179%	203%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	12,208	8,186	149%	179%
Commercial Vehicle Tax	56,969	49,072	116%	81%
Heavy Trucks Tax	810	2,322	35%	89%
Rental Excise Tax	35,752	29,560	121%	104%
State and Federal Grants	126,657	254,678	50%	53%
TOTAL REVENUE	35,860,361	36,226,054	99%	98%

Expenses ALL FUNDS with Collection Encumbrance	2018	2018	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	14,703,854	19,132,976	77%
Contractual Services	3,467,121	4,019,965	86%
Commodities	3,972,291	5,125,453	78%
Risk Management Charges	80,415	108,070	74%
Capital / Maintenance / Repair	1,147,850	3,320,701	35%
Transfer to Debt Payment	824,741	834,741	99%
Transfer to Capital Projects	2,725,526	3,138,844	87%
Grants	126,657	254,678	50%
Interfund Transfer	127,540	290,626	44%
TOTAL EXPENDITURES	27,175,997	36,226,054	75%
Revenue - Expenses as of August 31, 2018	8,684,364		
RESERVES ALL FUNDS	As of 12/31/17		
Reserves Operating Fund	6,922,942		
Reserves Special Use Fund	867,243		
Total JCL Reserves as of 12/31/2017	7,790,185		

Scheduled Replacement Account

Budget Remaining

	REVENUE RECEIVED TO DATE
2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
Total Revenue	<u>3,327,100</u>
	2018
Contractual Services	1,295,496
Building Repair	55,037
Architectural Services	242,222
Furnishings and Office Equipment	73,032
HVAC	153,583
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	66,488

1,933,133

1,393,967

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category October 2018 83% Year Lapsed

OPERATING FUND	2018	2018	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	3,921,793	7,045,836	56%
Information Technology	1,785,568	2,697,938	66%
Collection Development	3,610,892	4,074,120	89%
Branch/Systemwide Services	12,305,576	14,129,195	87%
Risk Management Charges	80,415	108,070	74%
Grants *	126,657	254,678	50%
Transfer to Capital Projects	1,147,850	3,320,701	35%
Interfund Transfer	127,540	290,626	44%
TOTAL OPERATING FUND EXPENDITURES	23,106,291	31,921,164	72%

SPECIAL USE FUND	2018 Year to Date	2018 Budget	% Budget Expended
Contractual Services (General Maintenance)	28,653	16,305	176%
Commodities (Capital Equipment)	27,557	315,000	9%
Transfer to Debt Payment	824,741	834,741	99%
Transfer to Capital Projects	2,725,526	3,138,844	87%
TOTAL SPECIAL USE FUND EXPENDITURES	3,606,478	4,304,890	84%
TOTAL EXPENDITURES	26,712,769	36,226,054	74%

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type October 2018 83% Year Lapsed

ALL FUNDS	2018	2018	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	14,703,854	19,132,976	77%
Contractual Services	3,467,121	4,019,965	86%
Commodities	3,509,063	5,125,453	68%
Risk Management Charges	80,415	108,070	74%
Capital / Maintenance / Repair	1,147,850	3,320,701	35%
Transfer to Debt Payment	824,741	834,741	99%
Transfer to Capital Projects	2,725,526	3,138,844	87%
Grants	126,657	254,678	50%
Interfund Transfer	127,540	290,626	44%
TOTAL EXPENDITURES	26,712,769	36,226,054	74%

JOHNSON COUNTY LIBRARY GRANTS MONTHLY REPORT

GRANTS*					Grant	Budget
	Expenditures through 08/30/2018	Source	Received	Expenditures	Award	Remaining
285000079	9 2018 State Aid Grant	State	3/5/2018	\$125,857.16	\$126,657.28	\$800.12

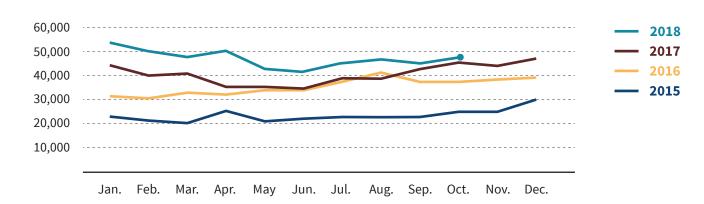
^{*}Includes all expenditures and revenues over the life of the grant. (Includes muliple years due to the grants crossing fiscal years).



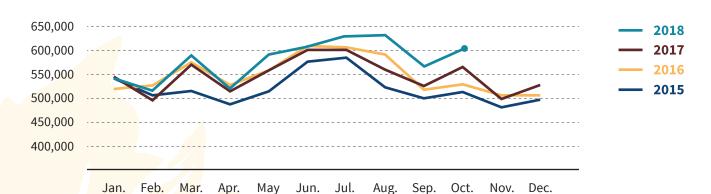
Statistics and Trends *December 2018*

Core Operational Statistics

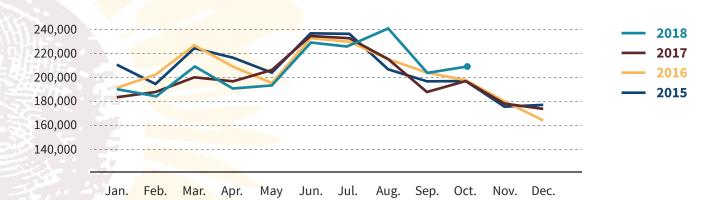
3 Year Digital Circulation Trend



3 Year Physical Circulation Trend



3 Year Visitation Trend



2018 Trend Reports



2018 Trend Reports

Feb — Content Mar – Information Technology Apr – Expenditures A May - Expenditures B Jun – Customer Experience (Marketing) Jul – Branches Aug — Programming and Outreach Sep – Maintenance and Security Oct – Learning and Development Nov - Human Resources Dec – Year in Review and Fines history

Trends in Fines – Current practice

Currently
 \$.30 per day / item
 Maximum \$6.00 per item

Notices sent
2 days prior to due date
5 days after due date
(2 days after due date in the works)

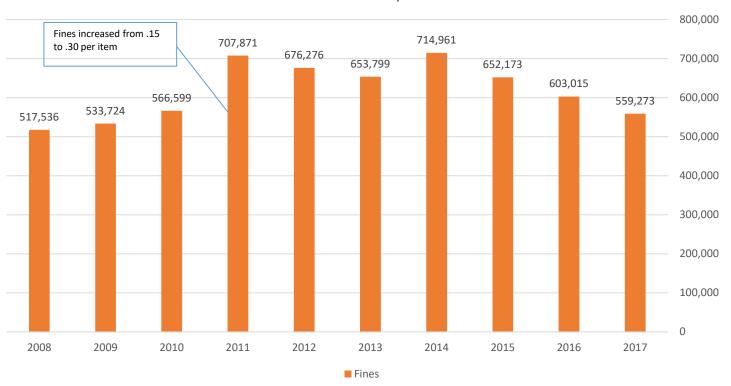
 If an item is overdue for more than 30 days, we bill the cost of the item.

Trends in Fines – Other Libraries

Library	Fine per Item per Day	Maximum Fine per Item	Referral to Collection
Johnson County and Olathe	\$0.30	\$6.00	\$25.00
Kansas City Public Library (MO)	\$0.10	\$2.00	\$50.00
Mid Continent Public Library	\$0.05	\$1.00	\$100.00
Kansas City Kansas Public Library	\$0.10	\$3.00	\$25.00

Trends in Fines – History

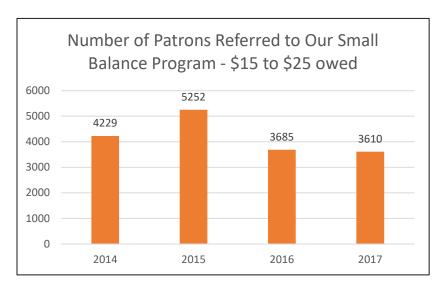
Fine Revenue by Year

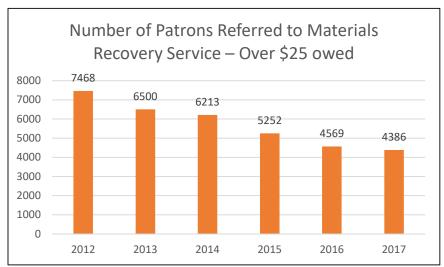


Trends in Fines – Patron Status

Patron Owes	Restrictions	Referral to Collection
\$.01 – \$14.99	None	None
\$15.00 – \$24.99	 Staff mediate renewals, holds, and check out No Inter-library Loan 	Unique Small Balance Program – (\$3 cost to library)
\$25.00 or more	 \$10 referral fee added to patron account Patron's Card Frozen – no checkout or holds Account frozen until balance paid 	Unique Materials Recovery Service (\$10 cost to library)

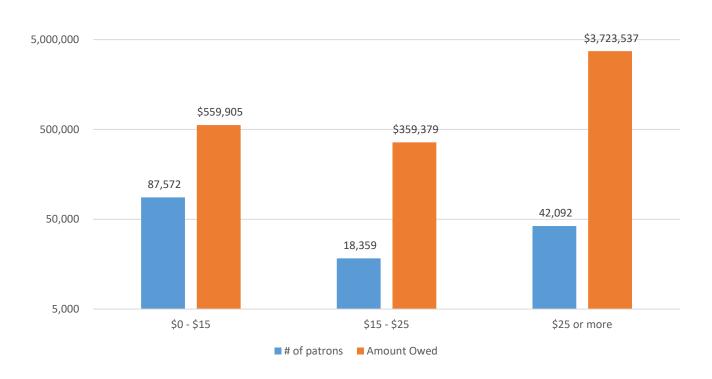
Trends in Fines - Patron Status





Trends in Fines – Patrons with Fines

Number of Patrons Who Owe Fines



Trends in Fines — Policy

- ARM 20-10-91 Overdue Lost, or Damaged Materials Fee Schedule
- ARM 20-10-90 Fee Schedule (charges made to patrons for direct services)
- ARM 50-30-40 (2009)

"A Patron Account Receivable is deemed to be doubtful or uncollectible when it is more than three years old and less than \$100 in value ... When such accounts receivable are written off, the debt of the patron to the Library is not eliminated and remains in full force and subject to collection. "

- ARM 20-10-95 (2011)
 - The library can eliminate any fines \$6.00 or less billed before 2008
 - The library can eliminate fines older than five years and \$3.00 or less



Created in collaboration with:

- Johnson County residents
- Johnson County stakeholders, policy makers, elected officials
- Johnson County Library Board of Directors
- KU Public Management Center
- Johnson County Library leadership and staff

ohnson County Library is committed to listening to the needs of our community and providing services, materials, public spaces, events, programming and ideas that will bring value to people's lives. As the world changes and continues to evolve, so too do the needs and desires of our community. In the spring of 2018, Johnson County Library reached out to the community to ask a question.

Are we fulfilling our commitment, and how can we improve?

The answers to this essential question directly informed the new strategic plan, which will guide the work of the library for the next five years.





Johnson County Library creates an environment for people to learn, to explore, to enjoy, to create, to connect.

Mission

The library provides access to ideas, information, experiences and materials that support and enrich people's lives.

70



Values

Customer needs come first: We place the highest priority on service to our customers and treat every request with equal value.

Respect for people: We treat all our customers, and each other, as valued individuals.

Access to information: We ensure access to information for people of all ages, abilities and means.

Learning organization: We commit to the professional growth and enrichment of our staff and volunteers.

Freedom of information: We protect your freedom to read and view all library information.

Privacy and confidentiality: We safeguard your right to request and obtain information in confidence.

Basic services without charge: We provide basic library services free of charge.

Quality: We strive to deliver the highest quality service possible.

Stewardship 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, funds.

Integrity: We follow the highest ethical standards which have been adopted by Johnson County Government and our profession.

Johnson County Library STRATEGIC PLAN

Process

n early 2018, Johnson County Library and the KU Public Management Center worked together to seek input from a broad spectrum of community stakeholders for use in the development of the Johnson County Library's five-year strategic plan. As part of the process, a series of stakeholder interviews and focus groups were conducted and separate community and staff surveys were administered. In total, over 14,500 people responded, sharing their thoughts and ideas on where the Library should focus its efforts in the next five years. This insightful feedback became the foundation of the 2019-2023 Strategic Plan.



Education
Operations
Community
Communication
Convenience

Strategic Vision Johnson County Library creates inclusive and welcoming environments that spark curiosity and learning. 74

Education

Outcome

People will learn about themselves and the world.

Executive Goals

Provide a premier customer experience by improving and annually reviewing all defined Johnson County Library services.

Strategic Vision Johnson County Library staff collaborates and coordinates to create efficient procedures and processes that provide exceptional customer service.

Operations

Outcome

People will receive seamless service.

Executive Goals

Develop and review the annual budget, allocating resources to align with strategic goals and tactics.

ommunit Strategic Vision Johnson County Library offers neutral spaces and opportunities where all voices are equal and connections are forged.

Community

Outcome

People will thrive and prosper.

Executive Goals

Annually review and align the 2019-2023 strategic partnerships to continue to support the mission of Johnson County Library.

Strategic Vision Johnson County Library listens to and shares information with all, building strong connections and relationships.

Communication

Outcome

People will be connected.

Executive Goals

Set and annually review the communication vision and mission for Johnson County Library.

Strategic Vision Johnson County Library delivers services and materials how, when and where patrons want.

Convenience

Outcome

People will be surprised and delighted.

Executive Goals

Lead and administer the twenty year Comprehensive Library Master Plan with provided resources.



Lenexa City Center Library

Update-December 2018



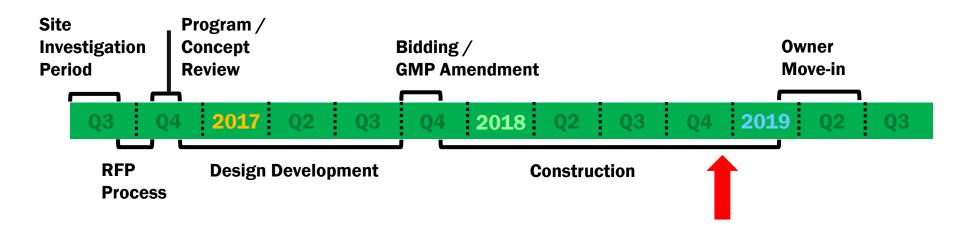
Updates

- Construction Update
- Next Steps
- Timeline

Next Steps

- Construction continues
- Site / building tours

Lenexa City Center Library Anticipated Timeline



Lenexa City Center Library

Technology—December 2018

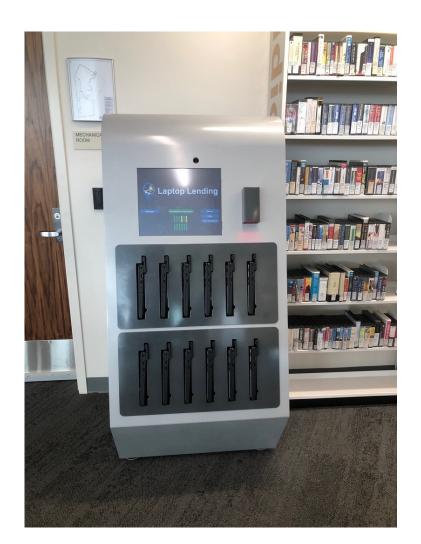


Covering briefly ...

- Patron hands-on technology
- Automated materials handling
- Staff technology
- Network and internal data

Patron Hands-on Technology

- Public computers
- Laptop lending
- Print release stations



Patron Hands-on Technology

- Room reservation displays
- Catalog only screens



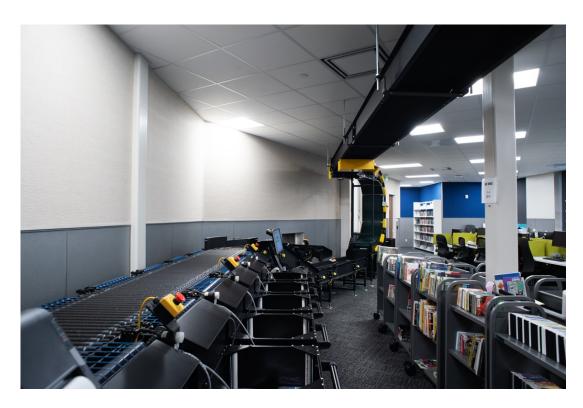
Patron Hands-on Technology

Presentation systems in study and meeting rooms



Automated Materials Handling

- TechLogic Sorter
- Conveyance



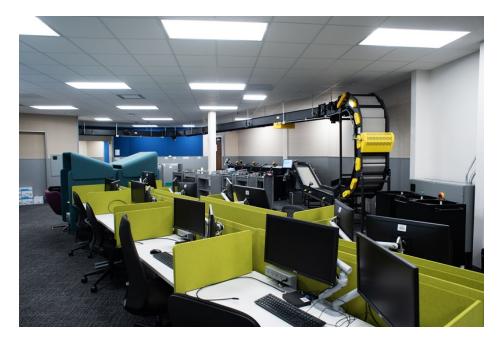
Automated Materials Handling

- Self Checks
 - Kids
 - By service points
 - In extended hours holds pickup



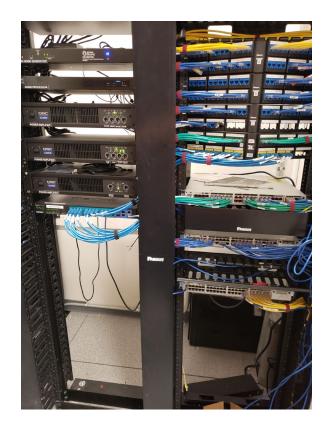
Staff Technology

- Service points in library and drive-through
- Processing workstations
- Flexible desks and laptops
- Desk and mobile phones

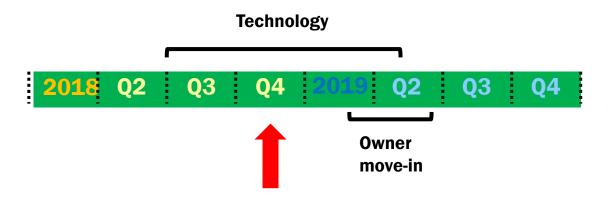


Network and Internal Data

- Collaboration with County Department of Technology and Innovation (DTI)
- Raised floor throughout
- Networking hardware



Lenexa City Center Timeline



Central Support Space Consolidation (CSSC)

Update-December 2018



Updates

- Background
- Next Steps
- Timeline

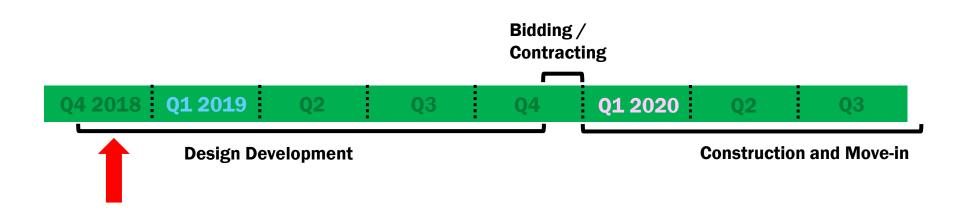
Background

- Continuation of Central planning
- Master planning staff side of the building
 - Focused on improving flow of materials
 - Goal of increasing collaboration between staff
 - Anticipating 'New Antioch' moving systemwide staff

Next Steps

- Programming continues
- Discussion of options with Administration

Central Support Space Consolidation Anticipated Timeline



4th Annual Writers Conference

November 1 - 4, 2018

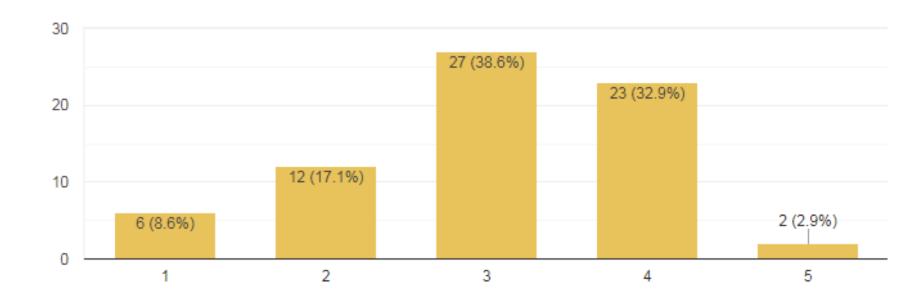


Purpose

Produce a signature resource event that provides skill development and networking opportunities for local writers.

Which best describes your writing skill before attending the conference

70 responses



Attendance grows each year

- 2015 = 130
- 2016 = 230
- 2017 = 270
- 2018 = 370

- 288 adults, 28 teens, 37 kids
- Over 300 Volume 1 literary notebooks were given to attendees
- Half had attended a previous JCL conference

If you had to pick one word to describe the conference



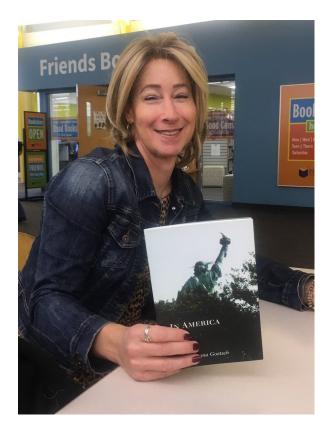
General Comments

- "Library staff exceeded my expectations"
- "Please keep up the good work. Excellent learnings and wonderful facilities. And how can you top free? Thanks for the pastries and drinks in the morn."
- "I am so glad I live in Johnson County where activities such as this one are supported so well."
- "I was mesmerized with the workshop by Diana Goetsch where she Critiqued poets' poems! Please do more of this!!!!!!!!! So helpful."
- "Again, I wish to praise the fantastic job the staff did with putting this together."

Looking Forward to 2019

- Continue to increase diversity of speakers and attendees
- Build capacity for increasing attendee numbers
- Improve communication

Questions?



Diana Goetsch



Kim Addonizio



Collection Development Policy

Revisions Adopted by the Johnson County Library Board of Directors

January 12, 2017 January 10, 2019

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COLLECTION DEVELOPMENT POLICY

PURPOSE

1.0

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

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

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

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

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

Mission Statement

1.1

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

Vision Statement

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

Values Statement

1.3

- 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.
 - <u>Freedom of information is protected:</u> 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.
 - Basic services are provided without charge:
 We provide basic library services free of charge.
 - Quality service is important: We strive to deliver the highest quality services possible.
 - We are stewards of community resources: We

respect the contributions of the community to its library. We hold ourselves accountable for the efficient and effective use of all resources which you commit to us--people, time, assets, and funds.

 Integrity is a commitment: We follow the highest ethical standards which have been adopted by Johnson County government and our profession.

Trends, Operating Environment, and Community Composition in 2017

1.4

1.5

Information from the Johnson County Library Strategic Plan (2014), the Comprehensive Library Master Plan (2015), and other appropriate sources will inform this plan.

Outcomes and Strategies

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

Education

JCL creates inclusive and welcoming environments that sparks curiosity and learning.

Community

JCL offers neutral spaces and opportunities where all voices are equal and connections are forged.

Convenience

JCL Delivers services and materials how, when and where patrons want.

Communication

JCL listens to and shares information with all, building strong connections and relationships.

Operations

JCL staff collaborates and coordinates to create efficient procedures and processes that provide exceptional customer service.

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

1.6

2.0

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

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

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

DEFINITIONS

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

Commented [GLJ1]: Not all branches have a non-circulating reference collection

Commented [GLJ2]: Same collection- name we most commonly use in the library for this section

collection or to retain material already in the collection. It is a means of collection development to meet user needs and does not necessarily reflect the opinions or values of the individual selector or of the Library Board.

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

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

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

"Local" refers to Johnson County and its environs.

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

"JCL" refers to Johnson County Library.

"The Library" refers to Johnson County Library.

"Teen" includes persons of middle school or high school age.

"Children" includes anyone under the age of 16.

GUIDELINES FOR 3.0 MATERIALS SELECTION

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>, Bulletin of the Center for Children's Books,

Horn Book, Video Librarian, and New York Times Book Review, and subject-specific periodicals as well as other authoritative sources are consulted for all types of materials for all ages of patrons.

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

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

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

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

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

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

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

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

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

Evaluation

3.2 The Collection Development Department monitors and evaluates the materials in its collection on a regular basis to determine if they are meeting the needs of its patrons. Methods used may include: analysis of turnover rates by

subject, availability and usage checks of core titles, checks of holdings of titles from selected bibliographies, patron satisfaction questionnaires, or other means. Collection Development staff assesses patron demand by monitoring usage patterns, holds, and Interlibrary Loan requests.

Controversial Subjects/ Items

3.3 The Library recognizes that some materials are controversial.

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

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

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

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

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

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

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

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

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

Criteria for Selection

3.4

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

- Materials should meet high standards of quality in content, accuracy, expression, and format.
- Content should be timely, or timeless, authoritative, and significant in subject matter.
- Items should be of immediate or anticipated interest to individuals or to the community as indicated by patron requests, the circulation history of the author's previous works, or publicity.
- Materials should meet demonstrable demand, indicated through patron request, circulation patterns, holds, or other data.
- Materials should include the widest possible coverage of subjects and viewpoints consistent with the needs of the community, the budget available, and the defined limits of the collection.
- Materials should meet standards of physical and

technical excellence.

- Because of the significant initial investment of staff time and collection funds, new formats are acquired when demand and availability indicate that the format is commercially viable and adequate staffing, equipment and space is available to support their use.
- Materials are acquired to support the Library's Mission Statement and Vision Statement.
- Locally produced materials are acquired with the intention of providing access to local content for which there is patron demand. and supporting local creation of content

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

- · 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

Commented [GLJ3]: JCL are not a publisher or printing press. We support local writing in the collection, but do not have a hand in the creation of the writing.

General Factors for All Types of Materials

- 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
- 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)
- · 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
- Literary content
- Appropriateness for intended audience
- Portrayal of a spectrum of life situations, social issues, childhood experiences, and emotions.

Nonfiction

Fiction

Children's

Commented [GLJ4]: Evaluating the "believability of plot and characterization" is subjective and not a factor in our collection development or purchasing practices

•	Rea	idal	oilit _\
•	1100	ıuaı	JIIILI

- · Appeal of the format
- Titles which do not meet literary standards may be chosen to fulfill emotional needs, serve as stepping stones to better reading, or to serve some other special purpose.
- Follows fiction/nonfiction criteria and is discerned by age level of intended audience and/or depiction of characters in the work.

eriodicals • Availability of subject matter in other formats

- Accessibility through print and digital indexes, especially with full text capability
- Patron requests

Professional needs

- 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
- Content replaces, enhances, or supports other resources

· Authority of creator

- Currency of material and update frequency of content
- Depth, breadth, and diversity of content
- · Full-text content and multimedia content
- Accessibility according with state and federal laws that promote access to library content.
- Accessibility to the average library user as judged

Commented [GLJ5]: New term for this collection

Commented [GLJ6]: •In concert with Johnson County Government efforts to ensure services and information is accessible to all residents, the Library also encourages vendors to provide electronic resources that meet American Disability Act (ADA) compliance, Web Content Accessibility Guidelines (WCAG), and similar standards to serve all patrons, including those who have visual, hearing, or physical impairments.

125

Periodicals

Audiovisual

eContent and Databases eResources

by factors such as interface, navigation, search modes, help and tutorials, output options (printing and electronic delivery), and aesthetics

- Reliability, stability, future-focused and development of vendor
- Ease of maintenance and vendor support
- Hardware and software requirements and compatibility with other equipment
- Licensing for remote access
- Favorable licensing terms for broad patron access and use
- Affordable pricing
- Availability of usage statistics in compliance with recognized, uniform standards
- Commitment to information security, including respect for patron privacy and personal data
- Favorable critical opinion among library professionals and in library literature
- Supportive of JCL relationships with patrons

rights," is a core value of Johnson County Library, and is integral to maintaining trust with patrons. Additionally, protecting consumer privacy and data from unreasonable risk is a national and international priority. When providing access to electronic resources through vendors who collect patron data in order to offer their services, the Library holds those vendors to the same standards as it does with its own practices and information systems.

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.

Commented [GLJ7]: •The Library strives to select products that will be viable long-term so patrons can rely on a reasonably consistent collection of electronic resources and receive an up-to-date user experience. To achieve this. the Library must assess not only vendors' current products but also vendors' future vision for their products

Commented [GLJ8]: Redundant- the next bullet point

"Favorable licensing terms for broad patron access and use" covers "licensing for remote access"

Commented [GLJ9]: • "Privacy and confidentiality are

Branch Managers Materials handling staff are responsible for the physical maintenance of the collections at their branches and for informing the Collection Development Enterprise Chain 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.

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

RELATIONSHIPS TO 5.0 OTHER LIBRARIES, INSTITUTIONS, AND ORGANIZATIONS 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

Commented [GLJ10]: This responsibility is being shared with more staff- Branch managers, assistant branch managers, branch staff and system wide staff work together to provide physical maintenance of the collections

Commented [GLJ11]: The Enterprise Chain Team consists of Collection Development, Circulation and Technical Services managers working together to address collection and materials handling needs, system wide

libraries locally, throughout the state, and nationally.

COLLECTION MANAGEMENT

6.0

6.1

Duplicates

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 multiple collections and reference and circulating collections as need warrants.

Basic Titles in the adult and youth within the 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 purchasing or retaining an important work in less demand which is needed in the collection.

Replacements

6.3

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

Preservation

6.4

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:

Commented [GLJ12]: Rewording for simplicity. This criteria is applied to all collections.

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

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

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

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

POLICIES BY CLIENTELE SERVED

7.0

7.3

Adults

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

Teens

7.2 Teen materials are selected for middle school through high

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

Children

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

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

Students 7.6

7.8

8.1

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

Business Community

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

Outreach and Programming

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

POLICIES BY FORMAT OF MATERIALS

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

Books

The majority of the Library's collection is in book format. Books for the adult collection are purchased in varying formats depending on anticipated use and need for long-term retention in the collection. Library binding is preferred for durability as opposed to trade or book club edition bindings. Children's books of high anticipated use are purchased in prebound trade editions.

Videos

8.2

8.3

8.4

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

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

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 parental-advisory labels of the Recording Industry Association of America (RIAA) are voluntary.

Newspapers

8.5

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

Commented [GLJ13]: We can purchase, lease and sometimes provide links to free backfile collections for patron access

Art Prints

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

Maps

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

Periodicals

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

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

Backfiles of periodicals are retained according to an established schedule.

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

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

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

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 information material in other practical formats, or need to preserve material retain access to information of permanent reference lasting value and historical importance in long-term demand by the community.

Commented [GLJ14]: JCL provides access to information and this can be in physical (microfilm) and/or electronic (digitalization of microfilm) formats.

Manuscripts, Rare 8.11 Books, and Archival Material

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

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, eAudiobooks, eMagazines, eVideo, eMusic and other 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

8.15

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 9.2 Language Materials

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

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

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

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

Medicine and Related Fields

9.3

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

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

nutrition, physical fitness, mental health, nursing, geriatrics, alternative medicine, substance abuse, and medical history and biography.

Law

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

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

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

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

Semi and Pseudo-Scientific Materials

9.6

9.4

9.5

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

9.7

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

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

- Practical aspects of church administration written for the layman
- · Agnosticism and atheism
- New trends, ideas, and movements in religion
- Inspirational books
- · Lives of religious figures in major faiths
- Collections of prayers
- Books of devotion and meditation
- Mythology
- Comparative religions

Professional Library 9.8 Materials

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

Small Press Materials

9.9

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

Local Authors And Local and Kansas History

9.10

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

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

Genealogy and Heraldry

9.11

JCL and the Johnson County Genealogical Society work together to build a genealogy collection that provides the bibliographic tools and materials essential to basic genealogical research. It is a highly selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere. The genealogy collection serves students of all levels, local and regional historians, interested citizens and hobby

enthusiasts, and genealogists researching Johnson Countians. It is a non-circulating collection. The print collection is maintained at the Central Resource Library, and digital resources extend access to genealogy tools in the branches.

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

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

County Genealogical Society members.

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

Regional Reference 9.12

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

Local History

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

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

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

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

- Information about landmarks
- Histories of counties in Kansas and Missouri that are adjacent to Johnson County
- Information about the westward expansion as it relates to Johnson County
- Information about local flora and fauna, land forms,

climatic conditions, and other subjects of a biological and/or scientific nature relating to the area

- Information about the Santa Fe Trail, the Oregon Trail, and the California Trail
- Information about local pioneer days in Kansas and Missouri
- Information about the Civil War as it pertains to the history of the area
- Selected maps and atlases emphasizing Kansas and Johnson County and the Kansas City metropolitan area
- Oral history tapes emphasizing Johnson County

Commented [GLJ15]: JCL no longer collects tapes. We work with the Johnson County Museum

- Information about local civic organizations
- Yearbooks of schools and institutions of higher learning in the Johnson County area

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

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

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

Urban Reference

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

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

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

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

The Regional Reference Collection includes the following materials:

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

tourism bureaus

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

Business

9.13 The business collection is designed to serve the current and future information needs of Johnson County businesses and government agencies. It is not intended to support academic research in business nor is it intended to supplant the curriculum materials used by business students, although some materials in the collection will be useful in both of these areas. **Commented [GLJ16]:** JCL no longer collects tapes. We work with the Johnson County Museum.

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

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

The collection does not support formal business curriculum by purchasing textbooks and reading list materials, but it does endeavor generally to provide

information on topics of interest to the business community.

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

Providing business resources digitally is an increasing emphasis, as resources allow, providing allowing greater access for patrons 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. The Library does not place a monetary value on book donations. The Friends of the Johnson County Library provides Book Donation forms for patrons who wish to fill them out themselves.

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

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

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

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

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS 11.0

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

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



Request for Reconsideration of Library Materials Author (if appropriate)_____ Request initiated by _____ Telephone Address City____Zip____ Library_____Date____ If the item is already in the collection, please answer the following questions: 1. To what in the item do you object? (Please be specific) 2. Did you read or view the entire item? If not, which portion did you read or view? Within 20 days after this form is submitted, the Collection Development Manager will respond in writing to you regarding your request.

APPENDIX



ADMINISTRATIVE REGULATIONS 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 Date: Reaffirmed September 13, 2012

Reviewed August 2, 2016

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

services.

Basic Policy 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.

August 2, 2016

ARM 10-20-10



ADMINISTRATIVE REGULATIONS 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 August 2016

Reviewed August 2, 2016

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 Authorship

3. It is contrary to the public interest for publishers Independent Of 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.

Contest Encroachments

Responsibility to 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.

Provide Diversity

Responsibility to 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,

Inc.

Freedom to Read Foundation

National Association of College Stores The Thomas Jefferson Center for the Protection of Free Expression

August 2, 2016

ARM 10-20-30- 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:

Reaffirmed September 13, 2012

Reviewed

August 2, 2016

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.

August 2, 2016

ARM 10-20-31 End

MINUTES JOHNSON COUNTY LIBRARY BOARD REGULAR MEETING

Thursday, November 8, 2018 Central Resource Library 4:00 p.m.

BOARD: Brandy Butcher, Bethany Griffith, Nancy Hupp, Donna Mertz, JR Riley, Sheryl Spalding

Via conference call: Amy Ruo

BOARD ATTORNEY: Fred Logan, Andrew Logan

BOCC: Commissioner Shaffer

FRIENDS OF THE LIBRARY: Peter Duffey

STAFF: Michelle Beesley, Roxanne Belcher, Sean Casserley, Hope Harms, Laura Hunt, Linda King, Juan Lopez-Tamez, Christian Madrigal, Jennifer Mahnken, Nicki Neufeld, Michelle Olsen, Kinsley Riggs, Michaela Scruggs, Scott Sime, Georgia Sizemore, Tricia Suellentrop, Ben Sunds, Adam Wathen, Ken Werne, Ron Zluticky

GUESTS: Justin Biondo, Meredith Hauck, Kimball Holes, Karen Wulfkuhle

Board Chair, Nancy Hupp, called the meeting to order at 4:00 p.m.

CITIZEN COMMENTS: There were none.

BOARD OF DIRECTORS COMMENTS:

Ms. Hupp congratulated Library staff on the recent elementia reception. She was blown away by the quality of the work, it was an exceptional event. She thanked the Foundation for supporting elementia.

FRIENDS OF THE LIBRARY:

Board member, Peter Duffey, reported for the Friends of the Library. 2018 has been a good year for the Friends. The organization is implementing some new operational procedures to follow industry best practices. Income for the year is better than anticipated and expenses are down as well. The annual Big Kids Book Sale will be held November 15th to 17th.

At the annual year-end board meeting the Friends will vote for new officers and three new board members. The Friends have been working on a new strategic planning initiative and recent meetings have focused on maintaining financial sustainability, aligning with the Library and Foundation, addressing volunteer work force needs and advancing marketing and communications.

Mr. Duffey thanked Mr. Casserley for his efforts in aligning the Friends, Foundation and Library.

In October significant sales included:

- Landing Gear Design for Light Aircraft \$149.95
- Classic Motorcycle Race Engines \$135.00
- Wholetones: The Healing Frequency Music Project \$94.99

Mr. Casserley thanked the Friends for their hard work, the Library is grateful for this group of dedicated volunteers.

JOHNSON COUNTY LIBRARY FOUNDATION:

Executive Director of the Johnson County Library Foundation, Stephanie Stollsteimer, reported to the Library Board. The Library Lets Loose earned \$95,000 after expenses, this is the best financial result for the three-year old event.

The Foundation has a full page article in KC Studio magazine's November/December issue. They also have a full page photo spread in the November issue of the Independent.

Asher and Audrey Langworthy have graciously agreed to serve as honorary hosts of the 2019 Library Lets Loose event. Mr. and Mrs. Langworthy are long time Library supporters and donors. Mr. Langworthy has served on the Library board and was a charter member of the Foundation's Board of Directors, serving until 2006.

This month, Foundation Board member, Erwin Abrams, was recognized at the inaugural 70 over 70 awards luncheon, a benefit for Shepherd's Center. The Foundation proudly nominated Mr. Abrams for his endearing and effective style of volunteerism.

The recent "Best of elementia" event commemorated the 15 year anniversary of the teen literary program. The CPS Foundation funded the printing of the magazines.

The Foundation is planning for Giving Tuesday, November 27th. The Annual Appeal mailing is being printed and will be delivered before Thanksgiving to 2,800 donors and key partners.

BOARD OF COUNTY COMMISSIONERS REPORT:

Commissioner Shaffer reported that the Board of County Commissioners (BOCC) approved funds for the completion of the new courthouse. Public art will be included. Next week the commission will approve funding for the new medical examiners building.

Commissioner Shaffer was first elected as a council member of Prairie Village thirty years ago and has been involved with over 850 public government meetings during his 30 years of service. He will be using his upcoming time to relax, visit the library and catch up on recreational reading. He has had a great career and has appreciated getting to know the public officials and public servants of Johnson County and the cities of Johnson County.

Mr. Casserley thanked Commissioner Shaffer for his years of public service. He is a great example of a public servant.

Ms. Hupp thanked Commissioner Shaffer for his trust in her as her appointing Commissioner.

BOARD COUNSEL REPORT

Mr. Logan asked to defer the discussion on the regulation dealing with suspension of library privileges to later in the agenda. The Library Board approved the request.

Contractual Partnerships: Memoranda of Understanding (MOUs)

Mr. Logan discussed the concept of memoranda of understanding (MOU). MOUs are a contract and they are legally binding. The Library has many MOUs and uses them particularly on interagency agreements and

complex real estate interactions. As an example, the project with the City of Lenexa began with an MOU. We will be using an MOU between the Library and the City of Merriam on the new Antioch project. MOUs are sometimes used when we know there will be construction or easement issues that will need to be resolved, these are used in addition to a transaction document.

Mr. Logan used the Lenexa project as an example. The Library Board first approved an MOU with the City of Lenexa in December 2015. Studies continued and a full property conveyance agreement was completed in April 2016. A first addendum to the agreement was approved by the Library Board in August 2016. A second addendum was approved by the Library Board in January 2017.

Land conveyance update with the City of Merriam

Mr. Logan reported that good progress is being made on the Merriam agreement. A survey has been completed and a legal description has been given to the Library. A draft MOU will be shared with the City. The MOU and transaction document will come before the Library Board for approval in the next few months.

Mr. Logan reported that the City of Merriam has been great to work with. Mr. Logan praised the cities that have partnered with the Library, we've been fortunate to have a great series of partnerships.

Ms. Hupp made a change in the agenda to accommodate a Board member who may have to leave early. The Board began the discussion of new business.

NEW BUSINESS

Approval of Administrative Regulation 20-10-30, Suspension, Denial or Restriction of Library Use; Appeal Procedures

Mr. Casserley introduced the topic. Library legal counsel has been engaged in a comprehensive review of the Library's Administrative Regulation governing suspension, denial or restriction of Library use. The revised ARM addresses the procedures that will be followed in cases involving suspension, denial or restriction of Library privileges or use, and the administrative record that will be created in those cases. The revised ARM also addresses the standard of review in the event a suspension, denial or restriction of Library privileges case comes before the Library Board on appeal.

Mr. Casserley reviewed the changes being proposed in the ARM. Mr. Logan stated that the ARM has been revised to provide clarity and the procedure is detailed in the policy. If a case ever involved litigation a court could review the procedure and confirm that it had been followed appropriately.

Ms. Griffith asked what circumstances could trigger the potential involvement of law enforcement.

Mr. Casserley responded that law enforcement is involved if a patron is breaking the law.

Ms. Griffith asked if law enforcement might also be called if a patron was refusing to leave. Mr. Casserley stated that if a patron is breaking the patron code of behavior, Library staff will first ask the patron to stop the behavior. If the behavior continues Library staff may ask the patron to leave for the day. If the patron refuses it becomes an issue of trespassing and we may call law enforcement. Mr. Casserley stated that this circumstance may not lead to the suspension or denial of service, it is dependent on the situation.

Ms. Griffith asked about the term, "arbitrary and capricious standard" that is included in the policy. Mr. Logan responded that this is a legal term that a court would understand. In the case of a suspension, denial or restriction of use, the Library Board does not sit as a jury and review evidence. The Library Board's role is to oversee the administrative process and decide if the policy and procedures have been followed.

Ms. Spalding asked what the most common reason is for a suspension or asking patrons to leave.

Mr. Casserley responded that patrons may be asked to leave for being verbally abusive, engaging in a pattern of inappropriate behavior or theft. Suspensions are used only for egregious behavior, for example, threatening a staff member with violence.

Ms. Spalding asked how the procedure works in real time.

Mr. Casserley stated that the full process can be completed in a day. If we do not know the patron's identity the process may be slowed as we try to identify him or her. In those cases we rely on video footage and share it with staff asking them to be aware.

Mr. Casserley shared that suspension is rare and it is extreme behavior that will cause a patron to be banned.

Mr. Logan emphasized to the Library Board that they will not start seeing regulations like this. This was revised for the worst case scenario. The purpose of the regulation is to clearly define the administrative record.

Motion: Sheryl Spalding moved that the Library Board of Directors approve Administrative Regulation 20-10-30, Suspension, Denial or Restriction of Library Use; Appeal Procedures

Second: JR Riley

Motion carried unanimously

Consideration of renovation study for Spring Hill and De Soto

The Capital Library Master Plan is a twenty year plan. Currently, the De Soto and Spring Hill branches are not scheduled to be renovated for many years. The De Soto and Spring Hill branches were both built in 1982 and serve Johnson County's small rural communities. Although well-maintained, neither building has received much renovation since the time they were built. Staff would like to explore cosmetically refreshing the buildings, as well as explore innovative ways to expand hours and services to provide patrons with an enhanced library environment that better meets community needs.

Mr. Casserley would like to explore technology solutions to expand hours in these locations. Also, to work with these communities to understand what type of spaces they need.

Motion: JR Riley moved that the Library Board approve a study for the renovation of the Spring Hill

and De Soto Branches **Second**: Bethany Griffith

Motion carried unanimously

Consideration of Dell computer and monitor purchase as part of the regular replacement cycle up to the amount of \$110,000 from budgeted Library IT operating funds

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

The Library currently has:

• 346 public desktop computers

- 335 staff desktop and laptop computers, including service points
- 32 catalog only computers
- 19 print release station computers

This request is to fund scheduled replacement of:

- 38 staff laptops and docks (Dell Latitude 7490 and Dell Business Dock)
- 17 print release station and 26 catalog only desktop computers (OptiPlex 3060 Microform factor)
- 20 touch screen monitors for catalog only computer (some will be larger monitors, purchased from a different source so not included in this count)
- 12 service point desktop computers, keyboards and mice (OptiPlex 7060 Microform factor)

This request also includes replacement computers for the catalog only stations at each location - 20 touch screen monitors and 26 desktop computers. The older keyboard and mouse style will be replaced with an ADA stand and touch screen - the same style currently at Central Resource Library and Monticello.

Motion: JR Riley moved that the Johnson County Library Board of Directors approve purchase of Dell replacement computers and monitors at a cost not to exceed \$110,000.

Second: Sheryl Spalding

Motion carried unanimously

COUNTY LIBRARIAN REPORT

Finance Report

Finance Director, Nicki Neufeld reported that the Library is at 93% at revenue received. The Library is at 70% spent down if we include the encumbrance for the collection. This is as expected. Ms. Neufeld stated that most of the collection spend down is completed by the end of September.

Trends in Human Resource and Volunteer Trends

Associate Director of Systemwide Services, Adam Wathen reported to the Library Board. Mr. Wathen reviewed the core operation statistics of digital circulation, physical circulation and visitation. In September, digital and physical circulation continued to pace above previous years.

Mr. Wathen reviewed the trends in human resources. The first trend shows the number of staff the Library has in terms of Full-Time Equivalency or FTE of those positions. FTE is a way that we track the amount of hours dedicated to our service lines. While we had 355 individual people on staff in 2017, this only represents 264.44 full time positions because many of those individuals work part time.

Next year, we will anticipate a jump in both the number of staff and the number of FTE because of Monticello. We added 54 positions with the opening of that branch.

Mr. Wathen presented the second report that describes how many of our staff work full time, part time with benefits and part time without benefits. Staff receive some benefits at 20 hours per week. Medical benefits begin for workers at 30 hours or more. Non-benefitted positions are primarily pages who work 16 hours per week shelving materials.

Mr. Wathen presented a graph describing how FTE breaks out by library function. He also presented a graph showing the longevity of staff by department.

Finally, Mr. Wathen presented trends in volunteers. In 2017, the Library had a total of 1,202 volunteers. Volunteers are dedicated to different areas of the Library. The primary area we receive volunteers is in the

Friends of the Library operation helping with the sale and sorting of donations and weeded materials at the sorting center, bookstores and book sales. Our teen volunteer program also has a large number of volunteers. Mr. Wathen presented the impact of volunteer hours in FTE and in value.

Ms. Hupp thanked Mr. Wathen for the helpful and interesting information.

STRATEGIC PLAN

Mr. Casserley presented the draft of the 2019-2023 Strategic Plan.

In early 2018, Library staff conducted multiple one-on-one interviews, nine community focus groups and eight staff focus groups. In addition, the Library posted a survey that received 14,568 responses from community members and 268 staff members. A comprehensive community engagement report was compiled using this information and Library administration and managers began to develop the strategic plan.

The strategic plan builds from our vision, mission and values statements. Connected to the vision, mission and values statements are five key performance areas: education, community, convenience, communication and operations. Each key performance area includes a strategic vision, outcome and executive goal.

COMPREHENSIVE LIBRARY MASTER PLAN

Lenexa City Center

Project Coordinator, Scott Sime presented to the Library Board. Exterior work is continuing with metal panel installation and window work (including glazing and window frame installation). The gas service has been installed.

In the interior, Turner is working on painting the ceiling, wall-framing and sheet rock installation.

The next site tour is scheduled for Tuesday, November 27th at 3:00. We are anticipating opening at the end of the second guarter.

Lenexa City Center Hiring

Branch manager and Lenexa City Center Hiring project manager, Christian Madrigal presented. The current Lackman staff of 17 employees will be transferring to the Lenexa City Center building. We will be adding 27 new employees to the organization to operate this new building.

Our project team will work collaboratively with Library systemwide managers, County Budget, County Treasury and Financial Management and County HR to have hiring completed in a timely fashion. Much like Monticello, filing these 27 positions will create openings in the rest of the branches. These ripples will move across the organization creating new teams in many different locations.

Funding for the new positions becomes available January 1, 2019. Interviews will start this month.

Review of 2014 Building Hours Study

In 2014, the Library conducted a study to examine library usage by the hour. This data was used to help us better understand how patrons were using the library and when patrons were using the Library. Mr. Casserley reviewed the study which included data points on the number of patron interactions with staff by branch, building head counts, self-check usage and the number of PC sessions. Data on the hourly interactions by branch and hourly checkouts by branch was also gathered. In 2014, the Library estimated

that it would cost somewhere between \$360,000 and \$550,000 to add on hour to the Library's schedule systemwide.

The Library is currently capturing this same type of data to see if these patterns have remained the same or have changed.

Ms. Spalding asked about shelf space, if it increases systemwide with the addition of branches and how the Library keeps shelves full.

Mr. Casserley responded that we are increasing shelf space and collection size overall. However, collections are sized based on projected usage, we try to "right size" the collection.

Mr. Wathen added that the faster the Library can move a book to meet a patron's demand the fewer copies we need. A fast library also means that a higher percentage of materials will be in people's homes, we refer to this as an "off shelf rate". In the summer at Blue Valley, this rate can be as high as 50 to 60% of the collection. In the winter this might drop to 30% of the collection. The Library has to consider that much sway in the collection when planning for shelf space. For example, Blue Valley is stocked at about 130% of shelf capacity and approximately 30 to 40% of the collection is checked out.

Women and Money and Readers Advisory Unconference

Information Services Manager, Kinsley Riggs, reported on two recent successful events, Women and Money Day and the LibraryReads Unconference.

During the Women and Money Day participants learned about personal finance concepts and online, library and community resources that they can access to continue their learning and improving their money management skills. This partnership continues to be cultivated by Marty Johannes, our Career and Personal Finance Librarian and the event is put on with the help of Joseph Keehn, our event producer and the Career and Personal Finance Committee. Feedback from event attendees was enthusiastic and positive.

On Friday, October 19th, librarians from across the country met at the Central Resource Library for a Readers' Advisory Unconference hosted by LibraryReads and the Johnson County Library. LibraryReads is a non-profit organization made up of library staff that promotes a monthly list of new releases that are recommended by librarians across the country. Reference Librarian, Gregg Winsor, has served on the steering committee for the last three years.

Once a year the LibraryReads' Steering Committee members get together, pool their readers' advisory expertise, and hold an Unconference for local library staff.

Ms. Spalding commented on the wonderful comments we received on the Women and Money Day.

2020-2024 Capital Improvement Plan Submission

Every year County agencies and departments put forth their Capital Improvement Program (CIP) requests for the coming budget season in the form of a 5 year look ahead.

Mr. Casserley presented a draft of the 2020-2024 CIP. These items are for capital requests to support the Library system. This is for informational use at this time and will be presented for action at the December 2018 Board meeting.

After Johnson County Library Board action, the CIP requests will be presented to the County CIP Committee, who will review and forward the recommendations on to the County Manager for inclusion in

their budget proposal that will be put forth to the Board of County Commissioners (BOCC). The BOCC will vote on their final budget for 2020 in August of 2019.

Report on the Budget Committee:

Mr. Casserley reported that the budget committee has met three times, following ARM 10-70-10, Library Budget Review and Approval Process. The committee reviews five categories of new spending proposal including: new positions, new programs, significant increases in spending, any deletions or cuts in the Library budget and capital improvement plan proposals.

The committee reaffirmed that significant increases are those in the amount of \$100,000 or more. The committee has completed their review process this year.

CONSENT AGENDA

- Minutes of the October 11, 2018, Library Board meeting
- Approval of changes to ARMS 20-10-10, 20-15-11, 60-10-10
- Affirmation of ARMS 10-10-10, 10-20-10, 10-20-30, 10-20-31, 10-30-20, 10-50-10, 10-50-30, 10-50-35, 10-50-40, 10-50-50, 10-50-85, 10-55-12A, 10-55-14, 10-60-30, 20-10-20, 20-80-30, 50-20-30, 50-20-50, 50-30-30, 50-30-40

Motion: Amy Ruo moved to approve the consent agenda

Second: Sheryl Spalding

Motion carried unanimously

ADJOURNMENT

Motion: Amy Ruo moved to adjourn

Second: Bethany Griffith

Motion approved unanimously

Meeting adjou	rned at 6:34 p.m.			
DATE				
SECRETARY_	Bethany Griffith			
CHAIR	Nancy Hupp	SIGNED	Sean Casserley	



Briefing Sheet

To: Johnson County Library Board **From:** Sean Casserley, County Librarian

Date: December 13, 2018

Issue: Consideration of Approval of SirsiDynix Software Maintenance Renewal

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

Analysis:

The overall increase for this year's renewal from last year's renewal matches the level of the previous years -3.9%. This is in line with renewals of this type.

The SirsiDynix annual renewal includes several services:

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

This level of service was trialed last year and it has ended up saving more than the cost of the service itself.

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

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

Alternatives:

- Evaluate other integrated library system solutions with an eye towards moving to another vendor in a coming year.

 Remove specific services from our renewal to decrease the overall bill.

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: 32023520180926MS

Johnson County Library

Item Number	Item Description	Serial Number Qty	Coverage E From	Effective Dates To	EOL Date	Price
	CirciDuniy Cumphany Additional Duny - France					
10015 10015	SirsiDynix Symphony Additional Branch Fee (ea) SirsiDynix Symphony Additional Branch Fee (ea)	1		- 31/Dec/19 - 31/Dec/19		
M-1987	Authority Control	1		- 31/Dec/19		
M-2228	Information Gateway	1		- 31/Dec/19		
M-2291	Migration Included	1		- 31/Dec/19		
M-2358	ReferenceLIBRARIAN	1		- 31/Dec/19		
M-2369	Reporting Module	1		- 31/Dec/19		
M-2436	Standard Sirsi System Software	1		- 31/Dec/19		
M-2554	Unicorn Migration Package	1		- 31/Dec/19		
M-2638	User Request Module	1		- 31/Dec/19		
M-2630	Unique Management Interface	1		- 31/Dec/19		
M-2648	Webcat WWW Catalog	. 1		- 31/Dec/19		
M-2664	WorkFlows Staff Clients	450		- 31/Dec/19		
M-2713	Z39.50 Version 3 Server	1		- 31/Dec/19		
M-2398	Serials Control			- 31/Dec/19		
M-1924	9XX Order Interface (Acq.)	1		- 31/Dec/19		
M-1960	Acquisitions and Fund Acctng	. 1		- 31/Dec/19		
M-2082	EDI Electronic Ordering	1		- 31/Dec/19		
M-2324	Outreach Module			- 31/Dec/19		
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)	5100		- 31/Dec/19		
12219	Enriched Content Video and Music Profiles Single Element Subscription for F			- 31/Dec/19		
M-1922	4 Port TalkToMe System	1		- 31/Dec/19		
M-2272	MARC Import/Export Utilities	1		- 31/Dec/19		
M-2323	Oracle RDBMS	1		- 31/Dec/19		
M-2016	Bibliographic and Inv. Control	1		- 31/Dec/19		
M-2253	Inventory Control	1		- 31/Dec/19		
M-2002	Backup Circulation	1		- 31/Dec/19		
M-2044	Circulation Control	1		- 31/Dec/19		
10034	SirsiDynix Symphony Universal SIP2	1		- 31/Dec/19		
M-2192	iBistro/iLink Suite	1	1/Jan/19	- 31/Dec/19		
12442	Platinum Services Package - Premier	1	1/Jan/19	- 31/Dec/19		
13181	Platinum Services - Web Services SDK for Libraries Internal Use - included v	with 1	1/Jan/19	- 31/Dec/19		
13313	Platinum Services Data Services - Authority Update Service, Upgrade to Mor		1/Jan/19	- 31/Dec/19		
M-2788	3M Self Check Interface	1	1/Jan/19	- 31/Dec/19		
	All prices are in U.S. Dollars and are					
	exclusive of taxes unless otherwise noted.				Total	205,597.56
	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.		S	ignature		Date
	Any questions regarding this quote can be directed to:					<u>-</u> .
	Michael Smith		Please Pri	nt Name and Ti	tle	
	Michael.Smith@SirsiDynix.com					



Briefing Sheet

To: Johnson County Library Board **From:** Sean Casserley, County Librarian

Date: December 13, 2018

Issue: Consideration of Approval of Bibliotheca Service and Maintenance/Extended Warranty

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

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

Analysis: Bibliotheca furnishes support by technical professionals and replacement parts to maintain materials handling equipment in proper operating condition. Bibliotheca also provides software updates to ensure continued security and smooth operation of all systems.

The overall increase for this year's renewal from last year's renewal matches the level of the previous years -5%. This is in line with renewals of this type.

Breakdown of equipment at each location supported by Bibliotheca:

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

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

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

Alternatives:

- Purchase replacement equipment from competing vendor with different maintenance costs
- Limit the number of self checks and RFID pads impacting patron convenience and staff's ability to provide customer service
- Eliminate sorters and smart chute and ask staff to process materials manually, taking them away from customer service



Licensee Bill To:

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

BeesleyM@jocolibrary.org

Tel: 6087764171

US-60971-P7P1 2.1.18-1.31.19 Renewal Quote Date: 09/05/2018

Quote Number: QUO-85299-R4N4

System Licensee:

Johnson County Library - KS - Main - Ship To - Johnson County Library - KS - Monticello

Michelle Beesley

tbd

Shawnee KS?

United States of America

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

Sales Email: service-renewals-us@bibliotheca.com

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 Contract Term: Feb 01, 2019 - Jan 31, 2020	1	\$168,483.300	\$168,483.30
			Total	\$168,483.30

(Less Sales Tax):

Grand Total: \$168,483.30

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	3M [™] USB Powered Conversion Station Model 815	21007003		02/01/19	01/31/20	\$208.95
Johnson County Library - KS - Main	3M [™] USB Powered Conversion Station Model 815	21007023		02/01/19	01/31/20	\$208.95
Johnson County Library - KS - Main	3M [™] USB Powered Conversion Station Model 815	21007028		02/01/19	01/31/20	\$208.95
Johnson County Library - KS - Blue Valley Library	2820	28200077	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Blue Valley Library	2820	28200078	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Main	2820	28200079	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - K\$ - Main	2820	28200080	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Leawood Library	2820	28200106	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Leawood Library	2820	28200107	1	02/01/19	01/31/20	\$4,304.16
lohnson County Library - KS - eawood Library	2830	283000047	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Main	2830	28300029	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Blue Valley Library	2830	28300032	1	02/01/19	01/31/20	\$4,304.16
Johnson County Library - KS - Blue Valley Library	2850 FX	28500141	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Blue Valley Library	2850 FX	28500142	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Blue Valley Library	2850 FX	28500143	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Leawood Library	2850 FX	28500194	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Leawood Library	2850 FX	28500195	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Main	2850 FX	2850a053	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Main	2850 FX	2850b053	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Main	2850 FX	2850c053	1	02/01/19	01/31/20	\$1,135.58
Johnson County Library - KS - Blue Valley Library	2855 FX	28550052	1	02/01/19	01/31/20	\$2,381.40
Johnson County Library - KS - Main	2855 FX	28550053	1	02/01/19	01/31/20	\$2,381.40
Johnson County Library - KS - Leawood Library	2855 FX	28550070	1	02/01/19	01/31/20	\$2,381.40
Johnson County Library - KS - Blue Valley Library	2860 FX	28600077R	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Blue Valley Library	2860 FX	28600078L	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Main	2860 FX	28600080R	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Main	2860 FX	28600081L	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Leawood Library	2860 FX	28600112R	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Leawood Library	2860 FX	28600117L	1	02/01/19	01/31/20	\$852.23



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Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Main	2860 FX	28600350L	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Blue Valley Library	2863 FX	28630027	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Leawood Library	2863 FX	28630040	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Blue Valley Library	2864 FX	28640011	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Main	2864 FX	28640012	1	02/01/19	01/31/20	\$852.23
Johnson County Library - KS - Oak Park Library	8405	84050005	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Oak Park Library	8405	84050006	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	84050007	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	84050008	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Lackman Library	8422	84220423	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Lackman Library	8422	84220424	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Lackman Library	8422	84220425	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Lackman Library	8422	84220426	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Gardner Library	8422	84220494	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Gardner Library	8422	84220497	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Desoto Library	8422	84220778	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Spring Hill Library	8422	84220779	1	02/01/19	01/31/20	\$1,774.50
Johnson County Library - KS - Shawnee Library	877	87700414	1	02/01/19	01/31/20	\$2,422.19
Johnson County Library - KS - Shawnee Library	877	87700415	1	02/01/19	01/31/20	\$2,422.19
Johnson County Library - KS - Main	Enterprise	90100157	1	02/01/19	01/31/20	\$2,495.00
Johnson County Library - KS - Corinth Library	9101DM	91100556	1	02/01/19	01/31/20	\$1,291.03
Johnson County Library - KS - Main	9102DM	91200257	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Antioch	9102DM	91200258	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Lackman Library	9102DM	91200270	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Blue Valley Library	9102DM	91200351	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Gardner Library	9102DM	91200509	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Oak Park Library	9102DM	91200519	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Oak Park Library	9102DM	91200520	1	02/01/19	01/31/20	\$1,623.98



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Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Corinth Library	9102DM	91200564	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Leawood Library	9102DM	91200565	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Leawood Library	9102DM	91200567	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Shawnee Library	9102DM	91200631	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Cedar Roe Library	9102DM	91200647	1	02/01/19	01/31/20	\$1,623.98
Johnson County Library - KS - Shawnee Library	8405	9410083	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Corinth Library	8405	9410084	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410085	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410088	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410089	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Blue Valley Library	8405	9410090	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Oak Park Library	8405	9410257	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	9410258	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Leawood Library	8405	9410259	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Corinth Library	8405	9410260	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Antioch	8405	9410261	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Antioch	8405	9410262	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Antioch	8405	9410263	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Shawnee Library	8405	9410264	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Corinth Library	8405	9410265	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Shawnee Library	8405	9410266	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Main	8405	9410267	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Cedar Roe Library	9410F	9410268	1	02/01/19	01/31/20	\$1,514.84
Johnson County Library - KS - Oak Park Library	8405	9410269	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Cedar Roe Library	9410F	9410270	1	02/01/19	01/31/20	\$1,514.84
Johnson County Library - KS - Corinth Library	8405	9410271	1	02/01/19	01/31/20	\$1,403.85



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Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Blue Valley Library	8405	9410272	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Main	9410F	9410273	1	02/01/19	01/31/20	\$1,514.84
Johnson County Library - KS - Main	8405	9410274	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Main	8405	9410275	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Main	8405	9410276	1	02/01/19	01/31/20	\$1,403.85
Johnson County Library - KS - Main	895	P1204222	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204223	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204554	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204555	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204556	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204557	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204558	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Blue Valley Library	895	P1204973	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Corinth Library	895	P1204974	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Corinth Library	895	P1204975	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Corinth Library	895	P1204976	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1204977	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Leawood Library	895	P1204978	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Antioch	895	P1204979	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Corinth Library	895	P1204980	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Gardner Library	895	P1204981	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Blue Valley Library	895	P1204982	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Lackman Library	895	P1204983	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Antioch	895	P1204984	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Antioch	895	P1204985	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Lackman Library	895	P1204986	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Lackman Library	895	P1204987	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Cedar Roe Library	895	P1204988	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Cedar Roe Library	895	P1204989	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Gardner Library	895	P1204990	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1205013	1	02/01/19	01/31/20	\$399.00



Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Johnson County Library - KS - Blue Valley Library	895	P1205014	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1205015	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Desoto Library	895	P1205016	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Oak Park Library	895	P1205017	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Blue Valley Library	895	P1205018	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Edgerton Library	895	P1205019	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Leawood Library	895	P1205020	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Blue Valley Library	895	P1205021	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	895	P1205022	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Gardner Library	895	P1205023	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Leawood Library	895	P1205024	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Shawnee Library	895	P1205025	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Desoto Library	895	P1205026	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Cedar Roe Library	895	P1205027	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Blue Valley Library	895	P1205028	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Shawnee Library	895	P1205029	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Blue Valley Library	895	P1205030	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Spring Hill Library	895	P1205308	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Spring Hill Library	895	P1205309	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	896	P1213985	1	02/01/19	01/31/20	\$399.00
Johnson County Library - KS - Main	896	P1213986	1	02/01/19	01/31/20	\$399.00



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 performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

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

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

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

Accepted By:	
Accepted Date:	
Customer Purchase Order Number:	

JOHNSON COUNTY LIBRARY GIFT FUND TREASURER'S REPORT

Period: OCT-2018

		Receipts	Payments	Balance
Opening ca	Opening cash balance			\$116,648.25
	Add Receipts	\$92.30		
	Less Payments		\$583.31	
Ending Cas	Ending Cash balance			\$116,157.24
	Less Liabilities		\$2,083.78	
Unobligate	d cash balance			\$114,073.46

APPROVED: _		
DATE:		



Briefing Sheet

To: JCL Library Board From: Sean Casserley Date: November 8, 2018

Issue: 2020-2024 Capital Improvement Plan (CIP) Submission

Background: Every year County agencies and departments put forth their Capital Improvement Program (CIP) requests for the coming budget season in the form of a 5 year look ahead.

Today we are presenting a draft of the 2020-2024 CIP and these items are for capital requests to support the Library system. This is for informational use at this time and we will be asking you to take action at the December 2018 Board meeting.

After Johnson County Library Board action, the CIP requests will be presented to the County CIP Committee, who will review and forward the recommendations on to the County Manager for inclusion in their budget proposal that will be put forth to the Board of County Commissioners (BOCC). The BOCC will vote on their final budget for 2020 in August of 2019.

Alternatives: None at this time.

Review: Requests have been reviewed by JCL Board Budget Committee, JCL Administration, JCL Facilities and Johnson County Budget.

Budget Approval: \$1,130,000 in funding for the Capital Replacement Plan (CRP) funded from JCL operating, \$140,000 in one-time costs for the Corinth Library Study funded from JCL operating and \$13,680,094 for the Antioch Library Replacement project funded from cash and bonds.

Recommendation: We recommend the Library Board of Directors approve the 2020-2024 Capital Improvement Plan Submission.

Suggested Motion: I move the Library Board of Directors approve the proposed 2020-2024 Capital Improvement Plan request.

Department Request Summary

Capital Improvements Program 2020-2024 Johnson County, Kansas

Department: Library					Date of Submission: December 2018							
Priority Project Title					Projected Capital Expenditures							
			2020		2021	2022		2023		2024		Total
1	CRP Antioch Library Replacement Corinth Library Replacement	\$ \$ \$	1,330,000 74,055 140,000	\$ \$	1,465,500 1,110,818	\$ 1,525,000 \$ 10,767,908	\$ \$ \$	1,497,000 1,727,313 708,900	\$	1,445,500 11,544,350	***	7,263,000 13,680,094 23,595,000
Department Preparer: Georgia Sizemore					Department Approval: Sean Casserley							

Johnson County Capital Improvements Program 2020-2024 Project Request Capital Summary

Department: Library					ite: Decem	be	r 2018					
Submittal Year: 2018	omittal Year: 2018 Project Title: Capital Replacement Plan											
Annual Debt Service:	# o	f Years:		-	Pri	iority: System	1					
Capital Expenditures		2020	2021 2022		2023		2024			Project Total		
Building Envelope/Roofing/Exterior Building Signage Parking Lots/Site Repair/Irrigation/Landscaping Interior Work/Finishes/ADA Subtotal	\$ \$ \$ \$	326,000 - 285,000 611,000	\$ \$ \$ \$	70,000 308,500 442,000	\$ \$ \$	105,000 250,000	\$	757,000 - 425,000 1,182,000	\$ \$ \$	767,000 9,500 475,000	\$ \$ \$ \$ \$ \$ \$ \$ \$	2,430,000 423,000 1,877,000 - - - - 4,730,000
Equipment Expenditures	Ψ	2019	Ψ	2020	Ψ	2021	Ψ	2022	¥	2023		Project Total
Vehicle Replacement Building HVAC/Electrical Equip Replacement Subtotal	\$ \$	719,000 719,000	\$ \$	35,000 610,000 645,000	\$ \$ \$	570,000	\$ \$ \$	40,000 275,000 315,000	\$ \$ \$	194,000 194,000	\$ \$ \$ \$	165,000 2,368,000 - 2,533,000
Start Up Expenditures		2019		2020		2021		2022		2023		Project Total
Subtotal	\$	-	\$		\$	-	\$		\$		\$ \$ \$	
TOTAL	\$	1,330,000	\$	1,465,500	\$	1,525,000	\$	1,497,000	\$	1,445,500	\$	7,263,000

Capital Improvement Program Capital Impact Johnson County, Kansas

Department: Johnson County Library

Project Title: Antioch Library Replacement

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.

The existing 35,258 gross square foot (GSF) Antioch Library was occupied in 1956 and was the first central library. It has been renovated 5 times, with many smaller alterations occurring over the years within its interior spaces.

The City of Merriam approached the Library Board of Directors with an opportunity to construct a new facility on donated land directly adjacent to Merriam's new community center, strengthening the connection with the community. This project would create a 15,750 GSF facility to replace the existing facility and has the added benefits of allowing the Library to keep the existing branch open until the new branch has completed construction and also to sell the existing properties.

In the 2019 budget, a project was approved for a new materials conveyance system for Antioch in the amount of \$300,000. With the approval of this Antioch Library Replacement project request, the 2019 project would not be pursued. The materials conveyance system would be installed as part of the costs of this replacement project and the dollars are included in this project for that purpose.

2. Explain the project need. How is this need currently being met? The limits of the existing site are predominantly location and small site size; site access and parking are both challenging, now and with any redevelopment in the future. The square footage for the new facility meets the need for this service area.

3. How does this project relate to the Board of County Commissioners' Strategic Priorities for Johnson County or departmental goals?

This project is aligned with the JCL Strategic Plan by providing a facility that can support and house the Library's Strategic Plan. This project is also aligned with the BOCC's Strategic priorities: 1) Complete or advance existing projects approved by voters and the Board of County Commissioners with efficiency and effectiveness and 6) Facilitate increased coordination, collaboration, and consolidation within and among all governmental entities for the efficient and effective delivery of public services.

4. Summarize and attach any preliminary studies that have been conducted. JCL 2015 Comprehensive Library Master Plan

Capital Improvement Program Capital Impact Johnson County, Kansas

5. Provide a detailed project timeline beginning from	m proje	ct approval, through design,						
construction, fully occupied, and fully operational.								
The following timeline is anticipated and may change:								
Site Feasibility Study/Programming/Estimating	Q2	2018						
Architect Selection	Q4	2020						
Design and Documentation	Q1-3	2021						
Bidding and Construction	Q4-4	2021-22						
Furniture Installation/Collection/Training/Move in	Q1	2023						
Opening	Q1	2023						
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								
Replacement Enhancement/Upgrade Growth New Service Provision 7. What alternatives have been considered to this project, i.e. lease vs. purchasing, outsourcing, cooperative or shared purchasing? Please elaborate. The alternatives are to continue operating a branch at this location, to construct a new facility on the same site or to search for other locations and opportunities to partner with other entities.								
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 approximalifespan of 75 years.	ately 15	,750 square feet with an anticipated						
9. Please outline what sustainability best practices project.	were co	nsidered in the development of this						
Sustainability practices will be integral in the design and construction of this project.								

Johnson County Capital Improvements Program 2020-2024 Project Request Capital Summary

Department: Library			Date: December 2018				
Submittal Year: 2018		Project Title: An	tioch Library Re	placement			
Annual Debt Service:	\$ -	# of Years:	-	Priority: 2			
Capital Expenditures	Prior Years Total	2020	2021	2022	2023	2024	Project Total
Preliminary Studies Design/Consulting Construction Public Art	\$ 32,600	\$ 74,055	\$ 1,110,818	\$ 9,759,119 \$ 136,800			\$ 32,600 \$ 1,481,091 \$ 9,759,119 \$ 136,800 \$ - \$ - \$ -
Subtotal Equipment Expenditures	\$ 32,600 Prior Years	\$ 74,055 2020	\$ 1,110,818 2021	\$ 10,192,137 2022	2023	2024	\$ 11,409,610 Project Total
Furnishings, Fixtures & Equipmer	Total			\$ 575,771	\$ 1,727,313		\$ 2,303,084
Subtotal	\$ -	\$ -	\$ -	\$ 575,771	\$ 1,727,313	\$ -	\$ - \$ 2,303,084
Start Up Expenditures	Prior Years Total	2020	2021	2022	2023	2024	Project Total
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
TOTAL	\$ 32,600	\$ 74,055	\$ 1,110,818	\$ 10,767,908	\$ 1,727,313	\$ -	\$ 13,712,694

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 searea	curren	t site in Prairie Village or construct a				
2. Explain the project need. How is this need currently being met? This need is currently being met by providing maintenance repairs to the existing building that is in poor condition.						
3. How does this project relate to the Board of Coulonson County or departmental goals? This project is aligned with the JCL Strategic Plan I house the Library's Strategic Plan. This project is a priority 1) Complete or advance existing projects and Commissioners with efficiency and effectiveness.	by prov lso alig	iding a facility that can support and ned with the BOCC's Strategic				
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 Bidding & Construction Furniture Installation/Collection/Training/Move in Opening	- •	2020 2023 2023-24 2024-25 2025				
6. Describe in detail the nature of the services provof the following best describes this project (see inst		* *				
Replacement 🛛 Enhancement/Upgrade 🔲 Gr	owth [☐ 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.

The alternative is to continue performing major repairs on the existing building as long as possible and close the building and branch 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 2020-2024 Project Request Capital Summary

Department: Library	Date: Decem	ember 2018								
Submittal Year: 2018		Project Title: Co	orinth Library Rep	olacement						
Annual Debt Service:	\$ -	# of Years:	-	Priority: 2	Priority: 2					
Capital Expenditures	Prior Years Total	2020	2021	2022	2023	2024	Project Total			
Preliminary Studies Design/Consulting Construction Public Art		\$ 140,000			\$ 708,900	\$ 1,299,350 \$ 10,245,000	\$ 140,000 \$ 2,360,000 \$ 17,075,000 \$ 235,000 \$ - \$ - \$ -			
Subtotal	\$ -	\$ 140,000	\$ -	\$ -	\$ 708,900	\$ 11,544,350	\$ 19,810,000			
Equipment Expenditures	Prior Years Total	2020	2021	2022	2023	2024	Project Total			
Furnishings, Fixtures & Equipmen	it						\$ 3,785,000			
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ 3,785,000			
Start Up Expenditures	Prior Years Total	2020	2021	2022	2023	2024	Project Total			
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
TOTAL	\$ -	\$ 140,000	\$ -	\$ -	\$ 708,900	\$ 11,544,350	\$ 23,595,000			



To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 13, 2018

Issue: Consider approving a contract with O'Donnell & Sons Construction Company, Inc. For a total amount of \$315,000.00 for pavement improvements at the Central Resource Library northeast parking lot Phase 3 per Invitation for Bid (IFB) No. 2018-048

Background:

The northeast side lot at Central Resource Library was last resurfaced in 1995 when the building opened. Use and water have led to the deterioration of this part of the lot to the point where patching is no longer a long term solution. Drainage improvements will be installed and the parking lot will be resurfaced as part of this project. Partial sidewalk concrete replacement located along the front of the building and installation of new bike rack for patrons are included in the scope of this project. The project will include a combination of new asphalt pavement zone, new concrete pavement zone and new cubs and gutter.

Analysis: On October 15, 2018, the Treasury and Financial Management Department issued an invitation for Bid (IFB) No. 2018-048 for pavement improvements at the Central Resource Library. The IFB was advertised in the local newspaper, posted electronically on the Johnson County KS website. Drexel Planroom and Johnson County KS electronic biding site powered by Ionwave Technologies

A mandatory pre-bid site visit was held on October 23, 2018 at the Central Resource Library. Eight (8) firms were in attendance and on November 6, 2018, five (5) responsive bids were received. The lowest bid was submitted by O'Donnell & Sons Construction Company, Inc. This bid is within available designated funds. SK design Group Inc., the consultant assisting the library on this project is in agreement with the Library, Facilities and Purchasing departments on the recommended award to O'Donnell & Sons Construction Company, Inc.

O'Donnell & Sons Construction Company, Inc.	\$315,000.00
G-B Construction LLC	\$317,000.00
McAnany Construction	\$325,000.00
McConnell and Associates Corp.	\$355,450.00
Gunter Construction Company	\$394,730.00

Alternatives: 1) Not authorize the contract recommendation

Legal Review: Library Legal counsel has reviewed and approved this item.

Funding Review: These Funds have been allocated in the approved Capital Replacement Plan.

Recommendation: Authorize a contract to by O'Donnell & Sons Construction Company, Inc. for this project for a total amount of \$315,000.00 per invitation for Bid (IFB) No. 2018-048

Suggested Motion: I move to approve a contract award to O'Donnell & Sons Construction Company, Inc. for pavement improvements at the Central Resource Library for a total amount of \$315,000.00 per Invitation for Bid (IFB) No. 2018-048



To: Johnson County Library Board

From: Sean Casserley Date: 12/13/2018

Issue: Consideration of the approval of the 2019-2023 Johnson County Library Strategic Plan.

Background: In the spring and summer of 2018, Johnson County Library and the KU Public Management Center worked together to seek input from a broad spectrum of community stakeholders for use in the development of the Johnson County Library's five-year strategic plan. As part of the process, a series of stakeholder interviews and focus groups were conducted and separate community and staff surveys were administered. In total, over 14,500 people responded, sharing their thoughts and ideas on where the Library should focus its efforts in the next five years.

With this comprehensive stakeholder report, JCL administration and managers began to develop the strategic plan. The plan has been designed to speak to both external and internal stakeholders by clearly linking JCL's vision, mission and key performance areas of education, community, convenience, communication and operations to goals and tactics.

Alternatives: No alternatives to recommend at this time.

Recommendation: We recommend the Library Board of Directors approve the 2019-2023 Strategic Plan.

Suggested Motion: I move that the Library Board of Directors approve the 2019-2023 Strategic Plan.



To: Johnson County Library Board

From: Sean Casserley Date: 10/31/2018

Issue: To reaffirm our agreement with AARP Tax-Aide. The MOU establishes how the Johnson County Library works with AARP Tax-Aide to provide tax preparation assistance for community members.

Background: Under this agreement, the Library will provide meeting room space for training of tax volunteers; provision of tax preparation assistance for community members; and the volunteer recognition/celebration at the end of the tax season.

Alternatives: 1) Approve the MOU 2) Not approve the MOU

Legal Review: Reviewed by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with AARP Tax-Aide through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with AARP Tax-Aide through December 31, 2019.

Memorandum of Understanding (MOU) between the Johnson County Library and AARP Tax-Aide

This MOU is intended to document the relationship between the Johnson County Library System and AARP Tax-Aide organization.

Tax Year 2018 (February 1 – April 15, 2019)

Training:

 Johnson County Library (JCL) will provide meeting space for training of tax volunteers both at the Central Resource Library and the Antioch Library. This training will take place primarily in December of 2018 and January of 2019.

Tax Preparation:

- Johnson County Library will provide one room (capacity of 24) at the Central Resource Library (9875 W 87 St, Overland Park). The room is lockable and will be used exclusively by the AARP tax volunteers from January 29 until April 18.
- For this year AARP will provide services by appointment only at the Central Resource Library.
- Walk-ins may be taken if space is available but that option will not be promoted.
- AARP will provide all the hardware and software needed to prepare taxes.
- JCL will provide key card access for volunteers to the Central Resource Library, as well as tables and chairs.

Communication:

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

End of Year Celebration:

JCL will provide Carmack meeting room with chairs and tables to hold the AARP Tax-Aide end-of-the-year celebration from Noon - 5:00 PM on April 18, 2019. AARP will provide any technology,
 treats and consumables used for the event. JCL staff will not assist in the planning of this event in any way other than to reserve the room.

Eugene Meiners, District 27 Coordinator

gmeiners@everestkc.net

AARP Tax Aide Representative

Sean Casserley, County Librarian County Librarian



To: Johnson County Library Board

From: Sean Casserley Date: 12/13/2018

Issue: To establish an agreement with BikeWalk KC. The MOU establishes how the Johnson County Library works with BikeWalk KC to provide programming and a bicycle "fix-it" station at Johnson County Library.

Background: Under this agreement, the Library will provide space to host BikeWalk KC programming at Central Resource Library and BikeWalk KC will provide a "fix-it" station and education around bicycle repair to Johnson County Library patrons.

Alternatives: 1) Approve the MOU 2) Not approve the MOU

Legal Review: Reviewed by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with BikeWalk KC through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with BikeWalk KC through December 31, 2019.

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

This MOU is intended to document the relationship between the Johnson County Library (JCL) and BikeWalkKC.

Agreement will cover 2018 & 2019

Site Consultation: BikeWalkKC will provide recommendations for hardware and placement of a public bicycle repair station (commonly referred to as a "fix-it stand") and bike racks at the Central Resource Library.

Delivery: BikeWalkKC will deliver the fix-it stand, bike racks, and any necessary components and hardware for it to be installed and functional. The components and hardware will not include the surface material the fix-it stand will be installed on and attached to, i.e. concrete slab.

Site Location: JCL will provide an acceptable surface and location for the fix-it stand and bike racks to be installed on. Anticipated delivery, Spring 2019.

Maintenance: JCL will perform any necessary maintenance and upkeep on the fix-it stand and bike racks after installation.

Programming: BikeWalkKC will host a "Maintain Your Ride" program at the Central Resource Library after the installation of the fix-it stand to celebrate the installation and educate our patrons on how to utilize the new hardware. Anticipated delivery, Summer 2019.

Communication: Johnson County Library will publish a press release to notify the public of the installation of the fix-it stand and bike racks, the grant from LiveWell Johnson County, and "Maintain Your Ride" program being facilitated by BikeWalkKC. Johnson County Library will invite program partners and take a photo in front of the newly installed hardware before the "Maintain Your Ride" program begins.

Maggie Priesmeyer Green Director of Programs, BikeWalkKC Sean Casserly County Librarian, Johnson County Library



To: Johnson County Library Board

From: Sean Casserley Date: 11/16/2018

Issue: To affirm our agreement with Housing & Credit Counseling Inc. (HCCI). The MOU establishes how the Johnson County Library works with HCCI to present Women & Money Day, an event which provides personal literacy education and resources for community members.

Background: Under this agreement, JCL is responsible for providing meeting rooms, audiovisual equipment, and staff / volunteers; and managing registration. JCL and HCCl are jointly responsible for identifying speakers, paying for the keynote speaker, and promoting the event.

Alternatives: 1) Approve the MOU 2) Not approve the MOU

Legal Review: Reviewed by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with HCCI through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with HCCI through December 31, 2019.



Memorandum of Understanding between Housing and Credit Counseling, Inc. (HCCI) and



Johnson County Library (JCL)

The parties to this Memorandum of Understanding are:

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

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

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

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

Whereas: HCCl and JCL wish to identify potential new and creative formats for presenting financial literacy education opportunities specifically designed for women; and

Whereas: JCL and HCCl both wish to enter into this Memorandum of Understanding for the express purpose of continuing their collaboration to present HCCl's Women & Money programs;

The parties mutually agree to:

- accept the responsibilities and terms outlined in this Memorandum of Understanding as a guideline for their shared commitment to collaboratively initiate HCCl's Women & Money program in calendar year 2019 (provided HCCl secures adequate funding); and
- 2) identify, as it may be appropriate, future opportunities to collaborate to meet the financial literacy needs of Johnson County residents.

Scope and Initial Timeline of Work in 2019

Based on excellent attendance at the Saturday event in 2018, the very positive participant comments and the ease of planning and implementing a one-day Saturday event, HCCI strongly recommends repeating the format of a "Women & Money Day" scheduled Saturday, October 12, 2019 with specific program times, topics, breakout formats and speakers to be determined between HCCI and JCL as described below.

Part II: Roles and Responsibilities

Whereas: JCL and HCCl wish to define work responsibilities so that shared responsibilities will maximize successful outcomes; and

Whereas: JCL wishes to market and promote the HCCI Women & Money program as a shared endeavor; and

Whereas: HCCI wishes to retain all trademarked branding of the HCCI Women & Money financial literacy education event as an HCCI education offering;

The parties mutually agree to name staff to represent the best interest of each party in this collaborative endeavor.

The primary staff person representing the leadership direction of Johnson County Library shall be:

• Marty Johannes, Careers / Personal Finance Librarian

The primary staff person representing the leadership direction of Housing and Credit Counseling, Inc. shall be:

• Lynne Crabtree, Grant Writer / Communications Manager

Communication by the parties shall be by phone, e-mail and in meetings by video-conferencing, as needed.

The parties mutually agree to delegate work tasks as follows:

Housing and Credit Counseling, Inc. will:

- develop a program budget;
- determine the validity of and have sole responsibility for authorizing all expenditures;
- secure all funding;
- draft, with input from JCL Staff, marketing pieces including but not limited to print, digital, visual and audio:
- identify all speakers with input from JCL Staff;
- contact speakers to finalize all arrangements for presentations and related travel and lodging as may be needed;
- prepare, with input from JCL Staff, printed handouts for participants attending;
- coordinate the evaluation process to document outcomes;
- prepare and distribute outcomes evaluation tools (forms);
- analyze and report outcomes with assistance from JCL Staff;
- document outcomes, with assistance from JCL Staff, in a final report.

Johnson County Library will:

- finalize and provide all room arrangements, class set-up, audio-visual equipment and other event related technical and support equipment as may be needed;
- develop an enrollment system and manage the enrollment of participants;
- produce an attendance roster and maintain and report attendance;
- identify community sources that will collaboratively market the event at no charge to JCL or to HCCI and promote the program through outreach to these partnering community sources; and
- identify potential volunteers to assist with the logistics of the event:
- engage and provide supervision for volunteers.

HCCI and **JCL** Staff will jointly:

- identify a keynote speaker that meets the mission of both entities;
- identify breakout speakers that will serve the objectives of the program in a non-biased manner;
- identify speakers to present "Marty Talks" (brief 20-minute presentations / demonstrations) that will enhance learning;
- market the event;
- share outcomes with JCL and HCCI, sponsors, speakers and other interested parties.

In addition, HCCI and JCL agree:

- Speakers at past Women & Money classes will be considered as preferential presenters provided they are available;
- All potential speakers will be interviewed by phone, in person and/or by video-conferencing and vetted to assure the speaker is committed to the shared missions of HCCI and JCL; and
- HCCI will communicate with all speakers to assure they fully understand the requirement that <u>no</u> "sales pitch" of any product or service may be initiated by the speaker/s.

Contingency:

- 1) HCCI anticipates funding in 2019 will be sufficiently identified by mid-February 2019 to assure planning for a one-day event schedule similar to the 2018 Women & Money Day. In the event a keynote speaker cannot be identified at a reasonable cost by mid-February 2019, HCCI and JCL reserve the right to consider amending the program budget and schedule, as needed, to produce a program that closely resembles the curriculum content and format of the 2018 Women & Money Day within a modified budget.
- 2) HCCl anticipates adequate funding can be fully secured by June 2019 to implement the project as described above, however; HCCl reserves the right to cancel the program at any time on or before July 1, 2019 should HCCl determine sufficient funding cannot be secured to meet the primary program costs for a keynote speaker and the cost of HCCl's Staff time to prepare and implement the program.

Commitment to the Partnership:

We the undersigned, as representatives of the partnership, have read and agree with the preliminary draft outlines, program agenda and descriptions of this project and with the scope of work described in this Memorandum of Understanding.

by:	bv:
Marilyn Stanley, Executive Director Housing and Credit Counseling, Inc.	Sean Casserley, County Librarian Johnson County Library
date: <u>11/29/2018</u>	date:



To: Johnson County Library Board

From: Sean Casserley Date: 12/13/2018

Issue: To establish an agreement with Lenexa Arts Council. The MOU establishes how the Johnson County Library works with Lenexa Arts Council to provide programming at the Lenexa City Center.

Background: Under this agreement, the Library and the Lenexa Arts Council will share responsibility for providing performers at Lenexa City Center in 2018 and 2019.

Alternatives: 1) Approve the MOU 2) Not approve the MOU

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Lenexa Arts Council through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Lenexa Arts Council through December 31, 2019.

2019 CITY CENTER LIVE PROGRAM AGREEMENT

	THIS	AGREEMENT	is	made	and	entered	into	this		day
of		, 2018, by	and	l betwee	en the	City of L	_enexa,	Kansas	("City")	and
Johns	son Cou	inty Library (" JCL	") (cd	ollectivel	ly, the	"Parties") for the	e purpose	of offer	ing a
series	s of perfe	orming arts event	s cal	led "City	y Cent	er Live" (1	the "Pro	gram"). ˈ	The Proເ	gram
may i	nclude,	but is not limited	to, m	nusic pe	rformaı	nces, thea	atrical p	erforman	ces, read	ders'
theate	er, and	dance performan	ices.	This is	a part	nership s	ponsor	ed by bo	th Partie	s as
provid	ded here	ein.								

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

- The parties shall cooperate in the planning and providing of the Program. Parties shall have the right of review and comment on all Program decisions at any time throughout the duration of the Agreement, and any subsequent agreements hereto.
- 2. The parties anticipate Program events will be held from 7:00 p.m. to 8:00 p.m. on the second Friday of the following months in 2019: January, February, March, June, July, August, September, October and November. However, the specific dates and locations of the Program events will be mutually agreed upon by the Parties in advance. All Program events shall be governed by the terms and conditions set forth in this Agreement.
- 3. Each party shall be responsible for providing performing arts programming for approximately half of the Program events, as mutually agreed to by the Parties.
- 4. JCL shall provide adequate staff or volunteers to assist with the Program events. JCL shall be solely responsible for compensating its staff and for paying any federal and state taxes on such earnings; as well as providing workers compensation, if applicable, for its staff.
- 5. City shall provide adequate staff or volunteers to assist with the Program events. City shall be solely responsible for compensating its staff and for paying any federal and state taxes on such earnings; as well as providing workers compensation, if applicable, for its staff.
- 6. Each party shall assist in marketing and advertising the Program.
- 7. JCL authorizes City to take photographs and/or video of JCL and to use, at its discretion, any photographs and/or video taken, and JCL waives any and all claims it may have resulting from any such photographs, video or reproduction.
- 8. City authorizes JCL to take photographs and/or video of City and to use, at its discretion, any photographs and/or video taken, and City waives any and all claims it may have resulting from any such photographs, video or reproduction.

- 9. Parties shall not subcontract, sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof without previous written consent of the other Party.
- 10. During the term of this Agreement, each party shall maintain general liability insurance in the minimum amount of \$500,000 per occurrence/\$500,000 aggregate through an insurance carrier licensed to do business in Kansas with a Best's Policyholder Rating of A or better and a minimum Class X financial rating, or be otherwise self-insured with the capacity to cover claims up to \$500,000.
- 11. Either Party may terminate this Agreement at any time by providing sixty (60) days written notice to the other party. In addition, Parties may mutually agree to cancel a Program event without cause and for its convenience at any time prior to the date on which the Program event is first advertised or marketed with written notice to the other party. Parties may mutually agree to cancel a Program event at any time if it determines that circumstances beyond the control of parties make cancellation inevitable, including, but not limited to, adverse weather conditions or act of God.
- 12. The term of this Agreement shall be one year from the date of execution, unless and until terminated as provided herein. The term of the Agreement may be extended for additional one-year terms by written addendum executed by both parties.
- 13. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement, if modified or amended, must be done so in writing and signed by the parties.
- 14. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 15. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable solely in accordance with the laws of the State of Kansas and may be enforced in the District Court for Johnson County, Kansas.
- 16. This Agreement is not intended to create a separate or independent legal entity. Nothing in this Agreement is intended to limit or prevent, in any way, the authority or ability of each party to plan, manage, provide or approve any recreational program.
- 17. The undersigned individuals represent that they have authority to execute this Agreement on behalf of the Party for which they are signing and to bind the Party to its terms.

IN WITNESS WHEREOF, both parties have caused the Agreement to be executed on the day and year first written above.

CITY OF LENEXA

BY:							
Gary Ristow, Parks and Recreation Director							
APPROVED AS TO FORM:							
Steven Shrout, Assistant City Attorney							
JOHNSON COUNTY LIBRARY							
BY:							
APPROVED AS TO FORM:							
By:							



To: JCL Library Board From: Sean Casserley October 12, 2018

Issue: To establish a relationship with De Soto Parents As Teachers.

Background:

Parents As Teachers is a school district supported - but separately funded - organization that provides development knowledge and parenting supports to families with young children. The Library and De Soto Parents As Teachers have been informally supporting each other for a number of years. This MOU formalizes our partnership. De Soto Parents As Teachers requested this MOU which will assist them in securing state and federal grants to continue their work with families.

Alternatives:

The Library continues to support De Soto Parents As Teachers but in an informal way. The Library discontinues its support of De Soto Parents As Teachers.

Legal Review: Approved by legal counsel.

Recommendation: That the Johnson County Library Board of Directors approve the proposed memorandum of understanding with De Soto Parents As Teachers.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with De Soto Parents As Teachers.

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will:

- 1. Provide regular storytimes at the DS PAT Play Center.
- 2. Provide a staff member for DS PAT Advisory Board quarterly meeting.
- 3. Allow DS PAT to use library meeting spaces at no cost with reservations when available.

De Soto Parents As Teachers will:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2019 to December 31, 2019.

Cancellation and Termination:

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

Signatures:

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

Jame Inte	11/27/18
Jamie Fink, Coordinator, De Soto Parents As Teachers	Date
T. Sean Casserley, Johnson County Librarian	Date



To: JCL Library Board From: Sean Casserley Date: December 13, 2018

Issue: Renewal of the Lease Agreement with the City of Edgerton

Background:

Currently Johnson County Library and the City of Edgerton have a use and maintenance agreement in place for the purpose of providing library services in the City of Edgerton. This is the annual renewal of that agreement. There are no changes from last year's agreement.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by library counsel.

Budget Approval: \$500 for the lease

Recommendation: We recommend the Library Board approve the renewal as presented.

Suggested Motion: I move that the Johnson County Library Board of Directors approve the agreement with the City of Edgerton for the renewal of the lease agreement for the year 2019.

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this _____ day of December, 2018, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

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

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

SECTION THREE: CITY'S RESPONSIBILTIES

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

SECTION FOUR: JCL'S RESPONSIBILITIES

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

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

SECTION FIVE: FAILURE TO MAKE REPAIRS

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

SECTION SIX: TERM

The term of this Agreement shall be one year beginning January 1, 2019 through December 31, 2019, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION SEVEN: INSURANCE AND HOLD HARMLESS

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

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

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

IN WITNESS WHEREOF, the parties have	set their hands this day of December, 2018.
CITY OF EDGERTON, KANSAS	BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY
Donald Roberts, Mayor	Nancy Hupp, Chair
ATTEST:	ATTEST:
Janeice Rawles, City Clerk	Secretary

APPROVED AS TO FORM:	APPROVED AS TO FORM:
Lee W. Hendricks, City Attorney	Fred J. Logan, Jr., Attorney



To: Johnson County Library Board

From: Sean Casserley Date: 12/13/2018

Issue: To reaffirm our agreement with Johnson County, Kansas Department of Corrections (Corrections). The MOU establishes how the Johnson County Library works with Corrections to provide library services to patrons in Corrections spaces.

Background: Under this agreement, the Library will provide library services to persons who are in custody with Corrections, under specified conditions. Those persons would otherwise not have access to library services.

Alternatives: 1) Approve the MOU 2) Not approve the MOU

Legal Review: Approved by legal counsel.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Johnson County, Kansas Department of Corrections through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Johnson County, Kansas Department of Corrections through December 31, 2019.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA"), made in Olathe, Johnson County, Kansas, and entered into this 1st day of January, 2019 (the "Effective Date"), by and between the Johnson County, Kansas Department of Corrections (hereinafter "Corrections"), and the Johnson County Library, with offices located at 9875 W 87th Street, Overland Park, KS 66212 (hereinafter "Provider"), each hereinafter "Party", or collectively "Parties".

WITNESSETH:

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

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

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

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

ARTICLE I Purpose

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

ARTICLE II Nature and Scope of Services

2.1 Nature of Services. Provider shall, at all times, faithfully, diligently, earnestly and industriously, and to the best of the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide Corrections with the highest level of

quality of Services in an expeditious and professional manner, consistent with the purpose and requirements of this MOA, and Corrections' interests, goals, and objectives.

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

ARTICLE III Term

3.1 *Term.* The term of this MOA shall commence with the Effective Date hereof, and shall remain in full force and effect until December 31, 2019 or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

ARTICLE IV Coordination of Services Provided

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

ARTICLE V Liability

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

ARTICLE VI Assignment and Subcontracting

- **6.1** *No Assignment.* Provider shall not assign, transfer, convey, sublet or otherwise dispose of neither this MOA nor any of its rights and obligations hereunder, without the prior written consent of Corrections, but in no event shall such consent relieve Provider from its obligations under the terms of this MOA.
- **6.2 Subcontracting.** It is understood and acknowledged by the Parties that should Provider intend to subcontract some services required hereunder, Provider agrees to obtain prior written consent from Corrections of any such subcontracting relationships, and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of Provider and not Corrections, and Provider shall remain fully liable to Corrections for the proper discharge of all the services required hereunder regardless of by whom they are performed.

ARTICLE VII Agreement Status

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

ARTICLE VIII Amendment

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

ARTICLE IX Notices

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

Corrections: Johnson County Department of Corrections

588 E. Santa Fe, Suite 3000

Olathe, KS 66061

Provider: Johnson County Library

9875 W 87th Street

Overland Park, KS 66212

ARTICLE X Waiver of Breach

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

ARTICLE XI Governing Law; Venue

- 11.1 Governing Law. This MOA shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.
- 11.2 *Venue*. In the event that the Parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this MOA or the making, performance or interpretation of it without resort to the courts, the Parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

ARTICLE XII General Provisions

- 12.1 *Dispute Resolution*. The Parties are fully committed to working with each other throughout the period of this MOA, and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Corrections and Provider each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.
- 12.2 Nondiscrimination. Provider agrees to not discriminate on the basis of race, religion, color, sex, disability, national origin, ancestry, or other circumstance prohibited by federal, state or local law, rule or regulation in its operation, management and employment practices and with respect to availability and accessibility of products and services to the public. Provider agrees to comply with all applicable laws of the State of Kansas and of the United States of America, regarding such non-

discrimination and equality of opportunity.

- Change in Laws; Adverse Determination. Corrections and Provider recognize that this MOA is subject, at all times, to applicable state, local and federal laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and amendments thereto, if applicable, and to the extent HIPAA may apply hereunder, each Party shall provide any written assurances to the other that may be required under the requirements of HIPAA. The Parties further recognize that this MOA is subject to amendments to such laws, rules and regulations, new legislation, and rulings by courts of competent jurisdiction. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this MOA or that would cause one or both of the Parties to be in violation of any law, rule or regulation, will be deemed to have superseded the terms of this MOA; provided, however, that the Parties agree to exercise their best reasonable efforts to accommodate the terms and intent of this MOA by amendment to this MOA, to the greatest extent possible consistent with the requirements of law. Notwithstanding the foregoing. in the event of any judicial, legislative, regulatory or administrative change or determination, whether federal, state or local, which has or would have a significant adverse impact on either Party hereto in connection with the performance of this MOA, or in the event that continued performance by either Party of any term, covenant, condition or provision of this MOA would for any reason be in violation of any statute, regulation, or otherwise be deemed illegal or subject either Party to sanctions or penalties under any federal, state or local law, notwithstanding any other provision of this MOA, either Party may terminate this MOA immediately upon prior written notice to the other Party.
- **12.4** *Publicity.* Provider must obtain prior written approval from Corrections for use of information relating to Corrections or this MOA in advertisements, brochures, promotional materials or media, or other informational avenues.
- 12.5 Investigation and Research. Provider, by investigation and research, has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this MOA is to be based upon such investigation and research, and not solely upon any representation made by Corrections or any of its officers, employees or agents, except as provided herein.
- **12.6** Further Assurances. The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purposes and requirements of this MOA and carry out its provisions.
 - **12.7** Section Headings. Section and other headings in this MOA are for reference

purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

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

ARTICLE XIII Severability

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

ARTICLE XIV Entire Agreement

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

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

Provider	Corrections
By:	By: Rauch. Succedo
Sean Casserley Printed Name	Robert A. Sullivan Jr. Printed Name
County Librarian	Director

EXHIBIT A

[Scope, location(s), Protocols]

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

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

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

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

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

Collection Procedure

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



To: Johnson County Library Board **From:** Sean Casserley, County Librarian

Date: December 13, 2018

Issue: Renewal of the Memorandum of Understanding between Johnson County Library and the Johnson County Facilities Management Department.

Background: The MOU presented represents a collaborative arrangement between the Library Board and the Johnson County Facilities Management Department. The Facilities Management Department has extensive expertise in the management of public facilities. The Library wishes to make use of that expertise, particularly in construction and renovation projects, including pending projects associated with the Comprehensive Library Master Plan.

Alternatives: No alternatives to recommend at this time.

Legal Review: Legal counsel has reviewed the MOU.

Budget Approval: Johnson County Library funds two Facilities positions and direct expenses.

Recommendation: The Library Board approve the renewal of the MOU between the Johnson County Library Board of Directors and the Johnson County Facilities Management Department.

Suggested Motion: I move that the Johnson County Library Board of Directors approve the renewal of the MOU with the Johnson County Facilities Management Department.



Memorandum of Understanding

This Amended and Restated Memorandum of Understanding (MOU) dated ______, memorializes the working relationship between the Board of Directors of the Johnson County Library (the Library) and the Johnson County Facilities Management Department (the Department). This MOU supersedes any and all previous memoranda regarding the subject matter contained herein.

- 1. The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.
- 2. The Facilities Management Department has extensive expertise in the planning, design, renovation, construction and management of public facilities.
- 3. The Library has been and intends to continue to make use of the Department's expertise, particularly in planning, design, renovation and construction projects, including pending projects associated with the Comprehensive Library Master Plan. The Library and the Facilities Management Department accordingly agree that on such projects the Department will provide the Library consultation and management services on the overall planning, coordination, and control of project(s) from beginning to completion, aimed at meeting the Library's requirements in order to produce functionally and financially viable project(s) (hereinafter "Services"). Such Services shall include planning; budgeting; consultant and contractor relationships; and implementation and management of consultant and contractor agreements and consultant and contractor payments on such projects.
- 4. The Department has been providing the Services to and on behalf of the Library through the use of one full-time Project Manager IV and two Project Managers II. The Library has provided the budgeted funding to cover the costs of such positions. The Library agrees to continue to provide that funding for three full-time Project Managers, levels II through IV, throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.
- 5. The positions funded by the Library, as described in paragraph 4, shall have as their primary responsibilities providing to the Library the Services described herein. The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Department or the County.
- 6. In addition to the personnel described in paragraph 4, the Department may, from time to time, temporarily assign other Department personnel to provide Services to the Library. The Library shall not be responsible for providing additional funding, in whole or in part, for the costs of such personnel.

- 7. Funding, as that term is used in this MOU, means providing adequate budgeted funds to pay the costs for the entire salary, including salary increases, and the employment costs and benefits, for each of the positions described in paragraph 4. In recognition of the additional services provided by the Department without additional funding, as described in paragraph 6, the salaries and expenses of the funded positions described in paragraph 4 and shall not be prorated based upon time spent by the incumbents on projects that are not for the sole benefit of the Library.
- 8. The parties will jointly develop procedures over time to address the items set forth in paragraph 3, as their working relationship progresses.
- 9. The Library shall retain all statutory authority set forth in K.S.A. 12-1218, et seq.
- 10. This MOU shall remain in effect through December 31, 2019, at which time it may be renewed by the parties.

Brad Reinhardt Director, Johnson County Facilities Management Department	Date
Penny Postoak Ferguson Johnson County Manager	Date
Sean Casserley Johnson County Librarian	Date
Nancy Hupp Chair, Board of Directors of the Johnson County Library	Date



To: Johnson County Library Board

From: Sean Casserley Date: 12/14/2018

Issue: To establish an agreement with Johnson County Department of Technology and Innovation – Automated Information Mapping System (DTI-AIMS). The MOU establishes terms and conditions related to data development and analysis services and application development and support.

Background: The Johnson County Library has worked in the past with companies to deliver data analysis. Johnson County Department of Technology and Innovation has a department which can deliver similar analysis to assist the library.

Alternatives: 1) Approve the MOU 2) Not approve the MOU

Legal Review: Approved by legal counsel.

Budget Approval: Data analytics are charged at a rate of \$50 per hour.

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Johnson County Department of Technology and Innovation – Automated Information Mapping Systems through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Johnson County Department of Technology and Innovation – Automated Information Mapping Systems through December 31, 2019.

Johnson County Library Data/Analytics

Memorandum of Understanding ("MOU")

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

I. General Terms and Conditions

a. Hours and rates

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

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

b. Length of Agreement

This MOU will be in effect for a term of 1 year, beginning in January of 2019 and reevaluated for renewal in December of 2019.

c. Billing and Review Terms

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

II. Roles and Responsibilities

- **a. JCL** JCL will act as the project manager and schedule quarterly or as needed status update meetings to review and prioritize work to be completed.
- b. DTI-AIMS DTI-AIMS will provide an itemized list of work completed for each quarter. DTI-AIMS will attend status meetings and clarify the estimated number of work hours for the subsequent quarter.

III. Termination/Modification

This agreement will remain in effect for a term of 1 year. This agreement can be modified at any time by mutual written agreement between DTI-AIMS and JCL to reflect changes in business requirements. Quarterly review of projects may result in the increase of contracted hours.

IV. Data and Services

<u>Data</u>

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

Services

SDE Administration

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

myAIMS

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

V. Acceptance

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

Shamon Parts	
Shannon Porter	Sean Casserley
DTI-AIMS Manager	County Librarian
11/27/18 Date	



To: JCL Library Board From: Sean Casserley October 12, 2018

Issue: Renewal of the MOU between JCL 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.

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

Alternatives: No alternatives to recommend at this time.

Legal Review: Approved by legal counsel.

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.
- 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.

Growing Futures Early Education Center will:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2019 to December 31, 2019.

Cancellation and Termination:

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

Signatures:	
The parties to this Understanding have been duly authorized by J	CF representation and Growing Futures
Board of Directors to execute this Understanding. Lewis Land Turk Terrie VanZandt-Travis, Executive Director, Growing Futures	11-27-2018 Date
T. Sean Casserley, Johnson County Librarian	Date



To: JCL Library Board From: Sean Casserley Date: December 13, 2018

Issue: Renewal of the Overland Park Community Garden agreement and the addition of more land for additional trees

Background: For several years, the Overland Park Community Garden and Johnson County Library have cooperated to offer a community garden, located on land at the Oak Park Library. Two years ago, the group added a giving grove to the agreement. The Overland Park Community Garden coordinates all the details of the project. It has been a successful partnership. Both the agreement and the addendum need to be renewed at this time. This year we have been asked by the Overland Park Community Garden for some additional space for the planning of more trees. This request is diagramed in the attached map. The City of Overland Park has been contacted by the Community Garden and is on board with the plan and would assist with the project.

Alternatives: If we do not renew the MOU at this time, the program will cease to exist. We may choose not to give the additional land if we feel there is another use we might have for the space.

Legal Review: Reviewed by counsel

Recommendation: To approve the additional land for the purpose of adding more trees to the giving grove and to approval the renewal.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Overland Park Community Garden additional land request as well as the agreement and addendum as presented.

ADDENDUM TORENEWING LAND USE AGREEMENT TO CREATE A COMMUNITY GARDEN

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

- 1. A. OPCG, acting in partnership with the Overland Park Parks Department, is authorized at its expense to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.
 - (i) The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land adjacent to the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berryproducing bushes and shrubs, and perennial herbs and vegetables.
 - (ii) OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove's hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.
 - (iii) OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.
 - (iv) The property owner will be responsible only for designating the land adjacent to the Site upon which the Giving Grove will be developed. The parties agree that for 2019, the land upon which the Giving Grove will be located will be expanded in accordance with the diagram entitled "Overland Park Garden Giving Grove Proposed Expansion" attached as Exhibit A to this Addendum and incorporated herein by reference. The parties agree that the property owner will be the sole owner of the land on which the Giving Grove is developed and will become the owner of all trees, bushes shrubs, and plants planted in the Giving Grove. The parties agree, however, that during the term of the Land Use Agreement, and any renewal term, OPCG shall have the produce harvested from the Giving Grove, for use and distribution in accordance with

OPCG's charitable purposes.. The property owner agrees to consider working with OPCG on programming involving the Giving Grove.

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

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

BOARD OF DIRECTORS OF THE JOHNSON LIBRARY	
Nancy Hupp Chair	
OVERLAND PARK COMMUNITY GARDEN, INC	
Bev Jaderborg President,	

ADDENDUM RENEWING LAND USE AGREEMENT TO CREATE A COMMUNITY GARDEN

THIS ADDENDUM (the Addendum) is made this _____day of December, 2018, to the Land Use Agreement dated December 10, 2015, by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG). Pursuant to the Land Use Agreement, which runs to December 31, 2019 and may be renewed thereafter, OPCG has developed a community gardening project at the Oak Park branch facility at 9500 Blue Jacket, Overland Park, Kansas (the community gardening project site is referred to herein as "the Site"). This Addendum authorizes OPCG to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.

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

- 1. A. OPCG, acting in partnership with the Overland Park Parks Department, is authorized at its expense to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.
 - (i) The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land adjacent to the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berry-producing bushes and shrubs, and perennial herbs and vegetables.
 - (ii) OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove's hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.
 - (iii) OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.
 - (iv) The property owner will be responsible only for designating the land adjacent to the Site upon which the Giving Grove will be developed. The parties agree that for 2019, the land upon which the Giving Grove will be located will be expanded in accordance with the diagram entitled "Overland Park Garden Giving Grove Proposed Expansion" attached as Exhibit A to this Addendum and incorporated herein by reference. The parties agree that the property owner will be the sole owner of the land on which the Giving Grove is developed and will become the owner of all trees, bushes shrubs, and plants planted in the Giving Grove. The parties agree, however, that during the term of the Land Use Agreement, and any renewal term, OPCG shall have the produce harvested from the Giving Grove, for use and distribution in accordance with OPCG's charitable purposes.. The property owner agrees to consider working with OPCG on programming involving the Giving Grove.

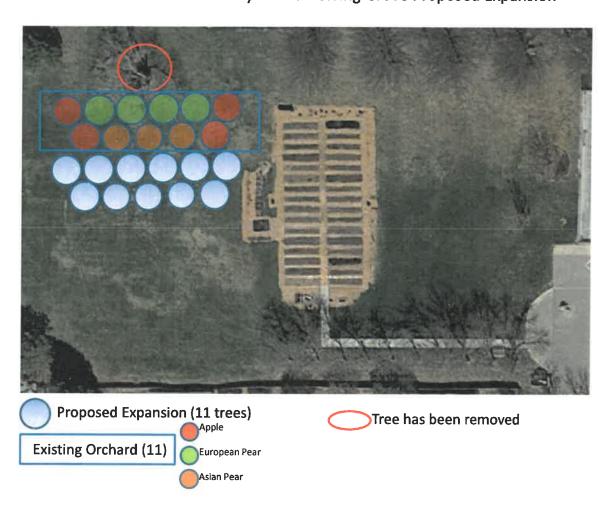
The parties otherwise reaffirm each and every provision of the Land Use Agreement dated December 10, 2015.

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

BOARD OF DIRECTORS OF THE JOHNSON LIBRARY	
Nancy Hupp Chair	
OVERLAND PARK COMMUNITY GARDEN, INC.	
Bev Jaderborg President,	

EXHIBIT A

Overland Park Community Garden Giving Grove Proposed Expansion





To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 13, 2018

Issue: Whether to renew the proposed revised interlocal cooperation agreement with Olathe Public Library for automation, remote databases and e-content, and the provision of public computer control and reservation services for 2019.

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

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

Legal Review: Reviewed by legal counsel.

Budget Approval: This is a budgeted agreement. Olathe Public Library will reimburse Johnson County Library for service fees in the amount of 23%.

Recommendation: The Johnson County Library Board of Directors approve the proposed renewal memorandum of interlocal cooperation agreement with the Olathe Public Library through December 31, 2019.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of interlocal cooperation agreement with the Olathe Public Library through December 31, 2019.

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

This Renewal Memorandum (the "Renewal" hereinafter) is made this -128th day of February December 2018, by and between the Board of Directors of the Johnson County Library ("JCL" hereinafter) and the Olathe Public Library Advisory Board ("OPL" hereinafter) to amend the Interlocal Cooperation Agreement between the parties on the sharing of automated services (the "Agreement" hereinafter).

The parties agree as follows:

- 1. Memorandum of Renewal. On May 17, 1989, the parties entered into the Agreement and have renewed it on an annual basis since that date. The Agreement has been amended and supplemented several times. The Agreement, as amended and supplemented, has worked well for the parties, is of substantial benefit to the patrons of both institutions, and the parties accordingly renew said Agreement, as amended and supplemented, under the existing terms, pursuant to paragraph II.2, for the period of January 1, 20192018 through December 31, 20192018 with Sections 10 and 10A as set forth below.
- Amended Section 10 of the Agreement. Section 10 of the Agreement, as amended, reads as follows:
 - 10. ACCESS TO INFORMATION IN BIBLIOGRAPHIC AND CIRCULATION DATA BASE: SERVICE FEES.
 - A. Access to Information. JCL and OPL agree that, subject to paragraph 11, full access shall be allowed to information stored in the JCL automated system relating to books and library materials at both libraries and relating to the holdings, availability and circulation status of such books and library materials. The parties agree to use the JCL automated system to permit patrons of one library system to "reserve" an item in the other library's collections. Staff from OPL and JCL has developed procedures for the delivery of such material.
 - B. <u>Internet Access Service</u>. JCL and OPL agree that JCL no longer provides OPL with Internet Access Service and that no fee is accordingly charged for that service.
 - C. <u>Service Fees</u>. The parties agree that OPL will pay to JCL a service fee in the amount of 23% of Integrated Library System Coordinator services costs, 23% of .5FTE for E-content Selector negotiation services, plus 23% additional costs for database subscriptions for the

period of January 1, 2018-2019 through December 31, 20182019. If additional services are added throughout the year, additional service fees will be assessed at the 23% rate.

D. Confidentiality of Records. OPL will (1) acknowledge and agree to follow JCL's regulations ensuring the confidentiality of JCL patron borrowing records as defined in JCL ARM 20-20-20 and (2) agree not to release such records without the express written consent of JCL.

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

- 10A. <u>LEASE OR PURCHASE OF DATA BASES AND E-CONTENT FOR REMOTE USE</u>. JCL and OPL agree to act in concert to lease or purchase databases and e-content for remote use by their patrons on the terms set forth in this paragraph 10A.
 - A. Each library shall be financially responsible for its share of the cost of leasing or purchasing such data bases and econtent as follows:
 - OPL will be responsible for 23% of the total cost in 2018-2019 plus additional costs associated with OPL being made a party to any applicable leases.
 - 2. JCL will be responsible for 77% of the total cost of leasing or purchasing such databases in 20182019.
 - In 2019, databases will be billed from 10/1/17-18 9/30/18-19 and will continue billing on an October September cycle thereafter.
 - In 2019, e-books will be billed from 10/1/17-18-9/30/18-19 and will continue billing on an October – September cycle thereafter.
 - B. JCL shall provide OPL with the following services at no additional cost: JCL staff shall provide the necessary equipment and software to perform use authentication; and JCL staff shall provide support desk services relating to remote data base and e-content access.

OPL will pay 23% of .5FTE for E-content Selector to negotiate data base and e-content contracts on behalf of JCL and OPL.

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- C. OPL shall appoint a representative to assist in the selection and licensing of databases leased or purchased for remote use pursuant to the terms of this Agreement.
- D. In the event of severance of the Inter local Agreement between JCL and OPL, 23% of the mutual e-book and e-audio book content will remain the property of OPL. The specific titles retained will be determined by OPL.
- 4. <u>Added Section 10B of the Agreement</u>. Section 10B of the Agreement, as added by way of addendum approved July 21, 2004, shall read as follows:
 - 10B. <u>USE OF COMPUTER RESERVATION SERVICE</u>. JCL agrees to allow OPL to access and use its online computer reservation system. This service will be provided to OPL by JCL, and JCL will be the sole owner of all hardware, software, and other components related to the proper operation of the system. JCL will provide regular maintenance to all components of the service. The agreed support fee for this service is included in the fee set forth in paragraph 10.A above.
- 5. <u>Addendum to Section 10C of the Agreement</u> Section 10C of the agreement, as added by way of addendum approved December 15, 2010, shall read as follows:
 - 10 C. LEASES OR PURCHASE OF WEB CATALOG INTERFACE. JCL and OPL agree to act in concert to lease or purchase a presentation layer interface to provide public access to the Bibliographic and Patron account database via the Web on the terms set forth in this paragraph 10C.
 - A. Each library shall be financially responsible for its share of the costs of leasing or purchasing a presentation layer interface as follows:
 - OPL will be responsible for 23% of the total cost in 20182019, plus additional costs associated with OPL being made a party to any applicable leases.
 - 2. JCL will be responsible for 77% of the total cost of leasing or purchasing such an interface.
 - B. JCL shall provide OPL with the following services at no additional cost: JCL staff will be responsible for negotiation of contracts or leases with interface vendors; JCL staff shall provide the necessary equipment and software to perform authentication and interface with the ILS; and JCL staff shall

provide support desk services relating to online interface access.

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

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

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

ADVISORY BOARD OF THE OLATHE PUBLIC LIBRARY
BY:
Name:
Title:
BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
BY:
Name:
Title:



To: JCL Library Board From: Sean Casserley 12/13/2018

Issue: Renewal of the MOU between JCL and the Johnson County Genealogical Society.

Background:

Johnson County Library and the Johnson County Genealogical Society have an agreement in place for the purposes of providing genealogical research collections and assistance at the Central Resource Library.

JCL provides space, cataloging, databases, equipment and a staff liaison. JCGS provides the print collection, programs and volunteers to assist genealogy researchers.

The Johnson County Genealogical Society has reviewed the MOU and is in agreement.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by legal counsel.

Recommendation: We recommend the Johnson County Library Board of Directors approves the MOU between JCL and the Johnson County Genealogical Society.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the MOU between JCL and the Johnson County Genealogical Society.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY

THIS AGREEMENT is made and entered into for the year 2019 by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

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

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

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

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

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

I. Johnson County Genealogical Society shall:

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

- II. If the Johnson County Library's budget and staffing levels are adequate, it shall:
 - a. Provide basic genealogy collection support including print reference and databases.
 - b. JCL Collection Development Manager shall manage the collection and it will be subject to the same analysis and system of priorities as are all other specialized collections of the Library. The Library's *Collection Development Policy* section on Genealogy (9.12) will be followed with respect to this collection:

"It is a highly selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere." And "Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff."

- c. Provide basic bibliographic support through organization and cataloging of genealogical materials regardless of ownership.
- d. Provide space to house the physical genealogy collection, genealogy/reference queries and genealogy programming including floor space, basic shelving, service desk space, display space, and meeting room space.
- f. Provide operational support for basic equipment such as microform reader/printers, photocopy machines, standard computers and printers, use of the Library's Integrated Library System for materials searching and retrieval, use of the Library's IT staff for routine support of genealogy databases.
- g. Provide a designated staff liaison to assist and guide JCGS Executive Board member and Volunteer Coordinator in operational details and assist with programming promotions and meeting room reservations.
- h. Provide staff to answer general genealogy questions.
- i. Library cannot guarantee security for materials belonging to JCGS and above normal consideration and is not liable for damages, loss or theft.
- j. Provide an updated obituary index on www.jocohistory.org.

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

	SON COUNTY GENEALOGICAL ETY AND LIBRARY, INC.	JOHN	ISON COUNTY LIBRARY
Ву:	Char Mitts, President	Ву:	Sean Casserley, County Librarian
Date:	Chai witts, Fresident	Date:	
Bato.		Bato.	
By:	Susan Jarsulic, Recording Secretary		
Date:			



To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 13, 2018

Issue: Renewal of the MOU between JCL and the County Department of Human Resources

Background: The MOU presented represents a collaborative arrangement between the Library Board and the County Department of Human Resources. The MOU has been constructed to bring efficiencies into play and focuses on (1) the expertise of the Human Resources Department, (2) collaboration, and (3) service.

The Human Resources Department will provide all of the required, standard Human Resources services to the Library, and the Library agrees to utilize those services, including, but not limited to, classification and compensation, recruitment, employee relations and employment investigations including those related to claims of harassment, discrimination, retaliation, threats of violence or other misconduct, training pertaining to human resources issues, management of requests for accommodation under the Americans with Disabilities Act and all other services the Human Resources Department typically provides to other agencies and departments of the County. Services do not include library-specific training, processing of payroll or tracking of leave usage.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by counsel.

Budget Approval: Johnson County Library funds two Human Resources positions and direct expenses.

Recommendation: We recommend the Library Board approve the renewal of the MOU between the Johnson County Library Board of Directors and the County Department of Human Resources.

Suggested Motion: I move that the Johnson County Library Board of Directors approve the renewal of the MOU with the County Department of Human Resources.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective the _____ day of December, 2018, memorializes the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Department of Human Resources (Human Resources Department).

RECITALS

- A. The Johnson County Library (the Library) is one of the finest library systems in the United States, having been awarded a National Medal for Museum and Library Service, given by the Institute of Museum and Library Science to institutions that "demonstrate extraordinary and innovative approaches to public service, exceeding the expected levels of community outreach."
- B. The Johnson County Human Resources Department possesses outstanding expertise in human resources management, including expertise in best practices and legal compliance with regard to human resources matters. Staff members of the Human Resources Department are noted for their commitment to professionalism and high-quality service, and their skill in dealing with human resources issues.
- C. In 1979, the Library began to transfer certain personnel management issues to the county predecessor of the Human Resources Department for handling.
- D. In 1984, the Library and the Board of County Commissioners agreed on the form of new governance legislation for the Library. That legislation was adopted in the 1984 session of the legislature, signed into law by the governor, and became effective January 1, 1985.
- E. The new governance legislation provided, among other things, "Any action taken by the library board or its county librarian shall be subject to the following provisions established by the board of county commissioners . . . (1) Personnel policies and procedures for employees other than elected officials; (2) any pay plan and benefits for all county employees other than elected officials . . ." Those provisions were subsequently embodied in K.S.A. 12-1225b (b)(1) and (2).
- F. Since January 1, 1985, the Library and the Human Resources Department have worked collaboratively to implement county human resources policies and to deal with human resources issues.

G. The Library and the Human Resources Department now wish to expand their collaboration and achieve greater efficiencies by expanding the human resources services provided by the Human Resources Department to the Library and by transferring certain library human resources positions to the Human Resources Department to help provide those services.

The parties accordingly agree to the terms set forth below.

TERMS OF UNDERSTANDING

- 1. The Recitals set forth above are incorporated by reference in these Terms.
- 2. The Human Resources Department will provide all of the required, standard Human Resources services to the Library, and the Library agrees to utilize those services, including, but not limited to, classification and compensation, recruitment, employee relations and employment investigations including those related to claims of harassment, discrimination, retaliation, threats of violence or other misconduct, training pertaining to human resources issues, management of requests for accommodation under the Americans with Disabilities Act and all other services the Human Resources Department typically provides to other agencies and departments of the County (hereinafter "Services"). Services shall not include library-specific training, processing of payroll or tracking of leave usage unless otherwise agreed to in writing by the parties.
 - a. During the term of this MOU, the Library shall work collaboratively with the Human Resources Department should there be a need to supplement the Services through the use of external human resources consultants. The Library shall also work collaboratively with the Human Resources Department to identify any current external human resources consultants and to determine whether there is an ongoing need for such consultants.
 - b. Nothing in this MOU shall be construed to limit the authority of the County Librarian to manage the Library and those employees who work at the Library pursuant to the statutory authority granted to the County Librarian consistent with the Johnson County administrative and human resources policies and procedures.
- 3. In 2017, the Library agreed to transfer to Human Resources two (2) full-time human resources positions previously assigned to the Library. The Library agrees to the continuation of such transfer during the term of this MOU. Human Resources shall utilize at least those two (2) full-time Human Resources Department staff to provide services dedicated to the Library, at least one of which shall be a professional with appropriate expertise related to the human resources function, and the other may be a non-professional position.
 - a. "Services Dedicated to the Library", for purposes of this MOU, means that the Human Resources staff shall be primarily responsible for providing human resources Services to the Library. In addition, staff dedicated to the Library may also be given assignments and projects for the benefit of the Human Resources Department or the County in general. After consultation with the County Librarian, the Human Resources Department may reassign staff dedicated to the Library at any time when reassignment is in the best

- interest of the Human Resources Department, Library or Johnson County, but, at all times, there will be two (2) staff responsible for providing services to the Library.
- b. The Library shall be responsible for providing adequate funding to cover the full, budgeted costs for the two (2) staff positions transferred to the Human Resources Department, and the Library agrees that such funding shall be transferred from the Library budgeted funds to the County General Fund for the benefit of the Human Resources Department for budget year 2019. Such funding shall include the entire salary, including any salary increases; benefits and other employment related costs; professional expenses, including dues and educational expenses (to include up to one human resources conference annually); information technology equipment as is typically utilized by Human Resources for such positions; and office chairs. The Human Resources Department shall determine the salary, salary increases and appropriate professional expenses for the dedicated staff. None of these costs shall be prorated based upon time spent by dedicated staff on Human Resources Department or County projects. The Human Resources Department at its expense shall provide the infrastructure, in the form of office space and supplies sufficient for the dedicated staff to perform their duties.
- 4. The Human Resources Department shall supervise the Human Resources staff dedicated to the Library. The Library is expected to provide timely feedback related to performance of Human Resources staff assigned to the Library.
- 5. K.S.A. 12-1225b(5) provides that "in Johnson County, the library board shall . . . employ and terminate the employment of" the County Librarian consistent with the policies of the Board of County Commissioners. Nothing in this MOU shall be construed as in any way limiting the library board's statutory authority with respect to the employment or evaluation of the County Librarian.
- 6. This MOU shall remain in effect through December 31, 2019, at which time it may be renewed by the parties.
- 7. Upon termination of this MOU, the two (2) staff positions transferred from the Library to the Human Resources Department as part of this MOU shall be transferred back to the Library. In the event such transfer occurs prior to the end of a calendar year, the County shall transfer the funds budgeted for the positions from the County General Fund to the Library Operating Fund.

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SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed and made effective the day and year first written above.

By	Ву
Rebecca Salter Director, Johnson County Department of Human Resources	Sean Casserley Johnson County Librarian
By Penny Postoak Ferguson County Manager	By Nancy Hupp Chair, Board of Directors of Johnson County Library
Approved as to Form:	Approved as to Form:
By Denise M. Howard Assistant County Counselor	By Fred J. Logan, Jr. Counsel to the Board of Directors of the Johnson County Library



To: Johnson County Library Board

From: Sean Casserley Date: 12/13/2018

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

Background: The contract with Logan Logan & Watson, L.C. for legal services as Board Counsel is being presented for renewal. Mr. Fred Logan and Mr. Andrew Logan provide contract review and legal advice to the Library Board of Directors and to the Library.

Mr. Logan and Mr. Logan coordinate with the County Legal Department for items that fall under their jurisdiction, such as some bidding documents or personnel issues. That relationship is strong. Mr. Logan and Mr. Logan have represented the Johnson County Library Board of Directors at a reduced rate, which remains the same for 2019. Based on the work of the past years, their work has been of exceptionally high quality at a reasonable rate.

Alternatives: No alternative to recommend at this time.

Legal Review: Approved by legal counsel.

Recommendation: We recommend that the Johnson County Library Board of Directors renew the contract with Logan Logan & Watson, L.C. for legal services for 2019.

Suggested Motion: I move to renew the contract with Logan Logan & Watson, L.C. for legal services for 2019.

LOGAN LOGAN & WATSON, L.C.

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ALL ATTORNEYS ADMITTED IN KANSAS AND MISSOURI

December 13, 2018

AGREEMENT FOR LEGAL SERVICES FOR 2019 JOHNSON COUNTY LIBRARY

This letter agreement evidences the agreement by the Board of Directors of the Johnson County Library to renew its contract with Logan Logan & Watson, L.C. for legal services rendered by Fred Logan and Andrew Logan and that firm to the Board of Directors of the Johnson County Library and to the Johnson County Library. This agreement is for legal services to be rendered during the year 2019.

Said legal services shall be rendered at the direction of the Board of Directors of the Johnson County Library or the County Librarian. Fred Logan and Andrew Logan are specifically retained as counsel for the Library Board and the Johnson County Library. Fred Logan's services shall be compensated at an hourly rate of \$200.00. Andrew Logan's services shall be compensated at an hourly rate of \$180.00. These are the same hourly rates that applied in 2017 and 2018. A detailed billing for services will be submitted to the Johnson County Library each month. This agreement may be terminated at any time by either party through reasonable written notice so as to allow the Johnson County Library to obtain replacement counsel.

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

Nancy Hupp Chair, Board of Directors of the Johnson County Library