



**Board Report
May 10, 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, MAY 10, 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, Stephanie Landis
 - D. Executive Director, Johnson County Library Foundation, Stephanie Stollsteimer
 - E. Liaison, Board of County Commissioners, Ron Shaffer
- IV. Reports
 - A. Board Counsel – Fred Logan
 - B. County Librarian Report
 - 1. Finances and Statistics – Nicki Neufeld5
 - a) Personnel and Technology Statistics – Adam Wathen.....11
 - 2. Strategic Plan – Sean Casserley
 - a) KU Community engagement process
 - 3. Comprehensive Library Master Plan – Scott Sime
 - a) Monticello update15
 - b) Lenexa City Center update24
 - 4. Updates – Sean Casserley
 - a) Report on meeting with City of Merriam
 - b) Budget report
 - c) Summer Reading program
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the April 12, 2018 Library Board meeting28
 - B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for March 2018 were handled in accordance with library and County policy.
 - b) The March 2018 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures

C.	Gift Fund Report	
1.	Treasurer's Report	36
VI.	Old Business	
A.	Board Action: Consideration of renewal of Memorandum of Understanding (MOU) with Johnson County Corrections Department	37
VII.	New Business	
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B.	Board Action: Consideration of MOU with Arts Asylum	47
C.	Board Action: Consideration of MOU with Women's Employment Network	49
VIII.	Administrative Hearing	
A.	Consideration of patron's appeal of suspension of library card and privileges by the County Librarian	
B.	Executive Session for attorney-client privileged consultation	
C.	Board Action	
IX.	Adjournment	

Motions

Consent Agenda

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

Consideration of Renewal of Memorandum of Understanding (MOU) with Johnson County Corrections Department

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, 2018.

Consideration of MOU with Interurban Art House

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

Consideration of MOU with Arts Asylum

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

Consideration of MOU with Women's Employment Network

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Women's Employment Network through December 31, 2018.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
March 2018
25% of year lapsed

OPERATING FUND

	2018
Programs	Budget
Revenue	2,806,736
Administrative Services	
Information Technology	
Collection Development	700,000
Branch/Systemwide Services	
Transfer to Capital Projects	0
Interfund Transfers	0
TOTAL OPERATING FUND EXPENDITURES	<u>\$700,000</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$2,106,736</u></u>

SPECIAL USE FUND

	2017
	Budget
Revenue:	3,138,844
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	0
Transfer to Capital Projects	0
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$0</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>\$3,138,844</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$5,245,580</u></u>

Expenditure of Friends of the JCL Donations 2018

<i>Expenditure Details</i>	<i>Current Month</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Card Services	0.00	0.00
Homework Help and Tudor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	571.30
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expences	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 571.30

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

March 2018
25% of Year Lapsed

REVENUE ALL FUNDS	2018 Year to Date	2018 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	18,450,066	31,144,550	59%	56%
Ad Valorem Delinquent	0	276,989	0%	72%
Motor Vehicle	838,124	3,077,115	27%	18%
Library Generated - Copying/Printing	25,885	99,255	26%	16%
Library Generated - Overdues / Fees	144,559	725,000	20%	15%
Sale of Library Books	12,500	57,832	22%	25%
Misc Other	886	348,746	0%	0%
Library Generated - Other Charges	69	3,570	2%	3%
Investment	98,182	139,179	71%	44%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	2,708	8,186	33%	16%
Commercial Vehicle Tax	40,588	49,072	83%	33%
Heavy Trucks Tax	0	2,322	0%	50%
Rental Excise Tax	19,153	29,560	65%	47%
State and Federal Grants	126,657	254,678	50%	0%
TOTAL REVENUE	19,759,377	36,226,054	55%	51%

Expenses ALL FUNDS with Collection Encumbrance	2018 Year to Date	2018 Budget	% Categories Expended
Salaries and Benefits	1,442,774	19,132,976	8%
Contractual Services	618,149	4,019,965	15%
Commodities	4,235,902	5,125,453	83%
Risk Management Charges		108,070	0%
Capital / Maintenance / Repair		3,320,701	0%
Transfer to Debt Payment		834,741	0%
Transfer to Capital Projects		3,138,844	0%
Grants		254,678	0%
Interfund Transfer		290,626	0%
TOTAL EXPENDITURES	6,296,825	36,226,054	17%

Revenue - Expenses as of January 31, 2018 13,462,552

RESERVES ALL FUNDS As of 12/31/16

Reserves Operating Fund 4,814,395

Reserves Special Use Fund 844,845

Total JCL Reserves as of 12/31/2017 5,659,240

Scheduled Replacement Account**REVENUE RECEIVED TO DATE**

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250

Total Revenue	<u>2,179,250</u>
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2018

Contractual Services	1,448,799
Building Repair	55,037
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	153,583
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	66,488
AED Equipment	9,613

1,913,034

Budget Remaining

266,216

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
March 2018
25% Year Lapsed

OPERATING FUND		2018	2018	% Program
	Programs	Year to Date	Budget	Expended
	Administrative Services	1,183,347	7,049,198	17%
	Information Technology	746,558	2,697,938	28%
	Collection Development	1,000,085	4,074,120	25%
	Branch/Systemwide Services	3,422,852	14,253,373	24%
	Risk Management Charges	26,805	108,070	25%
	Grants *	0	254,678	0%
	Transfer to Capital Projects	0	3,320,701	0%
	Interfund Transfer	0	163,086	0%
TOTAL OPERATING FUND EXPENDITURES		6,379,647	31,921,164	20%

* Includes expenditures for 2018 calendar year only. The life of the grant may cover more than one year.

SPECIAL USE FUND		2018	2018	% Budget
		Year to Date	Budget	Expended
	Contractual Services (General Maintenance)	32,278	16,305	198%
	Commodities (Capital Equipment)	27,557	315,000	9%
	Transfer to Debt Payment		834,741	0%
	Transfer to Capital Projects		3,138,844	0%
TOTAL SPECIAL USE FUND EXPENDITURES		59,836	4,304,890	1%

TOTAL EXPENDITURES	6,439,483	36,226,054	18%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
March 2018
25% Year Lapsed

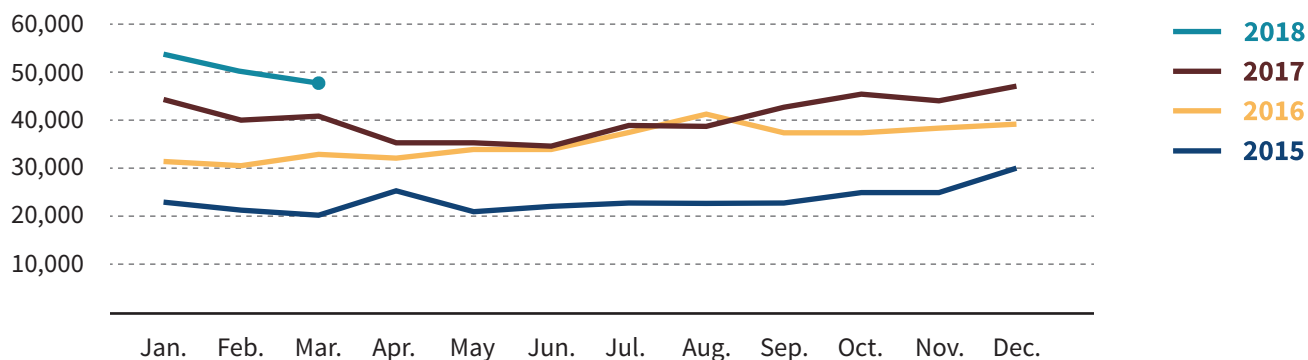
ALL FUNDS		2018	2018	% Categories
	Categories	Year to Date	Budget	Expended
	Salaries and Benefits	4,056,710	19,132,976	21%
	Contractual Services	1,402,919	4,019,965	35%
	Commodities	953,048	5,125,453	19%
	Risk Management Charges	26,806	108,070	25%
	Capital / Maintenance / Repair	0	3,320,701	0%
	Transfer to Debt Payment	0	834,741	0%
	Transfer to Capital Projects	0	3,138,844	0%
	Grants	0	254,678	0%
	Interfund Transfer	0	290,626	0%
TOTAL EXPENDITURES		6,439,483	36,226,054	18%

GRANTS*	Expenditures through 03/31/2018	Source	Received	Expenditures	Grant Award	Budget Remaining
285000079	2018 State Aid Grant	State	3/5/2018	\$0.00	\$126,657.28	\$126,657.28

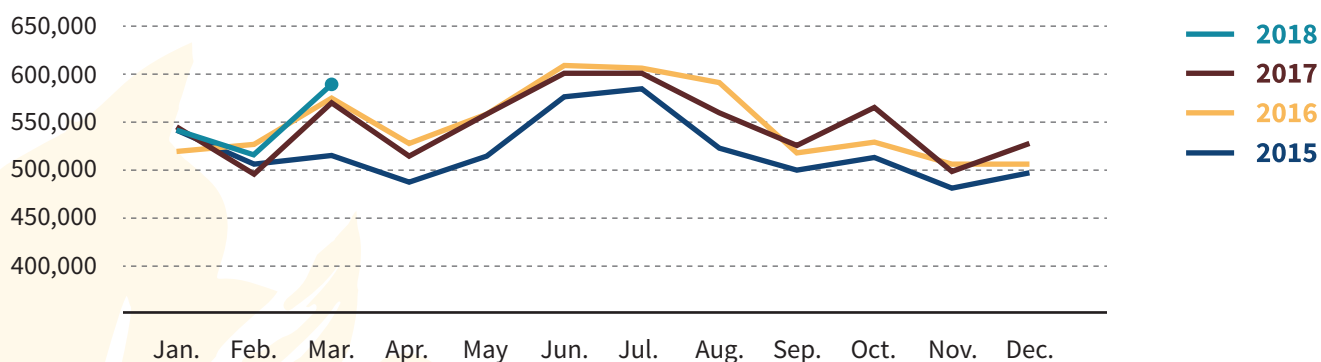
*Includes all expenditures and revenues over the life of the grant. (Includes multiple years due to the grants crossing fiscal years).

Core Operational Statistics

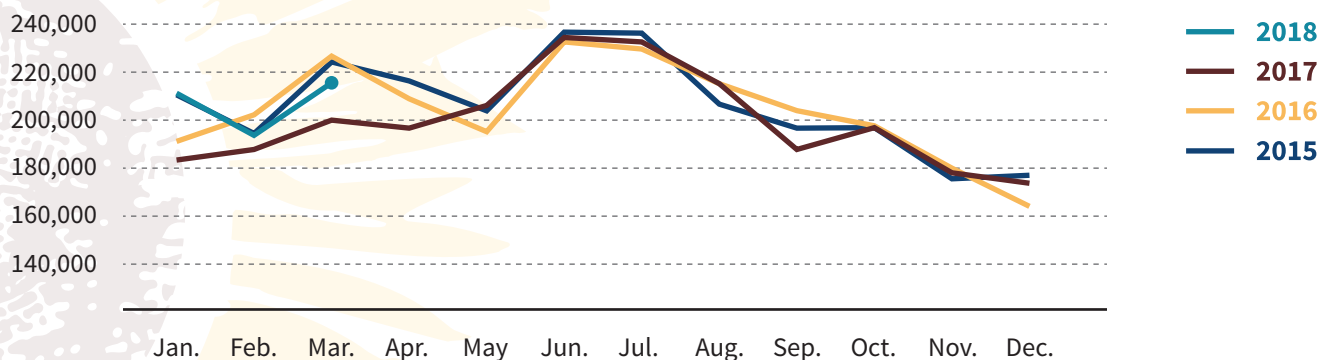
3 Year Digital Circulation Trend



3 Year Physical Circulation Trend

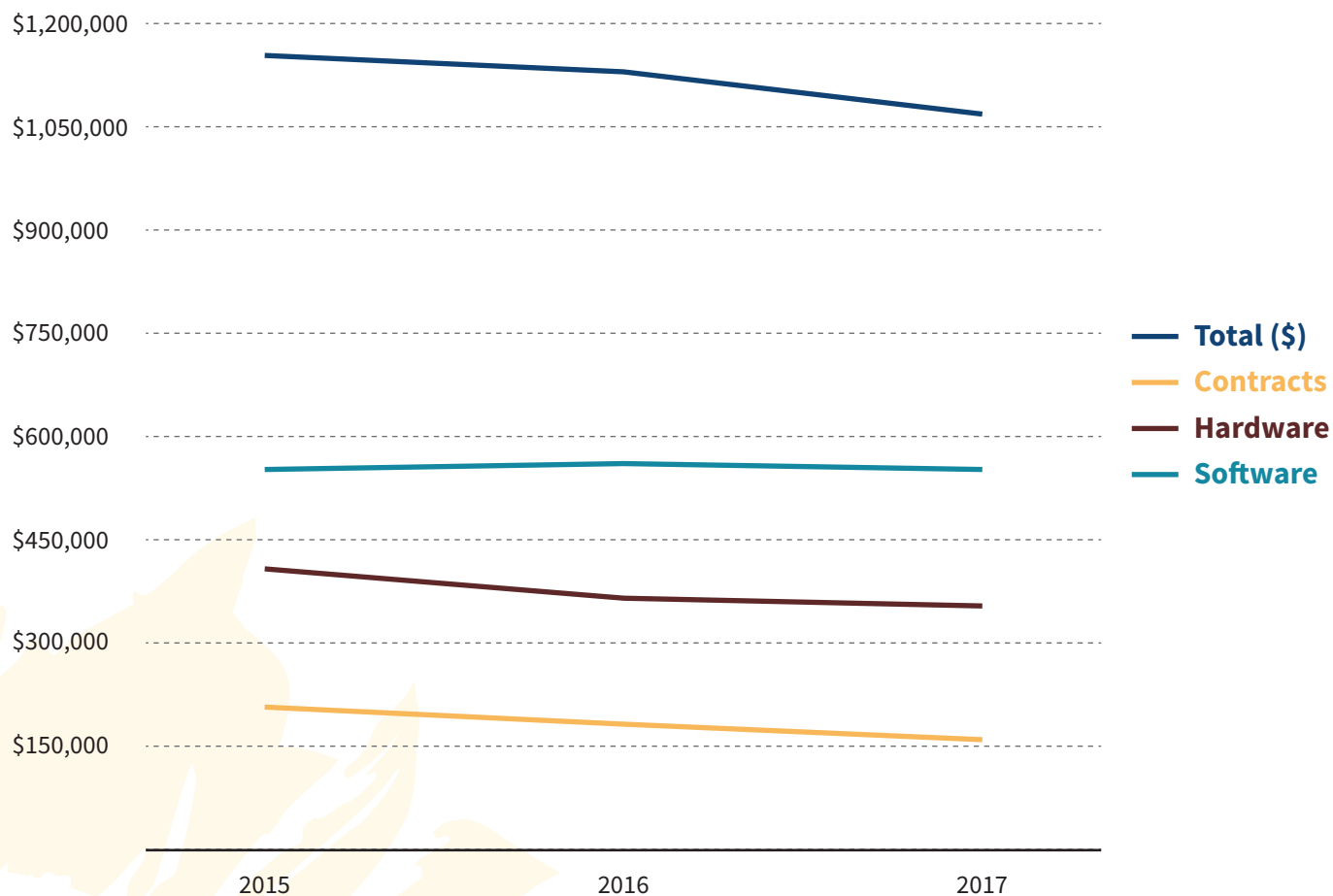


3 Year Visitation Trend

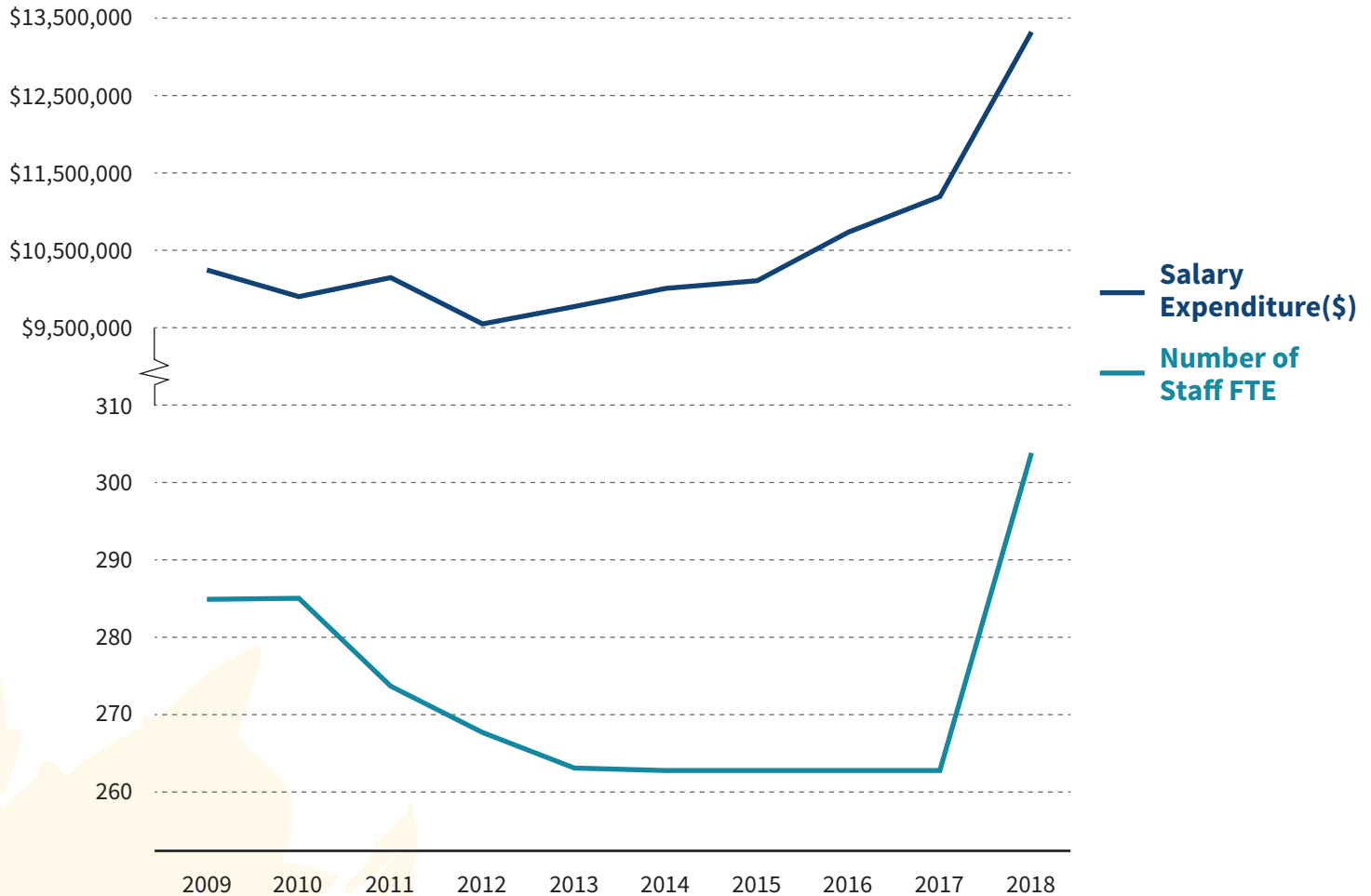


Trends in Technology and Personnel Expenditure

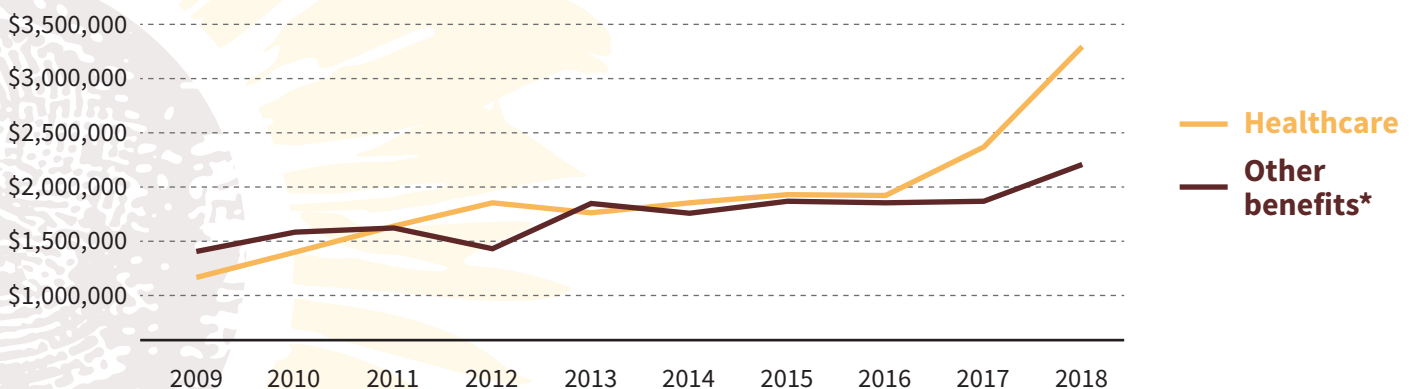
Trend in Information Technology Expenditure



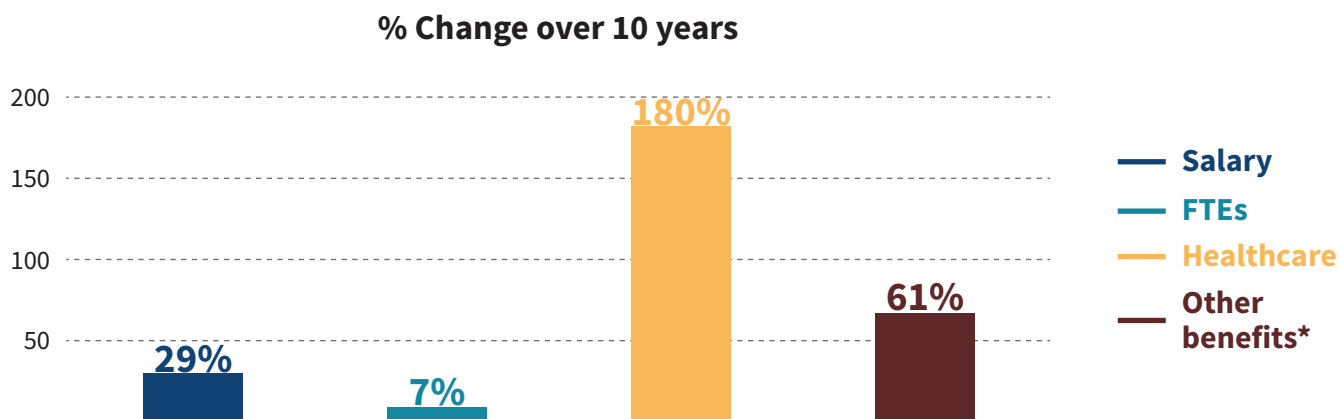
Trend in Salary compared to Staff FTE



Trend in Benefits Expenditure



* Other benefits including things like long-term disability, short term disability, life insurance, education reimbursement, and more.



* Other benefits including things like long-term disability, short term disability, life insurance, education reimbursement, and more.



Monticello Library

Update – May 2018



Updates

- Construction Update
- Next Steps
- Timeline

Next Steps

- Library move-in tasks:
 - Shelving and Furnishings installation
 - Technology installation
 - Collection moving and shelving
 - Hiring and Staff Training
 - Opening preparation

Shelving and Furnishings Installation

- Abby Giersch (County Facilities) is coordinating:
 - Multiple vendors
 - Shelving installation
 - Furniture installation



Technology Installation

- Michelle Beesley (Library IT) is coordinating installation of:
 - Staff PCs and laptops
 - Public Macs
 - Staff physical and ‘soft’ phones
 - Staff and public printers/copiers
 - Touchscreen web catalogs
 - Service point computers and equipment

Collection Moving and Shelving

- Adam Wathen (Systemwide Services) and the Monticello Management Team are coordinating:
 - Mapping the collection to shelving
 - Storage, purchase, and delivery of Library materials
 - Unboxing, sorting, carting, and shelving of Library materials

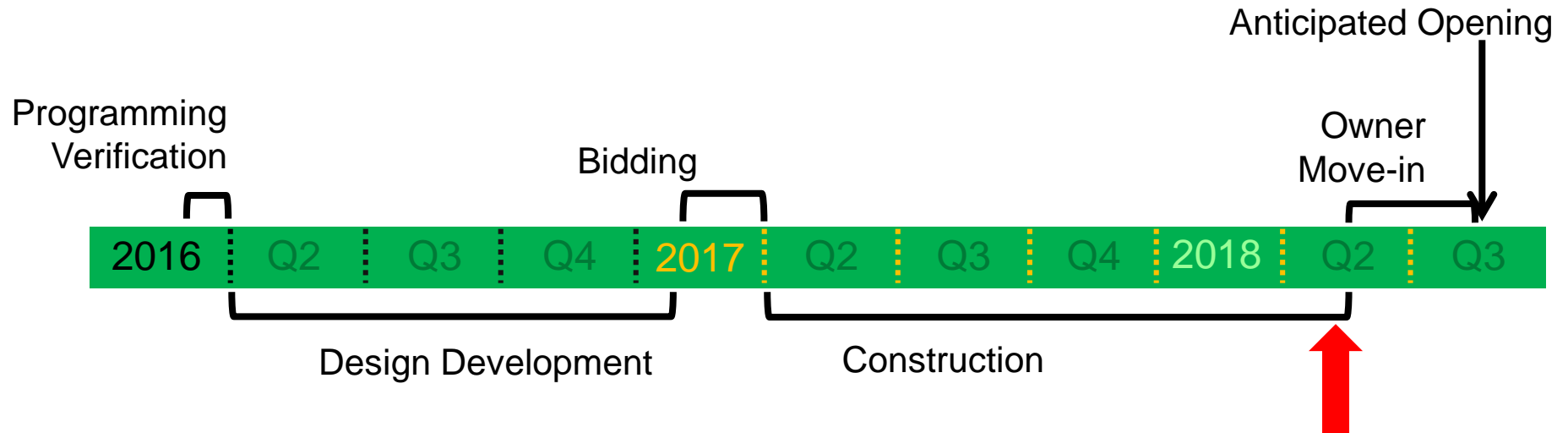
Hiring and Staff Training

- Leslie Nord (Lackman Manager) is coordinating all hiring components related to Monticello staff
- Julie Timmins, Aubrey Seavey (L&D), and Christian Madrigal (Monticello Manager) are coordinating training for new staff, including:
 - Technology training
 - Team-building
 - Building-specific procedures

Opening Preparation

- The Opening Team is executing tasks related to opening the building, including:
 - Tour script writing and training
 - Communication with Library partners and the community

Monticello Library Anticipated Timeline



Lenexa City Center Library

Update – May 2018



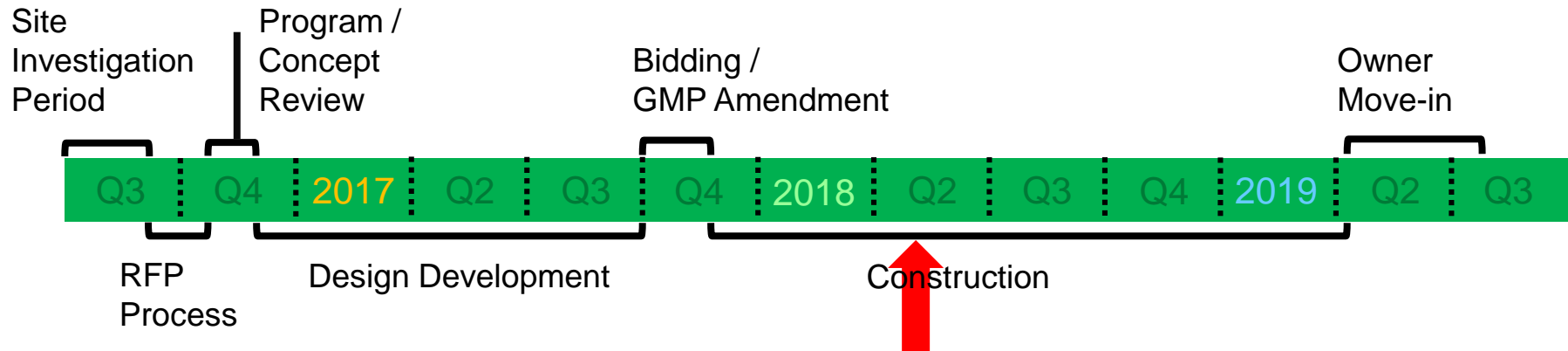
Updates

- Construction Update
- Next Steps
- Timeline

Next Steps

- Construction continues

Lenexa City Center Library Anticipated Timeline



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING
Thursday, April 12, 2018
Central Resource Library
4:00 p.m.**

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

BOARD ATTORNEY: Fred Logan and Andrew Logan

BOCC: Commissioner Shaffer

FRIENDS OF THE LIBRARY: Dorothy Hughes, Julie Steiner

STAFF: Stephanie Bailey, Sean Casserley, Jared Harper, Linda King, Juan Lopez-Tamez, Christian Madrigal, Jennifer Mahnken, Steph Neu, Nicki Neufeld, Kinsley Riggs, Michaela Scruggs, Kari Sime, Scott Sime, Georgia Sizemore, Angel Tucker, Adam Wathen, Ron Zluticky

GUESTS: Dorothy Hughes, Leigh Anne Neal, Jay Senter, Karen Wulfekuhle

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

CITIZEN COMMENTS: There were none.

FRIENDS OF THE LIBRARY:

Dorothy Hughes reported for the Friends of the Library. This week is National Library Week and she encouraged everyone to celebrate by posting on social media using #NationalLibraryWeek and #LibrariesTransform.

The book sales continue to go well. The Cabin Fever book sale in late March raised almost \$5,000. All of the book stores are trending upward in sales. The Friends are looking forward to the Elementia reception on April 26th. The Friends will be selling titles by A.S. King, the featured author, at the event.

The summer book sale will be held June 7th through 9th and the Friends are recruiting for volunteers. June 6th will be the special preview for Friends members.

Commissioner Shaffer and President of the Friends of the Library, Julie Steiner, presented the Bookmark Design contest winners. Twelve winning bookmarks were selected. Each of the 2018 winners received a modest cash prize, a set of their bookmarks and a poster of the winning bookmark designs.

Bookmark winners:

- Preschool-Kindergarten: Isaiah He
- Grades 1-2: Katherine Feng
- Grades 1-2: Lindsey Phipps
- Grades 3-4: Olivia Wang
- Grades 3-4: Ramona Lockridge
- Grades 5-6: Avery Karl

- Grades 5-6: Molly McCartan
- Grades 7-8: Jane Hough
- Grades 7-8: Riley McConnell
- Grades 9-12: Grace Bonifeld
- Grades 9-12: Thea Clark
- Adults: Jack Warner

BOARD OF DIRECTORS COMMENTS:

On behalf of the nominating committee, Mr. Riley, submitted the following slate of officers for 2018-2019:

Chair: Nancy Hupp

Vice Chair/Secretary: Bethany Griffith

Treasurer: Amy Amos Ruo

JOHNSON COUNTY LIBRARY FOUNDATION:

Foundation Assistant, Steph Neu, presented on behalf of the Foundation. The annual donor breakfast will be held Wednesday, May 2nd, from 7:45 a.m. to 9:00 a.m. at the Central Resource Library. The Library Board is invited to join this event that highlights Library programs supported by the Johnson County Library Foundation.

Ms. Neu presented promotion cards for the Library Lets Loose event. The event committee is working on sponsorships and the event sponsor list continues to grow.

The Foundation is working on a new website that will have a fresh look. The site will be unveiled as soon as it is up and running.

BOARD OF COUNTY COMMISSIONERS REPORT:

Commissioner Shaffer gave a presentation highlighting many of the major projects currently happening in the county including the Tomahawk Creek Wastewater Treatment Facility, the County Courthouse, Dodge Town at Antioch Park, and Meadowbrook Park.

The groundbreaking for the Tomahawk Creek Wastewater Treatment Facility was held today. The plant will service Prairie Village, Leawood, portions of Olathe and Overland Park.

Other projects in the county include increasing stream way trails and the Big Bull Creek Park which will open in May.

Commissioner Shaffer shared that Mr. Hannes Zacharias, former County Manager, is being recognized with the L.P. Cookingham Award for outstanding contributions to public administration over an extended period of time. The award is being given by the Greater Kansas City Chapter of the American Society for Public Administration (GKC ASPA).

Ms. Hupp thanked Commissioner Shaffer for his report.

BOARD COUNSEL REPORT

Designated Free Speech Space

Mr. Casserley noted that he has requested Mr. Logan give informational presentations on fundamental Library policies, procedures and practices. The Johnson County Library maintains designated free speech areas and he asked that Mr. Logan to speak about how this has worked for the community and the Library system.

Mr. Logan introduced the concept of a designated free speech area and shared his opinion that it is legally required for public institutions, like the Library, to provide a space for peaceful protest and free speech.

Mr. Logan reviewed the governing law that designates protesters' peaceful picketing and leafleting on the public sidewalk near a store or public facility as constitutionally protected free speech.

However, the free speech area is subject to reasonable regulation. For example, picketers may not physically impede entry to a facility or approach and lecture patrons.

Mr. Logan shared examples from case law where the court held that peaceful picketing carried on in a location open generally to the public is, absent other factors involving the purpose or the manner of the picketing, protected. He clarified that the manner in which picketing or passing out handbills is carried out may be reasonably regulated. It may not be prohibited.

The Johnson County Library has had ARM 20-80-24, "Picketing and Protests" in place for many years. The regulation permits peaceful demonstrations and picketing on Library property in areas designated by staff, unless the activity obstructs traffic or interferes with Library patrons' use of the Library.

The Library also has ARM 20-80-25, "Solicitation, Petitioning or Distribution of Literature in Libraries". Inside the Library, petitions are allowed only in the context of scheduled meetings in Library meeting rooms. Petitioners may stand outside library buildings and distribute literature in designated areas in a manner that does not impede traffic.

Mr. Logan also reviewed ARM 20-80-22, "Displays and Exhibits-Public Forum". The Library offers no public forum spaces for displays or exhibits. The Library offers limited space for displays of original works of art.

Mr. Logan noted that these policies are applied uniformly to all groups and political ideologies. The Library maintains a content and viewpoint neutral position regarding any activity that takes place in the petitioning zones.

Ms. Spalding asked if people are allowed to set-up tables and sign-up voters for political parties at the Library. Mr. Logan responded that those actions would be permissible in the designated space so long as it doesn't obstruct traffic.

COUNTY LIBRARIAN REPORT

Finance Report

Finance Director, Nicki Neufeld, reported to the Board. The Library is at 51% revenue received as of February. We are at 17% spent for the year, which is as anticipated.

Last month a question was asked about investment income. Ms. Neufeld presented a breakdown of the investment income for the Library for the past five years.

Budget Statistics

Associate Director for Systemwide Services, Adam Wathen, reviewed the core operational statistics including the three year digital circulation trend, three year physical circulation trend and three year visitation trend.

He then presented expenditure trends in building maintenance and debt, collection and programming. Mr. Wathen clarified that these are not financial reports, they are high-level views of how we expend funds in broad categories. Next month he will present a look at technology and human resources.

Mr. Casserley noted that because of the contraction in the economy the Library lowered expenditures in building maintenance from 2010 to 2013. As the economy recovered the Library began to fulfill those maintenance needs.

Ms. Hupp asked about a dramatic increase in utility expenditures in 2014. Mr. Casserley responded that there was a rate increase from KCPL starting that year.

Ms. Spalding asked if the Library Debt graph includes building debt. Mr. Casserley clarified that this trend line indicates the debt service, the amount paid toward debt.

STRATEGIC PLAN

Update: Meeting with KU Public Management Center (PMC)

Mr. Casserley reported that the KU PMC team has met with Library managers to engage them in meeting with community stakeholders. The manager teams are in the process of scheduling those meetings and conducting interviews.

COMPREHENSIVE LIBRARY MASTER PLAN

Monticello Update

Project Coordinator, Scott Sime, introduced Juan Lopez-Tamez, the newest member of the strategic planning facilities team. Mr. Lopez-Tamez works in the County Facilities department and he is dedicated to Library projects. Mr. Lopez-Tamez is an architect who brings a high level of construction knowledge to the team.

Mr. Sime highlighted work that is currently occurring in the building. Work is continuing on the entry plaza, 6 by 6 walk and exterior wall system. Inside the building they are installing finishes on the grand stair, finishing the meeting rooms and laying carpet.

Next steps will be working on artwork sculpture to be installed outside, landscaping and interior finishes.

Mr. Sime announced that the opening date for Monticello will be Sunday, August 5th and that we will be thrilled to welcome patrons into our newest location. The opening will occur at 1:00 p.m. Save the dates will be going out soon.

Mr. Sime showed recent photos of the Monticello branch.

Ms. Hupp commented that she has appreciated the opportunity to tour the site and she has learned a lot about construction.

Lenexa City Center Update

Mr. Sime shared that concrete work and footings and foundation work is progressing. The building will be going vertical soon with the construction of elevator shafts.

Next steps include continued site work and the installation of precast concrete panels and the steel structure will start arriving.

We anticipate the end of construction in the second quarter of 2019 with an anticipated opening in the third quarter of 2019.

Mr. Casserley noted that working with the City of Lenexa has been a great partnership.

Antioch

Mr. Casserley presented a copy of the proposed map of the future Antioch site as proposed by the City of Merriam.

Library and County Facilities staff met with the City of Merriam to review their proposed site for the new Antioch library. The site does have some challenges. The City presented a location that allows for a 15,750 square foot building. They did state that a 20,750 square foot building could occupy the space, but this could prove to be problematic for providing drive-thru services.

Johnson County Library was excited about this potential partnership because the preliminary discussions revolved around the idea of the library being in close proximity to the community center.

The location presented does not allow for these type of joint activities to easily occur. The grade is steep from the community center to the Library. A patron would need to walk up the hill from the community center to access the Library. The two locations are separated by parking and green space.

The patron parking solution does not appear to be ideal, as it would require patrons to traverse a roadway.

Mr. Casserley recommended that the Library Board look at all location options for the new Antioch library and to consider the advantages and disadvantages of those options. This would include looking at constructing the new Antioch library on the existing site.

In response to a question from a board member, Mr. Casserley stated that the problem is that the location does not provide adjacency to the community center and other concerns around the option presented.

Ms. Rufo asked if this was the only option presented. Mr. Casserley confirmed that this was the only option presented.

Ms. Rufo noted that this design is similar to the site layout of the Shawnee Library.

Ms. Griffith expressed disappointment with the option presented and commented that she would like to see other options and gather more information.

Ms. Hupp recused herself from the discussion and voting around this project due to her dual roles as a Library board member and member of the Merriam City Council.

Mr. Riley supports the recommendation of the County Librarian to direct library staff to conduct a study to examine all the options.

UPDATES

Report from Public Library Association (PLA) Conference

Mr. Casserley reported on the highpoints from the PLA conference.

The keynote speaker spoke on net neutrality. Net neutrality is the idea that the internet should be available to everyone, not just those who are able to pay for the service. He also spoke about attention as a limited commodity and the difference between noise and information.

Another highpoint was the presentation by Sally Yates who spoke about objective truths and her concern that institutions of governments will continue, but will be found less trustworthy by the public. Mr. Casserley stated that it is part of his vision that the Library always remain a trusted institute of government.

Mr. Casserley also noted a new trend in the book publishing industry of releasing hard back and audio editions at the same time.

Audio Tour – Race Project KC

Youth Services Manager, Angel Tucker, presented to the Library Board. Ms. Tucker updated the Board on the newest project to come out of the work of adult and youth services, an audio version of the segregation bus tour. The segregation bus tour is a landmark based tour pertinent to the story of segregation, integration and the failures of integration in Kansas City. Now the tour can be accessed through an app so more individuals can hear the stories about each area.

In 2012, the Library recognized that the community was in need when the Sandy Hook tragedy unearthed a divide. The need for community conversations was clear and the Library wanted to be a place for those conversations. The Civic Engagement committee has covered subjects of school shootings, gun control, breed specific legislation and race relations.

The conversation about race relations has been ongoing at the Johnson County Library since 2013. At the core of the conversation are the history of our neighborhoods and the demographics that reveal a divide. In 2014, Tanner Colby visited the Library to discuss his book, *Some of My Best Friends are Black*. Teacher and students responded to the program and wanted to continue this work and discussion after his visit.

Through the Race Project KC initiative hundreds of students have been brought together to explore the history of our community. To date just under 1,000 students, from Johnson County and throughout the Metro, have taken the segregation bus tour.

Ms. Tucker explained how the audio tour was created and thanked Nathaniel Bozarth and Christopher Cook from Brainroot Light and Sound for their work. Ms. Tucker also thanked Mary Shortino, Sean Casserley, Adam Wathen, Ashley Fick, Christopher Leitch and Jennifer Barnett Fox.

Ms. Tucker announced that Mr. Colby will be in town next week participating in three different forums to discuss race.

Mr. Casserley recognized Angel Tucker for recently being named a Mover and Shaker for 2018 by the Library Journal. This is a national honor for the groundbreaking work she has been doing.

Ms. Tucker commented that it is humbling to receive this type of award because it takes the work and help of others.

Personnel Review Committee (PRC)

Ms. Neufeld and Mr. Casserley recently presented the staffing requests to the PRC. The committee had questions about how the request was created and appreciated that the Library had gone back to reconsider the requests. They also asked about existing open positions.

The budget meeting with county has been tentatively scheduled for May 17th.

Mr. Casserley would also like to meet with the Library Board's budget committee prior to that date.

CONSENT AGENDA

Minutes of the March 8, 2018, Library Board meeting.

Motion: Amy Ruo moved to approve the consent agenda

Second: JR Riley

Motion approved unanimously

NEW BUSINESS

Board Action: Election of Library Board Officers

Administrative regulation ARM 10-50-10, Bylaws of the Board of Directors, guides the annual election of officers. The officers of the board include a chair, vice chair/secretary, and treasurer. Officers serve a term of one-year commencing immediately upon election.

The Johnson County Library nominating committee, Donna Mertz and JR Riley, submits the following nominations for 2018 to 2019 officers:

Chair - Nancy Hupp

Vice-chair/Secretary - Bethany Griffith

Treasurer - Amy Amos Ruo

Motion: JR Riley moved that the Library Board of Directors elect the recommended slate of officers for the 2018-2019 year.

Second: Sheryl Spalding

Motion approved unanimously

Board Action: Consideration of a study of locations for the new Antioch Library

Motion: Bethany Griffith moved that the Library Board of Directors approve the County Librarian to direct library staff to conduct a study to explore alternative locations for the new Antioch Library and the possible construction of the new Antioch library on the existing site
Second: JR Riley

Motion approved unanimously

Adjournment

Ms. Hupp adjourned the meeting at 5:18 p.m.

DATE_____

SECRETARY_____

Bethany Griffith

CHAIR _____ SIGNED_____

Nancy Hupp Sean Casserley

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: MAR-2018

			Receipts	Payments	Balance
	Opening cash balance				\$35,214.13
		Add Receipts	\$56.54		
		Less Payments		\$862.62	
	Ending Cash balance				\$34,408.05
		Less Liabilities		\$91.35	
	Unobligated cash balance				\$34,316.70

APPROVED: _____

DATE: _____

Briefing Sheet

To: Johnson County Library Board
From: Sean Casserley
Date: 05/10/2018

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: Reviewed and approved by library legal counsel 4/25/2018

Budget Approval: N/A

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Johnson County, Kansas Department of Corrections through December 31, 2018.

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, 2018.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”), made in Olathe, Johnson County, Kansas, and entered into this 10th day of May, 2018 (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, 2018 or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

ARTICLE IV

Coordination of Services Provided

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

ARTICLE V

Liability

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

ARTICLE VI

Assignment and Subcontracting

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

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

ARTICLE VII **Agreement Status**

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

ARTICLE VIII **Amendment**

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

ARTICLE IX **Notices**

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

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

Provider: Johnson County Library
 9875 W 87th Street

Overland Park, KS 66212

ARTICLE X
Waiver of Breach

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

ARTICLE XI
Governing Law; Venue

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

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

ARTICLE XII
General Provisions

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

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

discrimination and equality of opportunity.

12.3 *Change in Laws; Adverse Determination.* Corrections and Provider recognize that this MOA is subject, at all times, to applicable state, local and federal laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and amendments thereto, if applicable, and to the extent **HIPAA** may apply hereunder, each Party shall provide any written assurances to the other that may be required under the requirements of **HIPAA**. The Parties further recognize that this MOA is subject to amendments to such laws, rules and regulations, new legislation, and rulings by courts of competent jurisdiction. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this MOA or that would cause one or both of the Parties to be in violation of any law, rule or regulation, will be deemed to have superseded the terms of this MOA; provided, however, that the Parties agree to exercise their best reasonable efforts to accommodate the terms and intent of this MOA by amendment to this MOA, to the greatest extent possible consistent with the requirements of law. Notwithstanding the foregoing, in the event of any judicial, legislative, regulatory or administrative change or determination, whether federal, state or local, which has or would have a significant adverse impact on either Party hereto in connection with the performance of this MOA, or in the event that continued performance by either Party of any term, covenant, condition or provision of this MOA would for any reason be in violation of any statute, regulation, or otherwise be deemed illegal or subject either Party to sanctions or penalties under any federal, state or local law, notwithstanding any other provision of this MOA, either Party may terminate this MOA immediately upon prior written notice to the other Party.

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

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

12.6 *Further Assurances.* The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to 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: _____

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), Adult Intensive Supervision Probation Office (AFS), Juvenile Field Services Office (JFS), and the Juvenile Services Center (consisting of the Juvenile Detention Center and the Adolescent Center for Treatment).

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.

Briefing Sheet

To: Johnson County Library Board
From: Sean Casserley
Date: 05/10/2018

Issue: To establish our relationship with The InterUrban ArtHouse. The MOU establishes how the Johnson County Library works with The InterUrban ArtHouse to provide art to our patrons in Johnson County Library Spaces

Background: This MOU will authorize InterUrban Art House to display works of art by their resident artists and partners at the Leawood Pioneer Library.

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

Legal Review: Reviewed and approved by library legal counsel 4/25/2018

Budget Approval: N/A

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

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

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

This MOU is intended to document the relationship between the Johnson County Library System and InterUrban ArtHouse.

InterUrban ArtHouse Gallery at Leawood Pioneer Library February 2018 – December 2019

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at Leawood Pioneer Library for InterUrban ArtHouse (IUAH) to display works of art by their resident artists and partners.
- IUAH agrees, in behalf of itself and in behalf of its resident artists and partners, that (1) IUAH and its artists and partners are solely responsible for safeguarding and insuring the works of art that will be displayed in the Leawood Pioneer Library gallery space and (2) JCL is released from any and all liability for damages that may arise from the display of such works of art in such gallery space.

Exhibitions:

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

Listen Local Live

- JCL's Listen Local Live series will take place at IUAH during IUAH's opening artist reception events at specified days and times.
- JCL and IUAH will jointly select artists from JCL's Listen Local project.
- JCL will invite, arrange and pay for the artist's performance.
- JCL's Listen Local Live and IUAH opening receptions events will be cross-promoted. JCL will provide a Listen Local banner to display at the performance.

Communication:

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

Program/Training:

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

Angi Hejduk, Chief Executive Officer

Sean Casserley, County Librarian

InterUrban ArtHouse Representative

County Librarian

Briefing Sheet

To: Johnson County Library Board
From: Sean Casserley
Date: 05/10/2018

Issue: To establish our relationship with The Arts Asylum. The MOU establishes how the Johnson County Library works with The Arts Asylum to provide art to our patrons in Johnson County Library Spaces

Background: Under this agreement, The Arts Asylum and its resident artist will display art in the gallery space at the Antioch Library.

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

Legal Review: Reviewed and approved by library legal counsel 4/25/2018

Budget Approval: N/A

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

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

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

This MOU is intended to document the relationship between the Johnson County Library System and The Arts Asylum.

The Arts Asylum Annex Gallery at Antioch Library July 2017 – December 2019

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at Antioch Library for The Arts Asylum (TAA) to display works of art by their resident artists.
- TAA agrees, in behalf of itself and in behalf of its resident artists and partners, that (1) TAA and its artists and partners are solely responsible for safeguarding and insuring the works of art that will be displayed in the Antioch Library space and (2) JCL is released from any and all liability for damages that may arise from the display of such works of art in the Antioch Library space.

Exhibitions:

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

Communication:

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

Program/Training:

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

Korey Childs, Artistic Director

Sean Casserley, County Librarian

The Arts Asylum Representative

County Librarian

Briefing Sheet

To: Johnson County Library Board
From: Sean Casserley
Date: 05/10/2018

Issue: To establish an agreement with Women's Employment Network (WEN). The MOU establishes how the Johnson County Library would work with WEN to provide career workshops to our patrons in our spaces.

Background: The Women's Employment Network offers a set of workshops which offer training for resume development, personal assessment, interviewing, financial coaching, job searching, and more. The Johnson County Library would like to work with WEN to provide their content to our patrons in our spaces.

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

Legal Review: Reviewed and approved by library legal counsel 4/25/2018

Budget Approval: N/A

Recommendation: The Johnson County Library Board of Directors approve the proposed memorandum of understanding with Women's Employment Network through December 31, 2018.

Suggested Motion: I move that the Library Board of Directors approve the proposed memorandum of understanding with Women's Employment Network through December 31, 2018.

Memorandum of Understanding (MOU) between the Johnson County Library and Women's Employment Network (WEN)

This Memorandum of Understanding (MOU) is intended to document the relationship between the Johnson County Library and the Women's Employment Network for 2018.

Purpose:

The purpose of this MOU is to clarify the responsibilities of WEN and JCL in regard to offering WEN on the Road Workshops. This agreement acts as an understanding between two parties in order to ensure the best use of JCL staff and resources.

JCL Responsibilities:

- Reserve a meeting room for the workshops; provide tables, chairs, and access to electricity, WiFi, and audiovisual equipment.
- Promote the classes on the JCL website/Events calendar and in the print Guide.
- Coordinate registration through the JCL Events Calendar.
- Cancel the workshop if there are less than 10 registrants.

WEN Responsibilities:

- Provide the curriculum and a qualified instructor for each workshop.
- Create a flyer using WEN's flyer template.

Funding

The workshops are provided free of charge to patrons. Any expenses related to materials or refreshments will be covered by JCL.

Workshops:

The specific workshops selected from the workshop series will be discussed and decided on by a representative from JCL and a representative from WEN.



Ashley Williamson, WEN

4/26/18

Date

Sean Casserley, County Librarian

Date