



**Board Report
February 14, 2019**

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, FEBRUARY 14, 2019
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
 - a) Welcome to Commissioner Liaison
 - b) Appointment of the nominating committee
 - C. Friends of the Library, Marsha Daley
 - D. Executive Director, Johnson County Library Foundation, Stephanie Stollsteimer
 - E. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Executive Session
- V. Reports
 - A. Board Counsel – Fred Logan
 - a) Naming and Sponsorship Policy; Working with the Johnson County Library Foundation
 - B. County Librarian Report
 - 1. Finances and Statistics – Nicki Neufeld5
 - a) Trends in Content and Summary of Fines and Fees – Adam Wathen 11
 - 2.Strategic Plan – Sean Casserley
 - a) Review of Internal Goals16
 - 3.Comprehensive Library Master Plan – Scott Sime
 - a) Lenexa City Center18
 - i. Lenexa Furniture update – Abby Giersch22
 - 4.Updates – Sean Casserley
 - a) Corinth Sorter progress update
 - b) Snow events – emergency procedures
 - c) Joint meeting of the Library Board and Board of County Commissioners
- VI. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the January 10, 2019, Library Board meeting35
 - B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for December r 2018 were handled in accordance with library and County policy.
 - b) The December 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 Report43

VII. New Business

1. Action item: Consideration of ARM 10-56-97, "Naming and Sponsorship Opportunities; Johnson County Library Foundation"44
2. Action item: Consideration of renewal of Memorandum of Understanding with the Johnson County Library Foundation48
3. Action item: Consideration of renewal of Memorandum of Understanding with the Friends of Johnson County Library54
4. Action item: Consideration of renewal of Memorandum of Understanding with Johnson County Community College Adult Education61
5. Action item: Consideration of contract with Herzig Engineering for Arc Flash Hazard Analysis and Compliance66

VIII. Adjournment

Suggested Motions

Consent Agenda

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

Consideration of ARM 10-56-97, “Naming and Sponsorship Opportunities; Johnson County Library Foundation

Suggested Motion: I move the Library Board of Directors approve Administrative Regulation 10-56-97, Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.

Consideration of renewal of the Memorandum of Understanding with the Johnson County Library Foundation

Suggested Motion: I move the Library Board of Directors approve the Memorandum of Understanding with the Johnson County Library Foundation.

Consideration of renewal of the Memorandum of Understanding with the Friends of the Library

Suggested Motion: I move the Library Board of Directors approve the Memorandum of Understanding with the Friends of the Library.

Consideration of renewal of the Memorandum of Understanding with Johnson County Community College Adult Education.

Suggested Motion: I move that the Library Board of Directors approve the renewal of the Memorandum of Understanding with Johnson County Community College Adult Education.

Consideration of approval of contract with Herzig Engineering for Arc Flash Hazard Analysis and Compliance.

Suggested Motion: I move to authorize a contract with Herzig Engineering for Arc Flash Hazard Analysis and Compliance engineering services in an amount of \$39,600 per Request for Proposal (RFP) 2018-096.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
December 2018
100% 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	127,540
TOTAL OPERATING FUND EXPENDITURES	<u>\$827,540</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>\$1,979,196</u></u>

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 SPECIAL USE FUND EXPENDITURES	<u>\$3,550,267</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>(\$411,423)</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>\$1,567,773</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	\$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	0.00	346.15
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 5,040.59

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

December 2018

100% 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	102,853	99,255	104%	103%
Library Generated - Overdues / Fees	592,485	725,000	82%	78%
Sale of Library Books	50,000	57,832	86%	86%
Misc Other	630,563	348,746	181%	159%
Library Generated - Other Charges	84	3,570	2%	2%
Investment	258,449	139,179	186%	212%
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	36,357,520	36,226,054	100%	99%

Expenses ALL FUNDS with Collection Encumbrance	2018 Year to Date	2018 Budget	% Categories Expended
Salaries and Benefits	17,655,508	19,132,976	92%
Contractual Services	4,100,980	4,019,965	102%
Commodities	4,160,552	5,125,453	81%
Risk Management Charges	107,220	108,070	99%
Capital / Maintenance / Repair	3,035,701	3,320,701	91%
Transfer to Debt Payment	824,741	834,741	99%
Transfer to Capital Projects	2,725,526	3,138,844	87%
Grants	126,513	254,678	50%
Interfund Transfer	297,626	290,626	102%
TOTAL EXPENDITURES	33,034,367	36,226,054	91%

Revenue - Expenses as of December 31, 2018 3,323,153

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**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>
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2018

Contractual Services	1,317,821
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
AED Equipment	9,613
	1,955,458

Budget Remaining	1,371,642
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
December 2018
100% Year Lapsed

OPERATING FUND		2018	2018	% Program
	Programs	Year to Date	Budget	Expended
	Administrative Services	4,789,323	7,045,836	68%
	Information Technology	2,256,876	2,697,938	84%
	Collection Development	3,953,350	4,074,120	97%
	Branch/Systemwide Services	14,818,219	14,129,195	105%
	Risk Management Charges	107,220	108,070	99%
	Grants *	126,513	254,678	50%
	Transfer to Capital Projects	3,035,701	3,320,701	91%
	Interfund Transfer	290,626	290,626	100%
TOTAL OPERATING FUND EXPENDITURES		29,377,827	31,921,164	92%

SPECIAL USE FUND		2018	2018	% Budget
		Year to Date	Budget	Expended
	Contractual Services (General Maintenance)	68,106	16,305	418%
	Commodities (Capital Equipment)	38,167	315,000	12%
	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		3,656,540	4,304,890	85%

TOTAL EXPENDITURES	33,034,367	36,226,054	91%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
December 2018
100% Year Lapsed

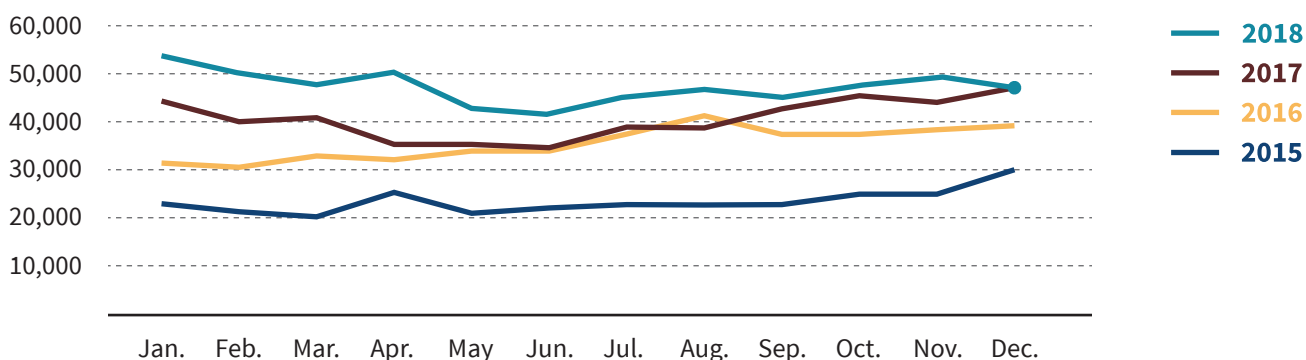
ALL FUNDS		2018	2018	% Categories
	Categories	Year to Date	Budget	Expended
	Salaries and Benefits	17,655,508	19,132,976	92%
	Contractual Services	4,100,980	4,019,965	102%
	Commodities	4,160,552	5,125,453	81%
	Risk Management Charges	107,220	108,070	99%
	Capital / Maintenance / Repair	3,035,701	3,320,701	91%
	Transfer to Debt Payment	824,741	834,741	99%
	Transfer to Capital Projects	2,725,526	3,138,844	87%
	Grants	126,513	254,678	50%
	Interfund Transfer	297,626	290,626	102%
TOTAL EXPENDITURES		33,034,367	36,226,054	91%

GRANTS*	Expenditures through 12/31/2018	Source	Received	Expenditures	Grant Award	Budget Remaining
285000079	2018 State Aid Grant	State	3/5/2018	\$126,512.64	\$126,657.28	\$144.64

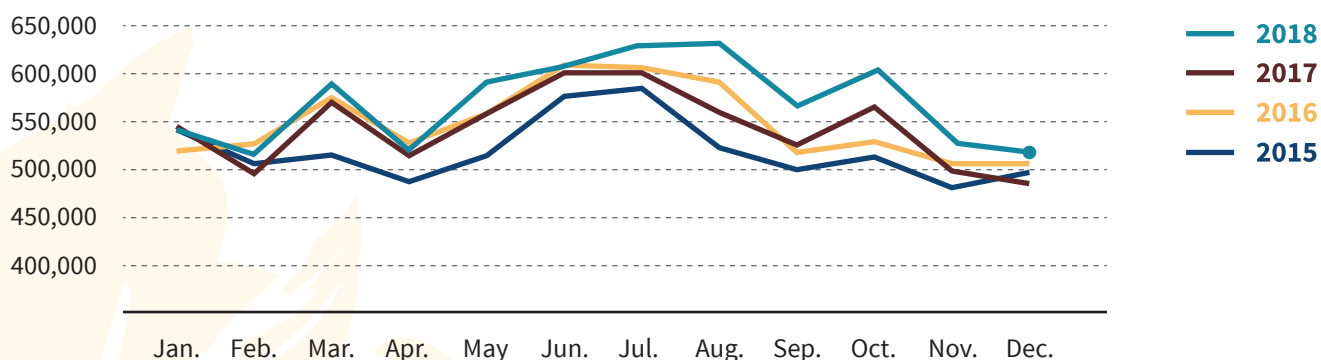
*Includes all expenditures and revenues over the life of the grant. (Includes multiple years due to the grants crossing fiscal years).

Core Operational Statistics

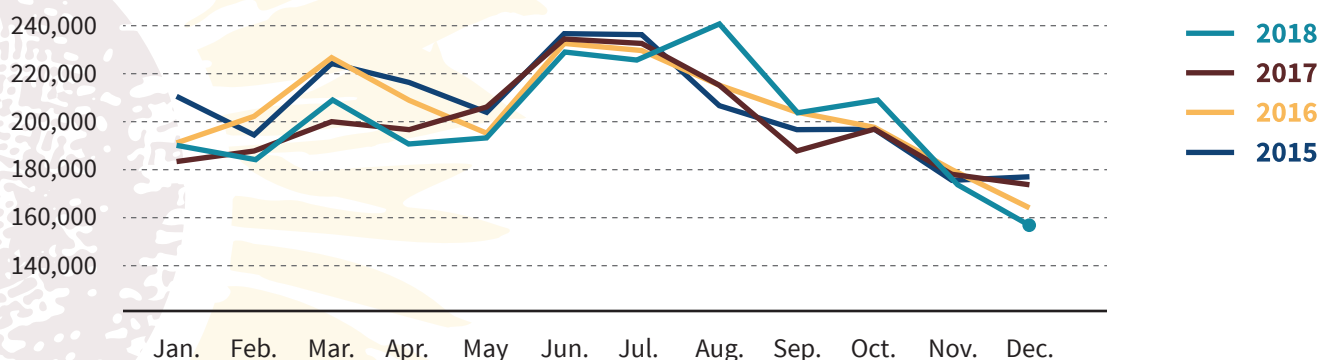
3 Year Digital Circulation Trend



3 Year Physical Circulation Trend

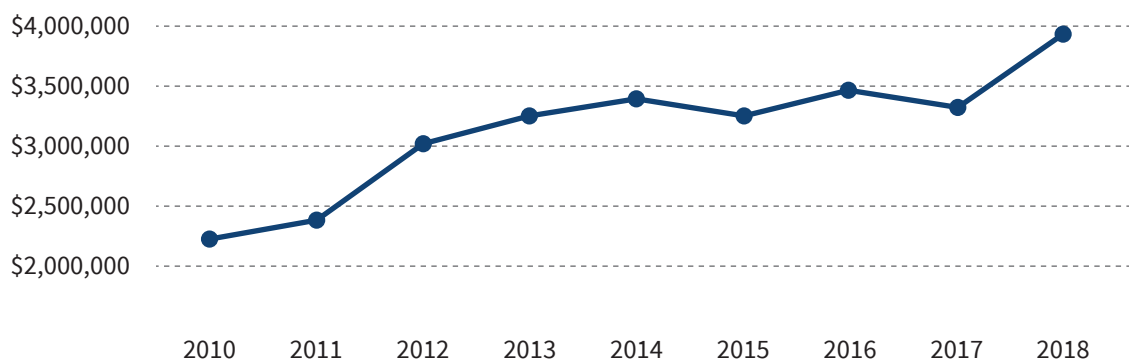


3 Year Visitation Trend

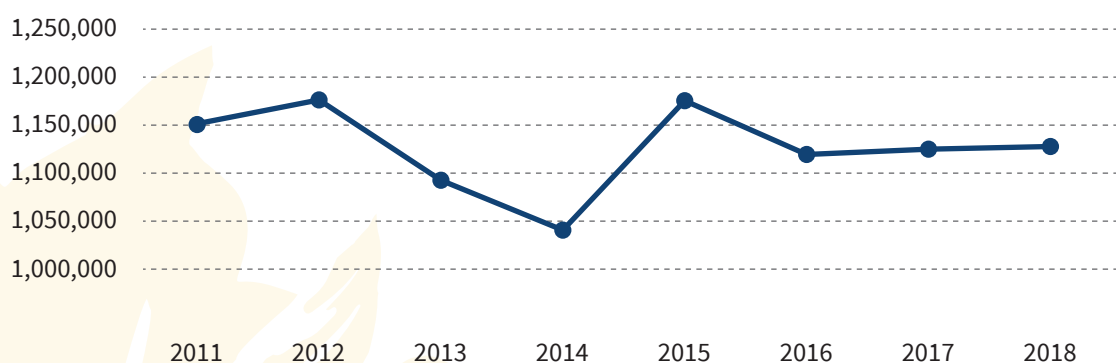


10 Year Trends Looking at Library Material

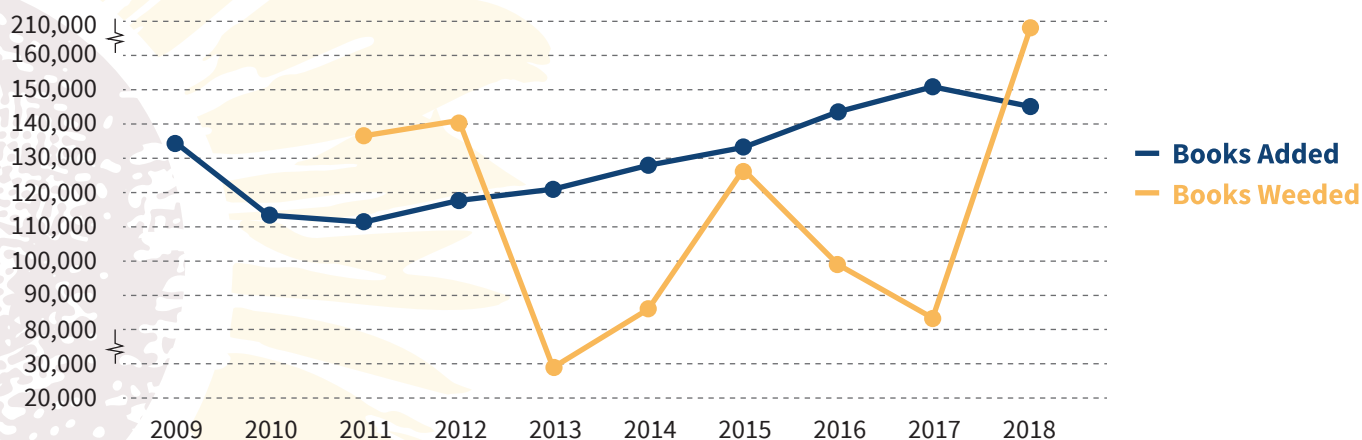
Total Collection Expenditures



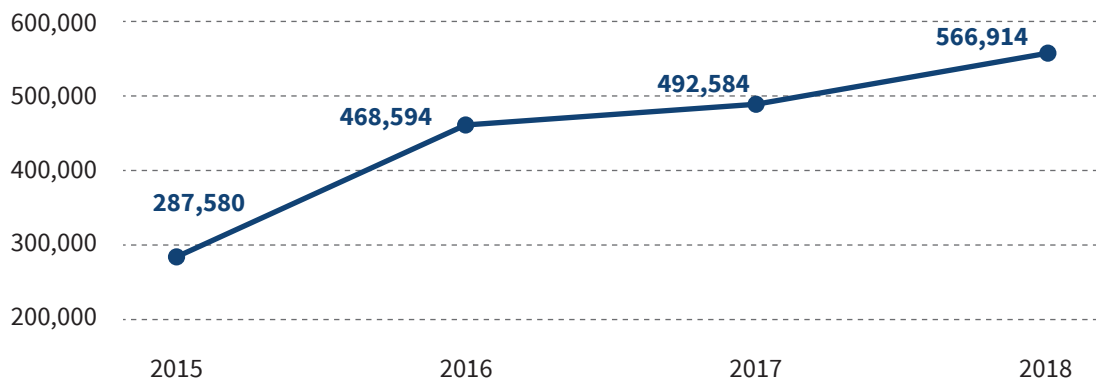
Number of Total Physical Collection



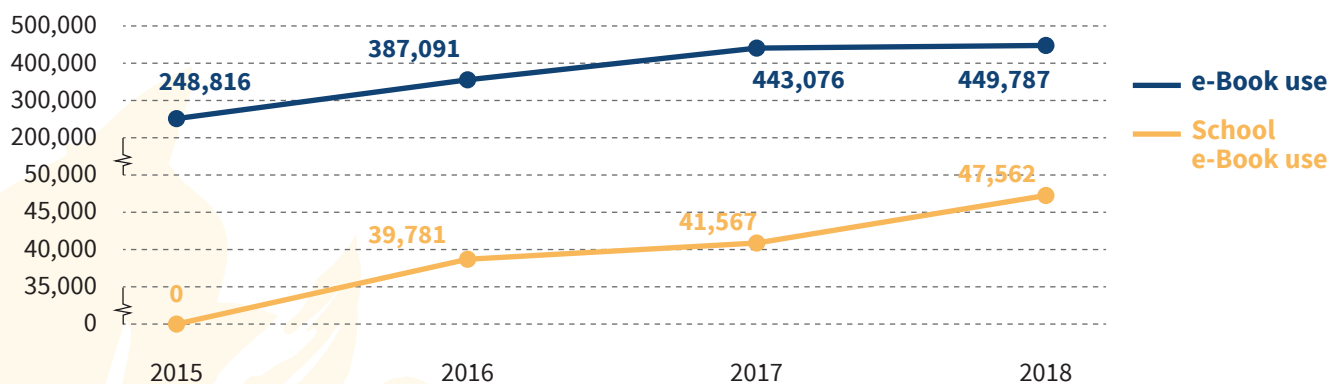
New Items Added and Weeded Annually



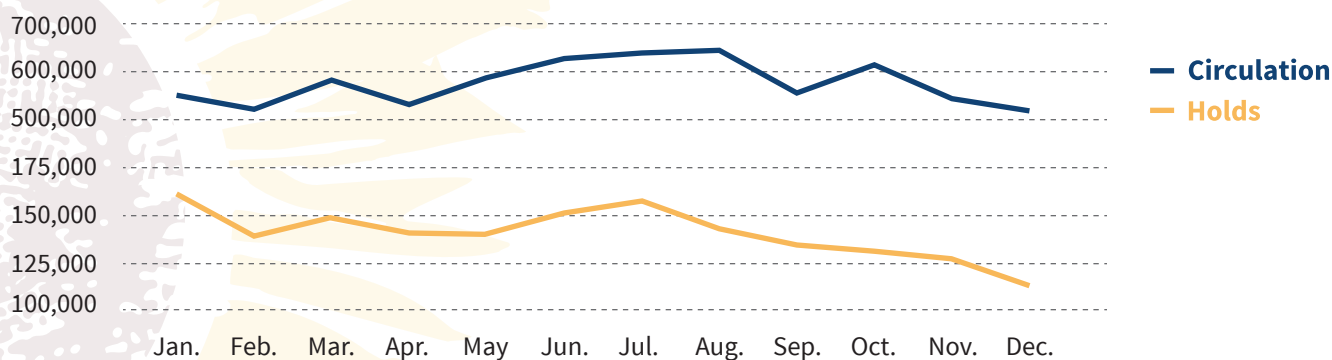
Total E-Content Circulation



Total e-Book and School e-Book Use



2018 Holds and Circulation



Fines Summary

Johnson County Library Board of Directors

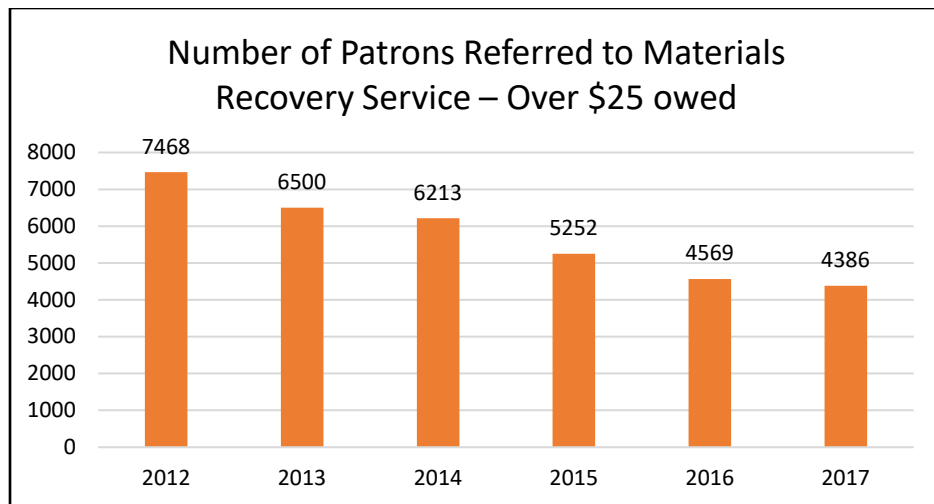
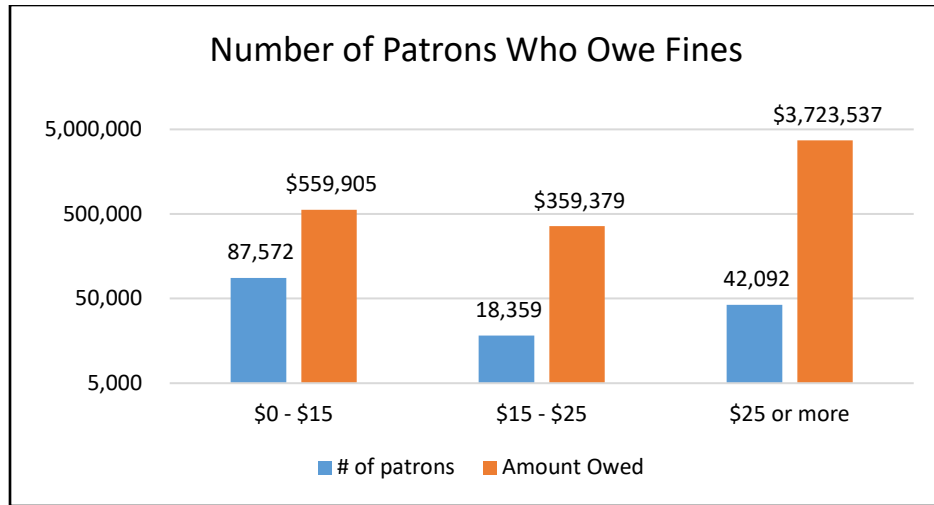
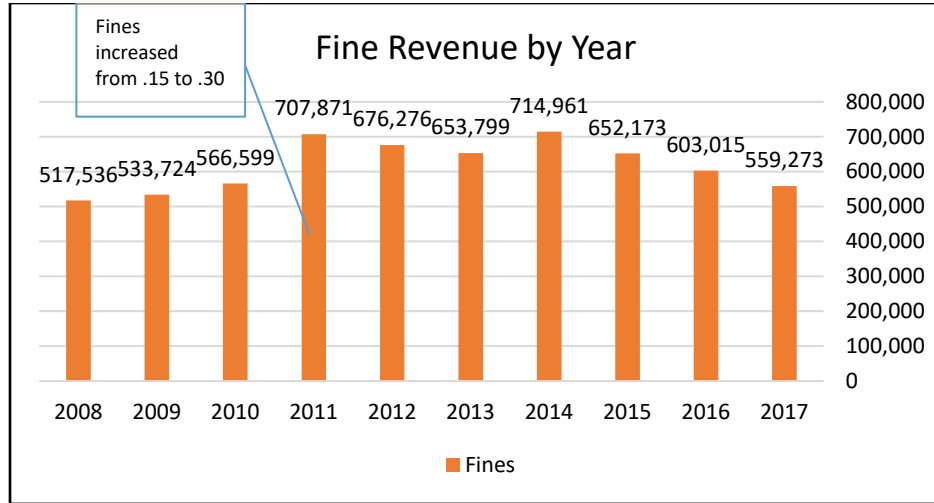
February 2019

Current fine 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)
 - \$.30 daily with a maximum of \$6.00 per item
 - \$25.00 of fines suspends borrowing privileges
 - Establishes fees for various services (photocopying, printing, etc.)
- ARM 50-30-40 (2009)
 - Allows the finance office to write off accounts owing less than \$100 and more than three years old
 - Prohibits the library from writing off these debts and enforces that they remain collectible
- ARM 20-10-95 (2011)
 - In 2011, the library could eliminate any fines \$6.00 or less billed before 2008
 - The library can eliminate fines older than five years and \$3.00 or less

Current account restrictions:

Patron Owes	Restrictions	Referral to Collection
\$.01 – \$14.99	None	None
\$15.00 – \$24.99	<ul style="list-style-type: none"> • Staff mediate renewals, holds, and check out • No Inter-library Loan 	Unique Small Balance Program – (\$3 cost to library)
\$25.00 or more	<ul style="list-style-type: none"> • \$10 referral fee added to patron account • Account frozen until balance paid 	Unique Materials Recovery Service (\$10 cost to library – passed on to patron)



2019-2023 Strategic Plan Department Goals by Key Performance Area

Education

- Annually identify, review and recommend standards for professional skills necessary to deliver programs, outreach and information services in collaboration with other Library departments.
- Prioritize, plan, implement and evaluate high-quality learning experiences that engage, inform and connect our patrons on a tri-annual schedule while remaining responsive to community needs and requests.
- Provide a premier customer experience by improving and annually reviewing all defined Johnson County Library services.

Operations

- Annually review and ensure public service staff have the knowledge, skills and ability to handle patron code of behavior and emergency situations.
- Assistant Branch Managers ensure their staff have the same understanding of management expectations and receive consistent foundational training at all locations to be reviewed annually.
- Develop and review the annual budget, allocating resources to align with strategic goals and tactics.
- Learning and Development annually assesses and determines organizational learning needs to improve skill levels and performance.
- Learning and Development annually reviews, designs, and prioritizes Adult Learning based on assessed needs so that learning meets performance gaps.
- Learning and Development connects people with assessed needs to learning resources following a determined learning calendar to ensure staff learning opportunities.
- Learning and Development creates, curates, and outsources learning resources at least trimesterly to provide effective content based on assessed needs.
- Learning and Development measures the effectiveness of learning resources using evaluation tools to confirm learning occurs, following a determined evaluative calendar.
- Triannually review Johnson County Library's internal project management program to ensure alignment of project teams with the Operations group.

Community

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

Communication

- Set and annually review the communication vision and mission for Johnson County Library.
- Support, coordinate, and implement, with Building Project Teams and stakeholders, the Comprehensive Library Master Plan (CLMP) following the prioritization and timeline set by the Library Board and as resources are available.

Library

- To ensure continual improvement, annually audit and analyze existing communication delivery, process and procedures with key stakeholders.
- To unify and maintain consistency across internal and external communication channels, triannually review library messaging.
- Within the next 18 months Assistant Branch Managers will improve communication and create a systemwide approach to decision making.

Convenience

- Ensure collection management, handling and content delivery methods and processes are reviewed annually and improvements are implemented for efficiency and effectiveness.
- Evaluate, prioritize and address interior and exterior conditions of our properties on a trimester schedule to continue to minimize maintenance costs.
- Lead and administer the twenty year Comprehensive Library Master Plan with provided resources.
- To meet current and changing technology needs for patrons and staff, annually review, analyze and prioritize library technology.

Lenexa City Center Library

Update – February 2019



Updates

- Construction Update
- Next Steps
- Timeline

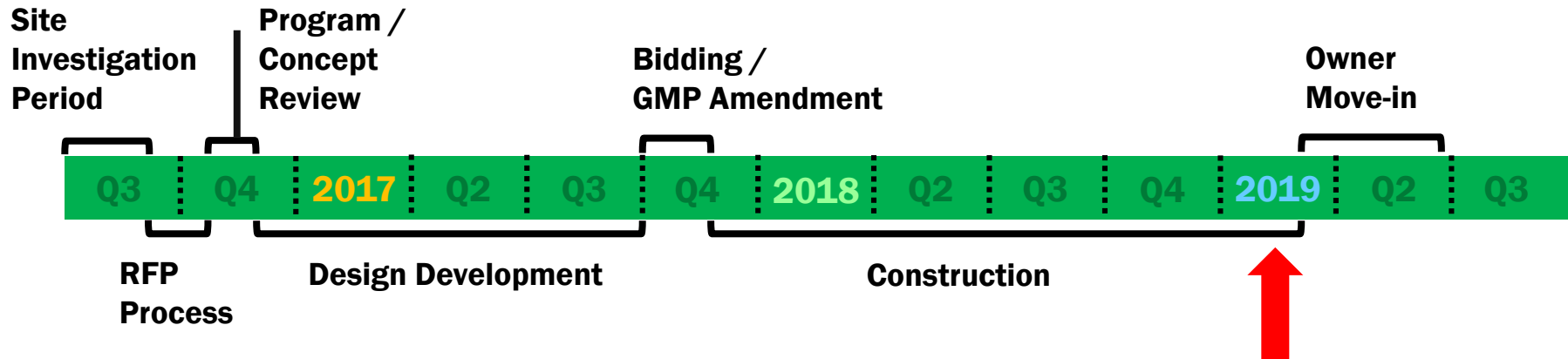


Next Steps

- Construction and move-in activities
- Site / building tours



Lenexa City Center Library Anticipated Timeline



Lenexa City Center Library

Furniture Update— February 2019



Lenexa City Center Library Furniture

Shelving



Lenexa City Center Library Furniture

Conference Rooms



CH-2 HERMAN MILLER - SETU *



T-5A HERMAN MILLER- EXCLAVE *



T-2 HERMAN MILLER - EVERYWHERE *



CH-3 HERMAN MILLER - CAPER *



Lenexa City Center Library Furniture

Staff Furniture



Lenexa City Center Library Furniture

Kid's Furniture



JUVENILES



EARLY READER



Lenexa City Center Library Furniture

Kid's Furniture

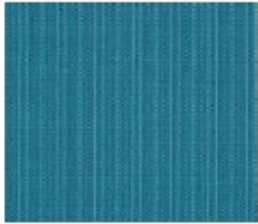


Teens



Lenexa City Center Library Furniture

Teens



Lenexa City Center Library Furniture

Adults



Lenexa City Center Library Furniture

Adults



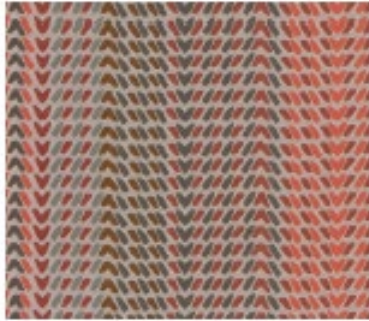
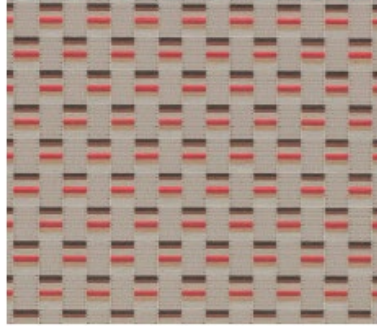
Lenexa City Center Library Furniture

Cultural Commons



Lenexa City Center Library Furniture

Cultural Commons



Lenexa City Center Library Furniture

Schedule

Shelving Installation: Feb 14th – March 29th

Staff Work room and Meeting Rooms: Week of Feb 18th

Service Desks: Week of March 13th

Everything else: April 1st – April 12th



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING
Thursday, January 10, 2019
Central Resource Library
4:00 p.m.**

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

BOARD ATTORNEY: Fred Logan, Andrew Logan

BOCC: Not present

FRIENDS OF THE LIBRARY: Diane Carlisle

STAFF: Stephanie Bailey, Amy Barclay, Brian Berrens, Robin Carol, Sean Casserley, Kevin Chacey, Monica Duffield, Lacie Griffin, Hope Harms, Kayleen Hiatt, Nathan Hohl, Lucas Kirkendoll, Juan Lopez-Tamez, Jen Mahnken, Beth Markowitz, Nicki Neufeld, Michelle Olsen, Alice Pierson, Michaela Scruggs, Scott Sime, Georgia Sizemore, Tricia Suellentop, Julie Timmins, Erica Voell, Adam Wathen, Cassie White

GUESTS: Emily Baker, Meredith Hauck, Vicki Trott, Karen Wulfekuhle

Vice Chair, Bethany Griffith, called the meeting to order at 4:00 p.m. Board chair, Nancy Hupp, is unwell and will not be in attendance.

CITIZEN COMMENTS: There were none.

BOARD OF DIRECTORS COMMENTS: There were no comments.

FRIENDS OF THE LIBRARY:

Diane Carlisle reported for the Friends of the Library. The Friends have been working on strategic planning and they are looking forward to the direction the new plan will give. The Friends ended up in good financial shape in 2018; sales were up in book stores and online.

Significant sales over the last month included:

Britannica Great Books of the Western World - \$295.00
Encyclopaedia Britannica 1911 Edition - \$240.00
George Harrison: The Apple Years (7 CD/DVD combo) - \$129.95

649 items were sold online in December for a total of \$9,557.82.

The Sizzlin' Summer Book Sale will need to be moved this year, the Friends are looking for a new location. The JCCC location will have logistical challenges with the parking lot, which is the primary driver for seeking a new location.

Ms. Ruo asked if the books are sold through Amazon. Mr. Casserley replied that the Friends are a vendor listed through Amazon.

International orders were shipped to Australia, Canada, and The United Kingdom.

JOHNSON COUNTY LIBRARY FOUNDATION:

Foundation Executive Director, Stephanie Stollsteimer, reported on behalf of the Foundation. Ms. Stollsteimer introduced Foundation Board member Vickie Trott. Ms. Trott has been a dedicated volunteer for the Library for many years. She has served as President of the Friends and is now the Foundation's treasurer.

Ms. Stollsteimer reported on the new leadership of the Foundation board. The new board President is Rich Cook and the President Elect is Chris Anderson. Ms. Stollsteimer stated we are fortunate to have the time and talent of these community leaders.

The annual end of year appeal is currently wrapping up and has reached over \$30,000. The Foundation has also received year-end grants from Walmart in the amount of \$4,500. These funds are designated to support Summer Reading and will be used to purchase 1,125 books.

The Stay at Home and Read a Book Ball event is being moved to June this year to coincide with Summer Reading.

The 1952 Society will be launching in March with an inaugural event. This is the kick-off for a planned giving initiative.

The annual Breakfast at the Library will be held on May 1st. Plans are underway for the 2019 Library Lets Loose fundraising event.

Last year the Foundation received a \$10,000 grant for publication of the Rock-A-Bye Baby Reader. Ms. Stollsteimer shared the publication with the Library Board.

BOARD OF COUNTY COMMISSIONERS REPORT:

No Report.

BOARD COUNSEL REPORT

Board Counsel, Fred Logan, reviewed the legal principles governing disposition and use of Library real estate and facilities with the Board. Mr. Logan provided a memorandum of his speaking notes to the Board that includes the statutory references.

Mr. Logan stated that this is both a preliminary and informative presentation that does not apply to any particular sites at the moment.

The Library Board has full statutory authority with respect to ownership and management of Library properties. All Library properties are titled in the name of the Board of Directors of the Johnson County Library. This is pursuant to statute K.S.A. 1223(b) that provides that in Johnson County, "the library board shall constitute a body corporate and politic possessing the usual powers of a corporation for public purposes..."

Mr. Logan advised that the Board should view themselves as a governing public body. The statute also provides that the Library Board "may acquire, hold, and convey real and personal property in accordance with the law."

With respect to Library real estate and facilities, the Library Board is given authority, in the manner set out in the statute, to acquire or sell Library real property or to hold that real property for Library purposes. Mr. Logan advised that he would interpret "library purposes" very broadly based on the number of activities the library engages in. Mr. Logan stated that the activities of the supporting organizations of the Friends of the Library and the Johnson County Library Foundation would also fall under "library purposes".

Mr. Logan reviewed the Library Board's authority to acquire...and convey real...property in accordance with the law.

K.S.A. 1223(b) provides that in Johnson County, the Library Board's acquisition or sale of real property "shall be subject to the approval of the board of county commissioners."

Mr. Logan stated that this is in essence a ratification. The Library Board is the contracting party on real estate contracts. Regardless of whether the contract is one of purchase or sale, the contract, once approved by the Library Board, must be approved or ratified by the board of county commissioners.

Mr. Logan reviewed the steps that would be taken if the Library Board determines, on the recommendation of the County Librarian, to place a Library property for sale:

1. The first step should be to obtain an appraisal of the Library property by a professionally qualified appraiser.
2. The Board could either list the property for sale with an agent or sell directly to a party (presumably after a public announcement of the availability of the property for sale, so long as the contract of sale was supported by the appraised value.
3. Once the Board approves a contract of sale, the contract would go to the board of county commissioners for approval. BOCC approval would be required before the parties could move forward under the contract.

Mr. Logan advised that the Library Board's authority to hold and make use of Library real property and facilities is very broad.

Mr. Logan stated that under the statute, the Library Board may hold Library property and use it for the full range of Library activities and the activities of groups that work for the betterment of, and in concert with, the Library such as the Johnson County Library Foundation and the Friends of the Johnson County Library.

Mr. Logan stated that this is a broad overview of the authority of the Library Board.

Ms. Spalding asked if the Library currently own buildings that are not being used. Mr. Logan responded that all property that has been acquired is currently being used for Library purposes.

COUNTY LIBRARIAN REPORT

Mr. Casserley acknowledged and welcomed the students in attendance from Shawnee Mission West high school. Mr. Casserley also welcomed the Library's New Employee Orientation class.

Finance Report

Finance Director, Nicki Neufeld, reported that we are at 100% revenue received and at 80% of expenditure spend down for 2018. The finance office is working to get all of the year-end activities completed and working on preliminary reports for the February meeting.

Ms. Spalding asked if the \$700,000 for Collection Development in the .75 Increase Report is just for the new buildings. Ms. Neufeld replied that the \$700,000 in collection was specifically for Monticello. These funds were designed to supply Monticello with a collection and because our collection floats, the entire collection will be affected.

Trends in Fines – Policy

Associate Director of Systemwide Services, Adam Wathen, gave a presentation on trends in fines. The Library has several policies related to fines. ARM 20-10-90 and ARM 20-10-91 establish the fines, the fine maximums and any fees that we might assess to patrons. These include things like charges for copies or for selling ear buds and flash drives at the desk.

Policy 50-30-40 describes how we retain fines in our system. It says that a "Patron Account Receivable" is deemed uncollectible when it is more than three years old and less than \$100 in value. The policy directs us to

write these accounts of in the finance office. The policy, however, prohibits us from writing them off in our patron catalog where they remain collectible indefinitely.

In 2011, the Library Board approved ARM 20-10-95 which gave the Library the ability to eliminate any fines \$6.00 or less and billed before 2008. It also gives us the ability going forward to eliminate fines that are older than five years and \$3.00 or less. We regularly eliminate these fines.

The majority of fines are owed for transactions that are more than three years old. In 2018, the Library entered into a memorandum of understanding with AIMS, the county's automated information mapping system. We regularly study how our services are used by patrons and how our policies impact patrons. We asked AIMS if they could map the people who owe fines from the last few years to determine if our fines create inequitable access for people of certain age ranges or economic classes. Other libraries have found a correlation between poverty and people who are blocked from library access because of fines. AIMS produced a variety of reports for us which found no correlation between fines and any specific demographic category of our patrons.

Mr. Wathen reviewed national trends in fine mitigation including waiving fines, allowing overdue grace periods, automatic renewal, amnesty days and fine-free cards or fine-free categories (e.g. children's cards that do not accrue fines).

In response to a request from the Board, Mr. Wathen stated he will prepare a one-page report showing the Library's fines and fees.

Mr. Riley shared he believes that fines are important for personal accountability.

STRATEGIC PLAN

Mr. Casserley reported that the administrative team has been working with the management team to complete the internal operational goals. All of the goals have been written in the SMART format. (Specific, Measurable, Achievable, Realistic, Time bound) The goals will be prioritized in February which will help the organization as we consider applying resources to initiatives.

COMPREHENSIVE LIBRARY MASTER PLAN

Lenexa City Center

Project Coordinator, Scott Sime, presented to the Library Board on behalf of the buildings project core team.

Mr. Sime shared that concrete work and wall work are continuing on the exterior of the building. In the interior reclaimed barn wood is being installed, as well as fixtures.

The next site tour will be next Wednesday.

Mr. Casserley asked if the fence has been removed and Mr. Sime responded that it has.

Ms. Spalding asked about emergency spaces. Mr. Sime stated that all Library sites have designated emergency spaces, at Monticello and Lenexa reinforced structures have been included in the buildings.

Artwork will be installed in March, after site construction has been completed.

Lenexa City Center, Collection Moving

IT Analyst and Project Manager, Kevin Chacey, reported to the Library Board about moving the collection.

Lackman's current collection is approximately 60,000 items.

The Lackman collection will go through some right sizing processes to get it ready for Lenexa. Right sizing includes:

- Maintenance. We will review items for maintenance needs, to ensure we move only items that are in the shape we want them to be, weeding out damaged materials.
- Collection size. Lackman's Adult and A/V collections will increase prior to moving the collection bringing the size to approximately 71,000 items – this will result in temporarily fuller shelves at Lackman.
- Labeling. Shelving will be labeled at Lackman and Lenexa – this will ensure minimal book shifting later.

We are coordinating with the moving company to ensure an efficient transition of materials between the buildings.

Once we have possession of the building and shelving is installed, the movers will transport the collection by placing items on large carts, shrink wrapping and loading on trucks. Movers will transport the collection to Lenexa and re-shelve. A handful of staff will be onsite to assist with directing the move. A final inventory will be done after re-shelving is complete.

We are working on the details for Lackman holds during the transition and we will provide that information as we get closer.

Ms. Griffith asked if the stuffed bear from the children's area at Lackman will be moving as well. Ms. Casserley responded that the bear will be moved to the new building.

Mr. Casserley thanked Mr. Chacey for his leadership and excellent presentation.

Request from the Friends of the Library to hold the book sale at Lackman

Mr. Casserley reported that the Friends of the Library have asked if they could hold the book sale at Lackman. Mr. Casserley is supportive of the idea. Advantages include access to the loading dock and existing shelving. However, the size of the parking lot is not ideal.

The Lenexa team will bring a projected opening date to the Board. Traditionally the Friends book sale has been held in early June. The Friends are flexible on the date of the sale.

Ms. Spalding asked where the Friends currently house materials. Mr. Casserley responded the Friends process books at their sorting center.

Ms. Ruo asked about the sale of Lackman. Mr. Casserley responded that the sale of the building would occur after the opening of Lenexa City Center branch.

The Board expressed their support for the idea of holding the Friends book sale at Lackman.

Lessons learned from the Monticello Opening

As we learned from opening Monticello, a grand opening can require a lot of coordination and the patron experience can be overwhelming. Mr. Casserley proposed a soft opening of the Lenexa library. Other area libraries use soft openings for their buildings and then follow the soft opening with a grand opening.

The Board was supportive of a soft opening.

Scheduling joint meeting with the Board of County Commissioners

The Board of County Commissioners has proposed March 14th for the joint meeting. The joint meeting will directly follow the regularly scheduled Library Board meeting. The Library Board was in agreement with the date.

CONSENT AGENDA

Minutes of the December 13, 2018 Library Board meeting.

Motion: Amy Ruo moved that the Library Board of Directors approve the consent agenda

Second: JR Riley

Motion carried unanimously

OLD BUSINESS

Consideration of approval of the Collection Development Policy

The purpose of the collection development policy is to act as a blueprint for the collection, guiding staff in decision-making regarding the selection and management of the collection. The policy is reviewed, updated and brought before the Library Board for approval every other year.

At the December 13, 2018, Library Board meeting suggested changes to the Collection Development policy were presented to the Board.

Ms. Spalding asked about the process of weeding materials from the Collection.

Collection Development Manager, Lacie Griffin, shared that we have criteria for removing books including age, use and condition. When an item needs to be removed it will be removed from the shelf by staff and the barcode will be covered. The item is then stamped that it has been withdrawn from the collection. At that point, weeded materials are sent to the Friends of the Library. The Library does not dispose of materials in our branches.

Mr. Casserley added that the Library runs reports that provide circulation data that helps us to “right-size” the collection. We constantly review the nature of the overall collection. We do maintain a core list of titles that we keep in the collection.

Motion: Amy Ruo moved that the Library Board of Directors approve the Collection Development Policy.

Second: JR Riley

Motion carried unanimously

Consideration of approval of the Interlocal agreement with Olathe Public Library

An incorrect version of the interlocal agreement was presented to the Library Board at the December 13, 2018, meeting. A corrected version is being presented for review and consideration.

Motion: JR Riley moved to approve the corrected interlocal cooperation agreement with Olathe Public Library through December 31, 2019.

Second: Donna Mertz

Motion carried unanimously

NEW BUSINESS

Consideration of temporary closing of the Corinth Library

The Comprehensive Library Master Plan (CLMP) sorter installation project at Corinth will require construction work on the main entrance of the library to reconfigure the exterior and interior book returns, to install the sorter, and to provide electricity to the sorting system. This requires at least three companies to have access to the entrance area for construction for approximately four days of work. The main entrance is the only ADA accessible entrance to the facility and construction would considerably obstruct and create hazardous access to the library.

The exact dates are currently unclear and will become clear as the project is scheduled. We are requesting six days in case the project runs into unforeseen complications. Should the project take less time, we will open the library earlier.

Ms. Spalding asked if a sorter can be moved after installation. Mr. Casserley responded that it can.

Motion: JR Riley moved that the Library Board of Directors approve the closure of Corinth library for up to six days in February 2019 for installation of a sorter.

Second: Sheryl Spalding

Motion carried unanimously

Consideration of approval of a Memorandum of Understanding with the Northwest Kansas Library System

Mr. Casserley presented a Memorandum of Understanding between Johnson County Library and the Northwest Kansas Library System to coordinate shared resources that support the 6 by 6 Ready to Read early literacy initiative across Kansas.

Motion: Donna Mertz moved that the Johnson County Library Board approve the MOU between Johnson County Library and Northwest Kansas Library System through December 31, 2019.

Second: JR Riley

Motion carried unanimously

Consideration of approval of a Memorandum of Understanding with the City of Merriam

The Johnson County Library Board of Directors approved the 2015 Comprehensive Library Master Plan (CLMP) in April 2015 and in August 2015 the Board of County Commissioners (BOCC) approved funding for the CLMP through an increase of 0.75 mills for the Library mill levy. In March 2018, the Library Board of Directors approved an alternate construction timeline, placing the New Antioch project as the next priority (after Lenexa City Center and Monticello). In August 2018, the City of Merriam commenced construction on its Community Center project, located north of 62nd Terrace and between Slater St. and Ikea Way, which will combine City facilities with cultural, social and civic opportunities for its citizens. The City is willing to provide land for the relocation and construction of the new Antioch library on an agreed site. The City has approved the Memorandum of Understanding to outline the parties' intent and to identify the basic terms and conditions under which the library could be located at the Community Center/Vavra development project.

Motion: Amy Ruoh moved that the Board approve the Memorandum of Understanding between the Johnson County Library and the City of Merriam to locate and build a library branch in the Vavra development site.

Second: JR Riley

Motion carried unanimously

ADJOURNMENT

Motion: Sheryl moved to adjourn

Second: Amy Ruoh

Motion approved unanimously

Meeting adjourned at 6:34 p.m.

SECRETARY _____
Bethany Griffith

CHAIR _____
Nancy Hupp

SIGNED _____
Sean Casserley

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

			Receipts	Payments	Balance
	Opening cash balance				\$101,299.24
		Add Receipts	\$0.00		
		Less Payments		\$10,774.52	
	Ending Cash balance				\$90,524.72
		Less Liabilities		\$91.35	
	Unobligated cash balance				\$90,433.37

APPROVED: _____

DATE: _____

Briefing Sheet

To: Johnson County Library Board
From: Johnson County Library Foundation
Date: February 14, 2019

Issue: A proposed new ARM 10-56-97: Naming and Sponsorship Policy; Working with the Johnson County Library Foundation

Background: The Library and the Johnson County Library Foundation work closely together to develop private donations and funding for the benefit of Library programs and facilities. Administrative Regulation 10-56-97 describes Library Board policy and intent regarding those cooperative efforts.

Alternatives: None to recommend at this time.

Legal Review: ARM 10-56-97 has been reviewed and approved by Library legal counsel.

Recommendation: We recommend the approval of ARM 10-56-97

Suggested Motion: I move the Library Board of Directors approve Administrative Regulation 10-56-97, Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: 10-56-97

SECTION: Resolutions by Library Board of Directors

**SUBJECT: NAMING AND SPONSORSHIP POLICY; WORKING WITH THE JOHNSON COUNTY
LIBRARY FOUNDATION**

SUMMARY

The Library and the Johnson County Library Foundation work closely together to develop private donations and funding for the benefit of Library programs and facilities. This document describes Library Board policy and intent regarding those cooperative efforts.

Effective Date:

February 14, 2019

POLICY:

a. The Library Board appreciates and encourages private donations made to support Library programs and facilities and views such contributions as vital to achieving the level of excellence desired by our community.

Because the Johnson County Library Foundation ("the Foundation") maintains an established system to solicit, track, acknowledge, receive and recognize private gifts, the Library Board authorizes the Foundation to develop and manage naming and sponsorship opportunities for Library facilities and programs.

The Library Board has authorized other forms of fundraising and recognition in partnership with others as appropriate. See ARM 10-56-96, "Gifts and Fundraising."

DEFINITIONS:

b. For the purposes of this document, sponsorship and naming opportunities are defined as follows:

- **Sponsorship:** Sponsorship may be applied to a program (e.g. speakers, events, presentations, and other programming), or facilities (e.g. interior and exterior areas, spaces, rooms) and may or may not be exclusive as designated by the donor agreement.

- Naming: Naming may be applied only to facilities (e.g. interior and exterior areas, spaces, rooms), will be exclusive, and must be approved by the Library Board.

AUTHORIZATION TO THE COUNTY LIBRARIAN AND THE FOUNDATION

c. The Library Board authorizes the County Librarian and the Foundation to develop a mutually agreeable plan to designate interior and exterior areas, spaces, rooms and facilities ("Facility/Facilities") as available for Naming, and to define Sponsorship opportunities for programs, speakers, events, presentations, and other programming.

The Library Board authorizes the County Librarian and the Foundation to develop minimum contribution levels for Naming and Sponsorship opportunities.

For a Naming to be approved, the County Librarian and the Foundation will present (i) a formal recommendation at an open meeting of the Library Board for review and approval or disapproval and (ii) an agreement executed by the donor and the Foundation relating to the terms of the donation. The agreement shall recite that the proposed Name is contingent on Library Board approval. No proposed Name will be formally announced until it is approved by the Library Board, although the proposed Name may appear in materials presented to the Library Board prior to its meeting pursuant to the terms of the Kansas Open Records Act. Naming recognition will be presented as part of the recommendation and will be described in the donor agreement.

Donations resulting in Naming or Sponsorship rights will be paid to and managed by the Foundation. Each Naming or Sponsorship will be finalized through a formal written agreement between the donor and the Foundation. Naming rights will not be offered in perpetuity; rather, the duration of Naming rights will be specified in a formal written agreement between the donor and the Foundation.

The Library Board will entertain requests from corporations and other legal entities to rename areas in cases of corporate or entity renaming but will not guarantee approval of such renaming requests.

MEMORANDUM
OF UNDERSTANDING

d. On the recommendation of the County Librarian, the Library Board may enter into a Memorandum of Understanding with the Foundation that provides operational and procedural details on Naming and Sponsorship opportunities.

February 14, 2019

ARM 10-56-97 End

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: February 14, 2019

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

Background:

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

A new section IV of the agreement entitled, "Operational and Procedural Provisions Pertaining to Library Naming and Sponsorship Opportunities" has been included in the MOU this year.

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by legal counsel.

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

Suggested Motion: I move that the Johnson County Library Board of Directors approve the MOU between Johnson County Library and the Johnson County Library Foundation.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this 14th day of February, 2019 by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“the Library”) and the JOHNSON COUNTY LIBRARY FOUNDATION BOARD OF DIRECTORS (“the Foundation”), a Kansas non-profit corporation exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), both parties of Overland Park, Kansas.

Recitals

A. The Foundation was formed in 1996 to “establish an endowment that would be used for the benefit of the collections and programs of the Johnson County Library, and to engage in other activities that assist the Johnson County Library in fulfilling its mission of serving the residents of Johnson County.”

B. Consistent with its stated mission, the Foundation provides financial support through its operations for the benefit of the Library.

C. The Library has provided and will, subject to adequate funding approved by the board of county commissioners, continue to provide assistance to the Foundation to facilitate its operation and the fulfillment of its stated mission.

D. On November 18, 2009, the Library and Foundation entered into a Memorandum of Understanding to describe the manner in which they would collaborate and provide assistance to one another for the benefit of the Library.

E. The Library and Foundation now wish to amend and restate that Memorandum of Understanding to revise certain provisions and to include new provisions (i) on gifts made to the Foundation and to the Library and (ii) setting out operational and procedural provisions relating to naming and sponsorship under Administrative Regulations Manual (ARM) section 10-56-97, “Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.”

Agreements

NOW, THEREFORE, the Library and the Foundation agree as follows, subject to the continued approval of sufficient funding for these purposes by the board of county commissioners:

I. OPERATIONS

1.0 Office space. The Library will furnish office space at the Central Resource Library sufficient to operate the Foundation. The Foundation will comply with Library policies in its usage of such space.

2.0 Computer usage; office equipment; Foundation website. The Library will furnish the Foundation computers, basic IT services, telephones and reasonable usage of office equipment, such as copiers office supplies and fax machines. The Library will also maintain the Foundation

website, with the understanding that the Foundation will be responsible for submitting changes and updates to the Library's website team in a timely fashion.

3.0 Assistance in financial reporting and maintenance of fundraising records. The Library will assist in the Foundation's cash management, accounting and financial reporting. The Library will buy, install and maintain software to manage Foundation financial processing and reporting of those records.

4.0 Marketing and volunteer activities. The Library marketing staff and volunteer coordinator will assist the Foundation with marketing and volunteer support, as needed.

5.0 Personnel. The Library will hire an Executive Director on behalf of the Foundation. The County Librarian will make such hire, after careful consideration of the recommendations of the Foundation's Executive Committee, and in accordance with the policies and procedures of the Human Resources department of Johnson County government. The parties acknowledge that the Foundation's Executive Director will be a county employee subject to the policies of the county's Human Resources department, including those pertaining to compensation. In accordance with county policy, the County Librarian will supervise the Executive Director, who shall direct the operations of the Foundation in consultation with the Foundation's board of directors. The Library will assume the staffing costs for any additional staffing needs. JCLF staff reimbursement is reflected in section 15.0.

6.0 Charges to Foundation. In recognition of the support provided to the Library by the Foundation, the Library will not charge the Foundation rent for the office space it provides pursuant to section 1.0 or for the services described in sections 2.0 through 5.0 of this Agreement. The Foundation will be responsible for operating expenses relating to fundraising activities, including the costs of postage, large copy jobs, and consumable office supplies used in those activities, including pens, presentation folders, notebooks, card stock, and printing costs.

II. FOUNDATION RESPONSIBILITIES

7.0 Foundation Board of Directors. In compliance with its bylaws, the Foundation will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.

8.0 Compliance with legal and regulatory requirements. The Foundation will engage in an annual audit and prepare necessary government reports at its own expense, including Form 990 and a Kansas Annual Report. The Board will comply with the Foundation's articles of organization, bylaws, and applicable federal and state laws and regulations. The Executive Director will consult with the County Librarian on all matters pertaining to such compliance.

III. FUNDRAISING AND GRANTMAKING

9.0 Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library. All restricted and unrestricted gifts made by donors to the Foundation and all gifts made to the Foundation's endowment by donors will be retained and managed by the Foundation.

Subject to the Foundation's written Gift Acceptance Policy, the following provisions shall apply to gifts made to the Library:

9.0.1 Library's statutory obligations with respect to gifts made to the Library. Pursuant to K.S.A. 12-1225(h) and 12-1225b(a), the Board of Directors of the Library has the following powers and duties with respect to gifts made to the library:

(h) to receive and accept any gift or donation to the library and administer the same in accordance with provisions thereof. If no provisions are specified, the board shall have the power to hold, invest or reinvest the gift and any dividends, interest, rent or income derived from the gift in the manner the board deems will best serve the interests of the library;

9.0.2 Restricted gifts made to the Library. In those instances in which a donor has made a gift or donation to the Library subject to restrictions or specified conditions, the Library shall administer the same in accordance with such restrictions or conditions. It may implement such restrictions or conditions by placing the gift with the Foundation in accordance with section 10.0 of this Memorandum of Understanding.

9.0.3 Unrestricted gifts made to the Library. In those instances in which a donor has made an unrestricted gift to the Library, meaning a gift on which the donor has imposed no conditions or restrictions as to use, the provisions of this subsection 9.0.3 shall apply. The Board of Directors of the Library has determined that it will best serve the interests of the Library for unrestricted gifts in an amount exceeding \$500 to be held, invested and reinvested by the Foundation, subject to appropriate safeguards and agreements to be put into place by the County Librarian and the Foundation's Executive Director, or, in the absence of an Executive Director, the Foundation's President. The Library agrees to notify the Foundation, through its Executive Director, or, in the absence of an Executive Director, the Foundation's President, when it has received and accepted an unrestricted gift in an amount exceeding \$500. The parties agree that the County Librarian and the Foundation's Executive Director, or, in the absence of an Executive Director, the Foundation's President, are authorized to implement safeguards and agreements with respect to the placement of such gifts with the Foundation. Without limiting such safeguards and agreements that might be implemented, the parties acknowledge that the same might address concerns related to receipt and refunding agreements imposed by trustees, unforeseen tax liability, and auditing requirements.

10.0 Restricted gifts. All gifts restricted for a specific library service will be initially authorized by the County Librarian, subject to Library Board of Directors approval when required under Library policies, and then accepted by the Foundation. The Foundation agrees to administer such gifts in accordance with the restrictions imposed by the donor or donors.

11.0 Management of funds for benefit of Library. The Foundation Board of Directors and Executive Director will manage the proceeds of the Foundation, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation in support of the Library. The parties agree that the Foundation will continue to

contract with the Greater Kansas City Community Foundation for investment and reporting services relating to all such funds.

12.0 Grant requests. Any grant request for unrestricted Foundation funds by the Library shall be presented in writing by the County Librarian to the Foundation. The Foundation will process the request following the Foundation's procedure for grant requests, with the Foundation Board of Directors having full authority to accept or deny the grant request.

13.0 Annual disbursement to the Library. The Foundation has raised, and shall continue to raise, funds for the endowment to supplement the Library's collection needs. The Foundation Board will on an annual basis approve a disbursement from the endowment fund to the Library for collection development equal to at least 5% of the corpus of the endowment, except in those years in which the Foundation Board specifically finds that the endowment assets have sufficiently declined in value to render such a disbursement imprudent.

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

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

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

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

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

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

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

16.04 Each Naming or Sponsorship will be finalized through a written agreement signed by the donor and the Foundation Executive Director. The agreement may include pledged gifts with terms of payment not to extend beyond 5 years. The donation will include the cost of the signage.

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

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

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

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

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

V. MISCELLANEOUS PROVISIONS

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

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

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

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

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
FOUNDATION

By: _____
Nancy Hupp, Chair

By: _____
Rich Cook, President

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: February 14, 2019

Issue: Renewal of the Memorandum of Understanding (MOU) between Johnson County Library and the Friends of the Johnson County Library.

Background:

The Johnson County Library and the Friends of the Johnson County Library have an agreement in place for the purpose of maintaining a strong relationship in which the two organizations work together for the benefit of the Library.

On the recommendation of counsel the reference to statute K.S.A. 19-211 has been removed from the MOU. K.S.A. 19-211 governs county surplus property. Library surplus property is governed by K.S.A. 12-1223(b) and ARM 50-20-50, "Surplus Property, Conveyance of Weeded Materials to Friends of the Johnson County Library."

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed and certified by legal counsel.

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

Suggested Motion: I move that the Johnson County Library Board of Directors approve the MOU between Johnson County Library and the Friends of the Johnson County Library.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND FRIENDS OF THE JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into _____, 2019 and will automatically terminate, unless extended by written consent of both parties, on _____, 2021 by and between the FRIENDS OF THE JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as Friends), and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as the Library).

WHEREAS, Friends was established in 1956 by the founders of the Library to transfer their work in operating volunteer library functions to an advocacy and support organization for the Library, and

WHEREAS, Friends is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Library system, promote informed community interest in the Library functions, resources, services and needs, and to raise supplementary funds for the Library, and

WHEREAS, Friends sells surplus Library materials to the public to assist the Library in meeting its statutory requirement to dispose of surplus property purchased with public funds by offering it for purchase by the general public pursuant to K.S.A. 1223(b) and Library A.R.M. section 50-20-50, "Surplus Property; Conveyance of Weeded Materials to Friends of the Johnson County Library," and

Deleted: 19-211

WHEREAS, Friends has, since 1984, been selling surplus Library materials in book sales, book stores, and through online sales to benefit the Library,

THEREFORE, Friends and the Library make the following agreement with respect to donated materials and the sale of surplus Library materials.

NOW THEREFORE, Friends and the Library agree as follows:

I. Friends shall:

- a. Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
- b. Sell or otherwise dispose of donated and surplus Library materials through book sales, book stores, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials;
- c. Donate sales revenue to the Johnson County Library Foundation ("Foundation") after Friends has fully funded its operational expenses and reserves;

- d. Provide for and oversee all operations related to its obligations under this Agreement including employing any necessary staff to handle operations, manage stores, sort books, oversee book sales, and provide for sorting and storage facilities;
- e. Provide for transport of donated materials to Friends' facility;
- f. Designate a liaison to attend Library Board meetings;
- g. Engage in advocacy efforts on behalf of the Library under the guidance of the Library Board and the County Librarian and in accordance with its Bylaws;
- h. Invite the County Librarian or his or her designee to regularly scheduled Friends' meetings and provide room on the agenda for a Library report;
- i. Maintain regular communication with Library Board and staff in re: Friends strategic initiatives, goals and activities. Include Library in the Friends long-term planning processes to ensure alignment of Friends strategic goals with those of the Library; and
- j. Distribute, in the event of dissolution of Friends, all remaining assets of every nature and description whatsoever to the Johnson County Library Foundation if it is in existence and qualified as a Section 501(c)(3) organization under the Internal Revenue Code of 1986, as amended, or any such successor provisions. If the Johnson County Library Foundation is not in existence or a qualified tax exempt organization, then all of the remaining assets shall be distributed to the "Gift Fund" of the Johnson County Library or any similar fund operated by the Johnson County Library.

II. The Library shall:

- a. Sell surplus Library materials to FOL for annual fee to be agreed upon by the County Librarian and FOL. Payments will be made quarterly and payable to the Johnson County Library Foundation. The fee is subject to the ability of FOL to fully fund its operational expenses and reserves. In the event, Friends is unable to pay the full amount, Friends will pay 100% of the funds that exceed its operational expenses and reserves. Surplus Library materials will then be the property of Friends;
- b. Ensure that Library locations serve as collection points for donated items from the public. Library staff may request materials from Friends for Library projects and activities;

- c. Provide Friends with Library space for opportunities to sell used books and for administration of those activities;
- d. Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends operations;
- e. Provide for transportation of surplus Library materials to Friends facility;
- f. Provide a staff liaison to Friends and support the Friends Board with administrative duties;
- g. Coordinate and support shared messaging in physical and digital channels; and
- h. Maintain regular communication with Friends Board and staff in re: Library strategic initiatives, goals and activities. Include Friends in the Library's long-term planning processes to ensure Friends awareness of Library strategic goals and of how Friends resources / support may help the Library meet those goals.

III. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The parties hereto agree that this Agreement shall be interpreted under and pursuant to the laws of the State of Kansas. This Agreement may be amended or terminated by mutual written consent of both parties.

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

FRIENDS OF THE
JOHNSON COUNTY LIBRARY

By: _____
Julie Steiner, President

Date: _____

JOHNSON COUNTY LIBRARY

By: _____
Nancy Hupp, Chair

Date: _____

ATTEST:

By: _____
Bethany Griffith, Vice Chair

Date: _____

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND FRIENDS OF THE JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into _____, 2019 and will automatically terminate, unless extended by written consent of both parties, on _____, 2021 by and between the FRIENDS OF THE JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as Friends), and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as the Library).

WHEREAS, Friends was established in 1956 by the founders of the Library to transfer their work in operating volunteer library functions to an advocacy and support organization for the Library, and

WHEREAS, Friends is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Library system, promote informed community interest in the Library functions, resources, services and needs, and to raise supplementary funds for the Library, and

WHEREAS, Friends sells surplus Library materials to the public to assist the Library in meeting its statutory requirement to dispose of surplus property purchased with public funds by offering it for purchase by the general public pursuant to K.S.A. 1223(b) and Library A.R.M. section 50-20-50, "Surplus Property; Conveyance of Weeded Materials to Friends of the Johnson County Library," and

WHEREAS, Friends has, since 1984, been selling surplus Library materials in book sales, book stores, and through online sales to benefit the Library,

THEREFORE, Friends and the Library make the following agreement with respect to donated materials and the sale of surplus Library materials.

NOW THEREFORE, Friends and the Library agree as follows:

I. Friends shall:

- a. Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
- b. Sell or otherwise dispose of donated and surplus Library materials through book sales, book stores, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials;
- c. Donate sales revenue to the Johnson County Library Foundation ("Foundation") after Friends has fully funded its operational expenses and reserves;

- d. Provide for and oversee all operations related to its obligations under this Agreement including employing any necessary staff to handle operations, manage stores, sort books, oversee book sales, and provide for sorting and storage facilities;
- e. Provide for transport of donated materials to Friends' facility;
- f. Designate a liaison to attend Library Board meetings;
- g. Engage in advocacy efforts on behalf of the Library under the guidance of the Library Board and the County Librarian and in accordance with its Bylaws;
- h. Invite the County Librarian or his or her designee to regularly scheduled Friends' meetings and provide room on the agenda for a Library report;
- i. Maintain regular communication with Library Board and staff in re: Friends strategic initiatives, goals and activities. Include Library in the Friends long-term planning processes to ensure alignment of Friends strategic goals with those of the Library; and
- j. Distribute, in the event of dissolution of Friends, all remaining assets of every nature and description whatsoever to the Johnson County Library Foundation if it is in existence and qualified as a Section 501(c)(3) organization under the Internal Revenue Code of 1986, as amended, or any such successor provisions. If the Johnson County Library Foundation is not in existence or a qualified tax exempt organization, then all of the remaining assets shall be distributed to the "Gift Fund" of the Johnson County Library or any similar fund operated by the Johnson County Library.

II. **The Library shall:**

- a. Sell surplus Library materials to FOL for annual fee to be agreed upon by the County Librarian and FOL. Payments will be made quarterly and payable to the Johnson County Library Foundation. The fee is subject to the ability of FOL to fully fund its operational expenses and reserves. In the event, Friends is unable to pay the full amount, Friends will pay 100% of the funds that exceed its operational expenses and reserves. Surplus Library materials will then be the property of Friends;
- b. Ensure that Library locations serve as collection points for donated items from the public. Library staff may request materials from Friends for Library projects and activities;

- c. Provide Friends with Library space for opportunities to sell used books and for administration of those activities;
- d. Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends operations;
- e. Provide for transportation of surplus Library materials to Friends facility;
- f. Provide a staff liaison to Friends and support the Friends Board with administrative duties;
- g. Coordinate and support shared messaging in physical and digital channels; and
- h. Maintain regular communication with Friends Board and staff in re: Library strategic initiatives, goals and activities. Include Friends in the Library's long-term planning processes to ensure Friends awareness of Library strategic goals and of how Friends resources / support may help the Library meet those goals.

III. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. The parties hereto agree that this Agreement shall be interpreted under and pursuant to the laws of the State of Kansas. This Agreement may be amended or terminated by mutual written consent of both parties.

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

FRIENDS OF THE
JOHNSON COUNTY LIBRARY

By: _____
Julie Steiner, President

Date: _____

JOHNSON COUNTY LIBRARY

By: _____
Nancy Hupp, Chair

Date: _____

ATTEST:

By: _____
Bethany Griffith, Vice Chair

Date: _____

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: February 14, 2019

Issue: Renewal of the JCCC Adult Education Agreement

Background: JCL has partnered with JCCC Adult Education to provide space for GED and ESL classes for many years. Currently JCCC is using space at our Antioch and Gardner locations. The partnership has been successful, and it helps to meet strategic plan goals, specifically Goal 4: People will connect and interact because of Library partnerships and collaborations.

Alternatives: If we do not renew the MOU at this time, JCCC will have to find alternate locations to hold their classes.

Legal Review: Reviewed and approved by counsel.

Budget Approval: It is part of our Information Technology's budget to maintain the computers JCCC uses at our locations.

Recommendation: Approve the agreement as presented

Suggested Motion: I move that the Johnson County Library Board of Directors approves the agreement with JCCC Adult Education to continue this partnership for the year 2019.

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

THIS AGREEMENT is made and entered into for the year 2017⁹ by and between the JOHNSON COUNTY COMMUNITY COLLEGE, Overland Park, Kansas, hereinafter sometimes referred to as JCCC or the College, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

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

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

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

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

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

NOW THEREFORE, JCCC and the Library agree as follows:

I. Johnson County Community College shall:

- a. Provide professional instructors to supervise instruct and coordinate JCAE at Antioch and Gardner.
- b. Provide student assessment and counseling for JCAE participants in the above library literacy centers.
- c. Recruit, train and supervise volunteers for JCAE: at the above library literacy centers.
- d. Select appropriate training materials for volunteers and participants.
- e. Promote the JCAE library centers and use of the Library in general
- f. In exchange for the space provided to JCCC by the Library, act as a resource by providing space periodically for Library activities, in accordance with JCCC policies/procedures.
- f.g. Seek other opportunities for collaboration and mutual benefit

II. Johnson County Library shall:

- a. Act as a resource by providing space for JCAE at the Antioch and Gardner libraries.
- b. Provide general support for grant applications sought by JCAE to promote literacy and/or adult education programs as appropriate.
- c. Offer donated/weeded materials that may be of interest to JCAE (such as literature appropriate for adult beginning readers) by means of working with the Friends of the Library to select and deliver materials to JCAE sites via JCL courier.

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- d. Train all public services staff to be sensitive to the special needs of adult learners. Library staff will be available to orient JCAE students to library services and to give guidance on appropriate reading materials.
- e. Disseminate information about JCAE.
- f. Provide, maintain, and support personal computer (PC) workstation hardware and software.
- g. Provide access to the Internet from all JCAE sites located within JCL facilities
- h. Seek other opportunities for collaboration and mutual benefit.

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

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

JOHNSON COUNTY COMMUNITY COLLEGE

JOHNSON COUNTY LIBRARY

By: _____

Karen Martley
AVP, Continuing Education & Organizational
Development

By: _____

Nancy Hupp
Board Chair
Library Board of Directors

Date: _____

Date: _____

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

THIS AGREEMENT is made and entered into for the year 2019 by and between the JOHNSON COUNTY COMMUNITY COLLEGE, Overland Park, Kansas, hereinafter sometimes referred to as JCCC or the College, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the Library.

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

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

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

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

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

NOW THEREFORE, JCCC and the Library agree as follows:

I. Johnson County Community College shall:

- a. Provide professional instructors to supervise instruct and coordinate JCAE at Antioch and Gardner.
- b. Provide student assessment and counseling for JCAE participants in the above library literacy centers.
- c. Recruit, train and supervise volunteers for JCAE: at the above library literacy centers.
- d. Select appropriate training materials for volunteers and participants.
- e. Promote the JCAE library centers and use of the Library in general
- f. In exchange for the space provided to JCCC by the Library, act as a resource by providing space periodically for Library activities, in accordance with JCCC policies/procedures.
- g. Seek other opportunities for collaboration and mutual benefit

II. Johnson County Library shall:

- a. Act as a resource by providing space for JCAE at the Antioch and Gardner libraries.
- b. Provide general support for grant applications sought by JCAE to promote literacy and/or adult education programs as appropriate.
- c. Offer donated/weeded materials that may be of interest to JCAE (such as literature appropriate for adult beginning readers) by means of working with the Friends of the Library to select and deliver materials to JCAE sites via JCL courier.

- d. Train all public services staff to be sensitive to the special needs of adult learners. Library staff will be available to orient JCAE students to library services and to give guidance on appropriate reading materials.
- e. Disseminate information about JCAE.
- f. Provide, maintain, and support personal computer (PC) workstation hardware and software.
- g. Provide access to the Internet from all JCAE sites located within JCL facilities
- h. Seek other opportunities for collaboration and mutual benefit.

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

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

JOHNSON COUNTY COMMUNITY COLLEGE

JOHNSON COUNTY LIBRARY

By: _____

Karen Martley
AVP, Continuing Education & Organizational
Development

By: _____

Nancy Hupp
Board Chair
Library Board of Directors

Date: _____

Date: _____

Library

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Re: Electrical Arc Flash Hazard Analysis and Compliance
Date: February 14, 2019

Issue: Consider authorizing a contract with Herzig Engineering for Arc Flash Hazard Analysis and Compliance engineering services in an amount of \$39,600, per Request for Proposal (RFP) 2018-096.

Background: In 2014, the Board of County Commissioners (BOCC) approved Phase 1 of the Arc Flash Hazard Analysis project, which began with an inventory of electrical systems and the development of a scope of work for Phase 2 of the project. This contract with the JCL Board of Directors will provide engineering services to examine the electrical gear, perform arc flash calculations, determine the level of hazard the equipment presents, provide options to mitigate hazards, to appropriately label the equipment, and may be used to plan major, minor, urgent, and long-term corrective action, and short and long term financial planning for regular maintenance and capital improvement projects.

Analysis: This contract provides professional services as needed to comply with the Occupational Safety and Health Administration (OSHA)'s National Fire Code Protection Association (NFPA) 70E Standards regarding Arc Flash Hazard Analysis for Library facilities, structures and areas that have electrical service. The Library is regulated by the Kansas Department of Labor, Industrial Safety and Health division for public sector entities, and has adopted the OSHA standard that requires employers to protect their employees from electrical hazards, including shock and arc flash. OSHA standards themselves do not provide enough detailed information to enable employers to protect employees from arc flash. NFPA 70E provides a bridge between OSHA's requirement and actual compliance with that standard.

Fee proposals were received to provide these services for all County facilities including the Library and Parks and Recreation. This contract award only covers the Library. Each entity separately pays for its share of expenses.

On October 10, 2018, the Treasury and Financial Management, Purchasing Division opened RFP 2018-096 for Arc Flash Hazard Analysis and Compliance Phase 2 Engineering Services. The RFP was advertised in the local newspaper, was posted electronically on the Johnson County website and the Johnson County electronic bidding site powered by Ionwave Technologies. A non-mandatory pre-submittal meeting was held on September 5, 2018. A total of eleven (11) firms responded to the RFP as listed in the table below:

Firms Submitted	Interviewed	Recommended
Herzig Engineering	X	X
Lewellyn Technology, LLC	X	
FSC, Inc.	X	
Ross and Baruzzini	X	
Eaton Corporation	X	
Professional Engineering Consultants	X*	
Electrical Power Systems Intl.		
Electrical Safety Specialists		
AllumiaX		
Electrical Corporation of America		

Library

ESC Engineering		
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*Selected for interview but declined before the interviews took place

Six (6) finalists were invited to interview with the evaluation committee consisting of staff from Facilities Management, the Parks and Recreation District and the Johnson County Library. One (1) firm declined before the interviews took place, bringing the total number of firms interviewed to five (5). Herzig Engineering was the top-ranked firm based on five criteria: (1) Project Approach, (2) Key Staff Members, (3) Firm Experience, (4) Staff Utilization and (5) Cost as outlined in the table below:

RFP 2018-096 Arc Flash Hazard Analysis	Maximum Points	Herzig Engineering	Firm A	Firm B	Firm C	Firm D
1. Project Approach	20	18.8	15.6	15.4	17.4	15.8
2. Key Staff Members	25	22.2	16.6	19	18.4	15.2
3. Firm Experience	20	18.2	14.8	14.8	15.6	10.4
4. Staff Utilization	10	9.2	7.6	7.4	8.2	6.6
5. Cost	25	25	18.96	14.14	10.11	10.67
Total	100	93.4	73.56	70.74	69.71	58.67

Herzig Engineering demonstrated a clear and complete understanding of the scope of services, has related experience, and has successfully provided similar services to other customers. They scored very well for their project approach, key staff member and firm experience.

Alternatives: The Board may choose to not approve the recommendation but will not be in compliance with regulations enforced by the Kansas Department of Labor, Industrial Safety and Health.

Legal Review: Library Legal counsel has reviewed and approved the contract as to form.

Funding Review: There is no new funding required for this item. This project was approved as part of the FY 2015 CIP.

Recommendation: Authorize a contract with Herzig Engineering for Arc Flash Hazard Analysis and Compliance engineering services in an amount of \$39,600 per Request for Proposal (RFP) 2018-096.

Suggested Motion: I move to authorize a contract with Herzig Engineering for Arc Flash Hazard Analysis and Compliance engineering services in an amount of \$39,600 per Request for Proposal (RFP) 2018-096.

**AGREEMENT FOR ARC FLASH HAZARD ANALYSIS AND COMPLIANCE
PHASE 2 PROFESSIONAL CONSULTING ENGINEERING SERVICES**

THIS AGREEMENT, made in Overland Park, Kansas, and entered into as of the _____ day of _____, 2019 (the “Effective Date”), by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY and HERZIG ENGINEERING, with offices located at 11108 N. Oak Trafficway, Suite 104, Kansas City, MO 64155 (hereinafter “HE”), each hereinafter a “Party”, and together hereinafter the “Parties”.

WITNESSETH:

WHEREAS, the Treasury and Financial Management Department of JOHNSON COUNTY, KANSAS solicited formal sealed proposals from firms qualified to provide JOHNSON COUNTY and several of its agencies with certain consulting engineering services to implement an arc flash hazard analysis and compliance program for multiple JOHNSON COUNTY facilities; and

WHEREAS, in response to the JOHNSON COUNTY's solicitation, HE duly submitted a written proposal to JOHNSON COUNTY for the desired consulting engineering services; and

WHEREAS, on _____, 2018, the Board of County Commissioners of Johnson County, Kansas authorized a contract with HE to provide the JOHNSON COUNTY with such professional services; and

WHEREAS, JOHNSON COUNTY and HE agreed to accept the terms and conditions of that Agreement.

WHEREAS, on _____, 2019, the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (hereinafter "JCL") authorized a contract with HE to provide JCL with such professional services as identified in the scope of services as “Libraries (JCL)” facilities and identified in the Cost Proposal document with BASE COST and ALTERNATE COST amounts; and

WHEREAS, JCL and HE hereby agree to accept the terms and conditions of this scope of the Agreement.

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

ARTICLE I
Purpose

1.1 Purpose. JCL hereby engages the professional consulting engineering services of HE to conduct and implement an arc flash hazard analysis and compliance program to integrate with its Electrical Safety Program, provide additional safety measures for employees and contractors, and achieve compliance with OSHA NFPA 70E standards (hereinafter the “Services”), and HE hereby agrees to provide JCL with such Services in accordance with, and subject to, the terms and conditions of this Agreement. The Parties acknowledge and agree that the National Fire Protection Association (NFPA) Code 70E lists the necessary standards and requirements for the safe operation of electrical switchgear and distribution equipment used in the facility electrical infrastructure. The results of the arc flash hazard analysis will be used to determine arc flash hazard ratings for each component in the electrical system. The results may also be used to plan major, minor, urgent, and long-term corrective action, and short and long term financial planning for regular maintenance and capital improvement projects.

ARTICLE II

Contract Documents

2.1 The Services to be provided by HE hereunder shall be governed by the terms and conditions of this Agreement, and any attachments and/or exhibits attached hereto, and the respective standard terms and conditions, special conditions, provisions, and representations contained within the documents enumerated below, which are incorporated herein by reference, and which together with the terms and conditions of this Agreement, and any attachments and/or exhibits attached hereto, comprise the Contract Documents:

2.1.1 JOHNSON COUNTY’s Request for Proposal No. 2018-096, and any amendments and/or addenda subsequently issued thereto (collectively hereinafter the “**RFP**”), with the following exception:

.1 Standard Term and Condition 8.38 Performance and Statutory Bonds is deleted in its entirety; and

2.1.2 HE’s written proposal of September 17, 2018 (hereinafter the “**Proposal**”), duly submitted to JOHNSON COUNTY in response to the **RFP**; and

2.1.3 HE’s proposed cost submittal of October 9, 2018 (hereinafter the “**Cost Proposal**”), duly submitted in accordance with the requirements of the **RFP**.

2.2 It is hereby acknowledged and agreed that the **RFP** and HE’s **Proposal** and **Cost Proposal**, if not attached hereto, shall be on file with JOHNSON COUNTY’s Office of Treasury and Financial Management, Purchasing Division, Johnson County Administration Building, 111 South Cherry, Suite 2400, Olathe, Kansas 66061-3486, or such other office or location as the County may from time to time designate.

2.3 Whenever the terms "respondent", "successful respondent", "bidder", "successful bidder", "contractor", "successful contractor", "consultant" or terms of similar purport are used in the Contract Documents, such terms shall be deemed to mean and refer to HE.

2.4 Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and any attachments or exhibits attached hereto, and then by reference to the terms and conditions, provisions, and representations contained within the documents in the order enumerated in Section 2.1 hereinabove.

ARTICLE III

Nature and Scope of Services

3.1 *Nature of Services.* HE 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 JCL with the highest level of quality of professional consulting engineering services in an expeditious and professional manner, consistent with the purpose and requirements of this Agreement, and the JCL's interests and objectives. HE shall exercise that degree of care, expertise, skill and diligence in the performance of the Services as possessed and exercised by other persons providing the same type of professional consulting engineering services under similar circumstances for projects in size, complexity, and scope similar to that of JCL's hereunder.

3.2 *Scope of Services.* In providing JCL with the Services required hereunder, HE shall render to JCL those Services and deliverables as specified, outlined and contained in ***Section 5 – Scope of Services*** of the **RFP** (hereinafter referred to as "Basic Services"), consistent with HE's Project Approach outlined and contained in its **Proposal**; provided, however, nothing herein shall preclude HE from providing JCL, upon written request, with optional or additional professional services relative to the scope, purpose and requirements of this Agreement. The Services shall be provided for those facilities that are clearly delineated as "Libraries (JCL)" on the spreadsheet issued with the RFP entitled "Site List and Equipment Inventory-Revised 2018-1003"

ARTICLE IV

Period of Performance

4.1 *Period of Performance.* Unless otherwise established as determined by the Parties hereto at the making of this Agreement, the period of performance for completion of the Services required of HE under this Agreement shall be fully rendered by HE in accordance with a final project timeline schedule (hereinafter the "Project Schedule") prepared by HE and submitted to JOHNSON COUNTY AND JCL, on or in a timely fashion immediately following execution of this Agreement by the Parties. If not otherwise established at the making of this Agreement, the Project Schedule so submitted by HE shall be subject to JOHNSON COUNTY's AND JCL's review and approval. Upon

approval of a Project Schedule, the same shall form and be made a part of this Agreement. Subject to the provisions of Article X of this Agreement, the Project Schedule may be amended or extended by written addendum of the Parties.

ARTICLE V

Compensation

5.1 Compensation. As compensation for Basic Services rendered by HE hereunder, JCL agrees to pay HE in an amount not to exceed **THIRTY-NINE THOUSAND SIX HUNDRED Dollars (\$39,600.00)** (hereinafter the "Contract Price"). The Contract Price shall be full compensation for labor, expenses, subsistence, transportation, overhead and profit incurred in performance of the described Basic Services, which include the Base Cost and Total Alternate Costs under this Agreement. Payments shall be made within thirty (30) days of the JCL's receipt of invoices from HE documenting the services and deliverables rendered and deemed acceptable to the COUNTY.

5.2 Optional or Additional Services. Should HE be requested to provide optional or additional services for JCL relative to the scope, purpose and requirements of this Agreement, HE shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates as may be mutually agreed to by the Parties.

ARTICLE VI

Coordination of Services

6.1 Coordination of Services; Project Representative. HE shall coordinate all Services to be provided by HE under this Agreement with JOHNSON COUNTY's Facilities Director, or designee thereof (the "County Project Manager"). Whenever this Agreement requires, or it becomes necessary for, HE to advise, provide or communicate information to, or seek the approval of, JOHNSON COUNTY OR JCL in matters relating to HE's Services hereunder, HE shall direct all such communications and requests for approval to the County Project Manager. Further, HE shall, upon request, meet with the County Project Manager upon on a periodic basis, as may be recommended or required by the County Project Manager, to coordinate any and all activities, services and responsibilities required of HE under this Agreement.

ARTICLE VII

Insurance

7.1 Insurance. HE shall, while performing the Services required under and for the duration of this Agreement, comply with the insurance requirements of Special Condition No. 9 of the **RFP**. In addition, HE shall provide certificates of insurance identifying the "Board of Directors of the Johnson County Library of Johnson County, Kansas and their respective officers, Commissions, Agencies and employees as Additional Insureds for claims caused in whole or in part by the HE's negligent acts or omissions during the HE's operations and during HE's completed

operations. The Additional Insured requirement, as to the Board of Directors of the Johnson County Library, shall be subject to the limitation of liability for claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between JCL and HE under this Contract. HE shall maintain the required insurance for the duration of the project.

ARTICLE VIII

Assignment and Subcontracting

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

8.2 *Subcontracting.* It is understood and acknowledged by the Parties that should HE intend to subcontract some services required hereunder to parties other than those that may be named in its **Proposal**, HE agrees to obtain prior written consent from JCL 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 HE and not JCL, and HE shall remain fully liable to the JCL for the proper discharge of all the services required hereunder regardless of by whom they are performed.

ARTICLE IX

Agreement Status

9.1 *Agreement Status.* This Agreement is, and shall be deemed, an independent contract for services and HE and all persons providing services on behalf of HE under this Agreement shall be deemed independent contractors and shall not be deemed under any circumstances as employees of JCL.

ARTICLE X

Amendment

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

ARTICLE XI

Notices

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

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

JOHNSON COUNTY: Johnson County, Kansas
Brad Reinhardt, Director of Facilities
Facilities Management
111 S. Cherry Street, Suite 2100
Olathe, Kansas 66061

HE: Herzig Engineering
Bob Herzig, PE
Principal and Owner
11108 N. Oak Trafficway, Suite 104
Kansas City, MO 64155

ARTICLE XII

Termination

12.1 Termination. Notwithstanding any other provision to the contrary, the COUNTY and HE hereby agree that the following shall prevail with respect to termination of this Agreement:

- .1 For cause.** Should HE be found in violation of any of the terms and conditions of this Agreement, it shall be deemed in breach of this Agreement. JCL shall thereupon notify HE, in writing, of such violation, giving HE thirty (30) days to cure such breach. Should HE fail to cure such breach, JCL shall then have the right to terminate this Agreement for cause by giving written notice to HE of such termination and specifying the effective date of such termination. In the event of termination for cause, HE shall be entitled to just and equitable compensation for Services satisfactorily performed by HE through the date of termination specified by JCL, less costs and damages incurred by JCL as a result of HE's breach.
- .2 For lack of funds.** Should, for whatever reason, adequate funding not be made available to JCL to support or justify continuation of the level of Services to be provided by HE under this Agreement, JCL may terminate or reduce the amount of service to be provided by HE under this Agreement. In such event, JCL shall notify HE, in writing, at least thirty (30) days in advance of such termination or reduction of services for lack of funds, in which case, HE shall be reimbursed for all costs and expenses incurred prior to the date of such notice.
- .3 For convenience.** JCL reserves the right to terminate this Agreement, at any

time, for the convenience of JCL, without penalty or recourse, by giving HE written notice of such termination thirty (30) days prior to the termination. HE shall be entitled to just and equitable compensation for Services satisfactorily performed by HE through the date of termination specified by JCL.

- .4 ***For lack of payment.*** HE reserves the right to terminate this Agreement for lack of payment by JCL for Services performed by HE under this Agreement and accepted by JCL.

ARTICLE XIII **Waiver of Breach**

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

ARTICLE XIV **Governing Law; Venue**

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

14.2 *Venue.* In the event that the Parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement 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 XV **Force Majeure**

15.1 *Force Majeure.* This Agreement is subject to, and HE shall not be responsible or liable for, delay, directly or indirectly, resulting from or contributed to by any foreign or domestic embargoes, seizures, acts of God, insurrections, war or the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome the videotaping, production, or delivery hereunder. In the event that any performance hereunder is suspended or delayed by reason of any one or more of the occurrences aforesaid, any and all performance so suspended or delayed shall be made after such disabilities have ceased to exist.

ARTICLE XVI **Miscellaneous**

16.1 *Good Standing.* HE shall be authorized to do business in the State of Kansas and

must maintain good standing pursuant to the laws of this State and any other applicable law.

16.2 Warranty of Ability to Perform. HE shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of HE's knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of HE's obligations, diminish HE's obligations, or diminish HE's financial ability to perform the terms of this Agreement. During the course of this Agreement, if any of the aforementioned events occur, HE must immediately notify JCL, in writing, of the same.

16.3 Dispute Resolution. The Parties are fully committed to working with each other throughout the period of this Agreement, 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, JCL and HE 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.

16.4 Governmental Restrictions. In the event any governmental restriction is imposed that would necessitate alteration of the performance of the Services provided under this Agreement prior to delivery, HE shall immediately notify JCL, in writing, indicating the specific regulation that necessitates the alteration.

16.5 Documents and Records. HE shall maintain full and accurate records of all matters covered by this Agreement, and JCL shall have access during regular business hours to such records. Access to such records shall extend to appropriate federal, state and other local authorities. All meeting notes, reports, design plans, specifications, special studies, records, Project deliverables and other data prepared under this Agreement shall become the property of JOHNSON COUNTY and JCL upon completion or termination of the Services of HE and payment by JCL to HE for such Services. All materials produced in performance of work under this Agreement shall be and become the sole property of the JOHNSON COUNTY and JCL, and HE shall have no right or property interest in any produced materials and hereby agrees that it shall not reserve any interest by license, copyright or other proprietary claim in or to any such materials.

16.6 Nondiscrimination. HE 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. HE 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.

16.7 Funding Clause. This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto (the "Act"). By virtue of this Act, JCL is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during JCL's

current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

16.8 Confidentiality. To the extent permitted by law, each Party agrees that it will not disclose any privileged or confidential information obtained or learned from the other Party as a result of this Agreement, except as may be required in connection with any audit conducted by a third party payor or as required by law, regulation or order of a court with jurisdiction or as set forth below. Without limiting the generality of the foregoing, the Parties agree that they will maintain the confidentiality of any business or financial records, supply and service information, marketing information, personnel information, information contained or encompassed in all computer hardware, algorithms, software and other technology, and/or matters of practices of the other as to other technology, and/or matters or practices of the other to which they have access or knowledge pursuant to this Agreement (“Proprietary Information”) during the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement. Upon expiration or termination of this Agreement or upon demand, whichever is earlier, each Party will immediately return any and all Proprietary Information belonging to the other Party.

16.9 Change in Laws; Adverse Determination. JCL and HE recognize that this Agreement is subject, at all times, to applicable state, local and federal laws, rules and regulations. The Parties further recognize that this Agreement 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 Agreement 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 the Agreement; provided, however, that the Parties agree to exercise their best reasonable efforts to accommodate the terms and intent of this Agreement by amendment to this Agreement, 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 Agreement, or in the event that continued performance by either Party of any term, covenant, condition or provision of this Agreement 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, either Party may elect to terminate this Agreement immediately upon prior written notice to the other Party, notwithstanding the termination provisions of Article XII of this Agreement.

ARTICLE XVII

Severability

17.1 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 Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XVIII

Entire Agreement

18.1 Entire Agreement. This Agreement represents the entire agreement between JCL and HE with respect to the provision of professional consulting engineering services required hereunder of HE for JCL, and supersedes all prior understandings or promises, whether oral or written, between the Parties pertaining to or in connection with this Agreement.

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

HERZIG ENGINEERING

By: _____

Printed name

Title

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

By: _____

Printed name

Title

APPROVAL AS TO FORM:

By: _____

Fred J. Logan, Jr
Legal Counsel for JCL