



**Board Report
December 9, 2021**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, December 9, 2021
MONTICELLO LIBRARY
LARGE MEETING ROOM
22435 W. 66th St., Shawnee, KS 66226
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [Facebook page](#) for a live feed or later when the video is posted to the Library's website.

If you have information or comments related to any item on our agenda that you would like to have presented to the Library Board, we encourage you to submit that information in writing. If you wish to submit information, please email comments or statements to casserleys@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board prior to the meeting.

I. Call to Order

II. Citizen Comments

III. Remarks

- A. Members of the Johnson County Library Board of Directors
- B. Board Chair, Bethany Griffith
- C. Development Department
 - 1. Friends of the Library: written report presented by Christopher Leitch, Community Relations Coordinator.....4
 - 2. Johnson County Library Foundation: written report presented by Stephanie Stollsteimer, Foundation Director.....6
- D. Liaison, Board of County Commissioners, Janeé Hanzlick

IV. Reports

- A. Board Counsel – Andrew Logan and Fred Logan – Intellectual freedom and challenges to the collection.
- B. County Librarian Report – Sean Casserley, County Librarian
 - 1. Finances and Statistics
 - a) Monthly Budget Report – Dave Vratny, Finance Director.....7
 - b) Monthly Statistics Report – Adam Wathen, Associate Director of System Wide Services.14
 - c) Trends in Learning and Development – Laura Blair, L&D Training Manager.....17
 - 2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator
 - a) Central Staff Space Consolidation (CSSC).....22
 - i.CBU2 Moves Team – Nathan Hohl, Assistant Branch Manager.....28
 - b) Antioch Replacement.....33
 - c) DeSoto, Spring Hill, and Edgerton Renewal Study.....37
 - d) Capital Improvement Projects Timeline Summary.....42
 - 3. Updates – Sean Casserley, County Librarian
 - a) Succession Plan Report Update
 - b) Painting at Leawood Library

V. Consent Agenda

- A. Action Items:
 - 1. Minutes of the November 10, 2021 Regular Library Board meeting.....45

2.	2022 renewals of Memoranda of Understanding(MOUs).....	52
a)	AARP, The Arts Asylum, BikeWalk KC, City of Leadwood, City of Lenexa, City of Overland Park, Department of Corrections, InterUrban ArtHouse, Johnson County Community College Adult Education, Johnson County Library Foundation, Johnson County Payroll Department, Kansas City Artists Coalition, Overland Park Community Garden	
3.	2022 renewal of agreement for legal services with Logan Logan & Watson.....	82
4.	2022 Sirsi contract renewal.....	84
5.	2022 Bibliotheca contract renewal.....	88
B.	Information Items	
1.	Financial and Personnel	
a)	The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2021 were handled in accordance with library and County policy.	
b)	The October 2021 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures	
C.	Gift Fund Report	
1.	Treasurer's Report.....	96

VI. Old Business
None

VII. New Business

A.	Action Item: Consideration of renewal of MOU with the DeSoto Parents as Teachers.....	97
B.	Action Item: Consideration of renewal of MOU with the Growing Futures Early Education Center.....	100
C.	Action Item: Consideration of renewal of MOU with the Johnson County Facilities Management Department.....	104
D.	Action Item: Consideration of renewal of MOU with the Johnson County Human Resources (HR) Department.....	150
E.	Action Item: Consideration of renewal of MOU with the Sheriff's Office.....	159
F.	Action Item: Consideration of MOU with the University of Missouri Kansas City (UMKC).....	179
G.	Action Item: Consideration of closing Leawood for interior painting.....	182
H.	Action Item: Consideration of closing De Soto for HVAC work.....	183

VIII. Adjournment



November 2021: Monthly Report
of the
Friends of Johnson County Library
to the
Board of Directors of Johnson County Library

Good afternoon, Madame Chair, and thank you and members of the Board, and Commissioner Hanzlick, and Mr. Casserley for this time to report on Friends progress on behalf of the Executive Committee. There are three subjects in our report today, detailing recent activities:

- **2022 Slate of Officers and Committee Chairs**
- **Realignment of Staff Duties**
- **Members-only Pop-up Sales**

- **2022 Slate of Officers**

We are so pleased to announce our 2022 Slate of Officers as selected by unanimous vote at the Friends of Johnson County Library’s annual meeting on November 9:

President ----- Chris Meier
Vice President / President-elect ----- Shanna Eiklenborg
Treasurer ----- Vicki Denk
Secretary ----- Diane Carlisle

- **Realignment of Staff Duties**

While our mission remains the same, as an adaptive organization, the way we work continues to evolve. Staff titles have changed to better reflect shifting responsibilities:

Director of Operations ----- Shanta Dickerson
Sorting & Sales Specialist ----- Karin Dembinski
Bookstores Manager ----- Becky Epperson
Internet Sales & Office Manager (please welcome to our team!) - Chris Hickam

- **Members-only Pop-up Sales**

In alignment with our strategic plan, we continue to look for new ways to deliver programs while managing down costs. Now, it's time to test the sort-to-sell concept as outlined in our business plan. December brings the launch of Members-only Pop-up Sales at Friends headquarters! One of the **many** benefits of Friends membership is special notice of Friends sales and events. To partake in this perk and receive advance notice of our next sale, become a Friend today at <https://www.joinjclfriends.org/>.

Respectfully submitted,

Executive Committee, Friends of Johnson County Library

To: Library Board of Directors
From: Stephanie Stollsteimer
Date: December 9, 2021
Re: Johnson County Library Foundation update

The Annual Appeal is in full swing as we promote year end giving.

- The theme is “**25 Years of Making a Difference.**”



- The initial mailing went out the first of November and we’ve followed up with digital and social media. We’ll do one more follow up mailing mid-month to key donors.

The Foundation’s 2021 Slate of Officers and new board members have been approved.

- The officers include: Ava Christie, President; Leigh Anne Neal President-Elect, Chris Anderson, Past President; Ken Eaton, Treasurer; Sean Casserley, Secretary.
- Three new board members include: Stann Tate, Benjamin Struby, and Anjalie Pandya.

As we kick off 2022, we have a virtual appreciation event, January 16, with Johnson County Library’s own Gregg Windsor, Readers’ Advisory, who will share his Top Reads for 2022.

- The event will be on ZOOM and provide a fun and interesting hour for the most loyal and generous supporters who are volunteers, Friends and donors.

Join a tour of the renovated Central Resource Library!

- We have two more VIP tours scheduled. You can join in tomorrow, Friday, December 10, and Friday, January 28 at 3:30.

Thank you!

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
October 2021
83% of year lapsed

OPERATING FUND

	2021
Programs	Budget
Revenue	3,913,449
Administrative Services	
Information Technology	
Collection Development	
Branch/Systemwide Services	278,960
Transfer to Capital Projects	
Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES	<u>\$278,960</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u>\$3,634,489</u>

SPECIAL USE FUND

	2021
	Budget
Revenue:	3,138,526
Expenses:	
Contractual Services (General Maintenance)	
Commodities (Capital Equipment)	
Transfer to Debt Payment	
Transfer to Debt Payment - CLMP	3,107,383
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$3,107,383</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u>\$31,143</u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u>\$3,665,632</u>

Expenditure of Friends of the JCL Donations 2021

<i>Expenditure Details</i>	<i>October</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$75.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	53.37	53.37
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	49.12
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ 53.37	\$ 177.49

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2021
83% of Year Lapsed

REVENUE ALL FUNDS	2021 Year to Date	2021 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	36,258,079	36,717,284	99%	99%
Ad Valorem Delinquent	80,854	288,773	28%	69%
Motor Vehicle	3,334,264	3,170,344	105%	96%
Library Generated - Copying/Printing	54,462	104,359	52%	42%
Library Generated - Overdues / Fees	275,734	768,271	36%	31%
Sale of Library Books	37,500	50,000	75%	25%
Misc Other	15,028	18,703	80%	4%
Reimbursement	186,306	330,043	56%	54%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	97,546	58,404	167%	71%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	21,188	12,325	172%	155%
Commercial Vehicle Tax	56,169	57,421	98%	95%
Heavy Trucks Tax	5,166	4,841	107%	132%
Rental Excise Tax	32,244	45,873	70%	110%
State and Federal Grants	171,285	265,638	64%	50%
TOTAL REVENUE	40,625,824	41,905,920	97%	96%

**Expenses ALL FUNDS with Collection
Encumbrance**

Categories	2021 Year to Date	2021 Budget	% Categories Expended
Salaries and Benefits	16,931,727	21,735,915	78%
Contractual Services	5,176,704	6,300,506	82%
Commodities	3,742,479	4,173,766	90%
Risk Management Charges	145,685	195,074	75%
Capital / Maintenance / Repair	3,386,343	3,338,526	101%
Transfer to Debt Payment	0	10,000	0%
Transfer to Capital Projects	0	2,777,596	0%
Grants	236,047	265,638	89%
Interfund Transfer	3,042,103	3,108,899	98%
TOTAL EXPENDITURES	32,661,087	41,905,920	78%

Revenue - Expenses as of October 31, 2021 7,964,737

RESERVES ALL FUNDS	As of 12/31/20
Reserves Operating Fund	11,832,474
Reserves Special Use Fund	1,702,168
Total JCL Reserves	13,534,642

Scheduled Replacement Plan Funding

	<u>REVENUE RECEIVED TO DATE</u>
-	
2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
2019 Fund Transfer	1,131,100

Total Revenue **4,458,200**

2021

Contractual Services	1,584,927
Building Repair	585,616
Architectural Services	68,820
Furnishings and Office Equipment	73,032
HVAC	178,193
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	119,310
AED Equipment	9,613
Interfund Transfer	1,767,934
	<u>4,425,107</u>

Budget Remaining **33,093**

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
October 2021
83% Year Lapsed

OPERATING FUND	2021	2021	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	4,078,757	4,765,784	86%
Information Technology	2,228,778	3,632,726	61%
Collection Development	2,958,288	3,593,153	82%
Branch/Systemwide Services	15,128,982	20,128,760	75%
Risk Management Charges	145,685	195,074	75%
Grants *	236,047	265,638	89%
Transfer to Capital Projects	0	2,777,596	0%
Interfund Transfer	3,000,562	3,067,358	98%

TOTAL OPERATING FUND EXPENDITURES	27,777,098	38,426,089	72%
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SPECIAL USE FUND	2021	2021	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	63,900	176,305	36%
Commodities (Capital Equipment)	95,242	155,000	61%
Transfer to Debt Payment	0	10,000	0%
Transfer to Capital Projects	3,107,383	3,138,526	99%

TOTAL SPECIAL USE FUND EXPENDITURES	3,266,525	3,479,831	94%
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TOTAL EXPENDITURES	31,043,624	41,905,920	74%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
October 2021
83% Year Lapsed

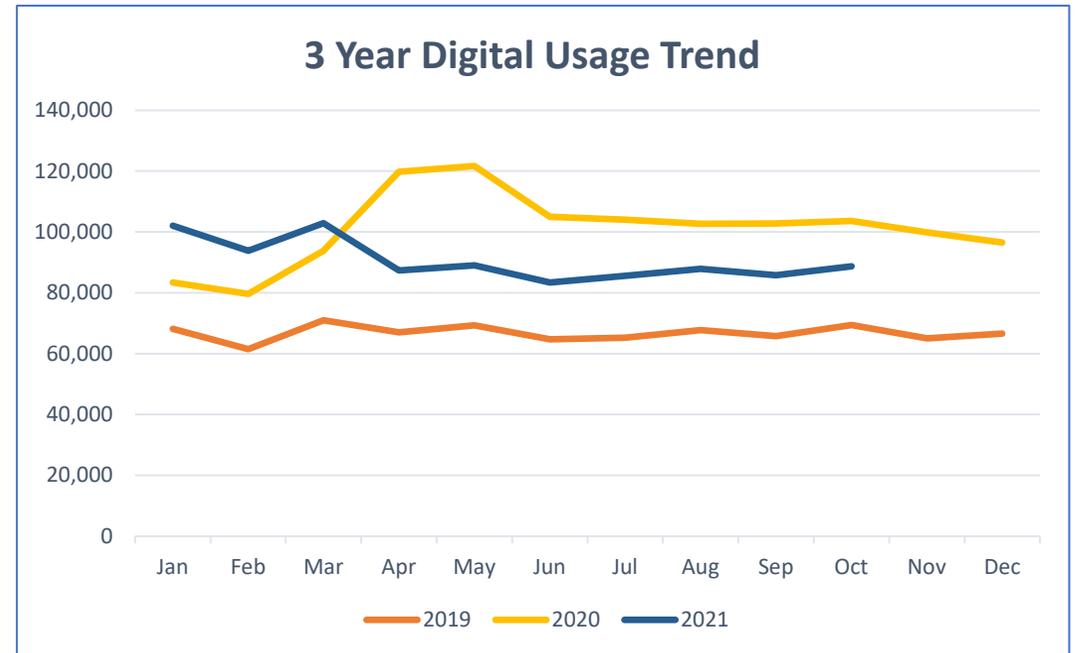
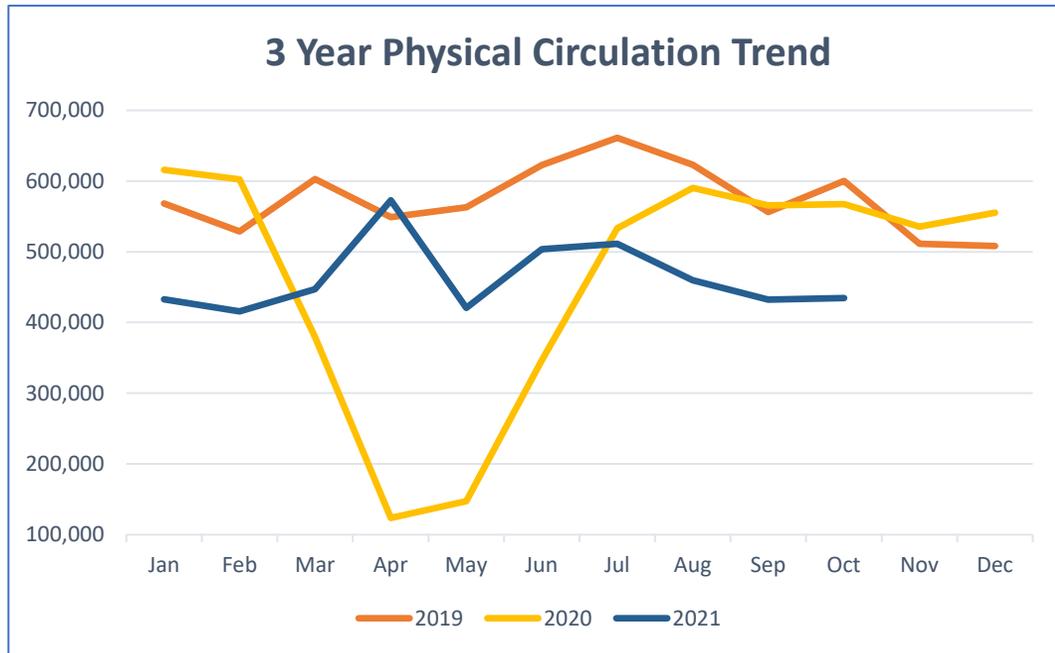
ALL FUNDS	Categories	2021 Year to Date	2021 Budget	% Categories Expended
	Salaries and Benefits	16,931,727	21,735,915	78%
	Contractual Services	4,625,752	6,300,506	73%
	Commodities	2,675,967	4,173,766	64%
	Risk Management Charges	145,685	195,074	75%
	Capital / Maintenance / Repair	278,960	2,977,596	9%
	Transfer to Debt Payment	0	10,000	0%
	Transfer to PBC Capital Leases	3,107,383	3,138,526	99%
	Grants	236,047	265,638	89%
	Interfund Transfer	3,042,103	3,108,899	98%
TOTAL EXPENDITURES		31,043,624	41,905,920	74%

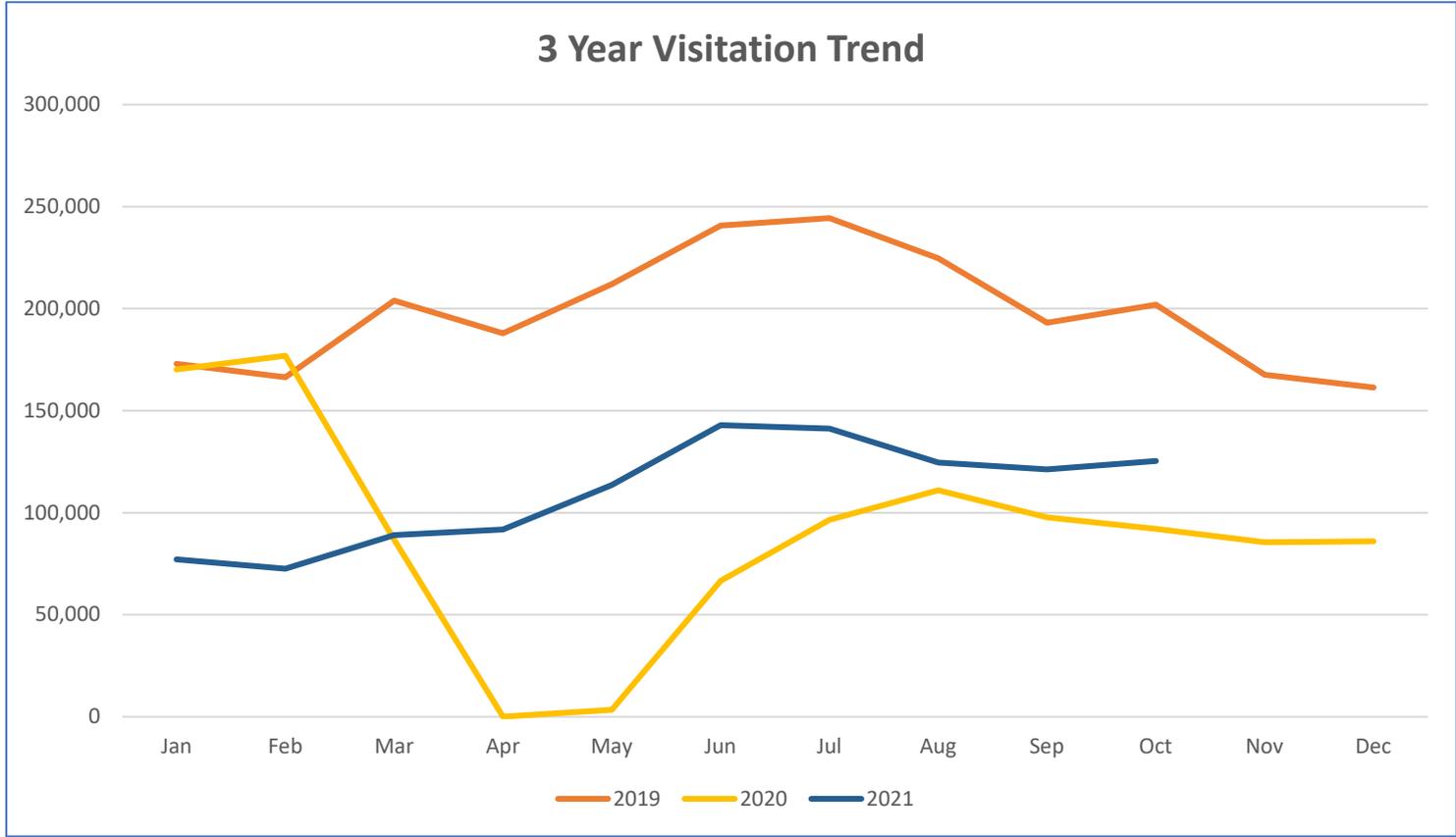
GRANTS*	Expenditures through 10/31/2021	Source	Received	Expenditures	Grant Award	Budget Remaining
285000086	2021 State Aid	State	3/22/2021	\$130,146.30	\$131,284.90	\$1,138.60
285000087	On 24 2021-2022	JCL Foundation	6/11/2021	\$103,538.00	\$103,538.00	\$0.00

*Includes all expenditures and revenues over the life of the grant.

Monthly Statistical Report

December 2021





Learning & Development at JCL



L&D Team

- Increased the size of the team
- Developing a strategic focus
- Increased capacity
- Partnering with departments across the organization
- Partnering with Howe Street Group
- Training for Central re-opening



L&D by the Numbers



- We offered **126** programs in 2021 both virtual and live
- Programs had a combined attendance of **842**
- Virtual conferences and other external events were attended by **101** staff
- New Employee Orientation hosted **48** new or newly promoted staff



Cyber Security Focus

Infosec IQ

- 324 learners
- 98.49 training completion rate
(average is 54.84)
- 83.02% of users reported phishing emails



Future Plans



- Leadership Succession Development
- New Manager and Operations Training
- Leverage eLearning and Blended Learning Solutions
- Technology Training
- Training Evaluation Processes
- Continue Current Programs including
 - Personal Development
 - Organizational Awareness
 - Job Tasks



Central Building Upgrade, Part 2

Update – December 2021

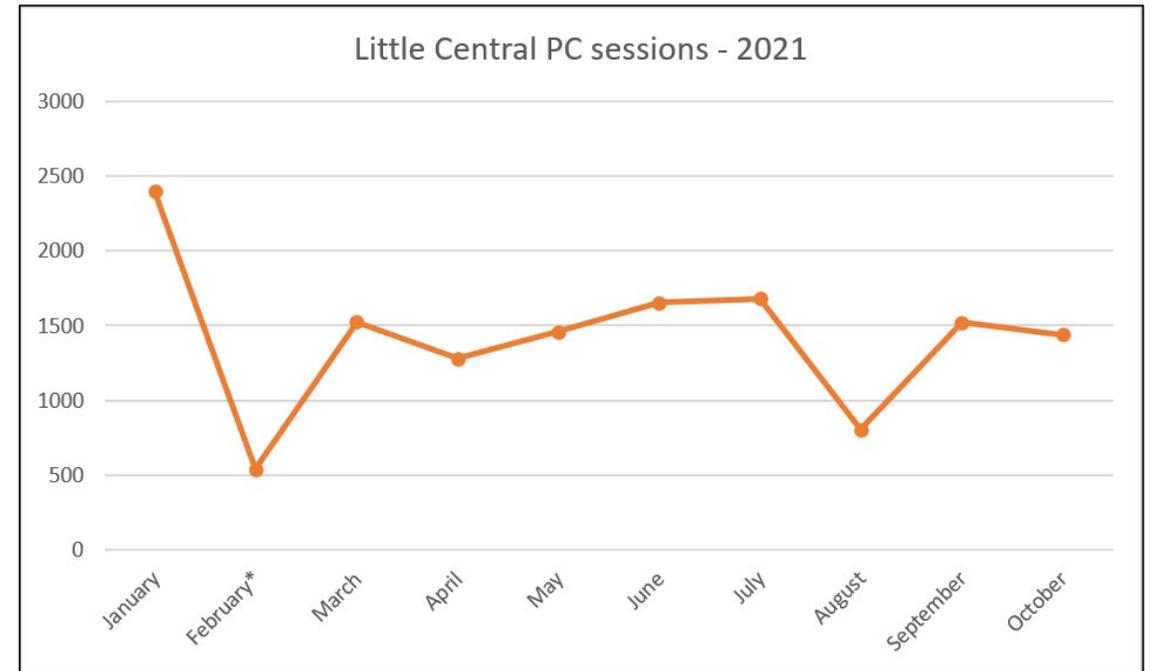
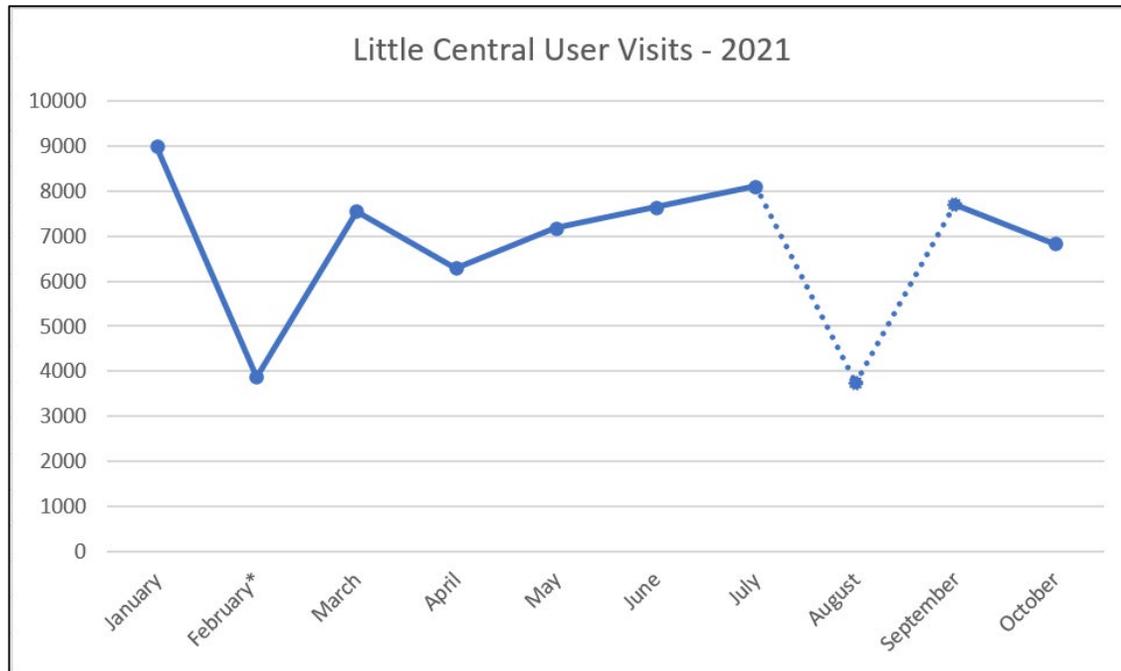


Updates

- Little Central update
- Move-In update
- Next Steps
- Timeline



Little Central update



Move-In update

- Activities this month
- Tours

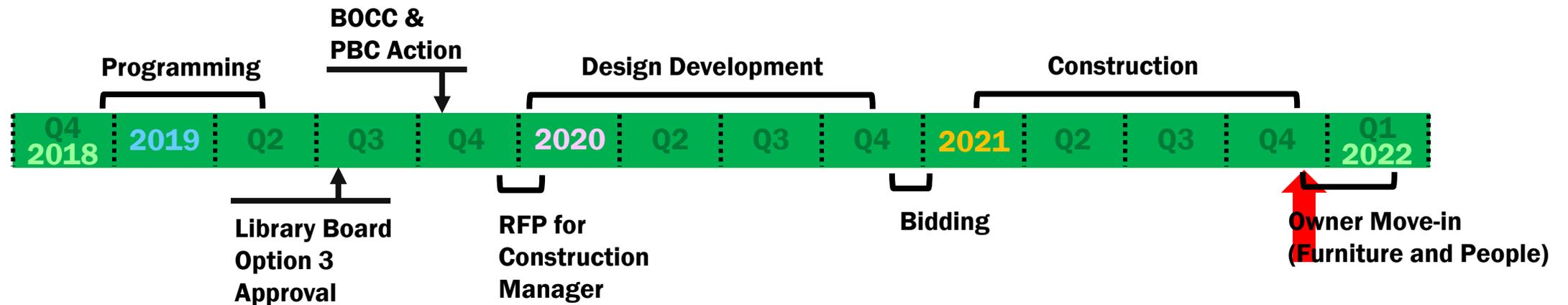


Next Steps

- **December:** Collection work continues, IT work continues, furniture continues, equipment moving begins
- **January:** IT work continues, training begins, Phase 1 staff prepare to return
- **February:** Phase 1 staff return, partition removal, transition back to Big Central
- **March and after:** Phases 2 and 3 staff return



Central Building Upgrade, Part 2: Anticipated Timeline



CBU2 Moves Project

December 2021



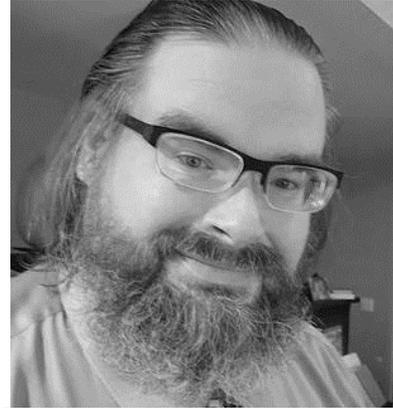
Our Team



Nate Hohl
Branch Services



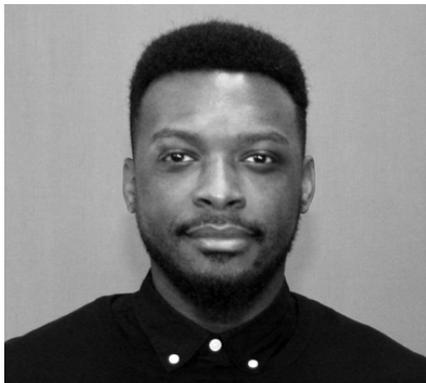
Josh Adkins
Finance



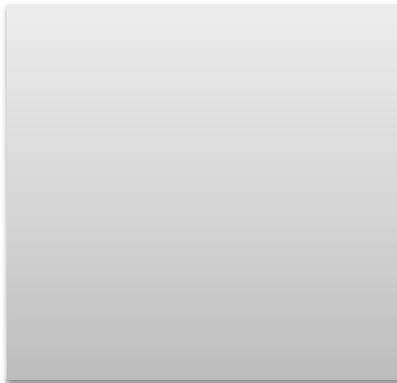
Chris Carleton
IT



Rose Crane
Technical Services



Jamal Lang
Systemwide Services



Tina Pederson
Finance



Jennifer Taylor
CX-Communications



Dev Tillotson
Branch Services



Move-out Challenges and Solutions

- Different staff have different needs
- Where will everyone work?
- Where will items be stored?
- Mail?



Move-In Challenges

- Getting things in the right places
- Dependencies on the other CBU2 Project Teams



Moving Toward Completion

- Developed systems to ensure items move back to the correct places
- Coordination with the other CBU2 Project Teams
- Three-phase approach
- Focus on returning necessary staff to open Central Resource Library ASAP



Antioch Library Replacement Project

Update – December 2021



Updates

- Design update
- Public Engagement update



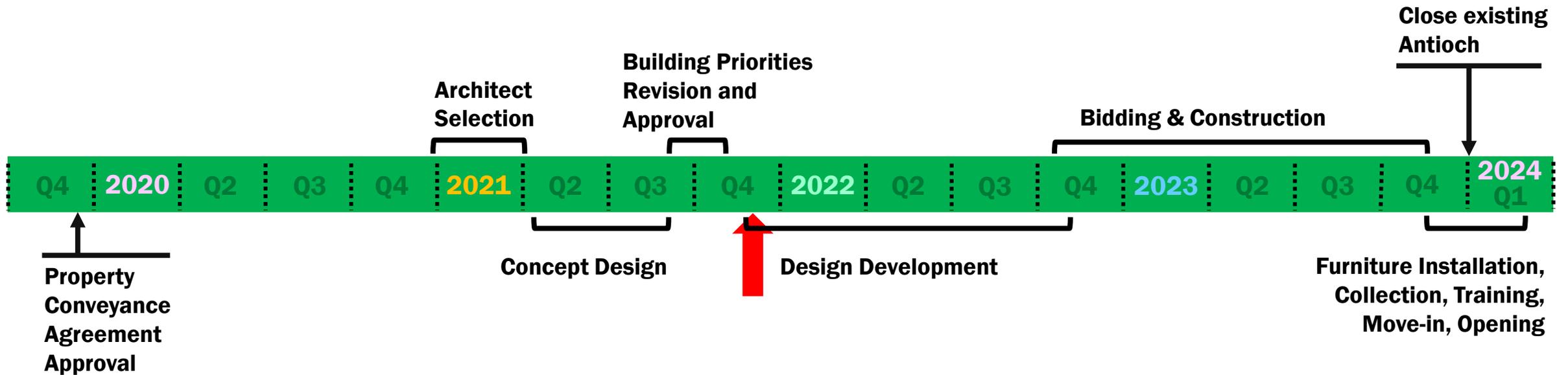
Next Steps

- Design continues
- Site Plan to City of Merriam
- Property Transfer



Antioch Replacement:

Anticipated Project Timeline



DeSoto, Spring Hill, and Edgerton Renewal Study

Update – December 2021



Updates

- Study scope
- Next steps
- Timeline



Study Scope

- Collect community input
- Analyze existing building conditions
- Conceptual design options
- Budget for Conceptual design options



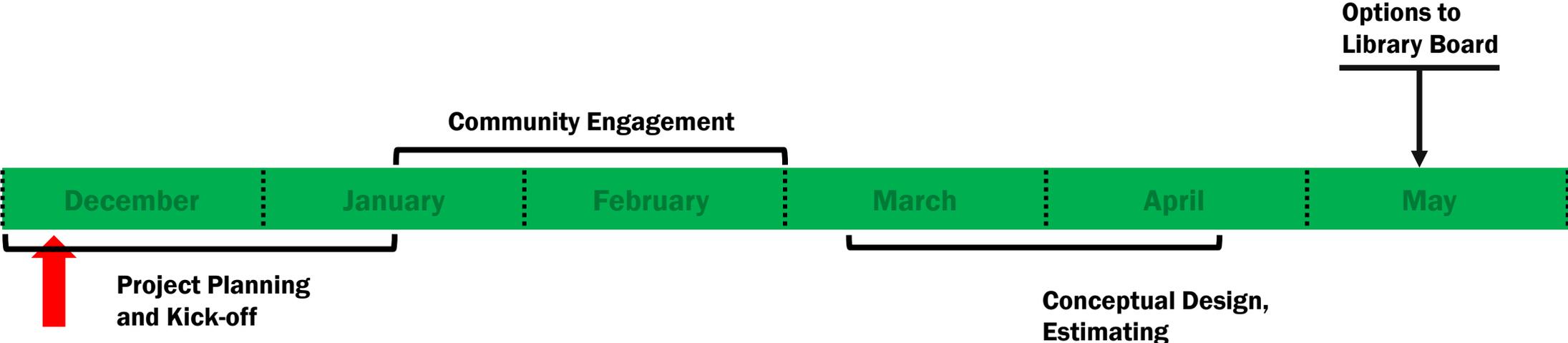
Next Steps

- Plan, conduct community engagement



DeSoto, Spring Hill, and Edgerton Renewal Study

Anticipated Project Timeline

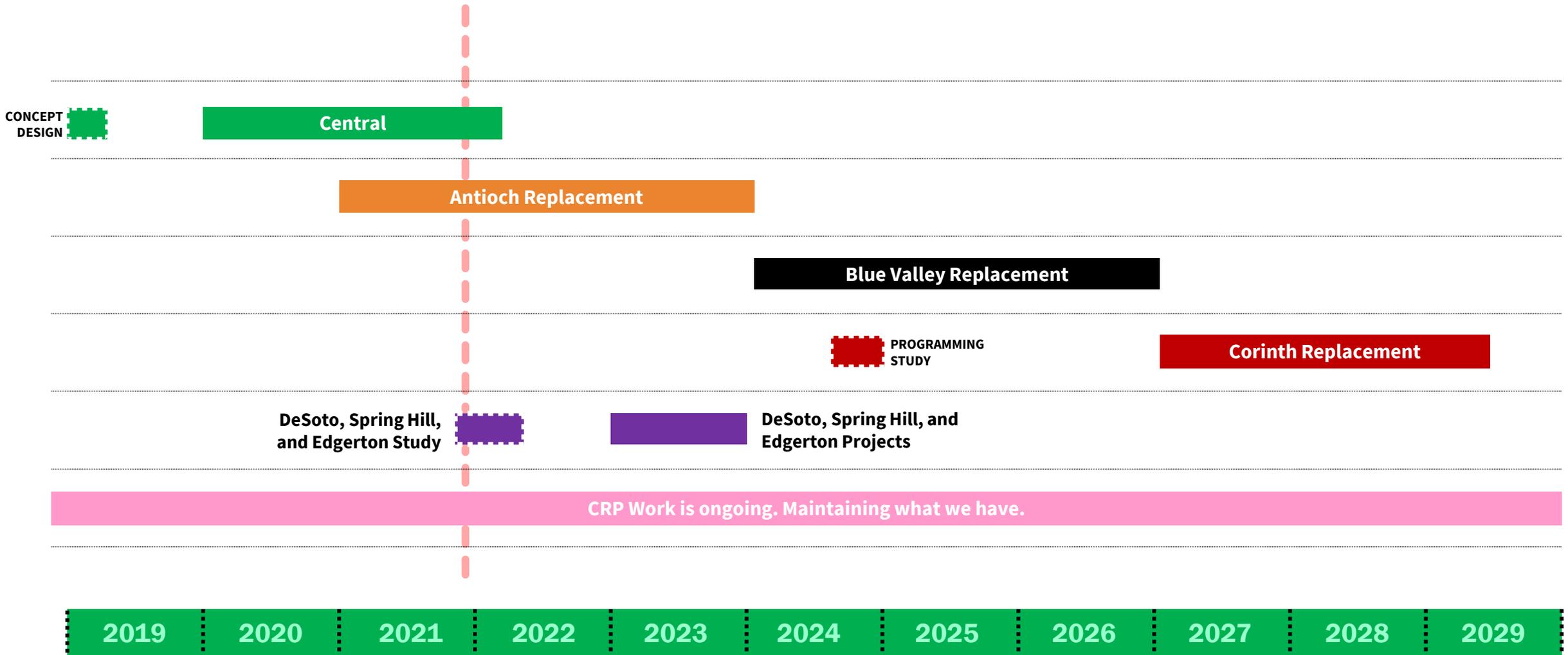


Capital Improvement Projects Timeline Summary

Update – December 2021



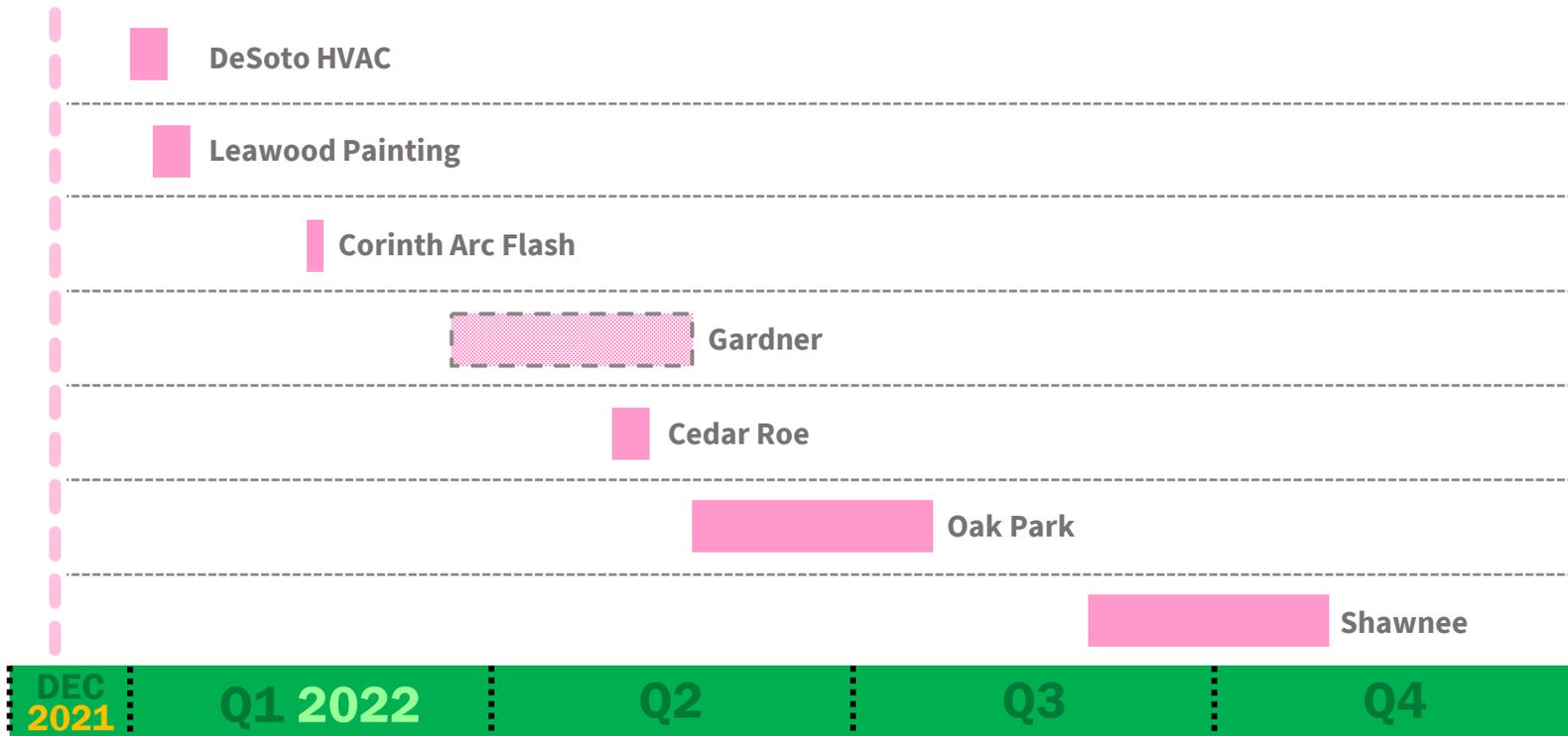
Capital Improvement Projects: Anticipated Timeline



This visual is shown as an illustration with anticipated dates and may change.



Capital Replacement Program (CRP): Anticipated Branch Closures



This visual is shown as an illustration with anticipated dates and may change.

DETAILS:

- **DeSoto***. HVAC work, anticipated to occur in early January (up to 1 week closure)
- **Leawood Pioneer***. Wall patching and painting work. (up to 1 week closure)
- **Corinth**. Electrical work is anticipated to occur between December and February. (up to 3 day closure)
- **Gardner***. Roofing, Electrical, Plumbing. If supply chain issues, would push to end of year.
- **Cedar Roe***. Elevator, Doors, Paving, Signage
- **Oak Park***. HVAC, Roofing, Restrooms, Mechanical, Service desk
- **Shawnee***. HVAC, Electrical, Windows, Shelving Replacement

**Pending Board approval*



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

November 10, 2021

Monticello Library

4:00 p.m.

BOARD: Bethany Griffith, David Sims, Kelly Kilgore, Brandy Butcher, Mitra Templin (via Zoom)

ABSENT: Ali Seeling

BOARD ATTORNEY: Fred Logan and Andrew Logan

BOCC: Commissioner Hanzlick was not present for this meeting.

STAFF: Elissa Andre, Sean Casserley, Laura Hunt, Patti Kangethe, Stephanie Stollsteimer, Tricia Suellentrop, David Vratny, Adam Wathen, Steph Neu, Lacie Griffin, Tad Tidwell, Christopher Leitch, Scott Sime, Michelle Beesley

GUESTS: none

Board Chair Bethany Griffith called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS: No comments.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Board Chair Bethany Griffith shared that this meeting is being held on Wednesday due to Veterans Day holiday.

DEVELOPMENT DEPARTMENT

FRIENDS OF THE LIBRARY:

Christopher Leitch, Community Relations Coordinator, presented on behalf of the Friends of the Library. Their written report is included in the November Library Board Report.

Book Donation Drop-off Events

Mr. Leitch shared that the book donation drop-off events will be happening indefinitely, weather permitting. These drop-off events happen Saturdays between 10 am and noon.

Annual Meeting

Mr. Leitch shared that the board held the annual meeting November 9th, adopted the 2022 budget and welcomed a new slate of officers: Chris Meier as President, Shana Eiklenborg as President-elect, Vicki Denk as Treasurer and Diane Carlisle as Secretary.

Strategic Plan Review

Mr. Leitch shared that the Friends would meet on November 14th to review the progress on the current Strategic Plan. It is important to measure accomplishments and progress, we have achieved quite a bit through advocacy and fundraising on behalf of Johnson County Library. This review is to make sure we're taking the right steps moving forward.

Remind to all our listeners to join or renew your Friends of Johnson County Library membership at <https://www.friendsofjcl.org/page/join>

JOHNSON COUNTY LIBRARY FOUNDATION:

Stephanie Stollsteimer, Development/Foundation Director, presented on behalf of the Johnson County Library Foundation. The written report is included in the November 2021 Library Board Report.

Library Lets Loose Fundraising Event Goes Virtual, final wrap-up a

There was wonderful coverage of Library Lets Loose fundraiser in the Independent Magazine, October 30th issue. Check the website (www.jocolibraryfoundation.org/) to see final list of sponsors and wonderful video clips featured online.

Annual Appeal 2021

Ms. Stollsteimer shared that the Foundation has begun their year-end appeal and the theme is “Making a Difference for 25 years.” We are excited to celebrate this 25th anniversary with this campaign. Don’t forget, Giving Tuesday is November 30th.

November Board Meeting 2021

Ms. Stollsteimer shared that the November and Year End board meeting will be next week. Many thanks go to 2021 president, Chris Anderson, and 2022 incoming president, Ava Christie. Volunteer leadership is remarkable, and they go above and beyond to support the Library.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick was unable to attend.

Chairperson Bethany Griffith shared that she has been reading “The Lies of Locke Lamora” by Scott Lynch.

BOARD COUNSEL REPORT

Mr. Fred Logan shared that a Memorandum of Understanding (MOU) is a contract or an agreement. In the context of the Library, an MOU is less formal than a full-blown contract. Typically, a MOU aligns tasks and assignment of responsibilities, opposed to schedule or construction or payment of money. A MOU is used with relationships that we have with other departments within the County, like Facilities. You will see an impressive number of MOUs next month for review and renewal.

COUNTY LIBRARIAN REPORT

Amendment to the Board Retreat Minutes; on page 5.

Mr. Casserley, County Librarian, presented an amendment to the Board Retreat Minutes; on page 5 reference to clerks are being phased out should have referenced page positions are being phased out. Update clerks to pages.

Motion: Mr. David Sims moved that the Board Retreat Minutes be corrected as Mr. Casserley stated.

Second: Ms. Kelly Kilgore seconded this motion.

Motion was approved unanimously.

Finance Report

Dave Vratny, Finance Director, presented the financial report to the board, this report is included in the November Board Report.

September 2021 Library Budget Update

Mr. Vratny shared total Revenue Report, as so the end of September 2021. We are about 75% through fiscal year and we have collected a little over \$40.15 million in revenues which is around the 96th percentile for the total expected revenues for this year. Our expense for all funds, we have spent just under \$30 million, which is about 72% off the budget, so our expenses are tracking a little lower than where we would expect to be, showing that we should have some savings at year-end.

Trends in Collection Use Statistics

Adam Wathen, Assistant Director for Systemwide Services, presented on the Core Operations Statistics through September 2021. This included collection circulation, broken into formats, then broken out by audience. This report is included in the November Board Report.

Board Chair Bethany Griffith asked if encyclopedias are part of the non-fiction collection. Mr. Wathen confirmed that we do have reference materials available in all age groups.

Mr. Wathen then discussed collection and circulation broken out by audiences; easy readers refer to early literacy and kids under 6 years old, juvenile includes those children 6 to 12 years old, teens include 13 to 18 years old, and adults is anyone over 18 years old. The percent of the collection per audience is majority adult, whereas percentage of circulation per audience is broken up more evenly between adult and easy readers. This can be explained by parents that checkout multiple books each visit for easy readers and make more frequent trips to the library, whereas many adults library visit schedule match the 3-week loan period.

Mr. Wathen shared collection circulation over time for a/v, fiction, and non-fiction. Fiction and non-fiction circulation is bouncing back from the pandemic 2020 levels, but a/v is not and is pacing lower than 2020. Both book and a/v market have been affected by the pandemic and supply chain issues, but a/v market is taking a larger hit. We are seeing an increase in content that is delivered direct to consumer via streaming and multiple items are being produced exclusively for streaming services, these items are not produced on DVD or audio CD and are not available to the library. We have been watching this trend for many years, but this is the first time we've see an indicator of lower circulation multiple years running.

Mr. Wathen shared the collection size compared to circulation, showing how many times the items are being checked out, reviewed for adult, a/v, and kids.

Ms. Templin asked if this information is used to determine if a book is not being checked out and should be pulled?

Mr. Wathen shared that the collection development team is very data driven but they do not have the ability to look at each individual title, so they use the data. They have large spreadsheets and sort by the copies that are not circulating well versus those that we have too many copies on the shelf.

iCurate inClusive

Adam Wathen, Assistant Director for Systemwide Services, presented on a study from Ingram, this was a onetime collection diversity audit, iCurate inClusive. Johnson County Library meets the Public library average standard of about 14% of the collection including diverse book titles. This report is included in the November Board Report.

Board Chair Ms. Griffith asked if the meaning of Diverse for this report could be defined.

Mr. Wathen clarified that 'Diverse titles' were broken down into categories and reviewed those specific categories.

Board Chair Ms. Griffith asked how Ingram is deciding this information, and if it is based on a database of books that are categorized then compared to our collection to determine if it includes those database categories.

Mr. Wathen shared that book vendors translate what publishers are creating into library database worthy data, adding subject heading, call numbers, and some of these categories. When we buy those books from them, we receive that meta-data from them.

Mr. Wathen shared that Johnson County Library is excited to see that we are in-line with Ingram standards. With this base data the Collection Development department has put together action items to focus on for the next two years, including an emphasis on Black and Indigenous interest titles. This department uses various methods to assess materials. Assessing the collection happens every 2-5 years and compares this information with our community data that we received from AIMS.

Ms. Griffith asked if the data is across the collection as a whole or is it focused on a certain audience.

Mr. Wathen shared that the data is deep enough to see where there may be a deficit, targeting specific collections.

Mr. Sims shared a note of "Good job!" as he is glad that the library is looking at this information and this looks like the appropriate pace of assessment.

COMPREHENSIVE LIBRARY MASTER PLAN

Central Staff Space Consolidation (CSSC)

Scott Sime, Project Coordinator, shared an update on Central, Antioch and overall project timeline. This report is included in the November Board Report.

Mr. Sime shared the usage updates for Little Central. Exterior work at Central is nearly complete, main interior work is complete and contractor is working on punch list items and installing furniture, fixtures, and equipment (FFE). The library received temporary certificate of occupancy (TCO) earlier this month, this means we can occupy the building again. As we transitioning to move-in we will have less construction photos to share.

Anticipated Opening Date: Tuesday 2/22/22

A soft opening concept is recommended, like what was used with Lenexa. There will be one more closure in a coming month, this will be to remove the partitions between Little Central and the rest of the building.

Mr. Casserley and Mr. Logan discussed a need for a vote to approve the opening date. Determined this can happen at this time.

Motion: Mr. David Sims moves to follow Mr. Sime's recommendation to open Central Resource Library on February 2nd, 2022.

Second: Ms. Kelly Kilgore seconds this motion.

Motion was approved unanimously.

Mr. Sime shared the next steps, timelines, and photos for the current construction at Central Resource Library.

Communication:

Laura Hunt, Internal Communication Manager, presented to the Library Board on communication for the Central Building Upgrade, Part 2. This report is included in the November Board Report.

Ms. Hunt reviewed the communications that have been produced and shared. Starting with staff communication, including emails and internal websites. Patron communication has included blog posts, construction FAQs, emails and signage. Photos that are shared with the board are then shared with staff and on social media.

Ms. Hunt reviewed the next steps including the opportunity to incorporate storytelling from some of the project teams.

Antioch Replacement Project / Antioch Design Update

Scott Sime, Project Coordinator, presented an update for the Antioch Replacement Project to the Library Board. This report is included in the November Board Report.

Last month we had paused the architect while we confirm the building priorities, we are concluding this work and look forward to getting back to the design. We have been working on the 3rd public engagement session, this will be like a self-driving webinar. When we have a launch date for the 3rd public engagement session, we will bring that back to the Board. Mr. Sime reviewed the next steps and timeline for this project.

CIP and CRP timeline

Mr. Sime shared the overall CIP timeline, including the update to the Antioch Replacement timeline. He also shared the CRP timeline, and that the Corinth project has had another delay due to a shipping delay.

Mr. Sime shared the 2022 Capital Replacement Program Forecast, with anticipated work on Gardner, Oak Park, Shawnee, and Cedar Roe. Those closures will be staggered, and facilities maintenance will continue to work on the other branches as well.

Security

Michele Beesley, IT Manager, reported on CyberSecurity. This report is included in the November Board Report.

Ms. Beesley reviewed how cyber security is a part of our strategic priorities. She then shared how the library approaches cyber security, we anticipate, educate, detection, reaction and are resilient. This is ongoing and reoccurring work. Current initiatives include adding a new position, continuing training, and monitoring.

Tad Twidwell, Physical Security Specialist, reported on Physical Security. This report is included in the November Board Report.

Mr. Twidwell shared that physical security includes access controls, monitoring, and alarms. The library looks to provide defense in depth with; deter, detect, delay and response. Current initiatives include updating and reviewing current physical security features, assessing training needs and having a new physical security system at Central Resource Library.

Mr. Casserley shared that the library has been seeing a slight uptick in incidents at library branches and Tad will be helping us analyze and understand what we can do to address this. Believe this has to do with social and mental stress.

New Library Card Campaign

Elissa Andre, External Communication Manager, presented an update for the new library card campaign to the Library Board. This report is included in the November Board Report.

Ms. Andre shared that customer research showed that choice and personalization is very big right now. The red and blue cards were debuted in 2020 and the black card will debut next week. The black cards are customizable, desk staff will have metallic sharpies and stickers to personalize their card.

Ms. Andre shared that the library developed postcards with Reactor, these drive patrons to new e-library page to explore or get signed up for a library card. The e-library page on the website has been revamped and just launched a couple weeks ago. The new campaign will run for the next year with audio spots on various platforms. The library is working on developing a Spanish language page as well.

Ms. Kilgore asked if we know what the percent of the population in our county does not have a library card.

Ms. Andre shared that we know that we have about 200,000 resident card holders and a recent survey showed that about 25% of those users are heavy users.

Mr. Casserley shared that the library cleans up our database for the library card users every three years, this can make the percentage of users lower. This also allows the library to identify those that are not active users and reactivate or invite them back.

Budget Committee Update:

Dave Vratny, Finance Director, shared an update of what has been discussed at the Budget Committee meetings.

At the November committee meeting Mr. Vratny reviewed our current economic situation and concerns, the current 2022 to 2026 Capital Plan, as well as budget principles and how those could affect the library from

revenue and expenses. Mr. Vratny confirmed that the committee will have another meeting in January and plan to bring 2023 budget requests for approval in the spring.

UPDATES – Sean Casserley, County Librarian

Mr. Casserley shared information regarding the partnership with Election’s office.

In 2021 the Johnson County Library hosted polling places at Blue Valley, Corinth, Monticello and Oak Park branches on election day, with the Monticello branch open as an early voting site. Ballot boxes were available at Blue Valley, Central, DeSoto, Shawnee, Gardner, Spring Hill, giving 24/7 access to drop off locations. This year 4,222 library patrons accessed the Blue Valley and Shawnee Mission Post through the website between September 1st and November 2nd. Mr. Casserley shared a couple stories from staff about new library cards being issued, visitors enjoying the space and staff assisting residents during their visits to vote. Johnson County Library will continue to support voters in elections during 2022 elections by our polling places, ballot drop boxes and through our Civic 101 programming.

CONSENT AGENDA

Action Items

Minutes of the October 14, 2021 Regular Library Board meeting.

Amended minutes of the October 27, 2021 Library Board Retreat meeting.

Motion: Ms. Brandy Butcher moved that the Library Board of Directors approve the consent agenda.

Second: Ms. Mitra Templin seconded this motion.

Motion was approved unanimously.

NEW BUSINESS

A. Action Item: Consideration to move remaining funding from Monticello project into the Antioch project.

Motion: Mr. David Sims moved to approve the transfers of \$901,084.49 out of the Monticello Library Project Account and \$3,042,956 out of the Comprehensive Library Master Account (CLMP) Project Holding Project Account (transfers totaling \$3,944,040.49) into the Antioch Replacement Project Account.

Second: Ms. Kelly Kilgore seconded this motion.

Motion was approved unanimously

B. Action Item: Consideration of closing Corinth for ARC Flash work.

Motion: Ms. Kelly Kilgore moved to approve the temporary closure of the Corinth Library for up to three days during December-February to complete electrical Arc Flash work.

Second: Ms. Brandy Butcher seconded this motion.

Motion was approved unanimously.

EXECUTIVE SESSION

Motion: Mr. David Sims moved that pursuant to K.S.A. 75-4319((b)(1), that the Board of Directors of the Johnson County Library recess into executive session for a period of 30 minutes to discuss personnel matters of non-elected personnel. The subject of the discussion during the executive session will be the performance appraisal of the County Librarian.

Those attending the executive session shall include members of the Board of Directors of the Johnson County Library and County Librarian Sean Casserley.

Second: Ms. Kelly Kilgore seconded this motion.

Motion was approved unanimously – 5:09 pm

5:39 returned from Executive Session.

Motion: David Simms moved, as Chair of the Annual Appraisal Committee, we completed the appraisal and voted to give the County Librarian a 4% merit raise.

Second: Ms. Kelly Kilgore seconded this motion.

Motion was approved unanimously.

ADJOURNMENT

Motion: Ms. Brandy Butcher moved to adjourn the meeting.

Second: Ms. Kelly Kilgore seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:40 p.m.

SECRETARY _____
David Sims

CHAIR _____
Bethany Griffith

SIGNED _____
Sean Casserley

Briefing Sheet

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 9, 2021
Re: **Annual renewal of Memoranda of Understanding (MOUs)**

Issue: The Johnson County Library Board of Directors annually reviews memoranda of understanding the Library holds with partner organizations.

Background:

The purpose of memoranda of understanding is to clearly define how the Library and partner organizations will work together to provide programs and services.

Analysis:

The MOUs included in the consent agenda represent successful agreements that have been in place for multiple years. No significant changes have been made to the following MOUs renewing for 2022:

- AARP
- The Arts Asylum
- BikeWalk KC
- City of Leawood
- City of Lenexa
- City of Overland Park
- Department of Corrections
- Inter Urban Art House
- Johnson County Community College Adult Education
- Johnson County Library Foundation
- Johnson County Payroll Department
- Kansas City Artists Coalition
- Overland Park Community Garden

Alternatives:

The Library Board of Directors can request to remove an MOU from the consent agenda for further discussion.

Attachment(s): MOUs between Johnson County Library and the listed partner organizations

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

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

Tax Year 2021 (February 1 – April 15, 2022)

Training:

- Johnson County Library (JCL) will provide meeting space, ~~if needed,~~ for the training of KS Tax-Aide (AARP) volunteers at the Oak Park Library in the Large Meeting Room. This training will take place primarily in December of 2021 and January of 2022.

Tax Preparation:

- Johnson County Library will provide one room, the Large Meeting Room (capacity of 60), at the Oak Park Library (9500 Bluejacket Street, Overland Park). The room will be used exclusively by the AARP volunteers from January 3rd, 2022 until April 19th, 2022.
- JCL will furnish an internet connection, wire or wireless, to which an AARP router can be connected.
- AARP will provide services by appointment only at the Oak Park Library.
- AARP will provide all the hardware and software needed to prepare taxes.
- AARP will provide all the safety and personal protective equipment (e.g. masks, hand sanitizer and anti-bacterial wipes) required by AARP to keep the volunteers and clients safe.
- JCL will provide key card access for volunteers to the Oak Park Library, as well as tables and chairs.

Communication:

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

End of Year Celebration:

- If AARP KS Tax-Aide decides to hold a celebration at the end of the tax season, JCL will provide the Oak Park Large Meeting Room with chairs and tables to hold the AARP Tax-Aide celebration from tentatively scheduled for April 19th, from 12:00 – 5:00 pm. AARP will provide any laptop needed, treats and consumables used for the event. JCL staff will reserve the room and set up the A-V technology.

Eugene Meiners, District 27 Coordinator
gmeiners13@yahoo.com
AARP Tax Aide Representative

Sean Casserley, County Librarian
[Johnson County Library](#)

Date

Date

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

This MOU is intended to document the relationship between the Johnson County Library System and The Arts Asylum. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2021 and future contingencies that may remain in effect through early 2022, all or part of the following agreement components will be postponed until further notice.)**

The Arts Asylum Annex Gallery at Antioch Library January 2022 – December 2022

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at Antioch Library for The Arts Asylum (TAA) to display works of art by their resident artists.

Exhibitions:

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

Communication:

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

Program/Training:

- TAA will work with JCL on any Exhibition-related program
- TAA will work with JCL on any training and/or professional development for staff needed for each exhibition.

Korey Childs, Artistic Director

Sean Casserley, County Librarian

The Arts Asylum Representative

County Librarian

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

This MOU is intended to document the relationship between the Johnson County Library (JCL) and BikeWalkKC in support of our mutual efforts to provide access to ideas, information, experiences and materials that support and enrich people's lives and to improve the health and well-being of the Johnson County library patrons. Specifically, this MOU highlights the 2022 bicycle educational program offerings.

Johnson County Library Responsibilities
<ul style="list-style-type: none">● Provide space for bicycle education classes at the Central Resource Library or online if necessary● Promotion of programming● Provide sponsorship fee of \$200/class
BikeWalkKC Responsibilities
<ul style="list-style-type: none">● Host monthly bike programs either in front of the Fix-It Stand at the Central Resource Library or host the program as an online workshop.<ul style="list-style-type: none">○ Topics: Maintain Your Ride, Confident City Cycling, Cold Weather Commuting and related informational sessions● Provide instructors, equipment and curriculum for education classes● Provide language and marketing material for promotion● Manage registration and communication with attendees● Provide invoices for classes hosted
Total Sponsorship Value: \$200/class

About BikeWalkKC

BikeWalkKC is a leader in improving walking and bicycling in greater Kansas City. Our educational, professional development, and consulting services empower citizens, communities, and professionals for excellence in advocating, planning, and engineering for better walking and bicycling. We are the region's only nonprofit cycling/pedestrian advocacy group, established in 2010. For more information, please visit www.bikewalkkc.org.

BikeWalkKC is a qualified 501(c)3 nonprofit organization.

Laura Steele
Director of Education,
BikeWalkKC

Sean Casserley
County Librarian,
Johnson County Library

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE JOHNSON COUNTY LIBRARY AND THE CITY OF LEAWOOD, KANSAS.

This MOU is intended to document the relationship between the Johnson County Library and the City of Leawood (hereinafter referred to as “The City”) regarding Walk and Read events (W&R).

Walk and Read

January 1, 2022- December 31, 2022

Event Space:

- The City will provide walking trails where Walk and Read (W&R) events will take place.

Event Responsibilities:

- The City will provide at least one staff member to help a Johnson County Library (JCL) staff member set up the event.
- JCL will provide the metal sign holders and storyboards.
- The City will periodically check on the signs during the event.
- If signs are damaged during an event beyond The City's staff member's ability to fix, The City staff member will contact the designated JCL staff member to come fix said damage.
- The City will take down signs on the day after the event's end and deliver them to the Cedar Roe library branch: 5120 Cedar St. Roeland Park, KS 66205.

Communication:

- The City will coordinate with JCL to schedule an event location and running dates (approximately 10 days long).
- JCL will provide Program Specifics Agreement Document to the City after both parties have agreed on scheduling. This document will include, but is not limited to, exact location, dates, book titles and if a Summer Reading event will be included.
- JCL will promote W&R events on their website, in JCL's public program publication, “The Guide” and in their social media promotions as needed.
- The City will cross-promote W&R events on their website, social media platforms, etc. as needed.

The City of Leawood

Johnson County Library

By: _____
City Administrator

By: _____
Sean Casserley, County Librarian

Title:

Memorandum of Understanding (MOU) between the Johnson County Library and City of Lenexa, Kansas.

This MOU is intended to document the relationship between the Johnson County Library and the City of City (hereinafter referred to as “City”) regarding Walk and Read events (W&R).

Walk and Read

January 1, 2022- December 31, 2022

Event Space:

- The City will provide walking trails where Walk and Read (W&R) events will take place.

Event Responsibilities:

- The City will provide at least one staff member to help a Johnson County Library (JCL) staff member set up the event.
- JCL will provide the metal sign holders and storyboards.
- The City will periodically check on the signs during the event.
- If signs are damaged during an event beyond a City staff member’s ability to fix, a City staff member will contact the designated JCL staff member to come fix said damage.
- The City will take down signs on the day after the event’s end and deliver them to the Cedar Roe library branch: 5120 Cedar St. Roeland Park, KS 66205.
- If Summer Reading programs are going on at the Walk and Read events, JCL staff will set up, man, and take down all Summer Reading supplies.

Communication:

- The City will coordinate with JCL to schedule an event location and running dates (approximately 10 days long).
- JCL will provide Program Specifics Agreement Document to the City after both parties have agreed on scheduling. This document will include, but is not limited to, exact location, dates, book titles and if a Summer Reading event will be included.
- JCL will promote W&R events on their website, in JCL’s public program publication, “The Guide” and in their social media promotions as needed.
- The City will cross-promote W&R events on their website, social media platforms, etc. as needed.

City of Lenexa

Johnson County Library

By: _____
Logan Wagler, Lenexa Parks & Recreation Director

By: _____
Sean Casserley, County Librarian

Memorandum of Understanding (MOU) between the Johnson County Library and City of Overland Park, Kansas.

This MOU is intended to document the relationship between the Johnson County Library and the City of Overland Park (hereinafter referred to as “City”) regarding Walk and Read events (W&R).

Walk and Read

January 1, 2022- December 31, 2022

Event Space:

- The City will provide walking trails where Walk and Read (W&R) events will take place.

Event Responsibilities:

- The City will provide at least one staff member to help a Johnson County Library (JCL) staff member set up the event.
- JCL will provide the metal sign holders and storyboards. JCL shall adhere to all applicable copyright, trademark, licensing or other intellectual property laws and requirements; and JCL agrees to indemnify, defend and hold the City harmless from any claim, cause of action or damage of any kind whatsoever related to or derived from the same, whether directly or indirectly.
- The City will periodically check on the signs during the event.
- JCL acknowledges that vandalism, theft or other damage of the sign holders or storyboards may occur during the event and JCL agrees not to hold the City responsible but to hold the City harmless for any vandalism, theft or other damage of the sign holders or storyboards that occurs.
- If signs are damaged during an event beyond a City staff member’s ability to fix, a City staff member will contact the designated JCL staff member to come fix said damage.
- The City will take down signs on the day after the event’s end and deliver them to the Cedar Roe library branch: 5120 Cedar St. Roeland Park, KS 66205.
- If Summer Reading programs are going on at the Walk and Read events, JCL staff will set up, man, and take down all Summer Reading supplies.

Communication:

- The City will coordinate with JCL to schedule an event location and running dates (approximately 10 days long).
- JCL will provide Program Specifics Agreement Document to the City after both parties have agreed on scheduling. This document will include, but is not limited to, exact location, dates, book titles and if a Summer Reading event will be included.
- JCL will promote W&R events on their website, in JCL’s public program publication, “The Guide” and in their social media promotions as needed.
- The City will cross-promote W&R events on their website, social media platforms, etc. as needed.

- Either JCL or the City may terminate this MOU or any Program Specifics Agreement at any time at its convenience by giving the other party written notice.
- The written terms of this MOU supersede all prior statements of the parties. Changes to this MOU may only be made in writing.

City of Overland Park

Johnson County Library

By: _____
Title: Director, Parks & Recreation

By: _____
Sean Casserley, County Librarian

ATTEST

Elizabeth Kelley
City Clerk

APPROVED AS TO FORM

Trevor Stiles
Assistant City Attorney, Sr

MEMORANDUM OF AGREEMENT

TIDS MEMORADUM OF AGREEMENT ("MOA"), made in Olathe, Johnson County, Kansas, and entered into this 1st day of January 2022 (the "Effective Date"), by and between the Johnson County, Kansas Department of Corrections (hereinafter "Corrections"), and the Johnson County Library, with offices located at 9875 W 87th Street, Overland Park, KS 66212 (hereinafter "Provider"), each hereinafter "Party", or collectively "Parties".

WITNESSETH:

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

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

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

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

ARTICLE I

Purpose

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

ARTICLE II

Nature and Scope of Services

2.1 Nature of Services. Provider shall, at all times, faithfully, diligently, earnestly and industriously, and to the best of the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide Corrections with the highest level of quality of Services in an expeditious and professional manner, consistent with the purpose and requirements of this MOA, and Corrections' interests, goals, and objectives.

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

ARTICLE III

Term

3.1 *Term.* The term of this MOA shall commence with the Effective Date hereof and shall remain in full force and effect until December 31, 2022, or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

ARTICLE IV

Coordination of Services Provided

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

ARTICLE V

Liability

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

ARTICLE VI

Assignment and Subcontracting

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

obligations under the terms of this MOA.

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

ARTICLE VII
Agreement Status

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

ARTICLE VIII
Amendment

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

ARTICLE IX
Notices

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

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

Provider: Johnson County Library
 9875 W 87th Street
 Overland Park, KS 66212

ARTICLE X
Waiver of Breach

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

ARTICLE XI
Governing Law; Venue

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

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

ARTICLE XII
General Provisions

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

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

12.3 *Change in Laws; Adverse Determination.* Corrections and Provider recognize that this MOA is subject, at all times, to applicable state, local and federal laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and amendments thereto, if applicable, and to the extent HIPAA may apply

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

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

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

12.6 *Further Assurances.* The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effectuate the purposes and requirements of this MOA and carry out its provisions.

12.7 *Section Headings.* Section and other headings in this MOA are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

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

ARTICLE XIII
Severability

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

ARTICLE XIV
Entire Agreement

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

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

Provider

Corrections

By:

By:

Printed Name

Printed Name

Title

Title

EXHIBIT A

[Scope, location(. 'ii), Protocols]

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

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

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

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

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

Collection Procedure

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

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

This MOU is intended to document the relationship between the Johnson County Library System and InterUrban ArtHouse. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2021 and future contingencies that may remain in effect through early 2022, all or part of the following agreement components will be postponed until further notice.)**

**InterUrban ArtHouse Gallery at Leawood Pioneer Library
January 2022 – December 2022**

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at Leawood Pioneer Library for InterUrban ArtHouse (IUAH) to display works of art by their resident artists and partnerships.

Exhibitions:

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

Communication:

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

Program/Training:

- JCL will work with IUAH for any Exhibition-related program
- IUAH will work with JCL on any training and/or professional development for staff needed for each exhibition.

Angi Hejduk, Chief Executive Officer

Sean Casserley, County Librarian

InterUrban ArtHouse Representative

County Librarian

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

THIS AGREEMENT is made and entered into for the year 2022 between the JOHNSON COUNTY COMMUNITY COLLEGE, OVERLAND PARK, KANSAS, hereinafter referred to as JCCC or the College, and Johnson County Library, Kansas, hereinafter is referred to as the Library.

WHEREAS the 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, have other basic skill deficiencies, or have not received a high school diploma, and

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

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

WHEREAS the parties have since September 3, 1985 operated JCAE study centers at various Library locations.

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 centers.
 - c. Recruit, train and supervise volunteers for JCAE and the above Library literacy centers.
 - d. Promote JCAE library centers and use the Library in general.
 - e. Select appropriate training materials for volunteers and participants.
 - 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 and 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 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 special needs of adult learners. Library staff will be available to orient JCAE students to library services and give guidance on appropriate reading materials.
 - e. Disseminate information about JCAE.

- f. Provide, maintain, and support personal computer (PC) workstations, 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

Elisa Waldman
 VP Workforce Development and Continuing Education

Date: _____

JOHNSON COUNTY LIBRARY

Bethany Griffith
 Chair, Library Board of Directors

Date: _____

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of _____, 2022 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 or at an alternative Library location mutually agreeable to the parties. 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.

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 its Invested Funds (hereinafter defined) to the Library for collection development equal to at least 3.75% of the corpus of the Invested Funds, 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. As used herein, the term "Invested Funds" shall mean the Foundation's endowment fund restricted to supporting the Library collection and any other Foundation funds which are designated as "Invested Funds" by the Foundation board.

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: _____
Bethany Griffith, Chair

By: _____
Ava Christie, President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective the 1st day of January 2022, continues the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Department of Financial Management and Administration.

RECITALS

A. The Johnson County Library (the Library) owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225. It has over 380 staff positions to provide award-winning library services.

B. The Johnson County Department of Financial Management and Administration is responsible for providing payroll services to Johnson County's departments, agencies, and offices and possesses expertise in best practices and compliance with applicable laws. Staff members of Financial Management and Administration are noted for their commitment to professionalism and high-quality service.

C. Prior to December 2019, the Library's payroll function had been handled by an internal staff person. The departure of that staff and the lack of sufficient Library resources to handle the payroll function resulted in a temporary arrangement with Financial Management Administration assisting the Library in the provision of payroll services. This arrangement has provided for greater accuracy and efficiency of the payroll function.

F. The Library and Financial Management and Administration now, through this MOU, intend to extend their current collaboration to achieve long-term efficiencies and to allow the Library to focus its attention on Library services by transfer of the Library's current vacant payroll position to Financial Management and Administration along with the necessary financial resources to support such position.

The parties accordingly agree to the terms set forth below.

TERMS OF UNDERSTANDING

1. The Recitals set forth above are incorporated by reference in these Terms.
2. Financial Management and Administration shall provide all of the required, standard payroll services to the Library, and the Library agrees to utilize those services, including, but not

limited to, final review, processing, posting, charging, and adjustments to payroll. Financial Management and Administration staff shall be responsible for Oracle Time Management (OTM) including the data pulled from OTM to the payroll module for payroll processing. Financial Management and Administration shall also be responsible for all of the Labor Distribution (LD) entries along with any LD adjustments that might be necessary for Library positions. The Library shall remain responsible for time entry, review of time entries, and approval of that time for each payroll.

3. The Library also agrees to fully fund this position as a 1.00 FTE in recognition of the fact that the quantity and quality of the work warrants a fulltime position. Financial Management and Administration shall utilize that position to provide payroll services dedicated to the Library.
 - a. "Payroll Services Dedicated to the Library," for purposes of this MOU, means that the position being transferred to Financial Management and Administration shall be primarily responsible for providing payroll services to the Library. In addition, staff dedicated to the Library may also be given assignments and projects for the benefit of the Treasury and Financial Management or the County in general. After consultation with the County Librarian, Financial Management and Administration may reassign staff dedicated to the Library at any time when reassignment is in the best interest of Financial Management and Administration, the Library or Johnson County, but, at all times, there will be one full staff person responsible for providing services to the Library.
 - b. The Library shall be responsible for providing adequate funding to cover the full, budgeted costs for the full-time staff position that was transferred to Financial Management and Administration, and the Library agrees that such funding shall be transferred from the Library budgeted funds to the County General Fund for the benefit of Financial Management and Administration to cover budget year 2022 expenses. Such funding shall include the entire salary; benefits and other employment-related costs; professional expenses, including dues and educational expenses (to include possible training or additional professional association costs); information technology equipment as is typically utilized by Financial Management and Administration for such positions; and office chair. Financial Management and Administration will work with Human Resources and Library to determine the appropriate salary and appropriate professional expenses for the dedicated staff. None of these costs shall be prorated based upon time spent by dedicated staff on Financial Management and Administration or County projects. Financial Management and Administration at its expense shall provide the infrastructure in the form of office space and office supplies needed for the dedicated staff to perform the duties.
 - c. Financial Management and Administration will work with the Library staff to provide periodic updates of how the payroll processing arrangement is going along with highlights of what has been performed or what is planned to be performed with regards to payroll services. This includes helping prepare a payroll processing update for the Library's trimester reports that are typically done in January, May, and September.

4. Financial Management and Administration shall supervise the payroll services position dedicated to the Library. The Library is expected to provide timely feedback related to performance of payroll services staff assigned to the Library.
5. This MOU shall remain in effect through December 31, 2022, at which time it may be renewed by the parties.
6. Upon termination of this MOU, the position transferred from the Library to Financial Management and Administration as part of this MOU shall be transferred back to the Library. In the event such transfer occurs prior to the end of a calendar year, the County shall transfer the funds budgeted for the positions from the County General Fund to the Library Operating Fund.

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

By _____
 Brent Christensen
 Director, Financial Mgmt. & Administration

By _____
 Sean Casserley
 Johnson County Librarian

By _____
 Penny Post oak Ferguson
 County Manager

By _____
 Bethany Griffith
 Chair, Board of Directors of
 Johnson County Library

Approved as to Form:

Approved as to Form:

By _____
 Denise M. Howard
 Assistant County Counselor

By _____
 Fred J. Logan, Jr.
 Counsel to the Board of Directors of the
 Johnson County Library

Memorandum of Understanding (MOU) between the Johnson County Library and the Kansas City Artists Coalition

This MOU is intended to document the relationship between the Johnson County Library System and the Kansas City Artists Coalition. **(Note: This MOU is contingent upon normal operations for both organizations. Due to COVID-19 temporary service changes at Johnson County Library during 2021 and future contingencies that may remain in effect through early 2022, all or part of the following agreement components will be postponed until further notice.)**

**Kansas City Artists Coalition Galleries at Oak Park Library and Blue Valley Library
January 2022 – December 2022**

Exhibition Space:

- Johnson County Library (JCL) will provide a gallery space at both the Blue Valley Library and Oak Park Library for the Kansas City Artists Coalition (KCAC) to display works of art by their resident artists and partnerships.

Exhibitions:

- KCAC will provide artwork to exhibit in the spaces.
- KCAC will work with the artists on title labels and artist(s) information for JCL to create wall clings and text panels for each exhibition.
- KCAC and JCL will work together to provide installation and deinstallation support as needed.

Communication:

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

Program/Training:

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

Marissa Starke, Executive Director

Sean Casserley, County Librarian

Kansas City Artists Coalition Representative

County Librarian

ADDENDUM JO LAND USE AGREEMENT.
TO CREATE A COMMUNITY GARDEN

THIS ADDENDUM (the Addendum) is made this 9th day of December 2021, to the Land Use Agreement dated December 10, 2015, by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG). Pursuant to the Land Use Agreement, which runs to **December 31, 2022** and may be renewed thereafter, OPCG has developed a community gardening project at the Oak Park branch facility at 9500 Blue Jacket, Overland Park, Kansas (the community gardening project site is referred to herein as "the Site"). This Addendum authorizes OPCG to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.

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

1. A. OPCG, acting in partnership with the Overland Park Parks Department, is authorized at its expense to establish a "Giving Grove" on land designated by the property owner adjacent to the Site.

(i) The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land adjacent to the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berry-producing bushes and shrubs, and perennial herbs and vegetables.

(ii) OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove's hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.

(iii) OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.

(iv) The property owner will be responsible only for designating the land adjacent to the Site upon which the Giving Grove will be developed. The parties agree that the property owner will be the sole owner of the land on which the Giving Grove is developed and will become the owner of all trees, bushes shrubs, and plants planted in the Giving Grove. The parties agree, however, that during the term of the Land Use Agreement, and any renewal term, OPCG shall have the produce harvested from the Giving Grove, for use and distribution in accordance with OPCG's charitable purposes.. The property owner agrees to consider working with OPCG on programming involving the Giving Grove.

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

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

BOARD OF DIRECTORS OF THE JOHNSON
LIBRARY

Bethany Griffith
Library Board Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Bev Jaderborg, President,

Library

To: Johnson County Library Board of Directors

From: Sean Casserley, County Librarian

Date: December 9, 2021

Re: **Annual renewal of agreement for legal services with Logan Logan & Watson, L.C.**

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

Background: Mr. Fred Logan and Mr. Andrew Logan provide contract review and legal advice to the Library Board of Directors and to the Library.

Mr. Logan and Mr. Logan maintain a strong relationship with the County Legal Department and coordinate for items that fall under their jurisdiction, such as some bidding documents and/or personnel issues.

Mr. Logan and Mr. Logan provide an exceptionally high quality of work at reasonable rates. Mr. Fred Logan's services are compensated at \$210.00/hr. Mr. Andrew Logan's services are compensated at \$190.00/hr.

No rate changes have been proposed for 2022.

Attachment(s): Renewal agreement for 2022

LOGAN LOGAN & WATSON, L.C.

ATTORNEYS AT LAW
CORINTH OFFICE BUILDING
8340 MISSION ROAD, SUITE 106
PRAIRIE VILLAGE, KANSAS 66206
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ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

December 9, 2021

AGREEMENT FOR LEGAL SERVICES FOR 2022 JOHNSON COUNTY LIBRARY

This letter agreement evidences the agreement by the Board of Directors of the Johnson County Library to renew its contract with Logan Logan & Watson, L.C. for legal services rendered by Fred Logan and Andrew Logan and that firm to the Board of Directors of the Johnson County Library and to the Johnson County Library. This agreement is for legal services to be rendered during the year 2022.

Said legal services shall be rendered at the direction of the Board of Directors of the Johnson County Library or the County Librarian. Fred Logan and Andrew Logan are specifically retained as counsel for the Library Board and the Johnson County Library. Fred Logan's services shall be compensated at an hourly rate of \$210.00. Andrew Logan's services shall be compensated at an hourly rate of \$190.00. A detailed billing for services will be submitted to the Johnson County Library each month. This agreement may be terminated at any time by either party through reasonable written notice so as to allow the Johnson County Library to obtain replacement counsel.

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

Bethany Griffith
Chair, Board of Directors
of the Johnson County Library

Briefing Sheet

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 9, 2021
Re: SirsiDynix Software Maintenance Renewal

Issue: Annual renewal of the software maintenance agreement with SirsiDynix in an amount not to exceed \$232,162.84.

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

Analysis: The overall increase for this year's renewal from last year's renewal matches the level of the previous years – 3.9%. This is the level of increase we have seen historically for this service.

The SirsiDynix annual renewal includes several services:

- Symphony – maintenance cost for the core software
- Enriched Content – Basic Subscription and Enriched Content-Elements Subscription - book jackets and descriptions of materials that display to patrons in the web catalog. Without enriched content, the catalog would not include images or helpful descriptions including tables of contents, character lists, summaries, etc.
- Oracle renewal – maintenance cost for the software running the underlying database
- SIP/SIP2 license – maintenance fee for external systems to securely access the database such as the self-check machines, sorters, and online databases (so patrons can use subscription resources outside the Library buildings, showing that they are valid card holders).
- API (Application Program Interface) – which allows for custom reports and database updates by system administrators.
- Platinum service – this support level allows savings on other services which would be billed separately including:
 - better pricing for custom services like adding new or temporary library locations,
 - support for after-hours upgrades (that decrease impact on patrons),
 - 20 hours of consulting service for special projects,
 - higher level support and quicker access to dedicated support professionals,
 - regular meetings with Sirsi experts for ILS administrator and impacted staff to support collection management initiatives, and
 - regular updates of cataloging metadata to meet cataloging standards.
- Data Control – added in 2021, new to this renewal – a tool used by system administrators to more easily build reports and make updates.

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

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

Legal Review: The renewal agreement has been reviewed and certified by legal counsel.

Attachment(s): 2022 SirsiDynix contract



SirsiDynix®

Renewal Quote

Dear Colleagues,

Please find this year's detailed Renewal Quote attached. We anticipate you will find all to be in good order. This being the case, please respond to Sarah Hilmo in one of the following ways:

1. Send an email acknowledging receipt of this Renewal Quote, OR
2. Print, sign, scan, and return the Renewal Quote below.

Once we receive one of the above, you will then be provided with a formal invoice for payment. In the event that we have not heard back from you beforehand, your formal Renewal Invoice will be generated and sent out approximately 30 days prior to your renewal date, with payment due on or before your renewal date.

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

FOR USA CUSTOMERS PAYING BY CHECK:

Please be aware that effective September 7, 2021 our payment address has changed.

Checks should now be mailed to the address listed below. Please use this address only when sending payments via standard mail.

Sirsi Corporation

#774271

PO Box 854271

Minneapolis, MN 55485-4271

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

Best Regards,

Your SirsiDynix Billing Team



Renewal Quote: 32023520210917SH

Johnson County Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From To	EOL Date	Price
10015M	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Jan/22 - 31/Dec/22		0.00
M-2664	WorkFlows Staff Clients		450	1/Jan/22 - 31/Dec/22		0.00
M-2713	Z39.50 Version 3 Server		1	1/Jan/22 - 31/Dec/22		0.00
M-2648	Webcat WWW Catalog		1	1/Jan/22 - 31/Dec/22		0.00
M-1987	Authority Control		1	1/Jan/22 - 31/Dec/22		0.00
M-2002	Backup Circulation		1	1/Jan/22 - 31/Dec/22		0.00
M-2016	Bibliographic and Inv. Control		1	1/Jan/22 - 31/Dec/22		0.00
M-2044	Circulation Control		1	1/Jan/22 - 31/Dec/22		0.00
M-2192	iBistro/Link Suite		1	1/Jan/22 - 31/Dec/22		0.00
M-2228	Information Gateway		1	1/Jan/22 - 31/Dec/22		0.00
M-2253	Inventory Control		1	1/Jan/22 - 31/Dec/22		0.00
M-2272	MARC Import/Export Utilities		1	1/Jan/22 - 31/Dec/22		0.00
13775M	Oracle RDBMS		1	1/Jan/22 - 31/Dec/22		15,487.38
M-2291	Migration Included		1	1/Jan/22 - 31/Dec/22		0.00
M-2358	ReferenceLIBRARIAN		1	1/Jan/22 - 31/Dec/22		0.00
M-2369	Reporting Module		1	1/Jan/22 - 31/Dec/22		0.00
M-2638	User Request Module		1	1/Jan/22 - 31/Dec/22		0.00
M-2436	Standard Sirsi System Software		1	1/Jan/22 - 31/Dec/22		0.00
M-2554	Unicorn Migration Package		1	1/Jan/22 - 31/Dec/22		150,098.71
10015M	SirsiDynix Symphony Additional Branch Fee (ea)		1	1/Jan/22 - 31/Dec/22		603.87
10015M	SirsiDynix Symphony Additional Branch Fee (ea), Maintenance		1	1/Jan/22 - 31/Dec/22		0.00
M-1924	9XX Order Interface (Acq.)		1	1/Jan/22 - 31/Dec/22		0.00
M-1960	Acquisitions and Fund Acctng		1	1/Jan/22 - 31/Dec/22		0.00
M-2082	EDI Electronic Ordering		1	1/Jan/22 - 31/Dec/22		0.00
M-2324	Outreach Module		1	1/Jan/22 - 31/Dec/22		0.00
M-2398	Serials Control		1	1/Jan/22 - 31/Dec/22		0.00
10034M	SirsiDynix Symphony Universal SIP2		1	1/Jan/22 - 31/Dec/22		8,504.32
M-1922	4 Port TalkToMe System		1	1/Jan/22 - 31/Dec/22		0.00
M-2630	Unique Management Interface		1	1/Jan/22 - 31/Dec/22		0.00
13181	Platinum Services - Web Services SDK for Libraries Internal Use - included with		1	1/Jan/22 - 31/Dec/22		0.00
14198	Platinum Services - Web Services Gateway for 3rd Party Apps - included with P		1	1/Jan/22 - 31/Dec/22		0.00
12219	Enriched Content Video and Music Profiles Single Element Subscription for Pub		5106	1/Jan/22 - 31/Dec/22		3,442.58
10382	Enriched Content Basic Public Subscription (Per 1000 Circ)		5100	1/Jan/22 - 31/Dec/22		30,526.00
13966	SirsiDynix Symphony Data Control, Annual Subscription [Data Control Package]		1	1/Apr/22 - 31/Dec/22		1,560.01
13313	Platinum Services Data Services - Authority Update Service, Upgrade to Monthl		1	1/Jan/22 - 31/Dec/22		605.40
12442	Platinum Services Package - Premier		1	1/Jan/22 - 31/Dec/22		21,334.57
M-2788	3M Self Check Interface		1	1/Jan/22 - 31/Dec/22		0.00

All prices are in U.S. Dollars and are exclusive of taxes unless otherwise noted.

Total \$ 232,162.84

****Due to changes in sales tax laws, we are requesting updated tax exemption certificates from all customers. Tax may be added to your invoice even though you are exempt if we do not receive the exemption

Signature authorizes SirsiDynix to raise an invoice in accordance with this quote.

Signature

Any questions regarding this quote can be directed to:
Sarah Hilmo
Sarah.Hilmo@SirsiDynix.com

Please Print Name and Title

Briefing Sheet

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 9, 2021
Re: Bibliotheca Service and Maintenance/Extended Warranty

Issue: The annual renewal of the Bibliotheca Service and Maintenance agreement in an amount not to exceed \$112,484.27.

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

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

Analysis: Bibliotheca furnishes support by technical professionals and replacement parts to maintain materials handling equipment in proper operating condition. Bibliotheca also provides software updates to ensure continued security and smooth operation of all systems. There is no increase in percentage increase over last year cost for this maintenance and support. The slight increase in the total amount over last year is due to reactivating a self check at Edgerton.

Breakdown of equipment at each location supported by Bibliotheca:

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

Library

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

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

Legal review: The 2022 renewal agreement has been reviewed and certified by legal counsel.

Attachment(s): 2022 renewal contract with Bibliotheca

Quote Date: 11/17/2021
Quote Number: QUO-164857-N8H3

Service & Maintenance/Extended Warranty Quote

Invoice To:

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

beesleym@jocolibrary.org
Tel: (913) 826-4600

System Main Location:

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

Contract Number: US-118370-W4P6
Term: 2/1/2022 - 1/31/2023

Item ID	Item Type	Quantity	Sale Price (USD)	Sub Total
SUP000002-000-US	ANNUAL SUPPORT & MAINTENANCE Contract Term: Feb 01, 2022 - Jan 31, 2023	1.000	\$112,484.27	\$112,484.27

Total \$112,484.27
(Less Sales Tax):

bibliotheca Contact:

Contract Team
Service-renewals-us@bibliotheca.com
Tel: 800-328-0067

Terms & Conditions:

Service and Maintenance prices exclude any applicable sales tax. If tax-exempt, a copy of Tax Exemption Certificate is required with Purchase Order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice.

Quotes are good for 180 days.

Quote Date: 11/17/2021
 Quote Number: QUO-164857-N8H3



Service & Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #	Start Date	End Date	Price
Johnson County Library - KS - Desoto Library	8422 selfCheck	84220778	2/1/2022	1/31/2023	\$1,499.00
Johnson County Library - KS - Spring Hill Library	8422 selfCheck	84220779	2/1/2022	1/31/2023	\$1,499.00
Johnson County Library - KS - Leawood Library	AMH Controller:2855 FX	28550070	2/1/2022	1/31/2023	\$2,381.40
Johnson County Library - KS - Leawood Library	AMH Conveyance:2860 FX	28600117L	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Leawood Library	AMH Conveyance:2860 FX	28600112R	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Leawood Library	AMH Conveyance:2863 FX	28630040	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Leawood Library	AMH Induction:2820	28200107	2/1/2022	1/31/2023	\$4,304.16
Johnson County Library - KS - Leawood Library	AMH Induction:2820	28200106	2/1/2022	1/31/2023	\$4,304.16
Johnson County Library - KS - Leawood Library	AMH Induction:2830	28300047	2/1/2022	1/31/2023	\$4,304.16
Johnson County Library - KS - Leawood Library	AMH Sortation:2850 FX	28500195	2/1/2022	1/31/2023	\$1,135.58
Johnson County Library - KS - Leawood Library	AMH Sortation:2850 FX	28500194	2/1/2022	1/31/2023	\$1,135.58
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500143	2/1/2022	1/31/2023	\$1,135.58
Johnson County Library - KS - Blue Valley Library	AMH Induction:2820	28200078	2/1/2022	1/31/2023	\$4,304.16
Johnson County Library - KS - Blue Valley Library	AMH Induction:2820	28200077	2/1/2022	1/31/2023	\$4,304.16
Johnson County Library - KS - Blue Valley Library	AMH Induction:2830	28300032	2/1/2022	1/31/2023	\$4,304.16
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500142	2/1/2022	1/31/2023	\$1,135.58
Johnson County Library - KS - Main	RFID CONV WKSTN	21007023	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID CONV WKSTN	21007028	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID CONV WKSTN	21007003	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410090	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410089	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410088	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410085	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Corinth Library	8405 selfCheck	9410084	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Shawnee Library	8405 selfCheck	9410083	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Main	8405 selfCheck	9410275	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Main	8405 selfCheck	9410274	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Blue Valley Library	8405 selfCheck	9410272	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Corinth Library	8405 selfCheck	9410271	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	9410269	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Main	8405 selfCheck	9410267	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Shawnee Library	8405 selfCheck	9410266	2/1/2022	1/31/2023	\$999.00

Quote Date: 11/17/2021
 Quote Number: QUO-164857-N8H3



Service & Maintenance/Extended Warranty Quote

Johnson County Library - KS - Corinth Library	8405 selfCheck	9410265	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Shawnee Library	8405 selfCheck	9410264	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Antioch	8405 selfCheck	9410263	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Antioch	8405 selfCheck	9410262	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Antioch	8405 selfCheck	9410261	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Corinth Library	8405 selfCheck	9410260	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Leawood Library	8405 selfCheck	9410259	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Leawood Library	8405 selfCheck	9410258	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	9410257	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Cedar Roe Library	9410F selfCheck	9410270	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Blue Valley Library	AMH Sortation:2850 FX	28500141	2/1/2022	1/31/2023	\$1,135.58
Johnson County Library - KS - Blue Valley Library	AMH Controller:2855 FX	28550052	2/1/2022	1/31/2023	\$2,381.40
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2860 FX	28600078L	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2860 FX	28600077R	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2863 FX	28630027	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Blue Valley Library	AMH Conveyance:2864 FX	28640011	2/1/2022	1/31/2023	\$852.23
Johnson County Library - KS - Leawood Library	8405 selfCheck	84050008	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Leawood Library	8405 selfCheck	84050007	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	84050006	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Oak Park Library	8405 selfCheck	84050005	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Gardner Library	8422 selfCheck	84220497	2/1/2022	1/31/2023	\$1,499.00
Johnson County Library - KS - Gardner Library	8422 selfCheck	84220494	2/1/2022	1/31/2023	\$1,499.00
Johnson County Library - KS - Gardner Library	9102DM RFID Detection System	91200509	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Cedar Roe Library	9410F selfCheck	9410268	2/1/2022	1/31/2023	\$999.00
Johnson County Library - KS - Oak Park Library	bibliotheca RFID workstation™ USB	210R004175	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Edgerton Library	8422	84220423	2/1/2022	1/31/2023	\$1,499.00
Johnson County Library - KS - Spring Hill Library	RFID STF WKSTN	P1205309	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Spring Hill Library	RFID STF WKSTN	P1205308	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN	P1205030	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN	P1205029	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN	P1205028	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN	P1205027	2/1/2022	1/31/2023	\$199.00

Quote Date: 11/17/2021
 Quote Number: QUO-164857-N8H3



Service & Maintenance/Extended Warranty Quote

Johnson County Library - KS - Desoto Library	RFID STF WKSTN	P1205026	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN	P1205025	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN	P1205024	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Gardner Library	RFID STF WKSTN	P1205023	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1205022	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN	P1205021	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN	P1205020	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Edgerton Library	RFID STF WKSTN	P1205019	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN	P1205018	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Oak Park Library	RFID STF WKSTN	P1205017	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Desoto Library	RFID STF WKSTN	P1205016	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1205015	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN	P1205014	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1205013	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204989	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Cedar Roe Library	RFID STF WKSTN	P1204988	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Blue Valley Library	895	P1204063	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Antioch	RFID STF WKSTN	P1204985	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Antioch	RFID STF WKSTN	P1204984	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Leawood Library	895	P1204998	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Shawnee Library	RFID STF WKSTN	P1204982	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Gardner Library	895	P1205005	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN	P1204980	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Antioch	RFID STF WKSTN	P1204979	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Leawood Library	RFID STF WKSTN	P1204978	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204977	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN	P1204976	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Gardner Library	895	P1205007	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Corinth Library	RFID STF WKSTN	P1204974	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Blue Valley Library	RFID STF WKSTN	P1204973	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Cedar Roe Library	895	P1206272	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204556	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	895	P1207734	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	895	P1203835	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1204222	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Corinth Library	9101DM RFID Detection System	91100556	2/1/2022	1/31/2023	\$1,499.00

Quote Date: 11/17/2021
 Quote Number: QUO-164857-N8H3



Service & Maintenance/Extended Warranty Quote

Johnson County Library - KS - Cedar Roe Library	9102DM RFID Detection System	91200647	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Shawnee Library	9102DM RFID Detection System	91200631	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Leawood Library	9102DM RFID Detection System	91200567	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Leawood Library	9102DM RFID Detection System	91200565	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Corinth Library	9102DM RFID Detection System	91200564	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Oak Park Library	9102DM RFID Detection System	91200520	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Oak Park Library	9102DM RFID Detection System	91200519	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Blue Valley Library	9102DM RFID Detection System	91200351	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Antioch	9102DM RFID Detection System	91200258	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Main	9102DM RFID Detection System	91200257	2/1/2022	1/31/2023	\$1,949.00
Johnson County Library - KS - Main	libraryConnect Annual Subscription (35 Devices)	Subscription	2/1/2022	1/31/2023	\$2,495.00
Johnson County Library - KS - Gardner Library	895	P1211791	2/1/2022	1/31/2023	\$199.00
Johnson County Library - KS - Main	RFID STF WKSTN	P1213985	2/1/2022	1/31/2023	\$199.00

Service & Maintenance/Extended Warranty Quote

Terms & Conditions Continued:

WHAT IS COVERED:

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

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

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

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

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

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

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

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

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: OCT-2021

		Receipts	Payments	Balance
	Opening cash balance			\$196,182.03
	Add Receipts	\$59.49		
	Less Payments		\$32.55	
	Ending Cash balance			\$196,208.97
	Less Liabilities		\$1,414.31	
	Unobligated cash balance			\$194,794.66

APPROVED: _____

DATE: _____

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: December 9, 2021

Suggested Motion: I move that the Johnson County Library Board of Directors approves the DeSoto Parents As Teachers memorandum of understanding for the year 2022.

Issue: Renewal of the DeSoto Parents As Teachers agreement.

Background: For several years, DeSoto Parents As Teachers (PAT) and Johnson County Library have cooperated to provide early literacy and library services to children and families. DeSoto Parents As Teachers is a family support program located in DeSoto, KS and is a part of the DeSoto USD 232 school district. It has been a successful partnership.

Alternatives: If we do not renew the MOU at this time, Johnson County Library's involvement will cease to exist.

Legal Review: Reviewed by counsel

Budget Approval: No budget implications

Recommendation: to renew the memorandum of understanding with DeSoto Parents As Teachers

Suggested Motion: I move that the Johnson County Library Board of Directors approves the DeSoto Parents As Teachers memorandum of understanding for the year 2022.

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will *as COVID practices and staffing allows:*

1. ~~Provide scheduled storytimes at the DS PAT Play Center as staffing and COVID restrictions allow.~~
2. Provide a staff member for DS PAT Advisory Board quarterly meeting.
3. Allow DS PAT to use library meeting spaces at no cost with reservations when available.

De Soto Parents As Teachers will *as COVID practices and staffing allows:*

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

Duration of Understanding:

The duration of this Understanding is from January 1, 202~~2~~¹ to December 31, 202~~2~~¹.

Cancellation and Termination:

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

Signatures:

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

Jamie Fink, Coordinator, De Soto Parents As Teachers

Date

T. Sean Casserley, Johnson County Librarian

Date

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will as COVID practices and staffing allows:

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

De Soto Parents As Teachers will as COVID practices and staffing allows:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2022 to December 31, 2022.

Cancellation and Termination:

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

Signatures:

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

Jamie Fink, Coordinator, De Soto Parents As Teachers

Date

T. Sean Casserley, Johnson County Librarian

Date

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: December 9, 2021

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Growing Futures Early Education Center memorandum of understanding for the year 2022.

Issue: Renewal of the Growing Futures Early Education Center agreement.

Background: For several years, Growing Futures Early Education Center and Johnson County Library have cooperated to provide early literacy and library services to the children and families. Growing Futures is a Head Start program located in Overland Park, KS. It has been a successful partnership.

Alternatives: If we do not renew the MOU at this time, Johnson County Library's involvement will cease to exist.

Legal Review: Reviewed by counsel

Budget Approval: No budget implications

Recommendation: to renew the memorandum of understanding with Growing Futures Early Education Center.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Growing Futures Early Education Center memorandum of understanding for the year 2022.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY LIBRARY
AND
GROWING FUTURES EARLY EDUCATION CENTER**

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will as COVID practices and staffing allows:

- ~~1. Provide a staff member for Growing Futures Policy Council monthly meetings.~~
- ~~1. Provide scheduled storytimes in Growing Futures classrooms as staffing allows.~~
- ~~2. Participate in and/or provide evening activities at the library or at Growing Futures for Growing Futures families to participate in literacy activities and sign up for library cards.~~
- ~~3.2. Provide virtual on-demand booklists and storytime lists for classrooms monthly.~~
- ~~4. Provide education regarding JCL's services to Growing Futures staff and families as requested.~~
- ~~5. Provide 2 hours per month of embedded librarian services at Growing Futures. These services will involve on-site, dedicated reference & reader support for Growing Futures teachers, parents, and students and the continued maintenance of the Growing Futures library collection provided by JCL staff member.~~
- ~~6.3. Allow Growing Futures to use library meeting spaces at no cost with reservations when available.~~

Growing Futures Early Education Center will as COVID practices willand staffing allows:

1. Provide information regarding JCL services to Growing Futures families.
2. ~~Promote~~Utilize JCL educational programs for children, staff and parents when appropriate.
- ~~3. Provide education regarding Growing Futures services to JCL staff as requested.~~
- ~~4. Provide training to JCL staff in areas of Growing Futures staff's expertise.~~
- ~~5.3. Promote JCL's involvement with Growing Futures newsletters, website and other public relations opportunities.~~

Duration of Understanding:

The duration of this Understanding is from January 1, 202~~2~~4 to December 31, 202~~2~~4.

Cancellation and Termination:

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

Signatures:

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

Terrie VanZandt-Travis, Executive Director, Growing Futures

Date

T. Sean Casserley, Johnson County Librarian

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY LIBRARY
AND
GROWING FUTURES EARLY EDUCATION CENTER**

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will as COVID practices and staffing allows:

1. Provide a staff member for Growing Futures Policy Council monthly meetings.
2. Provide virtual book and storytime lists for classrooms monthly.
3. Allow Growing Futures to use library meeting spaces at no cost with reservations when available.

Growing Futures Early Education Center will as COVID practices and staffing allows:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2022 to December 31, 2022.

Cancellation and Termination:

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

Signatures:

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

Terrie VanZandt-Travis, Executive Director, Growing Futures _____
Date

T. Sean Casserley, Johnson County Librarian _____
Date

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: December 9, 2021

Issue: Renewal of the MOU with Johnson County Facilities

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Memorandum of Understanding between Johnson County Library and Johnson County Facilities for the year 2022.

Background:

Beginning mid 2019, we have partnered with Johnson County Facilities (Facilities) to manage our custodial and maintenance services. We have worked with FAC to help us manage our capital projects for approximately the last 13 years. Over this year we have reviewed the MOU as well as created a Service Level Agreement that clearly defines the roles and expectations of each party.

Facilities manages the staff, oversees contracts, and completes the cleaning and maintenance of all our buildings as well as our fleet. The Planning, Design and Construction (PDC) team assists us in managing our CIP and CRP projects. This partnership has been a huge success as the Library does not have the expertise to do this on our own. Our buildings have never been cleaner, and we are beginning to catch up on overdue maintenance projects. Additionally, this staff has begun to inventory all our maintenance issues and to prioritize that work, The PDC team has assisted us with our building projects as well as our major system replacement projects (CRP).

Alternatives: If we discontinue the partnership with Facilities, we will have to look to outsource this work to some third-party vendors or once again hire positions in the library to manage this work.

Legal Review: Legal has reviewed and approved this Memorandum of Understanding

Budget Approval: The Library has a planned budgeted transfer for FY 2022 in the amount of \$2,630,915 (\$2,589,915 for Facilities and \$41,541 for Fleet). These funds pay for the positions tied with the strategic facility planning, facility maintenance, and facility custodial work; along with the associated contractual and commodities facility and related expenses that are anticipated for 2022.

Recommendation: To approve the memorandum of understanding between Johnson County Library and Johnson County Facilities

This Memorandum of Understanding (MOU) to take effect January 1, 2024~~2~~, memorializes the agreement between the Board of Directors of the Johnson County Library ("Library") and the Johnson County Facilities Management Department ("Facilities Department") for the Library to outsource management of Library custodians as well as the maintenance of Library buildings to the Facilities Department. This MOU supersedes any and all previous memoranda regarding the subject matter contained herein.

SECTION ONE:

1. The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.
2. The Facilities Department has expertise in the planning, design, renovation, construction, and maintenance of public facilities, custodial services and fleet management.
3. The Library governs all Library owned and leased buildings and properties in the Johnson County Library system. The Library and the Facilities Department agree to cooperate to provide the finest Library facilities and the best possible service for Library staff and patrons.
4. The Library has been and intends to continue to make use of the Facilities Department's expertise, particularly in planning, design, renovation and construction projects, including pending projects associated with the Comprehensive Library Master Plan. The Library and the Facilities Department accordingly agree that on such projects the Department will provide the Library consultation and management services on the overall planning, coordination, and control of project(s) from beginning to completion, aimed at meeting the Library's requirements in order to produce functionally and financially viable project(s) (hereinafter "Services"). Such Services shall include planning; budgeting; consultant and contractor relationships; and implementation and management of consultant and contractor agreements and consultant and contractor payments on such projects.
5. The Facilities Department will complete work utilizing three (3) Full Time Employees (FTE) to work on capital and operating projects. The Library agrees to provide budget funding to support these positions ~~and any and~~ agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.

6. The Facilities Department will complete cleaning and custodial services of Library facilities utilizing ~~seven~~fourteen (17) FTE. The Library agrees to provide budget funding to support these positions and any agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Facilities Department.

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7. The Facilities Department will complete maintenance of Library facilities utilizing five (5) FTE. The Library agrees to provide budget funding to support these positions and any agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.

~~8.~~ The positions funded by the Library, as described in paragraphs 5, 6 and 7 shall have their primary responsibilities providing to the Library the services described in Appendix A. The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Department or the County. ~~The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Department or the County.~~

9. In addition to the FTE positions funded by the Library, as described in paragraphs 5, 6 and 7, FAC will utilize additional staff, equivalent to 2.1 FTE's, to support these positions. The Library agrees to provide budget funding to compensate FAC for time spent by these additional FAC staff supporting the FTE's.

~~8-10.~~ The Facilities Department will provide courier services for the Friends of the Johnson County Library. The Library agrees to provide budget funding for the FAC resources needed to provide these services, as they are utilized.

SECTION TWO: FACILITIES DEPARTMENT'S RESPONSIBILITIES.

1. Standard of Service: Ensure that Library buildings are cleaned to the County standard set forth by the Facilities Department and as outlined in Appendix A and provide the expertise and consultation and management services described in section 1.4 above.
 - a. Evaluate needs and make recommendations to the Library regarding staffing needs.
 - b. Evaluate and make recommendations for facilities improvements that have not been made.
 - c. Provide Performance Measurement reports on a quarterly basis.
2. Hiring: Perform hiring tasks as needed.
3. Supervision: Provide supervision and management of all staff transferred to the Facilities Department.

4. Training: Ensure proper training of all facilities positions.
5. Uniforms and Supplies. The Facilities Department is responsible for purchasing custodial and maintenance uniforms and supplies.
6. Contracts: Include the Library in appropriate contracts for facilities needs and maintenance
7. Budget Planning: The Facilities Department will work with the Library annually to review and plan for budget requests on the Library's budget cycle.
8. Fleet Maintenance: The Facilities Department is responsible for management of the Library's fleet. Services are described in Appendix B.
 - a. Manage the maintenance of all Library vehicles
 - b. Manage the life cycle replacement of all Library vehicles
9. Custodial Services: The Facilities Department is responsible for management of the Library's cleaning. Services are described in Appendix C.
 - a. Manage the cleaning of all Library facilities
10. Courier Services: The Facilities Department is responsible for management of the courier services provided for the Friends of the Johnson County Library book donations program.
11. Sheriff's Office: Additional Facilities responsibilities with regards to security service procedures are outlined in the Library's MOU/SLA with the Johnson County Sheriff's Office (SHR). The SHR's SLA with JCL is included in Appendix D for reference.
12. Communication: Facilities Department representatives will attend meetings with Library staff as needed or as appropriate to maintain a strong level of communication.
 - a. Liaison: Facilities will provide a liaison to the Library to act as a point of contact for any questions, concerns, policy interpretation, etc. This Liaison is the Strategic Facilities Manager.

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SECTION THREE: LIBRARY'S RESPONSIBILITIES.

1. Budget. The Library agrees to provide FTEs and appropriate funds to cover all related costs as it relates to the management of Library facilities.
2. Building Access. The Library shall provide security key cards to Facilities' supervisors as needed to access all Library facilities during ~~its~~their tenure and be granted ~~24-hour~~appropriate access in order to assess the quality of work of Library custodians and contract custodial services. ~~and the quality of their work.~~

3. ~~Communication. Facilities Department representatives Library Staff will attend meetings with Facilities Department representatives Library staff as needed or as appropriate to maintain a strong level of communication.~~

- a. ~~Liaison: the Library will provide a liaison to Facilities to act as a point of contact for any questions, concerns, policy interpretation, etc. This Liaison is the Associate Director for Branch Services.~~

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SECTION FOUR: MISCELLANEOUS.

1. This MOU shall begin ~~January 1, 2024~~ and run through ~~December 31, 2024~~ unless the agreement is terminated by either party, in writing, with no less than 30-day's notice. This MOU may be renewed for additional one-year terms upon the approval of the Library and the Facilities Department.

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- a. Appendix A Service Level Agreement between JCL and FAC
- b. Appendix B Service Level Agreement - Fleet
- c. ~~Appendix C~~ Service Level Agreement - Custodial
- ~~e.d. Appendix D Service Level Agreement – Sheriff (For Reference)~~

2. 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, the Library is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

3. This Agreement represents the entire agreement between the parties with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the parties regarding the same.

~~Director, Johnson County Facilities~~ _____ Date
Director, Johnson County Facilities
Management Department

~~Date~~

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~~Johnson County Manager~~ _____ Date

Date
~~Johnson County Manager~~

Johnson County Librarian _____ Date

~~Johnson County Librarian~~

~~Chair, Board of Directors of the~~ ~~Date~~
~~Chair, Board of Directors of the~~
Johnson County Library

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APPENDIX A

SERVICE LEVEL AGREEMENT BETWEEN JCL AND FAC

Effective Date: January 1, 2024

Locations and Organization(s) Covered

Organization(s)	Archibus Building Code	Address (Street, City, Zip)
JCL Antioch Library	JCLANTIO	8700 Shawnee Mission Pkwy, Merriam, KS 66202
JCL Blue Valley Library	JCLBLVAL	9000 W 151 st St, Overland Park, KS 66221
JCL Cedar Roe Library	JCLCEDAR	5120 Cedar St, Roeland Park, KS 66205
JCL Central Resource Library	JCL_CRL	9875 W 87 th St, Overland Park, KS 66212
JCL Corinth Library	JCLCORIN	8100 Mission Rd, Prairie Village, KS 66208
JCL DeSoto Library	JCLDESOT	33145 W 83 rd St, DeSoto, KS 66108
JCL Edgerton Library	JCLEDGER	319 E Nelson St, Edgerton, KS 66021 (<i>leased facility</i>)
JCL Gardner Library	JCLGRDN	137 E Shawnee St, Gardner, KS 66030
JCL Lackman Library (vacant)	JCLLACKM	15345 W 87 th St Pkwy, Lenexa, KS 66215
JCL Leawood Pioneer Library	JCLLEAWD	4700 Town Center Dr, Leawood, KS 66209
JCL Lenexa City Center Library	JCLLENEX	8778 Penrose Ln, Lenexa, KS 66219
JCL Monticello Library	JCLMNTCL	22435 W 66 th St, Shawnee, KS 66226
JCL Oak Park Library	JCLOAKPK	9500 Bluejacket Dr, Overland Park, KS 66214
JCL Shawnee Library	JCLSHWNE	13811 Johnson Dr, Shawnee, KS 66216
JCL Spring Hill Library	JCLSPGHL	109 S Webster St, Spring Hill, KS 66083
JCL Library Support Services	JCL_SSB	6235 Slater St, Merriam, KS 66202

Background

The Johnson County Library Board and the Johnson County Board of County Commissioners approved a memorandum of understanding (MOU) agreement whereby the County Facilities Management department (FAC) will provide facilities management services for the Johnson County Library (JCL) organization. FAC will staff and manage the facilities services program including renovations, operating, repairs and maintenance for JCL's buildings and grounds. Edgerton Library is leased, and Facilities will abide by the Library's agreement with the City of Edgerton and only perform services for items that are not covered by that lease. JCL will provide all necessary funding.

Funding

Funding is in accordance with the terms of the MOU agreement between the Library Board and the BOCC.

Conflict Resolution

In case of conflict, JCL and FAC agree the right parties will have a Crucial Conversation to get any issues into the open and discuss in a productive and positive way. The goal is to settle on a plan and path to resolution in order to be able to move forward and grow in our relationship. This may take one Crucial Conversation, or it may take several. We believe the relationship is worth the effort.

APPENDIX A

Responsibility Matrix:

Building/Site	Maintain and/or Install and/or Replace	Notes/Exceptions
Building envelope & structure	FAC	
Interior finishes	FAC	
Mechanical/electrical/plumbing	FAC	
Fire alarm & suppression systems	FAC	Security Operations Division of the Sheriff's office is interested in attending annual walk-thrus (need clarification as to which)
Special equipment – <i>Note any special equipment requiring maintenance and/or replacement coverage</i>	FAC	Facilities will maintain all items attached to the building for the purpose of the building. Includes Fire Extinguishers and Washers/Dryers for custodial use. Does not include AEDs, First Aid Kits or preventative maintenance on built-in eyewash stations
Library program specific equipment & systems (A/V, material sorters, conveyors, etc.)	JCL	FAC can trouble-shoot & advise; maintenance and replacement funding by JCL.
Site utilities	FAC	Monitoring and trends
Site/pavement	FAC	JCL does not own all parking lots; need to consult before doing any work
Flag replacement	FAC	
Flags: placing at half-mast	JCL	Responsibility of Branch Managers since they are onsite.

Security and Access Control	Maintain	Notes/Exceptions
Card readers and panels	JCL	In conjunction with SHR and PSS JCL will handle this for now
Surveillance cameras/equipment	JCL	In conjunction with SHR and PSS
Building security alarm system	JCL	In conjunction with SHR and PSS
Locksmith services/re-keying	FAC/SHR	FAC will create/provide the keys. JCL will provide 1-2 personnel/points of contact to manage distribution of keys. Potential use of Archibus for "Create Key" problem type. Requires approvals by Associate Directors or PSS
Physical key security/inventory control	JCL/SHR	JCL to determine who in JCL/PSS's has this responsibility. Privilege assignment responsibility: Pending TBD
Keys for contract custodial staff	FAC	FAC has installed separate key boxes for this purpose.
Subject Matter Expert (SME) for Security and Access Control for buildings and sites	SHR	FAC to bring in SHR as an SME for new construction and renovations

Maintenance Services	Responsibility	Notes/Exceptions
Preventative maintenance program	FAC	
On-demand maintenance service	FAC	
Tools & equipment	FAC	

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Minor furniture moving	FAC	At times, with conversation and planning. Preference is to use MSI/separate contractor.
Program-related repairs and assembly	JCL	
Meeting room setups	JCL	

Grounds and Snow Removal	Responsibility	Notes/Exceptions
Lawn (mowing, weed control)	FAC	
Landscaping maintenance	FAC	Excluding Lenexa Library, (City of Lenexa contracts out theis work-out)
Fencing	FAC	
Sidewalk & parking maintenance	FAC	
Snow removal & ice treatment	FAC	Excluding Lenexa Library, (JCL contracts with City of Lenexa for this service)
Curbside Services at branches	JCL	JCL determines when to cease Curbside Services in case of extreme weather
Monticello: Green Roof Maintenance	FAC	Service Contract
Monticello: Native Grass Maintenance	FAC	Extended Warranty purchased through 06/2021 . After this, FAC to maintain or hire a service contract to maintain

Custodial Services	Responsibility	Notes/Exceptions
SEE APPENDIX C		
General custodial duties	FAC	Per Appendix C:
Bio-cleaning response	FAC	JCL staff to follow process and notification procedures/protocol for initial response to minimize/control spread.
Infestations	FAC	FAC can handle isolated staff areas and can consult/assist as needed when JCL needs to hire outside assistance.
Project cleaning (carpet, stripping, sealing)	FAC	Including walk-off carpet and mats
Custodial equipment	FAC	May require additional funding initially to bring up to standard
Custodial supplies/chemicals for the building/facility	FAC	
Custodial supplies for programs/the public	JCL	E.g. sanitizing wipes for wipe stands at the public computers
Restroom stock; paper, consumables	FAC	
Toilet Accessories	FAC	Replace ones that are damaged through normal operations, projects to handle installing new.
Exterior window washing	FAC	Excluding Lenexa Library (City of Lenexa contracts this work out, JCL pays bill. JCL working on amending Maintenance agreement with the City of Lenexa to include this work automatically.)
Interior windows and window treatments	FAC	
Contract custodial management	FAC	
Staff trash and recycle at desks	JCL	Staff to empty personal trash/recycle to community bins. FAC removes from there.

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Library Special Events	FAC	e.g. Library Lets Loose. JCL to notify FAC of upcoming events, and FAC can plan on supporting these events.
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Planning, Design, & Construction	Responsibility	Notes/Exceptions
Move/relocation planning	FAC	
Office reconfiguration	FAC	
Furniture replacement (Plan, program, projects, purchasing, inventory management across system)	FAC	
<u>Furniture Reconfiguration: Movable furniture, fixtures or other equipment that have no permanent connection to the structure of the building. This includes systems furniture, ancillary furniture, appliances and wall-mounted and floor-mounted fixtures/work tools.</u>	<u>FAC</u>	
Engineering studies	FAC	In conjunction with FAC Maintenance
Design Standards	FAC	
Interior/exterior signage	FAC	Wayfinding, code signage, endcaps on shelving. Note: Exterior Building Signage is in the CRP. With all signage, FAC will work in consultation with CX.
<u>Physical Security Projects</u>	<u>SHR</u>	<u>SHR to work closely with FAC for budgeting and implementation purposes.</u>
Physical ADA compliance projects	FAC	
CIP (Plan, projects, contracts, financials)	FAC	<u>FAC to coordinate other county disciplines that fold into capital projects</u>
CRP (Plan, Program, projects, contracts, financials)	FAC	including finishes, <u>AeruentGordian (VFA)</u> , Archibus, Roofing and Paving programs
Space and Building feasibility studies	FAC	For capital and operating initiatives

Fleet Services	Responsibility	Notes/Exceptions
<u>SEE APPENDIX B</u>		
Maintain JCL vehicles	FAC	
Purchase and disposal of JCL vehicles	FAC	In conjunction with JCL especially for courier trucks
Compressed Natural Gas (CNG) Fueling Stations	FAC	FAC to provide JCL with access to utilize CNG stations
Driver's list upkeep	JCL	
<u>Branding / Logos on vehiclesSEE FULL SLA FOR ALL DETAILSAPPENDIX B</u>	<u>JCL</u>	
<u>Branding / Logos on vehicles</u>	<u>JCL</u>	

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<u>Energy Management Services</u>	<u>Responsibility</u>	<u>Notes/Exceptions</u>
<u>Utilities invoice processing & payment</u>	<u>JCL</u>	<u>JCL will pay all utilities directly</u>
<u>Utilities consumption & spend analysis</u>	<u>FAC</u>	
<u>Energy Management Program</u>	<u>JCL/FAC</u>	<u>Collaborative effort</u>
<u>Building automation system management</u>	<u>FAC</u>	<u>HVAC controls</u>

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<u>Other Services</u>	<u>Responsibility</u>	<u>Notes/Exceptions</u>
<u>Alarm monitoring: fire, alarm, elevator</u>	<u>FAC</u>	
<u>Building pest control & supplies</u>	<u>FAC</u>	
<u>Appliance repair or replacement</u>	<u>FAC</u>	<u>FAC will trouble-shoot and repair if possible or arrange for repair with contractor if needed. JCL to pay for contracted repair parts and/or replacement</u>
<u>Recycling services / Waste Management</u>	<u>FAC</u>	<u>Including Recycling for buildings (not recycling for the public)</u>
<u>Warehouse services</u>	<u>FAC</u>	<u>The intention is to provide space to store JCL's warehoused furnishings.</u>
<u>Surplus assets</u>	<u>FAC</u>	<u>Furniture, IT Equipment, Vehicles, etc. Surplus items are also intended to go to the county warehouse per county purchasing policy and procedures.</u>
<u>Towing cars</u>	<u>JCL</u>	
<u>HR/Staffing of FM resources</u>	<u>FAC</u>	
<u>Maintenance staff uniforms</u>	<u>FAC</u>	
<u>Routine & specialized staff training</u>	<u>FAC</u>	
<u>Technology (PCs, cell phones, mileage, etc.)</u>	<u>FAC</u>	
<u>Vendor management of FM services</u>	<u>FAC</u>	
<u>Workplace Safety Coordinators</u>	<u>JCL</u>	
<u>Vehicles dedicated to Facilities</u>	<u>FAC</u>	
<u>Courier Services</u>	<u>FAC</u>	<u>Intended use for the Friends of JCL book donations program</u>

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<u>Library Meetings & Attendance</u>	<u>Responsibility</u>	<u>Notes/Exceptions</u>
<u>Operations</u>	<u>FAC</u>	<u>Juan + PMs to attend Project-focused onesportions, reporting out on all FAC-led work.</u>
<u>All Managers Meetings</u>	<u>FAC</u>	<u>Attend as needed for specific agenda items</u>
<u>New Employee Orientation (NEO) - Attendance</u>	<u>FAC</u>	<u>New employees to attend Sean/Tricia & Facilities sessions along with Controlling the building/patron code of behavior, etc.</u>

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NEO – Facilities Info Session - Presenting	FAC	FAC will lead this class for new JCL staff to familiarize them with the work we do. The Building Engineer, Custodial Supervisor, Interiors Project Manager and Architectural Project Managers to co-present.
JCL's Crucial Conversations Classes - Attendance	FAC	PMs, Building Engineer (BE), Custodial Supervisor
StrengthsFinder Classes	FAC	PMs, Building Engineer, Custodial Supervisor
Trimester Reports	FAC	Report out for maintenance and custodial
Branch Manager Meetings	FAC	Attend as needed for specific agenda items
Systemwide Manager Meetings	FAC	Attend as needed for specific agenda items
Admin Project Touchbases	FAC	All PMs to attend; this is where FAC-led work is discussed with the Ad-Team. BE as needed.
Admin Meetings (Regular)	FAC	Attend as needed for specific agenda items
JCL Legal Counsel Project Meetings	FAC	All PMs to attend; this is where FAC-led work is discussed with the JCL's Legal Counsel and Ad-Team.
JCL Board Meetings	FAC	All PMs to attend
Notes:		
Refer to the MOU agreement between the County and the Library Board for additional appendices		

APPENDIX A

Emergency Contact Information

During County Operating Hours (M-F 8 am to 5 pm)

FAC Emergency contact name: _____

FAC Emergency contact phone: _____

After Hours

FAC Emergency contact name: _____

FAC Emergency contact phone: _____

Authorization Signatures

[Type FAC representative here]

[Type covered party here]

Date

Date

APPENDIX A

Glossary of Terms

AED	Automated External Defibrillator: Portable electronic device with simple instructions that can be used by almost anyone to save the life of someone who has suffered a heart attack.
Alarm monitoring services	This is a monthly service to one or more monitoring companies for various alarm systems such as burglar, fire, and elevator. Notes should specify if the same entity is not responsible for all 3 systems.
Appliances	Appliances include but are not limited to refrigerators, washers and dryers, dishwashers, stove/ovens, microwaves, and freezers. They are generally not permanently attached to the building but may be essential to operation of kitchens, break areas, and where regular laundry services are required.
A/V (Audio-Visual)	Screens, computers, data and A/V cabling, projectors, inputs, speakers, Crestron, Solstice, Fusion, etc.
Building envelope & structure	The complete exterior of a building that includes outside walls, windows, doors, and roof including related guttering. Structure includes foundation, framing, and support walls/columns.
Custodial equipment	Equipment depending on need that may include: floor scrubbers/sweepers, vacuums, carpet extractors, pressure cleaners, hazardous waste specialty equipment, cleaning carts, etc.
Fire protection	Fire suppression systems such as: sprinkler systems, fire pumps, backflow preventers, etc. and fire notification systems, such as smoke alarm, flow monitoring, fire alarms, and fire protection monitoring services.
Floor cleaning	Depending on floor type, vacuuming, sweeping, mopping, buffing/polishing, stripping, & sealer application, deep carpet cleaning, pile lifting/restoration,
General cleaning	Per Appendix C.
HVAC	Energy supply, heat and cooling generating systems, air distribution systems, terminal and package units
Inspection services	Site/building inspection as pertaining to planning, design, and/or construction as part of determining maintenance work to perform or to inspect work performed is meeting county standards and agreements.
Interior finishes	Interior walls, floor, and ceiling finishes, stairs & railings, partitions, interior doors, fittings (toilet partitions & lockers), fireplace mantles, flooring
Lawn care	Mowing, edge trimming, aerating, fertilizing, over seeding, pest control, and watering, removing fallen leaves and excess grass clippings and other yard waste. Care for trees, shrubs and flowers may also include adding/replacing mulch and peat moss, weeding, and pruning.
Mechanical/electrical/plumbing	HVAC, electric service supply, electrical service distribution, building lighting & branch wiring, communications and security wiring, other electrical systems (service ground, lighting protection, transfer switches, emergency lighting fixtures, system batteries/chargers, UPS battery, and communication components) Plumbing fixtures, domestic water distribution, sanitary waste, rain water drainage, other plumbing systems (gas, oxygen, anesthesia, compressed air)
Recycling services	Removal of aluminum, plastic, paper & cardboard and moving to a location where recycler will pick up.
Site mechanical utilities	Water supply including storage tanks, fire hydrants, and post indicator valves, fuel distribution and their related storage tanks.
Site/pavement	Parking lots, pedestrian paving, & development such as fence/gate, flag poles, etc.
Snow removal & ice treatment	Parking lot, private drive, sidewalk and entry way snow removal and providing the materials, equipment, and labor for ice treatment.
Special equipment	Lab, Automotive, Other (Loading dock, Dishwasher, Residential Waste disposal, Waste handling, Dust collector, pump systems, darkroom dryers)
Walkways & parking care	General cleaning, sweeping, and blowing of pedestrian walkways and parking lot.
Window cleaning	

This Memorandum of Understanding (MOU) to take effect January 1, 2022, memorializes the agreement between the Board of Directors of the Johnson County Library ("Library") and the Johnson County Facilities Management Department ("Facilities Department") for the Library to outsource management of Library custodians as well as the maintenance of Library buildings to the Facilities Department. This MOU supersedes any and all previous memoranda regarding the subject matter contained herein.

SECTION ONE:

1. The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.
2. The Facilities Department has expertise in the planning, design, renovation, construction, and maintenance of public facilities, custodial services and fleet management.
3. The Library governs all Library owned and leased buildings and properties in the Johnson County Library system. The Library and the Facilities Department agree to cooperate to provide the finest Library facilities and the best possible service for Library staff and patrons.
4. The Library has been and intends to continue to make use of the Facilities Department's expertise, particularly in planning, design, renovation and construction projects, including pending projects associated with the Comprehensive Library Master Plan. The Library and the Facilities Department accordingly agree that on such projects the Department will provide the Library consultation and management services on the overall planning, coordination, and control of project(s) from beginning to completion, aimed at meeting the Library's requirements in order to produce functionally and financially viable project(s) (hereinafter "Services"). Such Services shall include planning; budgeting; consultant and contractor relationships; and implementation and management of consultant and contractor agreements and consultant and contractor payments on such projects.
5. The Facilities Department will complete work utilizing three (3) Full Time Employees (FTE) to work on capital and operating projects. The Library agrees to provide budget funding to support these positions and any agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.
6. The Facilities Department will complete cleaning and custodial services of Library facilities utilizing seventeen (17) FTE. The Library agrees to provide budget funding to support these positions and any agreed upon additional FTE's throughout the term

of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Facilities Department.

7. The Facilities Department will complete maintenance of Library facilities utilizing five (5) FTE . The Library agrees to provide budget funding to support these positions and any agreed upon additional FTE's throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Department.
8. The positions funded by the Library, as described in paragraphs 5, 6 and 7 shall have their primary responsibilities providing to the Library the services described in Appendix A. The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Department or the County.
9. In addition to the FTE positions funded by the Library, as described in paragraphs 5, 6 and 7, FAC will utilize additional staff, equivalent to 2.1 FTE's, to support these positions. The Library agrees to provide budget funding to compensate FAC for time spent by these additional FAC staff supporting the FTE's.
10. The Facilities Department will provide courier services for the Friends of the Johnson County Library. The Library agrees to provide budget funding for the FAC resources needed to provide these services, as they are utilized.

SECTION TWO: FACILITIES DEPARTMENT'S RESPONSIBILITIES.

1. Standard of Service: Ensure that Library buildings are cleaned to the County standard set forth by the Facilities Department and as outlined in Appendix A and provide the expertise and consultation and management services described in section 1.4 above.
 - a. Evaluate needs and make recommendations to the Library regarding staffing needs.
 - b. Evaluate and make recommendations for facilities improvements that have not been made.
 - c. Provide Performance Measurement reports on a quarterly basis.
2. Hiring: Perform hiring tasks as needed.
3. Supervision: Provide supervision and management of all staff transferred to the Facilities Department.
4. Training: Ensure proper training of all facilities positions.
5. Uniforms and Supplies. The Facilities Department is responsible for purchasing custodial and maintenance uniforms and supplies.

6. Contracts: Include the Library in appropriate contracts for facilities needs and maintenance
7. Budget Planning: The Facilities Department will work with the Library annually to review and plan for budget requests on the Library's budget cycle.
8. Fleet Maintenance: The Facilities Department is responsible for management of the Library's fleet. Services are described in Appendix B.
 - a. Manage the maintenance of all Library vehicles
 - b. Manage the life cycle replacement of all Library vehicles
9. Custodial Services: The Facilities Department is responsible for management of the Library's cleaning. Services are described in Appendix C.
 - a. Manage the cleaning of all Library facilities
10. Courier Services: The Facilities Department is responsible for management of the courier services provided for the Friends of the Johnson County Library book donations program.
11. Sheriff's Office: Additional Facilities responsibilities with regards to security service procedures are outlined in the Library's MOU/SLA with the Johnson County Sheriff's Office (SHR). The SHR's SLA with JCL is included in Appendix D for reference.
12. Communication: Facilities Department representatives will attend meetings with Library staff as needed or as appropriate to maintain a strong level of communication.
 - a. Liaison: Facilities will provide a liaison to the Library to act as a point of contact for any questions, concerns, policy interpretation, etc.

SECTION THREE: LIBRARY'S RESPONSIBILITIES.

1. Budget. The Library agrees to provide FTEs and appropriate funds to cover all related costs as it relates to the management of Library facilities.
2. Building Access. The Library shall provide security key cards to Facilities' supervisors as needed to access all Library facilities during their tenure and be granted appropriate access in order to assess the quality of work of Library custodians and contract custodial services.
3. Communication. Library Staff will attend meetings with Facilities Department representatives as needed or as appropriate to maintain a strong level of communication.
 - a. Liaison: the Library will provide a liaison to Facilities to act as a point of contact for any questions, concerns, policy interpretation, etc. This Liaison is the Associate Director for Branch Services.

SECTION FOUR: MISCELLANEOUS.

1. This MOU shall begin January 1, 2022 and run through December 31, 2022 unless the agreement is terminated by either party, in writing, with no less than 30-day's notice. This MOU may be renewed for additional one-year terms upon the approval of the Library and the Facilities Department.
 - a. Appendix A Service Level Agreement between JCL and FAC
 - b. Appendix B Service Level Agreement - Fleet
 - c. Appendix C Service Level Agreement - Custodial
 - d. Appendix D Service Level Agreement – Sheriff (For Reference)
2. 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, the Library is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.
3. This Agreement represents the entire agreement between the parties with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the parties regarding the same.

Director, Johnson County Facilities Date
Management Department

Johnson County Manager Date

Johnson County Librarian Date

Chair, Board of Directors of the Date
Johnson County Library

SERVICE LEVEL AGREEMENT BETWEEN JCL AND FAC

Effective Date: January 1, 2022

Locations and Organization(s) Covered

Organization(s)	Archibus Building Code	Address (Street, City, Zip)
JCL Antioch Library	JCLANTIO	8700 Shawnee Mission Pkwy, Merriam, KS 66202
JCL Blue Valley Library	JCLBLVAL	9000 W 151 st St, Overland Park, KS 66221
JCL Cedar Roe Library	JCLCEDAR	5120 Cedar St, Roeland Park, KS 66205
JCL Central Resource Library	JCL_CRL	9875 W 87 th St, Overland Park, KS 66212
JCL Corinth Library	JCLCORIN	8100 Mission Rd, Prairie Village, KS 66208
JCL DeSoto Library	JCLDESOT	33145 W 83 rd St, DeSoto, KS 66108
JCL Edgerton Library	JCLEGDER	319 E Nelson St, Edgerton, KS 66021 (<i>leased facility</i>)
JCL Gardner Library	JCLGRDN	137 E Shawnee St, Gardner, KS 66030
JCL Lackman Library (vacant)	JCLLACKM	15345 W 87 th St Pkwy, Lenexa, KS 66215
JCL Leawood Pioneer Library	JCLLEAWD	4700 Town Center Dr, Leawood, KS 66209
JCL Lenexa City Center Library	JCLLENEX	8778 Penrose Ln, Lenexa, KS 66219
JCL Monticello Library	JCLMNTCL	22435 W 66 th St, Shawnee, KS 66226
JCL Oak Park Library	JCLOAKPK	9500 Bluejacket Dr, Overland Park, KS 66214
JCL Shawnee Library	JCLSHWNE	13811 Johnson Dr, Shawnee, KS 66216
JCL Spring Hill Library	JCLSPGHL	109 S Webster St, Spring Hill, KS 66083
JCL Library Support Services	JCL_SSB	6235 Slater St, Merriam, KS 66202

Background

The Johnson County Library Board and the Johnson County Board of County Commissioners approved a memorandum of understanding (MOU) agreement whereby the County Facilities Management department (FAC) will provide facilities management services for the Johnson County Library (JCL) organization. FAC will staff and manage the facilities services program including renovations, operating, repairs and maintenance for JCL's buildings and grounds. Edgerton Library is leased, and Facilities will abide by the Library's agreement with the City of Edgerton and only perform services for items that are not covered by that lease. JCL will provide all necessary funding.

Funding

Funding is in accordance with the terms of the MOU agreement between the Library Board and the BOCC.

Conflict Resolution

In case of conflict, JCL and FAC agree the right parties will have a Crucial Conversation to get any issues into the open and discuss in a productive and positive way. The goal is to settle on a plan and path to resolution in order to be able to move forward and grow in our relationship. This may take one Crucial Conversation, or it may take several. We believe the relationship is worth the effort.

APPENDIX A

Responsibility Matrix:

Building/Site	Maintain and/or Install and/or Replace	Notes/Exceptions
Building envelope & structure	FAC	
Interior finishes	FAC	
Mechanical/electrical/plumbing	FAC	
Fire alarm & suppression systems	FAC	Security Operations Division of the Sheriff's office is interested in attending annual walk-thrus (need clarification as to which)
Special equipment – <i>Note any special equipment requiring maintenance and/or replacement coverage</i>	FAC	Facilities will maintain all items attached to the building for the purpose of the building. Includes Fire Extinguishers and Washers/Dryers for custodial use. Does not include AEDs, First Aid Kits or preventative maintenance on built-in eyewash stations
Library program specific equipment & systems (A/V, material sorters, conveyors, etc.)	JCL	FAC can trouble-shoot & advise; maintenance and replacement funding by JCL.
Site utilities	FAC	Monitoring and trends
Site/pavement	FAC	JCL does not own all parking lots; need to consult before doing any work
Flag replacement	FAC	
Flags: placing at half-mast	JCL	Responsibility of Branch Managers since they are onsite.

Security and Access Control	Maintain	Notes/Exceptions
Card readers and panels	JCL	In conjunction with SHR and PSS
Surveillance cameras/equipment	JCL	In conjunction with SHR and PSS
Building security alarm system	JCL	In conjunction with SHR and PSS
Locksmith services/re-keying	FAC/SHR	FAC will create/provide the keys. JCL will provide 1-2 personnel/points of contact to manage distribution of keys. Potential use of Archibus for "Create Key" problem type. Requires approvals by Associate Directors or PSS
Physical key security/inventory control	JCL/SHR	PSS's responsibility.
Keys for contract custodial staff	FAC	FAC has installed separate key boxes for this purpose.
Subject Matter Expert (SME) for Security and Access Control for buildings and sites	SHR	FAC to bring in SHR as an SME for new construction and renovations

Maintenance Services	Responsibility	Notes/Exceptions
Preventative maintenance program	FAC	
On-demand maintenance service	FAC	
Tools & equipment	FAC	

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Minor furniture moving	FAC	At times, with conversation and planning. Preference is to use MSI/separate contractor.
Program-related repairs and assembly	JCL	
Meeting room setups	JCL	

Grounds and Snow Removal	Responsibility	Notes/Exceptions
Lawn (mowing, weed control)	FAC	
Landscaping maintenance	FAC	Excluding Lenexa Library, (City of Lenexa contracts out the work)
Fencing	FAC	
Sidewalk & parking maintenance	FAC	
Snow removal & ice treatment	FAC	Excluding Lenexa Library, (JCL contracts with City of Lenexa for this service)
Curbside Services at branches	JCL	JCL determines when to cease Curbside Services in case of extreme weather
Monticello: Green Roof Maintenance	FAC	Service Contract
Monticello: Native Grass Maintenance	FAC	FAC to maintain or hire a service contract to maintain

Custodial Services	Responsibility	Notes/Exceptions
SEE APPENDIX C		
General custodial duties	FAC	Per Appendix C:
Bio-cleaning response	FAC	JCL staff to follow process and notification procedures/protocol for initial response to minimize/control spread.
Infestations	FAC	FAC can handle isolated staff areas and can consult/assist as needed when JCL needs to hire outside assistance.
Project cleaning (carpet, stripping, sealing)	FAC	Including walk-off carpet and mats
Custodial equipment	FAC	May require additional funding initially to bring up to standard
Custodial supplies/chemicals for the building/facility	FAC	
Custodial supplies for programs/the public	JCL	E.g. sanitizing wipes for wipe stands at the public computers
Restroom stock; paper, consumables	FAC	
Toilet Accessories	FAC	Replace ones that are damaged through normal operations, projects to handle installing new.
Exterior window washing	FAC	Excluding Lenexa Library (City of Lenexa contracts this work out, JCL pays bill. JCL working on amending Maintenance agreement with the City of Lenexa to include this work automatically.)
Interior windows and window treatments	FAC	
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Office reconfiguration	FAC	
Furniture replacement (Plan, program, projects, purchasing, inventory management across system)	FAC	
Furniture Reconfiguration: Movable furniture, fixtures or other equipment that have no permanent connection to the structure of the building. This includes systems furniture, ancillary furniture, appliances and wall-mounted and floor-mounted fixtures/work tools.	FAC	
Engineering studies	FAC	In conjunction with FAC Maintenance
Design Standards	FAC	
Interior/exterior signage	FAC	Wayfinding, code signage, endcaps on shelving. Note: Exterior Building Signage is in the CRP. With all signage, FAC will work in consultation with CX.
Physical Security Projects	SHR	SHR to work closely with FAC for budgeting and implementation purposes.
Physical ADA compliance projects	FAC	
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Driver's list upkeep	JCL	
Branding / Logos on vehicles	JCL	

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Building pest control & supplies	FAC	
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Warehouse services	FAC	The intention is to provide space to store JCL's warehoused furnishings.
Surplus assets	FAC	Furniture, IT Equipment, Vehicles, etc. Surplus items are also intended to go to the county warehouse per county purchasing policy and procedures.
Towing cars	JCL	
HR/Staffing of FM resources	FAC	
Maintenance staff uniforms	FAC	
Routine & specialized staff training	FAC	
Technology (PCs, cell phones, mileage, etc.)	FAC	
Vendor management of Facilities Management services	FAC	
Workplace Safety Coordinators	JCL	
Vehicles dedicated to Facilities	FAC	
Courier Services	FAC	Intended use for the Friends of JCL book donations program

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All Managers Meetings	FAC	Attend as needed for specific agenda items
New Employee Orientation (NEO) - Attendance	FAC	New employees to attend Sean/Tricia & Facilities sessions along with Controlling the building/patron code of behavior, etc.
NEO – Facilities Info Session - Presenting	FAC	FAC will lead this class for new JCL staff to familiarize them with the work we do. The Building Engineer, Custodial Supervisor, Interiors Project Manager and Architectural Project Managers to co-present.
JCL's Crucial Conversations Classes - Attendance	FAC	PMs, Building Engineer (BE), Custodial Supervisor

APPENDIX A

StrengthsFinder Classes	FAC	PMs, Building Engineer, Custodial Supervisor
Trimester Reports	FAC	Report out for maintenance and custodial
Branch Manager Meetings	FAC	Attend as needed for specific agenda items
Systemwide Manager Meetings	FAC	Attend as needed for specific agenda items
Admin Project Touchbases	FAC	All PMs to attend; this is where FAC-led work is discussed with the Ad-Team. BE to attend as needed.
Admin Meetings (Regular)	FAC	Attend as needed for specific agenda items
JCL Legal Counsel Project Meetings	FAC	All PMs to attend; this is where FAC-led work is discussed with the JCL's Legal Counsel and Ad-Team.
JCL Board Meetings	FAC	All PMs to attend
Notes:		
Refer to the MOU agreement between the County and the Library Board for additional appendices		

Emergency Contact Information

During County Operating Hours (M-F 8 am to 5 pm)

FAC Emergency contact name: _____

FAC Emergency contact phone: _____

After Hours

FAC Emergency contact name: _____

FAC Emergency contact phone: _____

Authorization Signatures

Director, Johnson County
Facilities Management Dept.

Johnson County Librarian

Date

Date

Glossary of Terms

AED	Automated External Defibrillator: Portable electronic device with simple instructions that can be used by almost anyone to save the life of someone who has suffered a heart attack.
Alarm monitoring services	This is a monthly service to one or more monitoring companies for various alarm systems such as burglar, fire, and elevator. Notes should specify if the same entity is not responsible for all 3 systems.
Appliances	Appliances include but are not limited to refrigerators, washers and dryers, dishwashers, stove/ovens, microwaves, and freezers. They are generally not permanently attached to the building but may be essential to operation of kitchens, break areas, and where regular laundry services are required.
A/V	Audio-Visual: Screens, computers, data and A/V cabling, projectors, inputs, speakers, Crestron, Solstice, Fusion, etc.
BE	Building Engineer: Person employed by Facilities Management group to oversee the maintenance of JCL buildings and manage Maintenance staff.
Building envelope & structure	The complete exterior of a building that includes outside walls, windows, doors, and roof including related guttering. Structure includes foundation, framing, and support walls/columns.
Custodial equipment	Equipment depending on need that may include: floor scrubbers/sweepers, vacuums, carpet extractors, pressure cleaners, hazardous waste specialty equipment, cleaning carts, etc.
Fire protection	Fire suppression systems such as: sprinkler systems, fire pumps, backflow preventers, etc. and fire notification systems, such as smoke alarm, flow monitoring, fire alarms, and fire protection monitoring services.
Floor cleaning	Depending on floor type, vacuuming, sweeping, mopping, buffing/polishing, stripping, & sealer application, deep carpet cleaning, pile lifting/restoration,
General cleaning	Per Appendix C.
HVAC	Energy supply, heat and cooling generating systems, air distribution systems, terminal and package units
Inspection services	Site/building inspection as pertaining to planning, design, and/or construction as part of determining maintenance work to perform or to inspect work performed is meeting county standards and agreements.
Interior finishes	Interior walls, floor, and ceiling finishes, stairs & railings, partitions, interior doors, fittings (toilet partitions & lockers), fireplace mantles, flooring
Lawn care	Mowing, edge trimming, aerating, fertilizing, over seeding, pest control, and watering, removing fallen leaves and excess grass clippings and other yard waste. Care for trees, shrubs and flowers may also include adding/replacing mulch and peat moss, weeding, and pruning.
Mechanical/electrical/plumbing	HVAC, electric service supply, electrical service distribution, building lighting & branch wiring, communications and security wiring, other electrical systems (service ground, lighting protection, transfer switches, emergency lighting fixtures, system batteries/chargers, UPS battery, and communication components) Plumbing fixtures, domestic water distribution, sanitary waste, rain water drainage, other plumbing systems (gas, oxygen, anesthesia, compressed air)
PM	Project Manager: Person employed by Johnson County Facilities Management group to manage JCL projects.
PSS	Physical Security Specialist: Person employed in the Sheriff's Office, hired to handle identified areas of safety and security for JCL
Recycling services	Removal of aluminum, plastic, paper & cardboard and moving to a location where recycler will pick up.
SHR	Johnson County Sheriff's Office
Site mechanical utilities	Water supply including storage tanks, fire hydrants, and post indicator valves, fuel distribution and their related storage tanks.
Site/pavement	Parking lots, pedestrian paving, & development such as fence/gate, flag poles, etc.
Snow removal & ice treatment	Parking lot, private drive, sidewalk and entry way snow removal and providing the materials, equipment, and labor for ice treatment.
Special equipment	Lab, Automotive, Other (Loading dock, Dishwasher, Residential Waste disposal, Waste handling, Dust collector, pump systems, darkroom dryers)
Walkways & parking care	General cleaning, sweeping, and blowing of pedestrian walkways and parking lot.

SERVICE LEVEL AGREEMENT - FLEET

Johnson County Fleet Services Division and
Johnson County Library

This document is a Service Level Agreement (SLA) between Johnson County Fleet Services, a Division of Johnson County Facilities (The Provider) and the Johnson County Library (Customer). Its purpose is to clearly identify the expectations of the Customer and the Provider.

FLEET MANAGEMENT SERVICES**FLEET SERVICES**

- Set-up and maintain all vehicle records and provide vehicle inventory and maintenance data reports to Customer as defined by its request
- Develop and support Monthly Management reports outlining fleet management activities
- Manage monthly customer invoicing for goods and services provided by fleet services
- Maintain automated fuel systems
- Draft and coordinate vehicle specifications
- Work with Customer to execute purchases of vehicles and equipment either through Purchase Order, (PO) or BOCC Resolution
- Liaise with vendors and Customer to ensure specifications are met and costs are controlled
- Provide licensing services for fleet owned vehicles and equipment
- Process Asset Disposal documents
- Dispose of used equipment to maximize Return on Investment (ROI)
- Provide Fleet Management Software FMS training and support to Customer as necessary
- Continually monitor fleet industry changes to include, out-sourced maintenance, lease v. own strategies, and best in class strategies
- Partner with Treasury and Financial Management (TFM) staff to effectively track and manage assets and the Asset Management Database
- Establish and manage a fleet rate structure to recover 100% of Fleet Services operating costs.
- Manage the Johnson County Vehicle & Equipment Replacement Fund (VERF), and the Vehicle and Equipment Replacement Procedures (VERP)
- Manage Customer fleet vehicles and equipment from “cradle to grave”

CUSTOMER DEPARTMENT/DIVISION

- Provide accurate data to Fleet Services regarding vehicle assignments and usage
- Identify a Point of Contact, (POC) for fleet related issues and discussions
- Openly discuss vehicle requirements and needs
- Direct all vendor inquiries to Fleet Services
- Review and advise functionality and needs for Monthly Management reports
- Analyze monthly report data for (and identify) inaccuracies
- Manage fleet assets as if they were your own
- Report all accidents to Fleet Services and follow all procedures as identified by the TFM, Fleet Safety Manual
- Partner with Fleet Services to ensure your service needs are being addressed
- Operate and manage fleet assets globally, “What is best for Johnson County”

- Notify Fleet Services of changes to your vehicle inventory or assets that may impact this agreement
- Understand and support the Johnson County Vehicle & Equipment Replacement Procedures (VERP)

FLEET MAINTENANCE SERVICES

FLEET SERVICES

- Provide professional maintenance services as transparent to end user as possible
- Maintain all fleet maintenance records
- Assign **Customer** a designated Fleet Services Representative (FSR) as a primary point of contact for any issue regarding maintenance or repair of your fleet vehicle
- Designate each vehicle to a Fleet Management Center (FMC) to serve as a home for your vehicle maintenance needs and to provide authorization for repairs from external vendors
- Develop and maintain Preventive Maintenance, (PM) programs
- Maintain cost controls and efficiencies
- Consult with Customer on maintenance turn-around times and repair expectations
- Identify out-source opportunities to provide efficient and effective maintenance activities
- Analyze out-sourced options as necessary to meet Customer expectations and time lines
- Liaise with vendors and Customer to ensure custodial control over cost and maintenance process
- Communicate with Customer regarding vehicle maintenance activities
- Discuss and seek authorization from Customer for high dollar repairs
- Perform all safety related repairs prior to returning vehicle/equipment to Customer
- Complete work as promised

CUSTOMER DEPARTMENT/DIVISION

- Create a primary Point of Contact, (POC) for fleet maintenance discussions
- Support maintenance initiatives
- Ensure vehicle and equipment are available for Preventive maintenance activities
- Report accurate odometer readings to your FSR each time a vehicle is fueled. Odometer readings are automated thru Wright Express fuel card transactions and at County owned/operated fuel sites, all other fuel transactions must be emailed directly to your FSR
- Support Fleet Services vendor networks
- Ensure that all invoices for external vehicle services are copied to Customer FSR
- Review monthly Fleet Maintenance reports.
- Analyze monthly report data and identify inaccuracies.
- Manage fleet assets as if they were your own
- Identify service gaps
- Conduct only those maintenance tasks authorized by Fleet Services. Authorization from your FSR and/or FMC is required for any maintenance purchases.

GENERAL STATEMENTS

- Fleet Services is the primary management source and service provider for all Customer fleet assets.
- Fleet Services will continually add value to Customer
- Customer personnel will support processes and procedures
- Both parties will review Performance Measurements

REVIEW AND MODIFICATION

The primary contacts or their designees shall meet and review service quality and service levels on a quarterly basis. The SLA may be modified at any time with the consent of both parties. An Amendment is the method used to modify the basic Service Level Agreement.

COMPENSATION AND BILLING

- Fleet Service will bill Customer annually utilizing cost allocation. Cost allocation will be established as a part of the budget development process and communicated to Customer prior to the finalization of the budget. Parts, labor, external services, and fleet overhead costs are included in the allocation. Vehicle purchases and original vehicle equipment (including upfitting costs) are charged against the vehicle and equipment replacement fund and are not considered as part of the maintenance and repair cost allocation.
- Fleet Services will direct bill Customer. Customer will be billed for parts, labor, and a percentage of Fleet Services general overhead.
- Vehicles/equipment will be purchased through the Vehicle and Equipment Replacement Fund (Johnson County Fund 3020) following guidelines set forth in the Johnson County Vehicle & Equipment Replacement Procedures.

FLEET SERVICES CONTACT INFORMATION

FLEET ADMINISTRATION

Chris Butler; Fleet Manager

Chris.butler@jocogov.org

913-715-0738

Cell: 913-207-2062

Brian Dowling; Fleet Analyst

Brian.Dowling@jocogov.org

913-715-1118

Cell: 913-223-1027

SERVICE CENTER

Dan Comtesse (FSR)

Dan.Comtesse@jocogov.org

913-715-8671

Cell: 913-708-1750

Todd Rew (FSR)

Todd.Rew@jocogov.org

913-715-8345

Cell: 816-738-5333

SERVICE LEVEL AGREEMENT - CUSTODIAL

Cleaning Tasks and Process/Programs for Johnson County Library Buildings

Chemical Usage and Requirements:

The following list of cleaning supplies / chemicals is preferred by Johnson County;

Hillyard cleaning products: Green Seal Certified

1. EPA Design for the Environment (DFE) Standard for Safer Cleaning Products
2. Eco Logo Program, Third-party certification of environmentally preferable products.
3. UL rated slip resistant

Hillyard Suprox #38 for multipurpose cleaning

Hillyard Top Clean #10 for floor cleaning during non-ice melt season

Hillyard Non-Acid Restroom Disinfectant/cleaner #19 for disinfecting

Hillyard Windo-clean #2 for glass and mirrors

Hillyard Neutralizer #18 for floor cleaning during ice melt season

Hillyard Carpet Prespray #14 for carpet extraction

Hillyard Carpet Spotter #15 for spot removal on carpet

Hillyard Carpet pH Rinse for use in clean water tank for extraction of carpets

Microfiber: (color code system must be used suggested as follows)

Red cloth for urinals and toilets

Green cloth for surfaces, dusting, sinks, and counters, etc.

Blue cloth for glass/mirrors

Purple cloth for white boards

Flat mop system for cleaning floors – blue mops

Equipment Requirements:

All equipment used regularly in Johnson County Library buildings from the beginning of the contract must be new equipment. Vacuums and other cleaning equipment must be certified by the Carpet & Rug Institute, CRI. The equipment must meet Green “LEED” requirements since many of the JOCO buildings are certified “LEED” facilities. All equipment shall be continually serviced, cleaned, and replaced when needed to maintain its efficiency and professional appearance, including the replacement of vacuum bags and filters regularly. A written service plan and schedule for all equipment must be provided in writing to include who will be responsible to care for the equipment and how replacement equipment and supplies will be provided. All equipment will need prior inspection and authorization for the Johnson County Library buildings by manager of Johnson County Facilities Management Department or assigned manager; and all cleaning chemicals, products and equipment can be required to be changed or stopped usage of by the manager of Johnson County Facilities Management or assigned manager upon their opinion the item does not meet or provide the quality results required.

Additional Background/Security requirements: Some Johnson County Library buildings require additional background/fingerprinting along with training to be authorized to enter and clean these

buildings, as of current there are two backgrounds in place: (Johnson County reserves the right to add additional backgrounds as needed).

1. Sheriff's Background/fingerprinting, along with this background once cleared there is a KJVIS training required before authorized to enter the buildings needing this background. (Paperwork taken with to designated location to be turned into sheriff's staff at time of fingerprinting, appointment for fingerprinting and KJVIS training will be set up through Johnson county manager.
2. Johnson county Mental Health background, paperwork required to be submitted before custodian will be allowed to enter and clean. (Paperwork turned into Johnson County Manager for submittal.)
3. All custodial Staff entering a Johnson County Library building to perform work need to display a Johnson county Access card and be wearing a contract custodial uniform shirt (contract custodial company t-shirt, etc.) always while in the building. (Not to be worn outside of work or building).

Quality Control/Levels of Cleaning Requirements:

The following cleaning level APPA standards will be used and expected to be followed maintaining a level 2 or higher (level 1 is top of scale).

Level 1 – Orderly Spotlessness

Level 1 establishes cleaning at the highest level. This would be considered show-quality cleaning for that prime facility. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors and base moldings shine and /or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers are empty, clean, and odor-free.

Level 2 – Ordinary Tidiness

Level 2 is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms, and similar type facilities are not acceptable. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
 - Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
 - Trash containers are empty, clean, and odor-free.

Level 3 – Casual Inattention

Level 3 reflects the first budget cut, or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an

unacceptable level of cleanliness. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors are swept clean, but upon close observation dust, dirt, and stains, as well as a buildup of dirt, dust, and/or floor finish in corners and along walls, can be seen.
- There are dull spots and/or matted carpet in walking lanes, and streaks and splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.
- All fixtures are clean.
- Trash containers are empty, clean, and odor-free.

Level 4 – Moderate Dinginess

Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People beginning to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good “spring cleaning.” *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors are swept clean but are dull. Colors are dingy, and there is an obvious buildup of dust, dirt, and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks that will be difficult to remove.
- Fixtures are dingy.
- Trash containers have old trash and are stained and marked. Trash cans smell sour.

Level 5 – Unkempt Neglect

Level 5 is the final and lowest level, “just-in time cleaning.” The facility is always dirty, with cleaning accomplished at an unacceptable level. *(The following are basic examples and should not be used as a complete indication of all work/task being evaluated)*

- Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy, and there is a conspicuous buildup of dirt, dust, and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.
- Fixtures are dirty with dust balls, flies, etc.
- Trash containers overflow and are stained and marked. Trash containers smell sour.

Inspection sheets:

Written inspection sheets will be provided by the manager of Johnson County Facilities Management or the assigned supervisor showing deficiencies, improvements needed, suggestions, comments to meet the quality standards required of the contract/scope of work to the Contract management on a regular basis this will include positive feedback also.

Non-Performance Recourses: (contract custodial buildings only)

1. Definition: "Services" as used in this clause, includes services performed, workmanship and quality, and materials furnished or used in the performance of services.
2. The Manager of Johnson County Facilities Management or assignee for each agency/department has the right to inspect and test all services called for by the contract, to the extent practicable always and places during the term of the contract.
3. If any services do not conform to the contract requirements, the County may require the Contractor to perform the services again in conformity and quality with the contract requirements, at no increase in contract amount. An inspection check sheet of any deficiencies will be presented to the contractor by the Manager of Johnson County or assignee. When the service deficiencies are not corrected within three days by re-performance, the county may:
 - a. Require the contractor to take the necessary actions to ensure that future performance conforms to contract requirements.
 - b. Assess a financial penalty, based on the percent of deficiencies identified to the contracted work for the facility.
4. If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the contract requirements, the county may:
 - a. By contract or otherwise, perform the services and charge to the contractor any cost incurred by the county that is directly related to the performance of such service; or
 - b. Terminate the contract for default.
5. No-show days will be deducted from monthly payments and may be cause for cancellation of the contract.

Contingency/coverage plan:

A written plan of coverage and contingency to cover open and unexpected call offs needs to be in writing and provided to Johnson County Facilities Management Manger or assigned manager. Also, a written plan of occupancy of positions (custodians assigned to which buildings) in all buildings needs to be provided and updated through the assigned Johnson County manager. Immediate notification of any termination of contract custodian must be communicated to assigned Johnson County Manager for deactivation of access card, and all access cards must be returned to assigned Johnson County Manager.

General scope/specifications for cleaning room types (Tasks and Frequency):

Restrooms:

Daily Tasks:

Spray all fixtures, dispensers, high touch areas such as door handles, light switches, etc. with disinfectant (allow 10 min. dwell time or indicated dwell time per disinfectant).

Spot disinfect walls, partitions, vertical and horizontal surfaces.

Empty trash, spot clean trash container and reline.

Check, empty, and reline sanitary napkin receptacles.

Check and refill all dispensers.

Damp wipe sinks and counters, and the outside of fixtures/dispensers.

Scrub urinals and toilets with bowl swab or brush also wipe the outsides of the toilets and urinals (flush to rinse).

Clean mirrors.

Sweep or vacuum floors

Damp mop floor (with floor cleaner).

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Wipe completely and disinfect walls and partitions.

Disinfect trashcans and sanitary napkin receptacles.

Mop floors with disinfectant solution.

Pour water or provided enzyme down floor drains.

Break Rooms/Kitchens:

Daily Tasks:

Spray sinks, counters, drinking fountains, high touch areas such as door handles, light switches, etc. with disinfectant (allow 10 min dwell time or indicated dwell time per disinfectant).

Empty trash and recycle containers, spot clean, and reline.

Refill dispensers.

Wipe down tables, chairs, counters, sinks, drinking fountains, light switches, and door handles.

Wipe off fridge, coffee makers, and microwave (inside and outside of microwave).

Vacuum carpet or wet mop tile (VCT) floor

Weekly Tasks:

Dust high and low areas to include ledges, vents, fridges, and lights.

Remove mineral spots from sinks and drinking fountains.

Disinfect and clean trash and recycle containers.

Disinfect door handles and doors.

Spot clean glass and vertical surfaces (walls)

Disinfect tile (VCT) floor.

Conference Rooms, Meeting Rooms, and Interview Rooms, class rooms:

Daily Tasks:

Empty trash and recycle cans (community recycle only), spot clean, and reline.

Disinfect and wipe counters, tables, chairs, sinks, drinking fountains, door handles, and light switches.

Wipe off microwave and fridge (inside and outside of microwave if one is present).

Refill dispensers.

Clean chalk and white board tray. (Erase and clean board upon request only).

Vacuum or wet mop (with floor cleaner) depending on floor type.

Spot clean carpets and vertical surfaces (walls)

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and door handles.

Clean glass.

Clean and Dust blinds.

Fitness Room:

Daily Tasks:

Empty trash and recycle containers, spot clean, and reline.

Wipe down and disinfect equipment and counters.

Disinfect light switches and door handles.

Spot clean mirrors.

Wet mop floor with disinfectant.

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and handles.

Clean mirrors.

Dance Studio:

Daily Tasks:

Empty trash and recycle containers, spot clean, and reline.

Wipe down and disinfect equipment and counters.

Disinfect light switches and door handles.

Spot clean mirrors.

Sweep/dust mop floor

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and handles.

Clean mirrors.

Offices/Cubicles:**Daily Tasks:**

Empty trash and recycle containers (community recycle only), spot clean, and reline.

Wipe chairs, fingerprints on open areas (we don't move anything on desks, shelves, or tops of cubes).

Disinfect door handles and light switches.

Vacuum carpet.

Spot clean carpet

Weekly Tasks:

Dust high and low areas to include ledges, vents, lights, and filing cabinets (we don't move anything on desks, shelves, or tops of cubes, etc.).

Disinfect doors and door handles.

Disinfect Trash containers.

Hallways/Lobbies/ Stairwells/Vestibules/Entrances:**Daily Tasks:**

Empty trash containers, spot clean, and reline.

Clean benches, counters, disinfect public phones, fountains, switches.

Spot clean glass, elevators including doors and vertical surfaces (walls).

Vacuum carpets and rugs.

Dust mop stairwells and clean hand rails.

Sweep, dust mop, or vacuum hard floor surface

Wet mop edges

Auto scrub open areas

Remove spots on floor

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash containers.

Clean elevators and doors.

Wet mop stairs

Clean glass and window ledges

Exam Rooms and Evaluation Rooms:**Daily Tasks:**

Empty trash and recycle cans (community recycle only), spot clean, and reline.

Disinfect and wipe counters, tables, chairs, sinks, drinking fountains, door handles, and light switches. (Do not clean Exam tables, nursing staff takes care of it)

Wipe off microwave and fridge (inside and outside of microwave if one is present).

Refill dispensers.

Clean chalk and white board tray. (Erase and clean board upon request only).

Vacuum, dust mop, and wet mop (with floor cleaner) depending on floor type.

Spot clean carpet if present and vertical surfaces (walls).

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Disinfect trash and recycle containers.

Disinfect doors and door handles.

Clean glass, window ledges, and blinds.

Remove hard water/calcium buildup on sinks and water fountains.

Custodial Closets and Storage: (All custodial closets should always be kept organized and clean and should meet the same standards as all other areas per the defined APPA standard as indicated in contract above.)

Daily Tasks:

Empty trash containers, spot clean, and reline; remove trash and debris

Disinfect door handles and light switches

Organize and clean equipment and chemicals for storage

Check inventory on paper supplies and report needs

Sweep or vacuum floor

Spot clean floors

Weekly Tasks:

Dust high and low areas to include ledges, vents, and lights.

Wet mop floors

Monthly Tasks:

Deep scrub floors or as needed

Floor care plan and Special Projects:

*General Frequency for floor work – based on manufacture Warranty and service specification (always refer to Manufactures Specifications and use proper chemicals.

Carpet

Vacuum per the following frequency: (depending on usage, traffic, type of usage frequency could be more often)

Heavy Traffic areas (Lobbies, Hallways, Cafeteria, etc.) – Daily

Medium traffic areas (Office areas, Conference rooms, etc.) – Twice a week

Light traffic areas (executive Offices, meeting rooms, etc.) – Once a week

Spot vacuum – Daily

Edge Vacuum – Per above frequency

Extraction per the following frequency:

Deep (hot water extraction) – Annually

Interim extraction – Six Months from Annual deep clean

Traffic Lanes – Quarterly

Entrances/Matting extracted after each Snow event/ice melt

Spot Removal – Daily

Hard Floor Surfaces (VCT, Quarry Tile, Porcelain Tile, Ceramic Tile, Nora Flooring, Low maintenance flooring, Polished concrete)

General care:

Swept/vacuumed – Daily

Wet Mopped or Auto scrubbed – Daily

Edge mopped -- Daily

Spot removal – Daily (should be removed as soon as they can be after the spill)

Buffing/Spray Buffing -- Quarterly or depending on floor traffic and usage

Deep Scrub of Ceramic, Porcelain Tile, or Quarry Tile – Monthly depending on Usage and Traffic

Deep Scrub and recoat or Strip and reseal – Annually (for any floor with Seal or finish on it.)

Nora flooring or low maintenance flooring – cleaned per specifications usually scrubbed with slow speed monthly or quarterly depending on traffic and then can be buffed.

Wood Floor Surface – (Dance studio floor)

Sweep or dust mop – Daily

Vacuum using the bare floor setting (back pack vacuum) – Weekly

Damp mop with mixture of vinegar and water – Weekly

Clean with recommended wood flooring cleaner – Monthly

Maintenance coat – every 3 -5 years

Sand and refinish – every few decades – (this will be negotiated as extra cost or performed in house).

Plyron Flooring – (Theater and studio floors)

Sweep or dust mop – Daily

Vacuum using the bare floor setting (back pack vacuum) – Weekly

Damp mop with vinegar and water or approved neutral cleaner – Weekly

Clean with recommended wood flooring cleaner – Monthly

Maintenance coat – every 3 -5 years (this will be negotiated as extra cost or performed in house) (floor will be painted often).

Specialties:**Lobby or Public furniture**

Cleaned, vacuumed, disinfected – Daily

Spot removal -- Daily

Deep cleaned/extracted -- yearly

Exterior Windows – (inside and outside to include screens if present)

Will be scheduled and cleaned twice a year – early spring and late fall

Trash

Reline / relining trash receptacles – replace trash liner per the following: Food or liquid in trash, torn liner, soiled liner

Training Requirements: Training of Contract custodial staff is the responsibility of the Contract Company and must meet or exceed the following requirements and be defined in writing.

1. Blood borne Pathogen – all custodial staff including managers must be trained
2. PPE – All custodial Staff including Managers must be trained
3. HAZCOM – All Custodial Staff including Manager must be trained
4. Global Harmonization (GHS) – All custodial Staff including Managers must be trained
5. CITS/CIMS training courses or Hillyard training courses – All custodial Staff including Managers.
6. Shadow training/mentor training program – All Custodial Staff
7. Floor care training program (Hillyard or equal) – All Custodial Staff providing this type of work.
8. Equipment training program – all custodial staff providing the service using equipment
9. Documented/certification program for body fluid and blood clean up.

SERVICE LEVEL AGREEMENT BETWEEN Johnson County Library and Sheriff:**January 1, 2022****Locations and Organization(s) Covered**

Organization(s)	Archibus Building Code	Address (Street, City, Zip)
JCL Antioch Library	JCLANTIO	8700 Shawnee Mission Pkwy, Merriam, KS 66202
JCL Blue Valley Library	JCLBLVAL	9000 W 151 st St, Overland Park, KS 66221
JCL Cedar Roe Library	JCLCEDAR	5120 Cedar St, Roeland Park, KS 66205
JCL Central Resource Library	JCL_CRL	9875 W 87 th St, Overland Park, KS 66212
JCL Corinth Library	JCLCORIN	8100 Mission Rd, Prairie Village, KS 66208
JCL DeSoto Library	JCLDESOT	33145 W 83 rd St, DeSoto, KS 66108
JCL Edgerton Library	JCLEGDER	319 E Nelson St, Edgerton, KS 66021 <i>(Edgerton Library is a leased facility, and the Sheriff will abide by the Library's agreement with the City of Edgerton and only perform services that are not covered by that lease. JCL will provide all necessary funding.)</i>
JCL Gardner Library	JCLGRDN	137 E Shawnee St, Gardner, KS 66030
JCL Lackman Library (vacant)	JCLLACKM	15345 W 87 th St Pkwy, Lenexa, KS 66215
JCL Leawood Pioneer Library	JCLLEAWD	4700 Town Center Dr, Leawood, KS 66209
JCL Lenexa City Center Library	JCLLENEX	8778 Penrose Ln, Lenexa, KS 66219
JCL Monticello Library	JCLMNTCL	22435 W 66 th St, Shawnee, KS 66226
JCL Oak Park Library	JCLOAKPK	9500 Bluejacket Dr, Overland Park, KS 66214
JCL Shawnee Library	JCLSHWNE	13811 Johnson Dr, Shawnee, KS 66216
JCL Spring Hill Library	JCLSPGHL	109 S Webster St, Spring Hill, KS 66083
JCL Library Support Services	JCL_SSB	6235 Slater St, Merriam, KS 66202

Background

The Johnson County Library Board and the Sheriff's Office approved a memorandum of understanding (MOU) agreement whereby the Johnson County Sheriff's Office (SHR) will provide physical security services for Johnson County Library (JCL). A Physical Security Specialist (PSS) will be assigned to manage physical safety and security issues for JCL and will be managed by SHR. This position will coordinate physical security services in conjunction with Library staff.

Funding

Funding is in accordance with the terms of the MOU agreement between the Library Board and the Sheriff's Office. One FTE will be assigned to SHR to coordinate physical security services for JCL. JCL will fund salary, training, and technology needs for this position.

Conflict Resolution

In case of conflict, JCL and SHR agree the right parties will have a Crucial Conversation to get any issues into the open and discuss in a productive and positive way. "Crucial Conversation" is defined to mean a meeting or conference call in which three JCL and three SHR representatives participate, entitled "Library Meetings & Attendance," of this Appendix A. The representatives will follow the "Crucial Conversations" process as outlined in the Book entitled, Crucial Conversations: Tools for Talking when

Stakes are High. The goal is to settle on a plan and path to resolution in order to be able to move forward and grow in our relationship. This may take one Crucial Conversation, or it may take several. We believe the relationship is worth the effort. If this does not work, formal mediation may be required.

Responsibility Matrix

Access Controls	Maintain and/or Install and/or Replace	Notes/Exceptions
Manage card access system	SHR	Work with JCL IT and FAC as needed. Includes vendor management, hardware, software, building access schedules, weather and holiday closures
Create new key cards for new employees	SHR/JCL	PSS is responsible for initiating; Will hire clerical support on the JCL side to assist with this
Assign key card parameters	SHR	Assign appropriate parameters for staff/volunteers/vendors with Library key cards
Create ID badges	SHR/JCL	JCL and PSS work together to create staff badges; Locations with Genetec will have combined security and ID badge
Follow procedures for key card usage and distribution	SHR	Create user parameters as well as procedures for obtaining and returning
Physical key security/inventory control	SHR/JCL /FAC	Locksmith services/re-keying by FAC; Physical key security/inventory control by JCL. PSS will create physical keys procedure and conduct inventory periodically
Keys for contract custodial staff	JCL/FAC	FAC has installed separate key boxes for this purpose.
Establish standards in policy and procedure for building automated access	SHR	Work with Library Administration (or delegates) to develop, maintain, and review (on aregular schedule) policy and procedures related to access controls for all Library buildings and other County locations

Security	Maintain	Notes/Exceptions
Maintain and monitor surveillance cameras/equipment	SHR	In consultation with JCL
Placement of security cameras in branches	SHR	Coordinate with JCL IT and FAC in terms of data and wiring
Intrusion system(s) (motion sensor, glass break sensor, door and window contacts, alert through alarm central)	SHR	Liaise with vendor on JCL behalf
Alarm monitoring: fire, elevator	FAC	Facilities manages this: SHR would be interested in attending annual walk-throughs
Maintain alarm codes procedures	SHR	Works with vendor to manage security codes and maintain list of contacts (coordinate list with JCL and FAC as needed)
Managing security-related vendor relationships/contracts	SHR	Primary contact - reviewing reports, bills, contracts, service level agreements
Incident Report Database	SHR	JCL has custom database; desire to find commercial solution
Security Guards	JCL	JCL will retain the one security guard in December Board Report employment to monitor Central Resource Page 145

APPENDIX D

		Library. JCL will consult with SHR should a decision be made about filling vacant positions. SHR should work with JCL security regarding training and SOP

Training for JCL	Responsibility	Notes/Exceptions
Create and deliver a JCL New Employee Orientation session	SHR	1 hour session for JCL new employees on safety and security at JCL
Controlling the Building	SHR	Work with JCL Learning and Development to update curriculum
Verbal De-escalation	SHR	Part of Controlling the Building curriculum
Incident report writing	SHR	Create and maintain guidelines on incident report writing and train staff; tied to Controlling the Building
Building-specific training for Managers	SHR/FAC	Know where gas, power, water are located in case of an emergency (include Risk Management in this conversation)
Active Shooter	SHR	
Stop the Bleed /AED/CPR	SHR	In coordination with MedAct
Workplace Safety coordination and tracking	JCL	PSS works with JCL to coordinate schedules and training if needed
Fire and Tornado Drills	JCL	PSS work with JCL to coordinate schedules and training if needed

Planning, Design, & Construction	Responsibility	Notes/Exceptions
Liaison with PDC team in FAC for new construction input and/or requested physical changes to spaces	SHR	
Identify exterior site security issues and suggest ways to correct	SHR	Makes requests of JCL and FAC to correct
Coordinate and implement security assessment findings	SHR	First report completed in 2020. Work with JCL and FAC to create comprehensive budgets and implement approved projects
Review each location to re-assess safety and security issues every two years	SHR	

Emergency Management Services	Responsibility	Notes/Exceptions
COOP/COG	JCL/EMC	JCL will keep this for now. SHR will assist as needed to update plans
Changes to building closures outside of normal hours: doors, alarms	SHR	Coordinate with vendor
Physical Security hardware	SHR	If systems go offline; work with IT or vendor as necessary
Building intrusion alarms	SHR	After hours alarms

General/Miscellaneous	Responsibility	Notes/Exceptions
HR/Staffing issues	SHR	CSO manages this position

APPENDIX D

Technology (PCs, cell phones, mileage, etc.)	SHR	Funded by JCL; managed by JIMS
Special events	SHR	JCL will contract with SHR or third party vendor to cover special events if security is needed

Library Meetings & Attendance	Responsibility	Notes/Exceptions
Operations		PSS attends as needed when relevant (i.e. project prioritization)
All Managers Meetings		Attend as needed for specific agenda items
JCL's Crucial Conversations Classes - Attendance		PSS attends this class
StrengthsFinder Classes		PSS attend when class available
Trimester Reports		Reports out for state of safety and security every four months in conjunction with other department presentations
Branch Leadership Team Meetings		Attend as needed for specific agenda items
System-wide Manager Meetings		Attend as needed for specific agenda items
CX team meetings		Attend as needed for specific agenda items
Admin Meetings (Regular)		Attend as needed for specific agenda items
JCL Board Meetings		Presents annual security presentation to the board; not necessary to attend the rest of the year unless a relevant topic comes up; introduce to the Board upon hire
Notes:		
Refer to the MOU agreement between the County and the Library Board for additional appendices		

FOR REFERENCE

Authorization Signatures

Calvin Hayden, Sheriff, Johnson County Kansas

Sean Casserley, Johnson County Librarian

Date

Date

FOR REFERENCE ONLY

Glossary of Terms

ACS	Vendor currently contracted by JCL to cover building access, alarm monitoring, and some building systems for HVAC
Admin (Administration Team)	Library's executive Leadership Team – includes County Librarian, Deputy, Associate Directors, Development Dept head, and Finance Director
AED	Automated External Defibrillator: Portable electronic device with simple instructions that can be used by almost anyone to save the life of someone who has suffered a heart attack.
Alarm monitoring services	This is a monthly service to one or more monitoring companies for various alarm systems such as burglar, fire, and elevator. Notes should specify if the same entity is not responsible for all 3 systems.
Appliances	Appliances include but are not limited to refrigerators, washers and dryers, dishwashers, stove/ovens, microwaves, and freezers. They are generally not permanently attached to the building but may be essential to operation of kitchens, break areas, and where regular laundry services are required.
A/V (Audio-Visual)	Screens, computers, data and A/V cabling, projectors, inputs, speakers, Crestron, Solstice, Fusion, etc.
BLT (Branch Leadership Team)	BLT includes all Branch Managers, and Assistant Branch Managers
Building envelope & structure	The complete exterior of a building that includes outside walls, windows, doors, and roof including related guttering. Structure includes foundation, framing, and support walls/columns.
CSO (Chief Security Officer)	Sheriff staff person in charge of safety and security program for Johnson County Government
CX (Customer Experience)	Arm of the organization that focuses on customer experience – includes IT, Communications, and Project Development
Fire protection	Fire suppression systems such as: sprinkler systems, fire pumps, backflow preventers, etc. and fire notification systems, such as smoke alarm, flow monitoring, fire alarms, and fire protection monitoring services.
HVAC	Energy supply, heat and cooling generating systems, air distribution systems, terminal and package units
Inspection services	Site/building inspection as pertaining to planning, design, and/or construction as part of determining maintenance work to perform or to inspect work performed is meeting county standards and agreements.
Mechanical/electrical/plumbing	HVAC, electric service supply, electrical service distribution, building lighting & branch wiring, communications and security wiring, other electrical systems (service ground, lighting protection, transfer switches, emergency lighting fixtures, system batteries/chargers, UPS battery, and communication components) Plumbing fixtures, domestic water distribution, sanitary waste, rain water drainage, other plumbing systems (gas, oxygen, anesthesia, compressed air)
PSS (Physical Security Specialist)	Person hired to handle identified areas of safety and security for JCL

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 9, 2021

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

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

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

Alternatives: No alternatives to recommend at this time.

Legal Review: Reviewed by counsel.

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

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective the 1st day of January, 202~~0~~²⁰, memorializes the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Department of Human Resources (Human Resources Department).

RECITALS

A. The Johnson County Library (the Library) is one of the finest library systems in the United States, having been awarded a National Medal for Museum and Library Service, given by the Institute of Museum and Library Science to institutions that “demonstrate extraordinary and innovative approaches to public service, exceeding the expected levels of community outreach.”

B. The Johnson County Human Resources Department possesses outstanding expertise in human resources management, including expertise in best practices and legal compliance with regard to human resources matters. Staff members of the Human Resources Department are noted for their commitment to professionalism and high-quality service, and their skill in dealing with human resources issues.

C. In 1979, the Library began to transfer certain personnel management issues to the county predecessor of the Human Resources Department for handling.

D. In 1984, the Library and the Board of County Commissioners agreed on the form of new governance legislation for the Library. That legislation was adopted in the 1984 session of the legislature, signed into law by the governor, and became effective January 1, 1985.

E. The new governance legislation provided, among other things, “Any action taken by the library board or its county librarian shall be subject to the following provisions established by the board of county commissioners . . . (1) Personnel policies and procedures for employees other than elected officials; (2) any pay plan and benefits for all county employees other than elected officials . . .” Those provisions were subsequently embodied in K.S.A. 12-1225b (b)(1) and (2).

F. Since January 1, 1985, the Library and the Human Resources Department have worked collaboratively to implement county human resources policies and to deal with human resources issues.

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

The parties accordingly agree to the terms set forth below.

TERMS OF UNDERSTANDING

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

After consultation with the County Librarian, the Human Resources Department may reassign staff dedicated to the Library at any time when reassignment is in the best interest of the Human Resources Department, Library or Johnson County, but, at all times, there will be two (2) staff responsible for providing services to the Library.

- b. The Library shall be responsible for providing adequate funding to cover the full, budgeted costs for the two (2) staff positions transferred to the Human Resources Department, and the Library agrees that such funding shall be transferred from the Library budgeted funds to the County General Fund for the benefit of the Human Resources Department for budget year 202~~21~~2. Such funding shall include the entire salary, including any salary increases; benefits and other employment related costs; professional expenses, including dues and educational expenses (to include up to one human resources conference annually); information technology equipment as is typically utilized by Human Resources for such positions; and office chairs. The Human Resources Department shall determine the salary, salary increases and appropriate professional expenses for the dedicated staff. None of these costs shall be prorated based upon time spent by dedicated staff on Human Resources Department or County projects. The Human Resources Department at its expense shall provide the infrastructure, in the form of office space and supplies sufficient for the dedicated staff to perform their duties.
4. The Human Resources Department shall supervise the Human Resources staff dedicated to the Library. The Library is expected to provide timely feedback related to performance of Human Resources staff assigned to the Library.
5. K.S.A. 12-1225b(5) provides that “in Johnson County, the library board shall . . . employ and terminate the employment of” the County Librarian consistent with the policies of the Board of County Commissioners. Nothing in this MOU shall be construed as in any way limiting the library board’s statutory authority with respect to the employment or evaluation of the County Librarian.
6. This MOU shall remain in effect through December 31, 202~~2~~2, at which time it may be renewed by the parties.
7. Upon termination of this MOU, the two (2) staff positions transferred from the Library to the Human Resources Department as part of this MOU shall be transferred back to the Library. In the event such transfer occurs prior to the end of a calendar year, the County shall transfer the funds budgeted for the positions from the County General Fund to the Library Operating Fund.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
SIGNATURES FOLLOW ON NEXT PAGE***

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

By _____
Maury Thompson
Interim-Director, Johnson County Department
of Human Resources

By _____
Sean Casserley
Johnson County Librarian

By _____
Penny Postoak Ferguson
County Manager

By _____
Bethany Griffith
Chair, Board of Directors of
Johnson County Library

Approved as to Form:

Approved as to Form:

By _____
Denise M. Howard
Assistant County Counselor

By _____
Fred J. Logan, Jr.
Counsel to the Board of Directors of the
Johnson County Library

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RECITALS

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B. The Johnson County Human Resources Department possesses outstanding expertise in human resources management, including expertise in best practices and legal compliance with regard to human resources matters. Staff members of the Human Resources Department are noted for their commitment to professionalism and high-quality service, and their skill in dealing with human resources issues.

C. In 1979, the Library began to transfer certain personnel management issues to the county predecessor of the Human Resources Department for handling.

D. In 1984, the Library and the Board of County Commissioners agreed on the form of new governance legislation for the Library. That legislation was adopted in the 1984 session of the legislature, signed into law by the governor, and became effective January 1, 1985.

E. The new governance legislation provided, among other things, “Any action taken by the library board or its county librarian shall be subject to the following provisions established by the board of county commissioners . . . (1) Personnel policies and procedures for employees other than elected officials; (2) any pay plan and benefits for all county employees other than elected officials . . .” Those provisions were subsequently embodied in K.S.A. 12-1225b (b)(1) and (2).

F. Since January 1, 1985, the Library and the Human Resources Department have worked collaboratively to implement county human resources policies and to deal with human resources issues.

G. The Library and the Human Resources Department wish to continue their collaboration and achieve greater efficiencies by expanding the human resources services provided by the Human Resources Department to the Library and supporting the continued transfer of certain library human resources positions to the Human Resources Department to help provide those services.

The parties accordingly agree to the terms set forth below.

TERMS OF UNDERSTANDING

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2. The Human Resources Department will provide all of the required, standard Human Resources services to the Library, and the Library agrees to utilize those services, including, but not limited to, classification and compensation, recruitment, employee relations and employment investigations including those related to claims of harassment, discrimination, retaliation, threats of violence or other misconduct, training pertaining to human resources issues, management of requests for accommodation under the Americans with Disabilities Act, absence management and tracking leave usage, and all other services the Human Resources Department typically provides to other agencies and departments of the County (hereinafter "Services"). Any claims involving the County Librarian may be referred to outside counsel for investigation at the expense of the Library. Services shall not include library-specific training or processing of payroll unless otherwise agreed to in writing by the parties.
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- b. The Library shall be responsible for providing adequate funding to cover the full, budgeted costs for the two (2) staff positions transferred to the Human Resources Department, and the Library agrees that such funding shall be transferred from the Library budgeted funds to the County General Fund for the benefit of the Human Resources Department for budget year 2022. Such funding shall include the entire salary, including any salary increases; benefits and other employment related costs; professional expenses, including dues and educational expenses (to include up to one human resources conference annually); information technology equipment as is typically utilized by Human Resources for such positions; and office chairs. The Human Resources Department shall determine the salary, salary increases and appropriate professional expenses for the dedicated staff. None of these costs shall be prorated based upon time spent by dedicated staff on Human Resources Department or County projects. The Human Resources Department at its expense shall provide the infrastructure, in the form of office space and supplies sufficient for the dedicated staff to perform their duties.
4. The Human Resources Department shall supervise the Human Resources staff dedicated to the Library. The Library is expected to provide timely feedback related to performance of Human Resources staff assigned to the Library.
5. K.S.A. 12-1225b(5) provides that “in Johnson County, the library board shall . . . employ and terminate the employment of” the County Librarian consistent with the policies of the Board of County Commissioners. Nothing in this MOU shall be construed as in any way limiting the library board’s statutory authority with respect to the employment or evaluation of the County Librarian.
6. This MOU shall remain in effect through December 31, 2022, at which time it may be renewed by the parties.
7. Upon termination of this MOU, the two (2) staff positions transferred from the Library to the Human Resources Department as part of this MOU shall be transferred back to the Library. In the event such transfer occurs prior to the end of a calendar year, the County shall transfer the funds budgeted for the positions from the County General Fund to the Library Operating Fund.

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By _____
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Approved as to Form:

Approved as to Form:

By _____
Denise M. Howard
Assistant County Counselor

By _____
Fred J. Logan, Jr.
Counsel to the Board of Directors of the
Johnson County Library

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: December 9, 2021

Issue: Partnership with the Sheriff's Office

Suggested Motion: I move the Johnson County Library Board of Directors approves the Memorandum of Understanding between Johnson County Library and the Sheriff's Office for the year 2022.

Background:

In July of this year, the Library Board approved the partnership with the Sheriff's Office to manage our physical security. This includes key card access for staff, volunteers, and vendors; security cameras; and intrusion / panic alarms.

Over the last six months the Library and Sheriff's office have hired a Physical Security Specialist. He has reviewed policies and procedures, is working closely with Facilities and Library staff to implement new key card systems, is reviewing the security assessments of the branches, and is reviewing training opportunities for JCL staff. We feel the partnership is going well so far.

Proposal:

We recommend the continuation of this partnership for the following year.

Alternatives:

We do not continue the partnership.

Legal Review:

Our legal team has reviewed the MOU and the Service Level Agreement.

Budget Approval:

Continued financial support of the one FTE to act as the Physical Security Specialist.

Recommendation

Approve this agreement and allow the Library to move forward with this partnership. The MOU will be reviewed annually to ensure the agreement is still viable.

MEMORANDUM OF UNDERSTANDING: JOHNSON COUNTY LIBRARY AND SHERIFF

This Memorandum of Understanding (MOU) to take effect ~~July 8, 2021~~January 1, 2022, memorializes the agreement between the Board of Directors of the Johnson County Library ("Library") and the Johnson County Sheriff's Office ("Sheriff") for the Library to outsource management of Library physical security and safety to the Sheriff's Office. This MOU supersedes any and all previous memoranda regarding the subject matter contained herein.

SECTION ONE:

1. The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.
2. The Sheriff has expertise in safety and physical security, evaluation of facilities to assess safety and security risks, and expertise in training staff regarding a variety of security-related issues. The Sheriff is working to coordinate physical security efforts for all departments and agencies across the County.
3. The Library governs all Library owned and leased buildings and properties in the Johnson County Library system. The Library and the Sheriff agree to cooperate to provide the finest Library facilities and the best possible service for Library staff and patrons.
4. The Library intends to make use of the Sheriff's expertise, particularly in safety and physical security standard operating procedures, including building access, security cameras, alarm and intrusion systems and property protection. The Library and the Sheriff accordingly agree that the Sheriff will provide the Library consultation and management services on the overall planning, coordination, and control of security-related project(s) and issues. Such services shall include planning; budgeting; consultant and contractor relationships; and implementation and management of consultant and contractor agreements and consultant and contractor payments on such projects.
5. The Sheriff will complete work utilizing one (1) Full Time Employee (FTE) to support the Library in their physical security needs. (Physical Security Specialist- PSS) The Library agrees to provide budget funding to support this position and additional FTE's, as agreed upon in writing by the parties, throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Sheriff.
6. The positions funded by the Library, as described in paragraph 5 shall have their primary responsibilities providing to the Library the services described in Appendix A. The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Sheriff or the County.

SECTION TWO: SHERIFF'S RESPONSIBILITIES.

1. Standard of Service: Ensure that Library security standards meet the County standard set forth by the Sheriff and as outlined in Appendix A and provide the expertise and consultation and management services described in section 1.4 above.
 - a. Evaluate needs and make recommendations to the Library regarding safety and physical security.
 - b. Evaluate and make recommendations for facilities improvements that have not been made.
 - c. Provide Performance Measurement reports on a quarterly basis.
2. Confidentiality: In regards to Library data, Sheriff will abide by the Library's policy, ARM 20-20-20 - Confidentiality of Records.
3. Hiring: Perform hiring tasks as needed.
4. Supervision: Provide supervision and management of all staff transferred to the Sheriff.
5. Training: Ensure proper training of Physical Security Specialist position.
6. Contracts: Include the Library in appropriate contracts for security needs and maintenance
7. Budget Planning: The Sheriff will work with the Library annually to review and plan for budget requests on the Library's budget cycle.
8. Communication. Sheriff representatives will attend meetings with Library staff as needed or as appropriate to maintain a strong level of communication.

SECTION THREE: LIBRARY'S RESPONSIBILITIES.

1. Budget. The Library agrees to provide FTEs, as agreed to in writing by the parties, and appropriate funds to cover all related costs as it relates to the management of Library facilities.

The Library ~~will create~~has created a cost center dedicated to safety and security. This cost center will provide funding for hardware, software, contractual services, and other miscellaneous needs.

2. Clerical Support. The Library will provide clerical support to the PSS as needed, specifically around the creation and maintenance of building access key cards.
3. Liaison. The Library will provide a liaison to the Sheriff to act as a point of contact for any questions, concerns, policy interpretation, etc. This liaison will be the Associate Director for ~~Branch~~ Services.

SECTION FOUR: MISCELLANEOUS.

1. This MOU shall begin ~~July 8, 2021~~January 1, 2022 and run through December 31, 2024 unless the agreement is terminated by either party, in writing, with no less than 30-day's notice. This MOU may be renewed for additional one-year terms upon the approval of the Library and the Sheriff.
 - a. Appendix A Service Level Agreement between JCL and SHR
2. 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, the Library is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.
3. This Agreement represents the entire agreement between the parties with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the parties regarding the same.

Signature	Date
Sheriff, Calvin Hayden, Johnson County, Kansas	

Signature	Date
Sean Casserley, Johnson County Librarian	

Signature	Date
Bethany Griffith, Chair, Board of Directors of the Johnson County Library	

APPENDIX A

SERVICE LEVEL AGREEMENT BETWEEN Johnson County Library and Sheriff:

January 1, 2022 July 8, 2024

Locations and Organization(s) Covered

Organization(s)	Archibus Building Code	Address (Street, City, Zip)
JCL Antioch Library	JCLANTIO	8700 Shawnee Mission Pkwy, Merriam, KS 66202
JCL Blue Valley Library	JCLBLVAL	9000 W 151 st St, Overland Park, KS 66221
JCL Cedar Roe Library	JCLCEDAR	5120 Cedar St, Roeland Park, KS 66205
JCL Central Resource Library	JCL_CRL	9875 W 87 th St, Overland Park, KS 66212
JCL Corinth Library	JCLCORIN	8100 Mission Rd, Prairie Village, KS 66208
JCL DeSoto Library	JCLDESOT	33145 W 83 rd St, DeSoto, KS 66108
JCL Edgerton Library	JCLEDGER	319 E Nelson St, Edgerton, KS 66021 (<i>Edgerton Library is a leased facility, and the Sheriff will abide by the Library's agreement with the City of Edgerton and only perform services that are not covered by that lease. JCL will provide all necessary funding.</i>)
JCL Gardner Library	JCLGRDN	137 E Shawnee St, Gardner, KS 66030
JCL Lackman Library (vacant)	JCLLACKM	15345 W 87 th St Pkwy, Lenexa, KS 66215
JCL Leawood Pioneer Library	JCLLEAWD	4700 Town Center Dr, Leawood, KS 66209
JCL Lenexa City Center Library	JCLLENEX	8778 Penrose Ln, Lenexa, KS 66219
JCL Monticello Library	JCLMNTCL	22435 W 66 th St, Shawnee, KS 66226
JCL Oak Park Library	JCLOAKPK	9500 Bluejacket Dr, Overland Park, KS 66214
JCL Shawnee Library	JCLSHWNE	13811 Johnson Dr, Shawnee, KS 66216
JCL Spring Hill Library	JCLSPGHL	109 S Webster St, Spring Hill, KS 66083
JCL Library Support Services	JCL_SSB	6235 Slater St, Merriam, KS 66202

Background

The Johnson County Library Board and the Sheriff's Office approved a memorandum of understanding (MOU) agreement whereby the Johnson County Sheriff's Office (SHR) will provide physical security services for Johnson County Library (JCL). A Physical Security Specialist (PSS) will be assigned to manage physical safety and security issues for JCL and will be managed by SHR. This position will coordinate physical security services in conjunction with Library staff.

Funding

Funding is in accordance with the terms of the MOU agreement between the Library Board and the Sheriff's Office. One FTE will be assigned to SHR to coordinate physical security services for JCL. JCL will fund salary, training, and technology needs for this position.

Conflict Resolution

In case of conflict, JCL and SHR agree the right parties will have a Crucial Conversation to get any issues into the open and discuss in a productive and positive way. "Crucial Conversation" is defined to mean a meeting or conference call in which three JCL and three SHR representatives participate, entitled "Library Meetings & Attendance," of this Appendix A. The representatives will follow the "Crucial Conversations" process as outlined in the Book entitled, Crucial Conversations: Tools for Talking when

APPENDIX A

Stakes are High. The goal is to settle on a plan and path to resolution in order to be able to move forward and grow in our relationship. This may take one Crucial Conversation, or it may take several. We believe the relationship is worth the effort. If this does not work, formal mediation may be required.

Responsibility Matrix

Access Controls	Maintain and/or Install and/or Replace	Notes/Exceptions
Manage card access system	SHR	Work with JCL IT and FAC as needed. Includes vendor management, hardware, software, building access schedules, weather and holiday closures
Create new key cards for new employees	SHR /JCL	PSS is responsible for initiating; Will hire clerical support on the JCL side to assist with this Ability to print key cards in house — clerical support person to handle the task
Assign key card parameters	SHR	Assign appropriate parameters for staff/volunteers/vendors with Library key cards
Create ID badges	SHR /JCL	Done by CX — look to improve this process for safety JCL and PSS work together to create staff badges; Locations with Genetec will have combined security and ID badge
Follow procedures for key card usage and distribution	SHR	There is a paused project at JCL to determine who needs key cards. PSS will serve as a SME on this project Create user parameters as well as procedures for obtaining and returning
Physical key security/inventory control	SHR /JCL /FAC	Locksmith services/re-keying by FAC; Physical key security/inventory control by JCL. PSS will be made aware of all create physical keys <u>procedure and conduct inventory periodically and be provided a set of keys</u>
Keys for contract custodial staff	JCL/FAC	FAC has installed separate key boxes for this purpose.
Establish standards in policy and procedure for building automated access	SHR	Work with Library Administration (or delegates) to develop <u>and maintain, and review</u> (on a regular schedule) policy and procedures related to access controls for all Library buildings and other County locations

Security	Maintain	Notes/Exceptions
Maintain and monitor surveillance cameras/equipment	SHR	In consultation with JCL
Placement of security cameras in branches	SHR	Coordinate with JCL IT and FAC in terms of data and wiring
Intrusion system(s) (motion sensor, glass break sensor, door and window contacts, alert through alarm central)	SHR	Liaise with vendor on JCL behalf
Alarm monitoring: fire, elevator	FAC	Facilities manages this: SHR would be interested in attending annual walk-throughs
Maintain alarm codes procedures	SHR	Works with vendor to manage security codes and maintain list of contacts (coordinate list with JCL and FAC as needed)

APPENDIX A

Managing security-related vendor relationships/contracts	SHR	Primary contact - reviewing reports, bills, contracts, service level agreements
Incident Report Database	SHR	JCL has custom database; desire to find commercial solution
Security Guards	JCL	JCL will retain the one security guard in employment to monitor Central Resource

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APPENDIX A

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Training for JCL	Responsibility	Notes/Exceptions
Create and deliver a JCL New Employee Orientation session	SHR	1 hour session for JCL new employees on safety and security at JCL
Controlling the Building	SHR	Work with JCL Learning and Development to update curriculum
Verbal De-escalation	SHR	Part of Controlling the Building curriculum
Incident report writing	SHR	Create and maintain guidelines on incident report writing and train staff; tied to Controlling the Building
Building-specific training for Managers	SHR/FAC	Know how to cut where gas, power, water <u>are located in case of an</u> emergency (include Risk Management in this conversation)
Active Shooter	SHR	
Stop the Bleed /AED/CPR	SHR	In coordination with MedAct
Workplace Safety coordination and tracking	JCL	PSSSSC works with JCL to coordinate schedules and training if needed
Fire and Tornado Drills	JCL	PSSSSC work with JCL to coordinate schedules and training if needed

Planning, Design, & Construction	Responsibility	Notes/Exceptions
Liaison with PDC team in FAC for new construction input and/or requested physical changes to spaces	SHR	
Identify exterior site security issues and suggest ways to correct	SHR	Makes requests of JCL and FAC to correct
Coordinate and implement security assessment findings	SHR	First report completed in 2020. Work with JCL and FAC to create comprehensive budgets and implement approved projects
Review each location to re-assess safety and security issues every two years	SHR	

Emergency Management Services	Responsibility	Notes/Exceptions
COOP/COG	JCL/EMC	JCL will keep this for now. SHR will assist as needed to update plans
Changes to building closures outside of normal hours: doors, alarms	SHR	Coordinate with vendor
Physical Security hardware	SHR	If systems go offline; work with IT or vendor as necessary
Building intrusion alarms	SHR	After hours alarms

General/Miscellaneous	Responsibility	Notes/Exceptions
HR/Staffing issues	SHR	CSO manages this position

APPENDIX A

Technology (PCs, cell phones, mileage, etc.)	SHR	Funded by JCL; managed by JIMS
Special events	SHR	JCL will contract with SHR or third party vendor to cover special events if security is needed

Library Meetings & Attendance	Responsibility	Notes/Exceptions
Operations		PSS attends as needed when relevant (i.e. project prioritization)
All Managers Meetings		Attend as needed for specific agenda items
JCL's Crucial Conversations Classes - Attendance		PSS attends this class
StrengthsFinder Classes		PSS attend when class available
Trimester Reports		Reports out for state of safety and security every four months in conjunction with other department presentations
Branch Leadership Team Meetings		Attend as needed for specific agenda items
System-wide Manager Meetings		Attend as needed for specific agenda items
CX team meetings		Attend as needed for specific agenda items
Admin Meetings (Regular)		Attend as needed for specific agenda items
JCL Board Meetings		Presents annual security presentation to the board; not necessary to attend the rest of the year unless a relevant topic comes up; introduce to the Board upon hire

Notes:
Refer to the MOU agreement between the County and the Library Board for additional appendices

APPENDIX A

Authorization Signatures

Calvin Hayden, Sheriff, Johnson County Kansas

Sean Casserley, Johnson County Librarian

Date

Date

APPENDIX A

Glossary of Terms

ACS	Vendor currently contracted by JCL to cover building access, alarm monitoring, and some building systems for HVAC
Admin (Administration Team)	Library's executive Leadership Team – includes County Librarian, Deputy, Associate Directors, Development Dept head, and Finance Director
AED	Automated External Defibrillator: Portable electronic device with simple instructions that can be used by almost anyone to save the life of someone who has suffered a heart attack.
Alarm monitoring services	This is a monthly service to one or more monitoring companies for various alarm systems such as burglar, fire, and elevator. Notes should specify if the same entity is not responsible for all 3 systems.
Appliances	Appliances include but are not limited to refrigerators, washers and dryers, dishwashers, stove/ovens, microwaves, and freezers. They are generally not permanently attached to the building but may be essential to operation of kitchens, break areas, and where regular laundry services are required.
A/V (Audio-Visual)	Screens, computers, data and A/V cabling, projectors, inputs, speakers, Crestron, Solstice, Fusion, etc.
BLT (Branch Leadership Team)	BLT includes all Branch Managers, and Assistant Branch Managers
Building envelope & structure	The complete exterior of a building that includes outside walls, windows, doors, and roof including related guttering. Structure includes foundation, framing, and support walls/columns.
CSO (Chief Security Officer)	Sheriff staff person in charge of safety and security program for Johnson County Government
CX (Customer Experience)	Arm of the organization that focuses on customer experience – includes IT, Communications, and Project Development
Fire protection	Fire suppression systems such as: sprinkler systems, fire pumps, backflow preventers, etc. and fire notification systems, such as smoke alarm, flow monitoring, fire alarms, and fire protection monitoring services.
HVAC	Energy supply, heat and cooling generating systems, air distribution systems, terminal and package units
Inspection services	Site/building inspection as pertaining to planning, design, and/or construction as part of determining maintenance work to perform or to inspect work performed is meeting county standards and agreements.
Mechanical/electrical/plumbing	HVAC, electric service supply, electrical service distribution, building lighting & branch wiring, communications and security wiring, other electrical systems (service ground, lighting protection, transfer switches, emergency lighting fixtures, system batteries/chargers, UPS battery, and communication components) Plumbing fixtures, domestic water distribution, sanitary waste, rain water drainage, other plumbing systems (gas, oxygen, anesthesia, compressed air)
PSS (Physical Security Specialist)	Person hired to handle identified areas of safety and security for JCL

MEMORANDUM OF UNDERSTANDING: JOHNSON COUNTY LIBRARY AND SHERIFF

This Memorandum of Understanding (MOU) to take effect January 1, 2022, memorializes the agreement between the Board of Directors of the Johnson County Library ("Library") and the Johnson County Sheriff's Office ("Sheriff") for the Library to outsource management of Library physical security and safety to the Sheriff's Office. This MOU supersedes any and all previous memoranda regarding the subject matter contained herein.

SECTION ONE:

1. The Library owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225.
2. The Sheriff has expertise in safety and physical security, evaluation of facilities to assess safety and security risks, and expertise in training staff regarding a variety of security-related issues. The Sheriff is working to coordinate physical security efforts for all departments and agencies across the County.
3. The Library governs all Library owned and leased buildings and properties in the Johnson County Library system. The Library and the Sheriff agree to cooperate to provide the finest Library facilities and the best possible service for Library staff and patrons.
4. The Library intends to make use of the Sheriffs expertise, particularly in safety and physical security standard operating procedures, including building access, security cameras, alarm and intrusion systems and property protection. The Library and the Sheriff accordingly agree that the Sheriff will provide the Library consultation and management services on the overall planning, coordination, and control of security-related project(s) and issues. Such services shall include planning; budgeting; consultant and contractor relationships; and implementation and management of consultant and contractor agreements and consultant and contractor payments on such projects.
5. The Sheriff will complete work utilizing one (1) Full Time Employee (FTE) to support the Library in their physical security needs. (Physical Security Specialist- PSS) The Library agrees to provide budget funding to support this position and additional FTE's, as agreed upon in writing by the parties, throughout the term of this MOU by transfer of funds out of the Library Operating Fund to the General Fund for the benefit of the Sheriff.
6. The positions funded by the Library, as described in paragraph 5 shall have their primary responsibilities providing to the Library the services described in Appendix A. The Library recognizes that the personnel in such positions may, from time to time, be assigned tasks or projects for the benefit of the Sheriff or the County.

SECTION TWO: SHERIFF'S RESPONSIBILITIES.

1. Standard of Service: Ensure that Library security standards meet the County standard set forth by the Sheriff and as outlined in Appendix A and provide the expertise and consultation and management services described in section 1.4 above.
 - a. Evaluate needs and make recommendations to the Library regarding safety and physical security.
 - b. Evaluate and make recommendations for facilities improvements that have not been made.
 - c. Provide Performance Measurement reports on a quarterly basis.
2. Confidentiality: In regard to Library data, Sheriff will abide by the Library's policy, ARM 20-20-20 - Confidentiality of Records.
3. Hiring: Perform hiring tasks as needed.
4. Supervision: Provide supervision and management of all staff transferred to the Sheriff.
5. Training: Ensure proper training of Physical Security Specialist position.
6. Contracts: Include the Library in appropriate contracts for security needs and maintenance
7. Budget Planning: The Sheriff will work with the Library annually to review and plan for budget requests on the Library's budget cycle.
8. Communication. Sheriff representatives will attend meetings with Library staff as needed or as appropriate to maintain a strong level of communication.

SECTION THREE: LIBRARY'S RESPONSIBILITIES.

1. Budget. The Library agrees to provide FTEs, as agreed to in writing by the parties, and appropriate funds to cover all related costs as it relates to the management of Library facilities.

The Library has created a cost center dedicated to safety and security. This cost center will provide funding for hardware, software, contractual services, and other miscellaneous needs.

2. Clerical Support. The Library will provide clerical support to the PSS as needed, specifically around the creation and maintenance of building access key cards.
3. Liaison. The Library will provide a liaison to the Sheriff to act as a point of contact for any questions, concerns, policy interpretation, etc. This liaison will be the Associate Director for Branch Services.

SECTION FOUR: MISCELLANEOUS.

1. This MOU shall begin January 1, 2022 and run through December 31, 2022 unless the agreement is terminated by either party, in writing, with no less than 30-day's notice. This MOU may be renewed for additional one-year terms upon the approval of the Library and the Sheriff.
 - a. Appendix A Service Level Agreement between JCL and SHR

2. 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, the Library is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

3. This Agreement represents the entire agreement between the parties with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the parties regarding the same.

Signature	Date
Sheriff, Calvin Hayden, Johnson County, Kansas	

Signature	Date
Sean Casserley, Johnson County Librarian	

Signature	Date
Bethany Griffith, Chair, Board of Directors of the Johnson County Library	

SERVICE LEVEL AGREEMENT BETWEEN Johnson County Library and Sheriff:**January 1, 2022****Locations and Organization(s) Covered**

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APPENDIX A

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Authorization Signatures

Calvin Hayden, Sheriff, Johnson County Kansas

Sean Casserley, Johnson County Librarian

Date

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PSS (Physical Security Specialist)	Person hired to handle identified areas of safety and security for JCL

Briefing Sheet

To: JCL Library Board
From: Sean Casserley
Date: December 9, 2021

Suggested Motion: I move that the Johnson County Library Board of Directors approves the University of Missouri – Kansas City & Johnson County Library memorandum of understanding for the year 2022.

Issue: Formalize the ongoing partnership between the UMKC's Division of Diversity and Inclusion and Johnson County Library on the Martin Luther King Jr. Lecture Series.

Background: Johnson County Library has partnered with UMCK's Division of Diversity and Inclusion to bring prominent speakers to the entire Kansas City Metro the past two years.

Alternatives: Continue an informal relationship with UMKC's Division of Diversity and Inclusion on a year-by-year basis or completely discontinue the partnership.

Legal Review: Reviewed by counsel.

Budget Approval: No budget implications.

Recommendation: To approve the memorandum of understanding with UMKC's Division of Diversity and Inclusion.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Johnson County Election Office memorandum of understanding for the year 2022.

Martin Luther King Jr. Lecture Series MOU – UMKC Division of Diversity Equity & Inclusion and Johnson County Library

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the collaboration and partnership between Johnson County Library (JCL) and the University of Missouri - Kansas City Division of Diversity and Inclusion (UMKC Division of Diversity and Inclusion). The Understanding is designed to formalize and coordinate the partnership for the Martin Luther King Jr. Lecture Series.

Intent of the Martin Luther King Jr. Lecture Series

The Martin Luther King Jr. Lecture Series, honors the contributions of Rosa Parks and Martin Luther King Jr. by furthering civil rights by bringing national thought leaders to the Kansas City Metro and UMKC campus, who provide insight and advocacy to current civil rights issues of education, economic, and justice system inequalities.

Johnson County Library provides access to ideas, information, experiences and materials that support and enrich people's lives. This partnership allows the Library to offer our patrons access to authors and thought leaders that we otherwise might miss due to lecture cost and fees.

Our goal through this lecture series is to encourage UMKC students, staff, faculty, and the Kansas City community to build upon the courageous, non-violent activism of Rosa Parks and Martin Luther King Jr., and to increase awareness of present day avenues to advocate for civil rights through free thought, action, and scholarship.

- **Topics Covered:** Current Civil rights issues of education, economic and justice systemic inequalities.
- **Format:** Lecture or moderated discussion. The main event may be complemented by other smaller events for sponsors/partners when a speaker is amenable to do so.
- **Audience:** UMKC students, staff, faculty, the greater Kansas City Community, Johnson County Library patrons, Race Project KC partner schools and students, and partnering organizations.
- **Timing:** Late January/Early February.

Agency Roles and Responsibilities (as Covid Practices Allow)

UMKC Division of Diversity and Inclusion will:

1. Select Speaker for event by September 1, 2022.
2. Select Moderator for event by September 1, 2022.
3. Negotiate and sign speaker contract by October 1, 2022.
4. Invoice Johnson County Library for monetary support of the event.
5. Arrange additional partnerships for event.
6. Promote event in coordination with JCL's External Communication Manager.
 - a. Marketing coordination meeting to be set.

- b. JCL will be co-host of Facebook event.
 - c. JCL will receive a list from UMKC of promotional channels used for the event.
- 7. Provide promotional materials for event, to include where applicable JCL's logo and with approval by JCL's External Communication Manager.
 - a. Printed posters and flyers
 - b. Digital assets
- 8. Organize registration.

Johnson County Library will:

- 1. Assist and approve selection of speaker for event.
- 2. Assist in selection of moderator for event.
- 3. Provide monetary support to the MLK Jr. Lecture Series, up to \$15,000, dependent upon other partner contributions.
- 4. Provide a welcome statement or concluding statement/thank you at the annual event.
- 5. May offer a coordinating event(s) alongside/in support of the MLK Jr. Lecture Series
- 6. Promote event within applicable Library promotional channels, in coordination with UMKC Division of Diversity and Inclusion.

Sean Casserley
County Librarian

[NAME]
[TITLE]

Signature

Signature

Johnson County Library

University of Missouri-Kansas City,
Division of Diversity and Inclusion

Library

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 9, 2021
Re: Leawood Pioneer Library: Temporary Closure for Painting and Patching

Issue: Consider approving the temporary closure of the Leawood Pioneer Library for up to one week in December-January to complete interior wall patching and painting work.

Suggested Motion: I move to approve the temporary closure of the Leawood Pioneer Library for up to one week in December-January to complete interior wall patching and painting work.

Background: The Leawood Pioneer location has several areas where wall patching and painting is needed. This work is expected to take several days because of the time needed for these products to dry and cure.

Analysis: The materials used in wall patching and painting have certain fumes and odors that are unpleasant and, in some cases, exacerbate undesirable health-related side effects for patrons and staff, though safe, low/no-VOC materials are used. The Library recommends the temporary closure of the Leawood Pioneer location for up to one week for this work to take place and for fumes and odors to dissipate.

Funding Overview: The cost of the work will be funded by our operating budget allocated for facilities repairs.

Alternatives: 1) Not approve the closure which would require this work to be completed at a later date.

Recommendation: To approve the temporary closure of the Leawood Pioneer Library for up to one week in December-January to complete interior wall patching and painting work.

Suggested Motion: I move to approve the temporary closure of the Leawood Pioneer Library for up to one week in December-January to complete interior wall patching and painting work.

Library

To: Johnson County Library Board of Directors
From: Sean Casserley, County Librarian
Date: December 9, 2021
Re: DeSoto Library: Temporary Closure for HVAC work

Issue: Consider approving the temporary closure of the DeSoto Library, for up to one week in December or January to perform HVAC work.

Suggested Motion: I move to approve the temporary closure of the DeSoto Library, for up to one week in December or January to perform HVAC work.

Background: The furnaces and A/C units at the De Soto branch are exceeding their life expectancy and are in need of repairs and upgrades. Newer, more efficient units requiring less maintenance and providing better air quality and comfort will be installed with warranties.

Analysis: The work will require the building's heating system to be offline, therefore closure of the De Soto branch is being recommended to complete this work. The Facilities team is coordinating with contractors to complete the work. The Facilities team is coordinating with De Soto managers and the CX-Communication team, who will update patrons and staff when exact dates are confirmed.

Funding Overview: The work will be funded by our operating budget allocated for facilities repairs.

Alternatives: 1) Not approve the closure plan and wait until later in 2022.

Recommendation: To approve the temporary closure of the DeSoto Library, for up to one week in December or January to perform HVAC work.