

JOHNSON COUNTY LIBRARY

**Board Report
January 11, 2024**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, JANUARY 11, 2024
CENTRAL RESOURCE LIBRARY
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

The public can view the broadcast of the meeting on the Johnson County Library [YouTube Channel](#). 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 kangethep@jocolibrary.org before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board and be made part of the record 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: Written reports presented by Shelley O'Brien, Development Director....4
 - D. Liaison, Board of County Commissioners, Janeé Hanzlick
- IV. Reports
 - A. Board Counsel – Andrew Logan and Fred Logan
 - a) Review addition of policies to address Commercial and Business Activities in the Library and Surveillance Cameras and Dissemination of Images.
 - b) Review the Surplus Policy and Furniture Resolution.
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....7
 - b) Core statistics, Adam Wathen, Associate Director for Branch Services.....12
 - i. Trends in Human Resources, Shala Bloomberg, Human Resources Senior Partner..... 15
 - 2. Comprehensive Library Master Plan – Scott Sime, Lead Project Coordinator
 - a) Merriam Plaza Library.....24
 - i. Move out & Clean out, Nate Hohl, Branch Manager.....28
 - b) Lackman Building Sale Update
 - c) Capital Projects: Timeline Summary.....33
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Leadership in Action (LIA) 2023 Award Winners, Tricia Suellentrop, County Librarian...36
 - b) Prairie Village Conceptual Study Update, Kinsley Riggs, Deputy County Librarian.....41
 - c) Johnson County Purchasing Thresholds Update, Dave Vratny, Finance Director.....43

V.	Consent Agenda	
	A. Action Items:	
	1. Minutes of the December 14, 2023 Regular Library Board meeting.....	49
	2. 2024 renewals of Memoranda of Understanding (MOUs).....	59
	a) City of Edgerton	
	B. Information Items	
	1. Financial and Personnel	
	a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for November 2023 were handled in accordance with library and County policy.	
	b) The November 2023 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.....	64
VI.	Old Business	
	A. Action Item: Consideration of renewal of MOU with the Friends of the Library, Shelley O’Brien, Development Director.....	65
	B. Action Item: Consideration of renewal of MOU with the Library Foundation, Shelley O’Brien, Development Director.....	72
	C. Action Item: Consideration of renewal of MOU with Johnson County Parks & Recreation District on behalf of Johnson County Museum, Jennifer Mahnken, Associate Director for Systemwide Services.....	83
VII.	New Business	
	A. Action Item: Consideration for contract for shelving at Shawnee, Megan Clark, Project Coordinator.....	92
	B. Action Item: Letter of intent to accept broker for RFP for sale of buildings including Lackman building, Dave Vratny, Finance Director.....	97
	C. Informational Item: 2025-2029 Capital Improvement Plan (CIP) Submission, Dave Vratny, Finance Director.....	99
	D. Information Item: Consideration for resolution to surplus furniture from Antioch, Scott Sime, Lead Project Coordinator.....	118
	E. Information Item: Consideration of renewal of MOU with the Johnson County Community College Adult Education, Adam Wathen, Associate Director for Branch Services.....	124
	F. Information Item: ARM 20-80-28 Commercial and Business Activities in the Library and ARM 20-80-27 Study Rooms, Adam Wathen, Associate Director for Branch Services.....	130
	G. Information Item: ARM 20-10-61 Unattended Children and Parental Responsibilities, Adam Wathen, Associate Director for Branch Services.....	135
	H. Information Item: ARM 20-10-12 Facility Closings, Adam Wathen, Associate Director for Branch Services.....	140
	I. Information Item: ARM 10-50-10 Bylaws of the Board of Directors, Kinsley Riggs, Deputy County Librarian.....	145
	J. Information Item: Consideration of renewal of MOU with DTI/AIMS, Ben Sunds, Associate Director for Customer Service.....	159
	K. Information Item: ARM 60-10-30 Surveillance Cameras and Dissemination of Images, Ben Sunds, Associate Director for Customer Service.....	162
VIII.	Executive Session: Personnel Review	
IX.	Adjournment	



Monthly report of the
Johnson County Library Foundation to the
Board of Directors of the Johnson County Library
January 2024

My Book Club is Better than Your Book Club

As noted last month, we are trying some new campaigns to gain more supporters of the Foundation. The newest is “My Book Club is Better than Your Book Club” where Johnson County book clubs can compete for free VIP Library Lets Loose tickets by posting library related pictures on social media. Your book club is invited to join at <https://www.jocolibraryfoundation.org/my-book-club-is-better-than-your-book-club/> January is registration and February the game will start. It will be fun to see all the pictures under the hashtag #MyBookClubJCL.

Matt Stewart is Joining the JCL Foundation on March 21st to Promote New Book

Library lover and Fox 4 Mornings host Matt Stewart is promoting his new book, “The Kansas City Royals, An Illustrated History” at the Lenexa City Center Library on Thursday, March 21st at 6:30 pm. Joining him will be Curt Nelson, Director of the Royals Hall of Fame. They will give a short presentation and talk all things Royals to get you into the baseball spirit one week before opening day. This event is hosted by the JCL Foundation.

Volunteers Leading Library Lets Loose in 2024

JCL Foundation board member Anjali Pandya and volunteer Sarah Page will lead the 2024 Library Lets Loose planning. Anjali works for Clinical Reference Lab as senior IT and product development professional. She has been on the Foundation board for three years and lives in Leawood. Sarah Page is a volunteer from Westwood who sells real estate with Keller Williams, Page Homes KC. Both volunteers are excited to get started working on this wonderful event.



Monthly Report of the
Volunteer Coordinator to the
Board of Directors of Johnson County Library
January 2024

Language Learners Thriving

In fall 2023, we were able to assist 101 non-native English speakers through our Language Learner program. Program offerings included: two virtual Citizenship Classes, three virtual English Language Learner (ELL) classes, six in-person ELL classes, and Conversation Partners for 18 students who did not have someone to practice their English with outside of class time. The Conversation Partner volunteers were excited to hear from their students that they felt like the experience was helping them improve their English verbal communications skills. I'm also excited to report that three students passed their Citizenship tests.

Volunteer Stats

Although final numbers are still being calculated, the library saw rises in volunteering this year. This includes increases in the number of opportunities available (↑ 21%), active volunteers (↑ 11%), and hours served (↑ 11%). Some new volunteer opportunities in 2023 included: *Tabletop Game Nights*, *Genealogy Memory Lab*, *Ambassadors*, *Storytime* logistics, *Homework Help*, and expansion of *Language Learner* services.

Friends Collaboration

The Volunteer Services Coordinator has been working with the Friends of Johnson County Library to help them select a new membership database and communication tool. The Volunteer Services Coordinator has previous experience in this process. The Friends are hoping to make their selection soon and to begin the data migration process in the first quarter of 2024.

Additionally, the Volunteer Services Coordinator has also been working with the Friends' Membership Committee on their outlined goals in the 2023-2025 Friends' Strategic Plan. During the month of December, the Friends sent a membership appeal to active library volunteers who were not current Friends' members. Additionally, the Membership Committee will be hosting two current member focus groups in January. They are hoping to gain important information which may be helpful in recruiting new members.



Monthly Report
of the Friends of Johnson County Library
to the Board of Directors of Johnson County Library
January 2024

Behind the Scenes

We love to share with you all the fun and joyful work we do! Sometimes, our lives are less glamorous. Thanks to active committees and their commitment to the timely completion of our strategic initiatives, we are making changes to many of the tools we use with the goal of increasing efficiency and effectiveness throughout operations.

This includes:

- Migration of our membership and donor data to a new CRM (customer relationship management) database
- Moving to a new project and communications management tool for our board and Executive Director
- Conducting an email systems migration for our Executive Director and operations staff
- Unveiling a revamped Friends website

These projects will keep us busy through the first quarter of 2024.

Notable Donations

Over and over and over, our community continues to show up in support of our mission in remarkable ways. During year-end giving season, we received some unforgettable gifts, including:

- Our first vehicle donation via CARS – a 2008 Ford Taurus! (The donor learned of this new Library support opportunity through December's *Open Book*.)
- A \$1,500 grant in honor of Johnson County Librarians from – no, really – The Human Fund.
- A \$200 gift from Midwest Philatelic Society in appreciation of access to the Library's public resources to conduct their 2023 general meetings. (This group meets monthly at Monticello Library.)

Presenting at ALA

I am delighted to share with you that I will be presenting at the 2024 American Library Association Conference in San Diego. (While I was also accepted as a presenter at the 2023 Conference, I regretfully had to cancel due to a death in my family.) My presentation topic, *Lead Your Friends Organization Through Transformation*, shares many of the lessons learned – delightful and difficult – from the past four years. My hope is that all we've accomplished together can trickle throughout library friends organizations across the country and inspire elevation in the way we think about our roles and responsibilities to the libraries we exist to support.

Respectfully submitted,
Shanta Dickerson
Executive Director

Libraries for All. All for Libraries.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
November 2023
92% of Year Lapsed

OPERATING FUND	Programs	2023 Budget
	Revenue	4,491,024
	Administrative Services	
	Information Technology	
	Collection Development	
	Branch/Systemwide Services	93,943
	Transfer to Capital Projects	1,949,485
	Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES		<u>\$2,043,428</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$2,447,596</u></u>
SPECIAL USE FUND		2023 Budget
	Revenue:	3,619,470
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	138,802
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	3,110,703
	Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES		<u>\$3,249,505</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE		<u><u>\$369,965</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS		<u><u>\$2,817,561</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

November 2023
92% of Year Lapsed

REVENUE ALL FUNDS	2023 Year to Date	2023 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	40,648,142	41,255,380	99%	99%
Ad Valorem Delinquent	-233,130	208,493	-112%	28%
Motor Vehicle	3,416,944	3,537,320	97%	96%
Library Generated - Copying/Printing	82,272	104,359	79%	67%
Library Generated - Overdues / Fees	83,046	506,271	16%	56%
Sale of Library Books	0	50,000	0%	100%
Misc Other	1,504	18,703	8%	6%
Reimbursements	145,993	630,043	23%	41%
Library Generated - Other Charges	0	0	0%	0%
Investment	554,941	390,000	142%	213%
Unencumbered Balance Forward	0	1,000,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Recreational Vehicle Tax	22,326	18,094	123%	142%
Commercial Vehicle Tax	63,122	56,733	111%	123%
Heavy Trucks Tax	4,557	6,251	73%	90%
Rental Excise Tax	58,431	37,610	155%	124%
State and Federal Grants	132,569	265,638	50%	50%
TOTAL REVENUE	44,980,716	48,084,895	94%	96%

Expenses ALL FUNDS with Collection

Encumbrance	2023 Year to Date	2023 Budget	% Categories Expended
Salaries and Benefits	21,327,089	23,741,078	90%
Contractual Services	4,084,951	6,301,653	65%
Commodities	4,522,752	5,095,281	89%
Risk Management Charges	227,766	303,688	75%
Capital / Maintenance / Repair	2,043,428	5,497,634	37%
Transfer to Capital Projects	3,110,703	3,619,470	86%
Grants	132,233	265,638	50%
Interfund Transfer	3,330,040	3,260,453	102%
TOTAL EXPENDITURES	38,778,962	48,084,895	81%

Revenue - Expenses as of November 30, 2023 6,201,754

RESERVES ALL FUNDS	As of 12/31/22
Reserves Operating Fund	17,438,848
Reserves Special Use Fund	2,464,433
Total JCL Reserves	<u><u>19,903,281</u></u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
November 2023
92% Year Lapsed

OPERATING FUND	Programs	2023 Year to Date	2023 Budget	% Program Expended
	Administrative Services	3,995,253	4,398,511	91%
	Information Technology	3,074,272	4,409,160	70%
	Collection Development	3,591,157	4,011,480	90%
	Branch/Systemwide Services	19,101,680	22,081,847	87%
	Risk Management Charges	227,781	304,538	75%
	Grants *	132,233	265,638	50%
	Transfer to Capital Projects	1,949,485	5,497,634	35%
	Interfund Transfer	2,972,465	3,195,912	93%
TOTAL OPERATING FUND EXPENDITURES		35,044,327	44,164,720	79%

SPECIAL USE FUND		2023 Year to Date	2023 Budget	% Budget Expended
	Contractual Services (General Maintenance)	0	173,705	0%
	Commodities (Capital Equipment)	138,802	127,000	109%
	Transfer to Debt Payment	0	0	0%
	Transfer to Capital Projects	3,110,703	3,619,470	86%
TOTAL SPECIAL USE FUND EXPENDITURES		3,249,505	3,920,175	83%

TOTAL EXPENDITURES		38,293,832	48,084,895	80%
---------------------------	--	-------------------	-------------------	------------

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
November 2023
92% Year Lapsed

ALL FUNDS	Categories	2023 Year to Date	2023 Budget	% Categories Expended
	Salaries and Benefits	21,327,089	23,741,078	90%
	Contractual Services	4,011,474	6,300,803	64%
	Commodities	4,111,084	5,095,281	81%
	Risk Management Charges	227,781	304,538	75%
	Capital / Maintenance / Repair	2,043,428	5,497,634	37%
	Transfer to Debt Payment	0	0	0%
	Transfer to PBC Capital Leases	3,110,703	3,619,470	86%
	Grants	132,233	265,638	50%
	Interfund Transfer	3,330,040	3,260,453	102%
TOTAL EXPENDITURES		38,293,832	48,084,895	80%

GRANTS*	Expenditures through 11/30/2023	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,568.53	\$132,568.53	\$0.00

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

Expenditure of Friends of the JCL Donations 2023

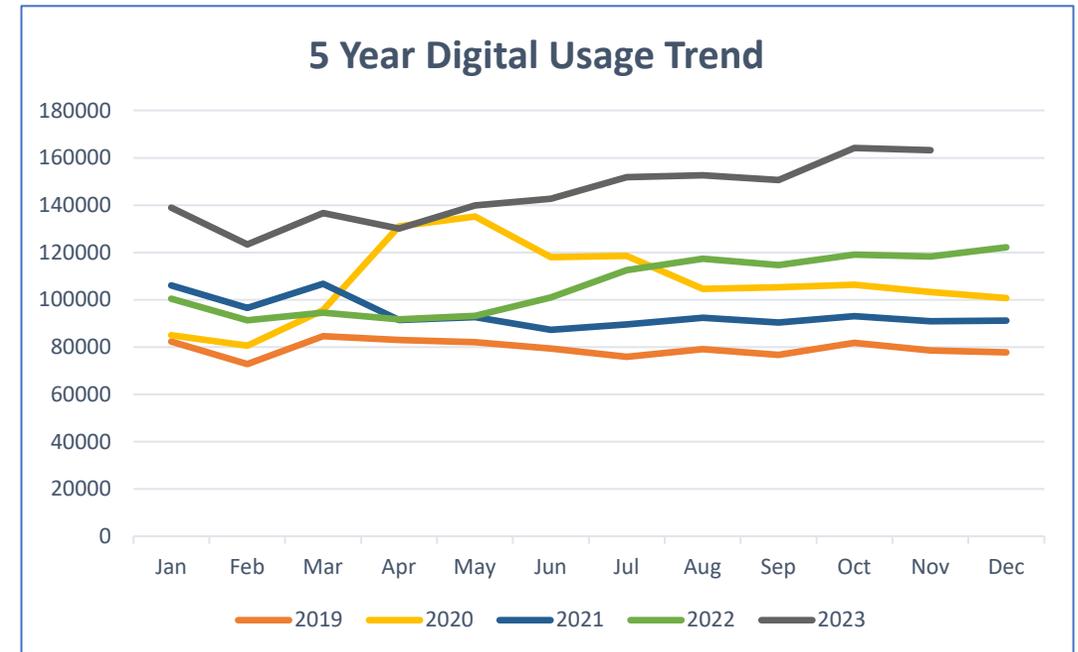
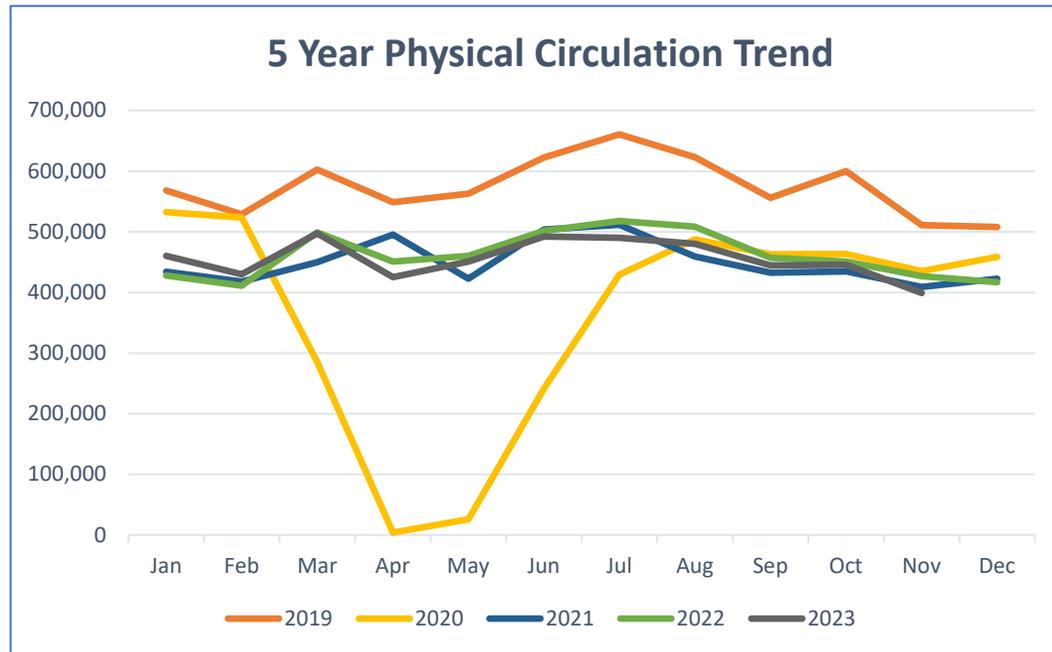
<i>Expenditure Details</i>	<i>November</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	570.77
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	0.00
Board Retreat Expenses	0.00	281.76
Miscellaneous	0.00	0.00
Total Expenditures	\$ -	\$ 852.53

Monthly Statistical Report

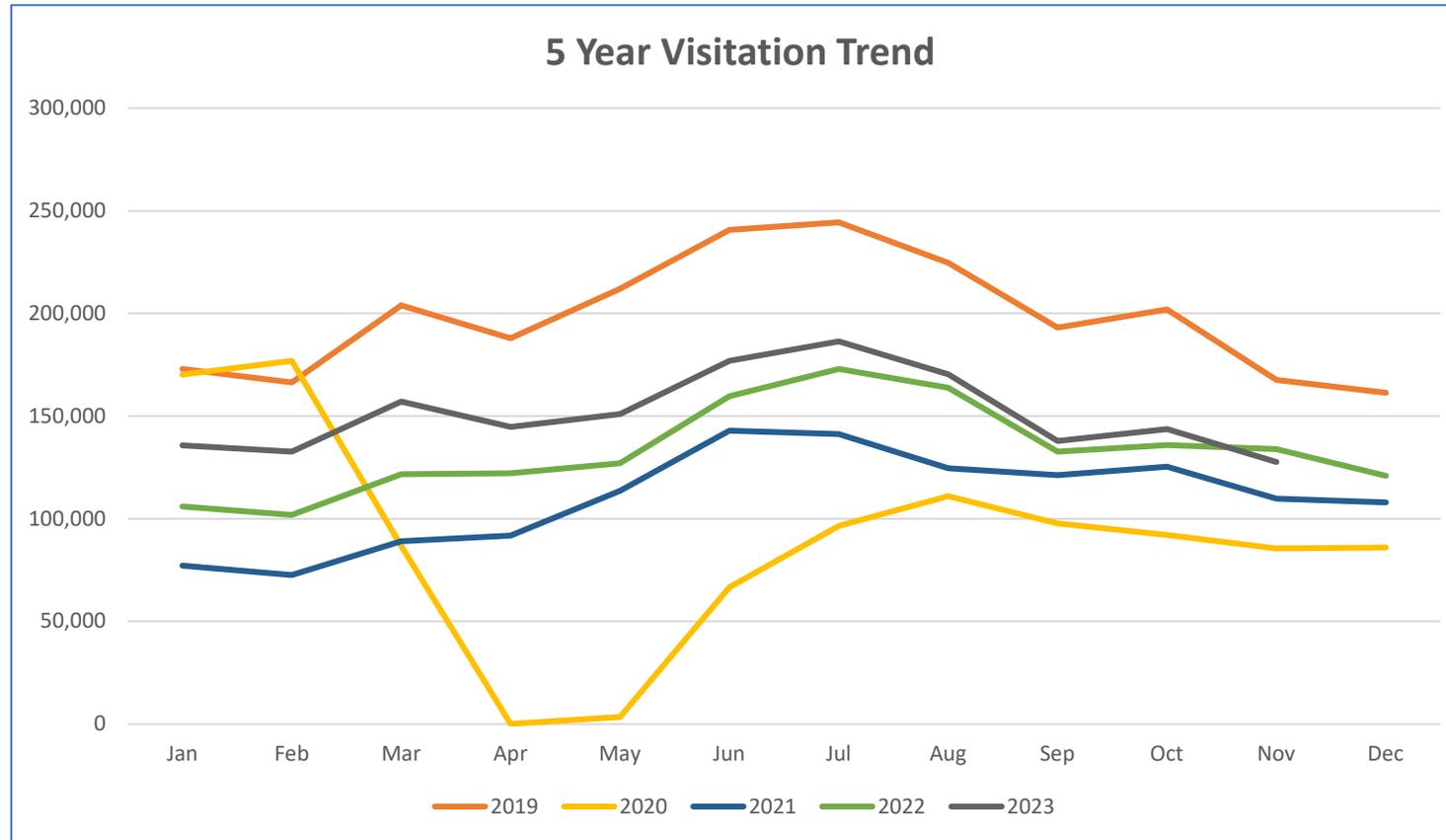
January 2024

JOHNSON COUNTY LIBRARY

Monthly Statistics



Monthly Statistics

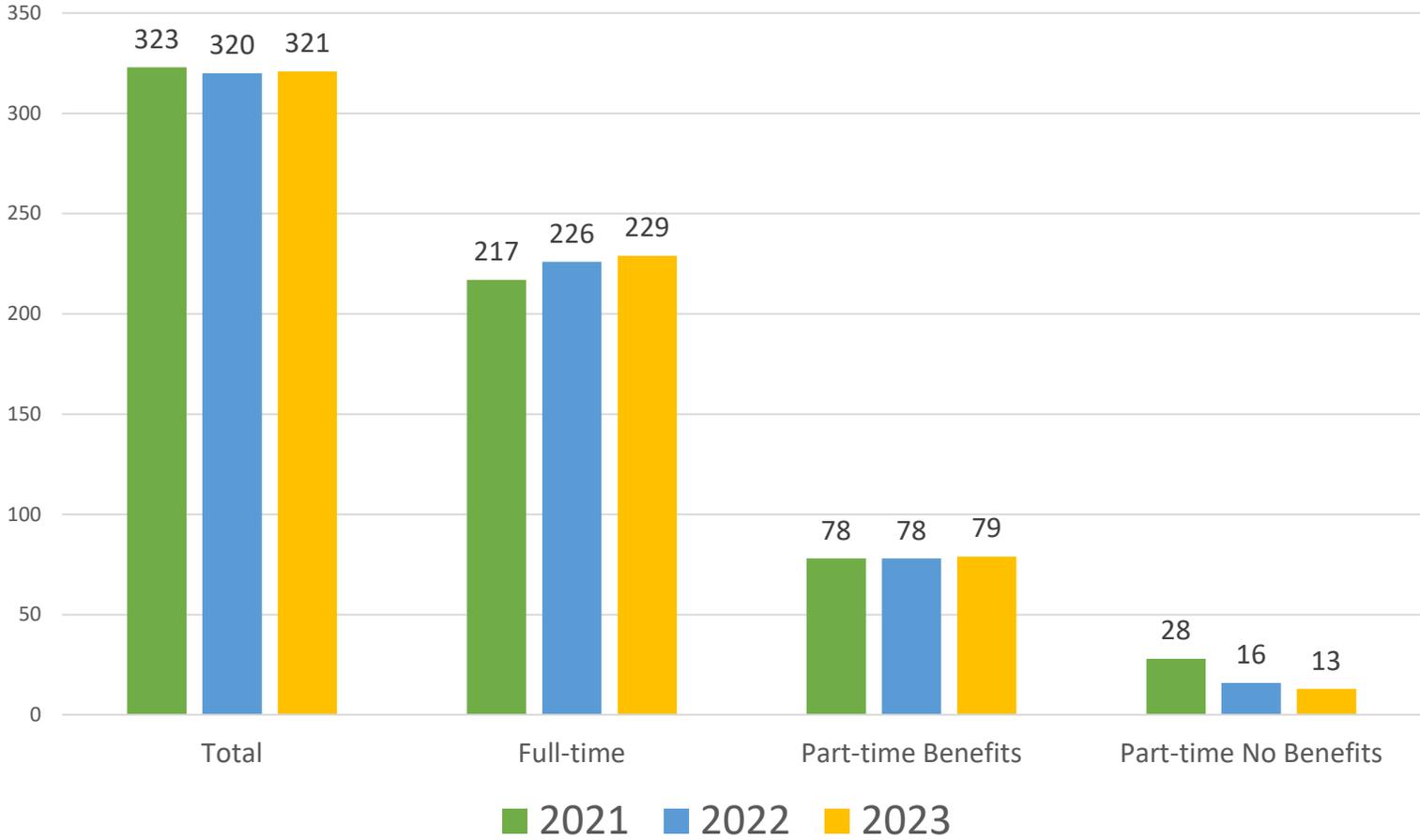


Human Resources Data

presented by
Shala Bloomberg, Senior HR Partner
on **January 11, 2024**

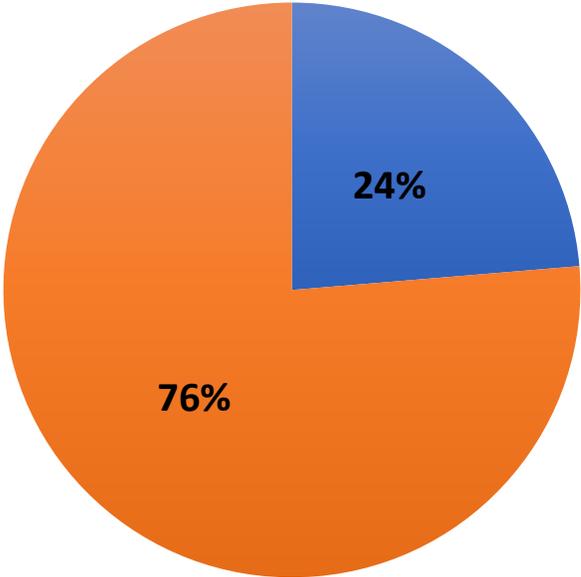
JOHNSON COUNTY LIBRARY

Number of Employees

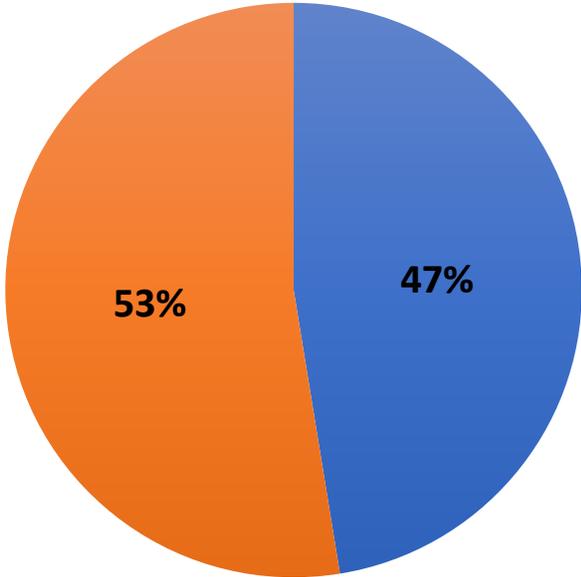


Ratio of Female to Male Workforce

Johnson County Library



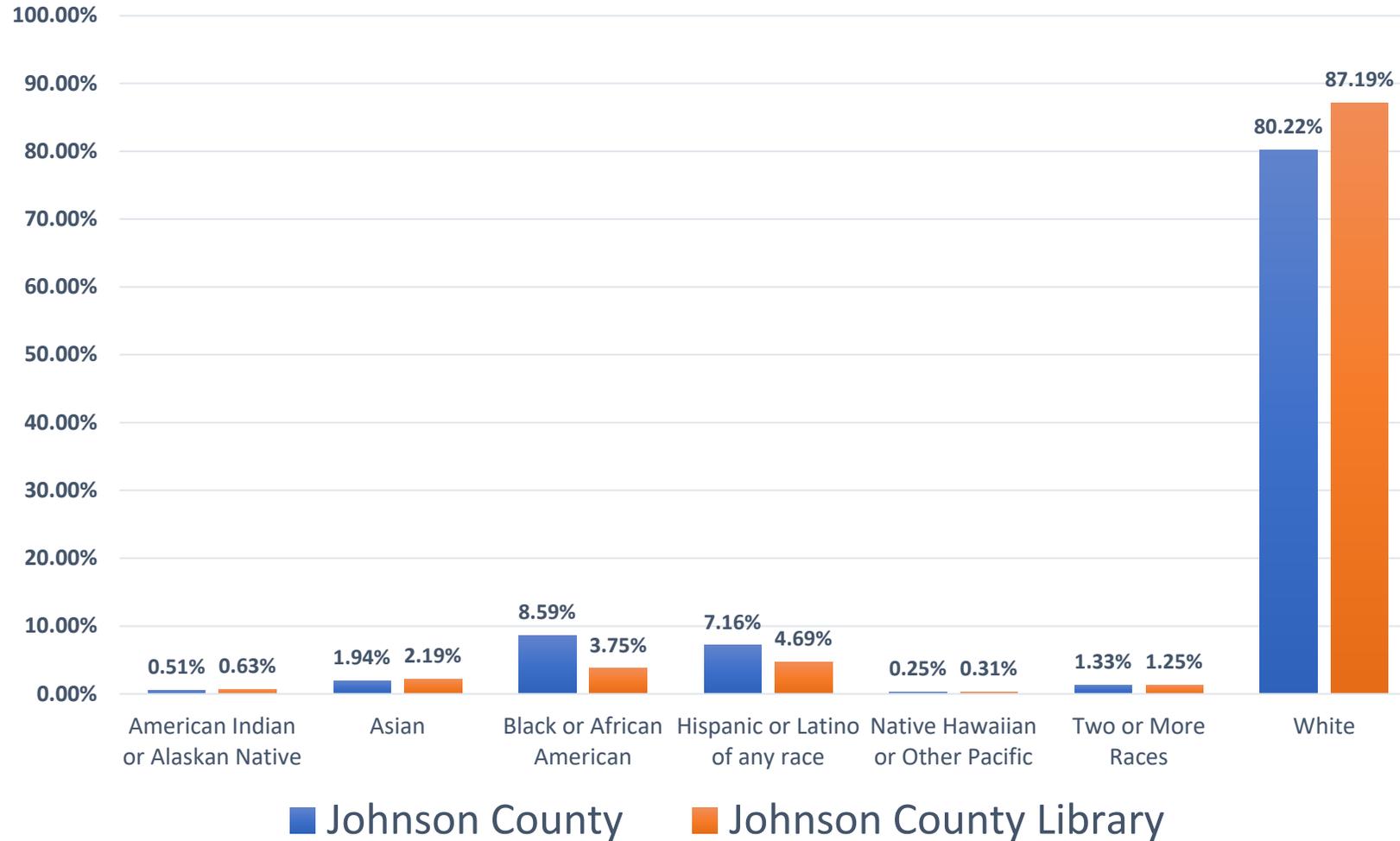
Johnson County



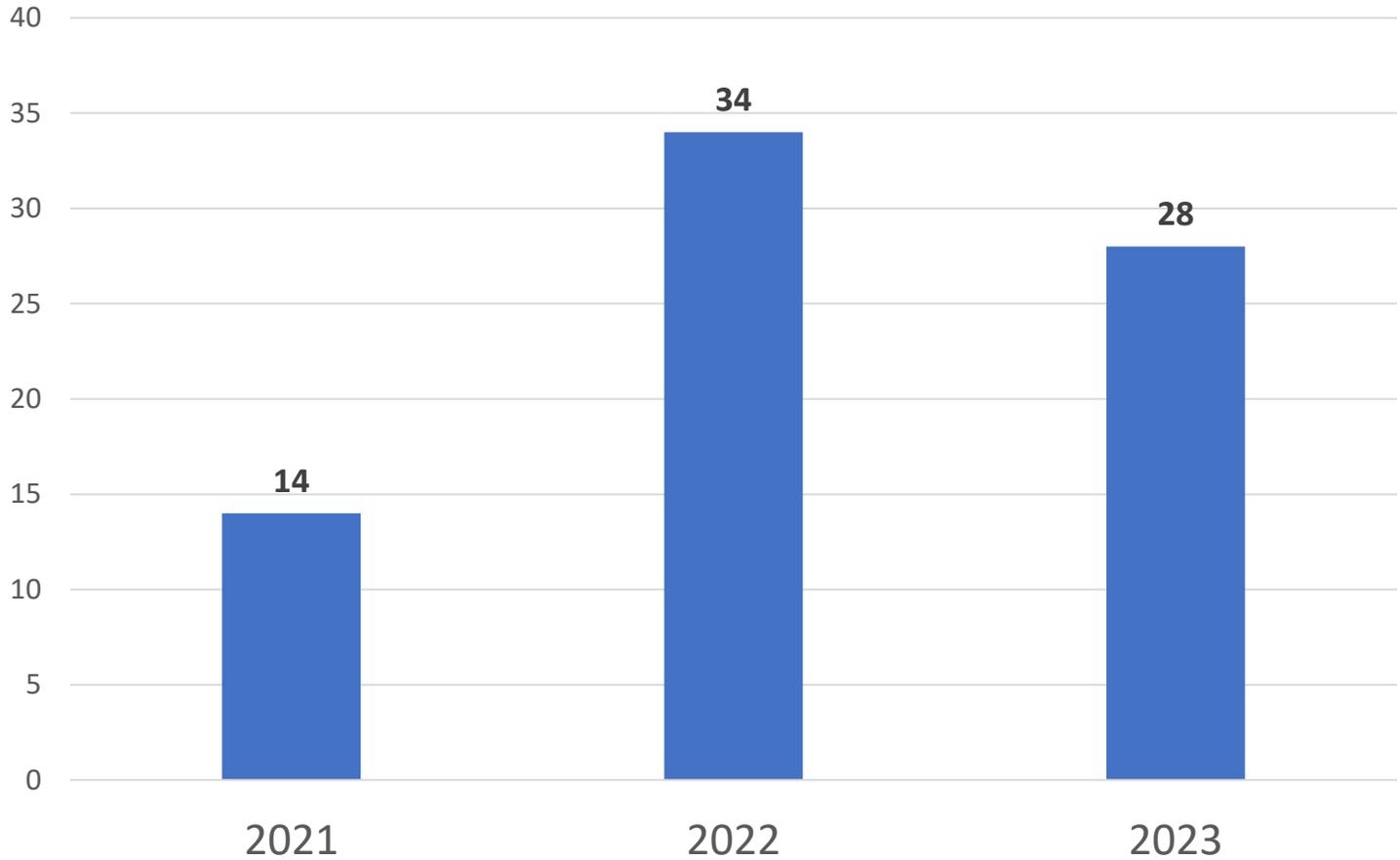
■ Male
■ Female



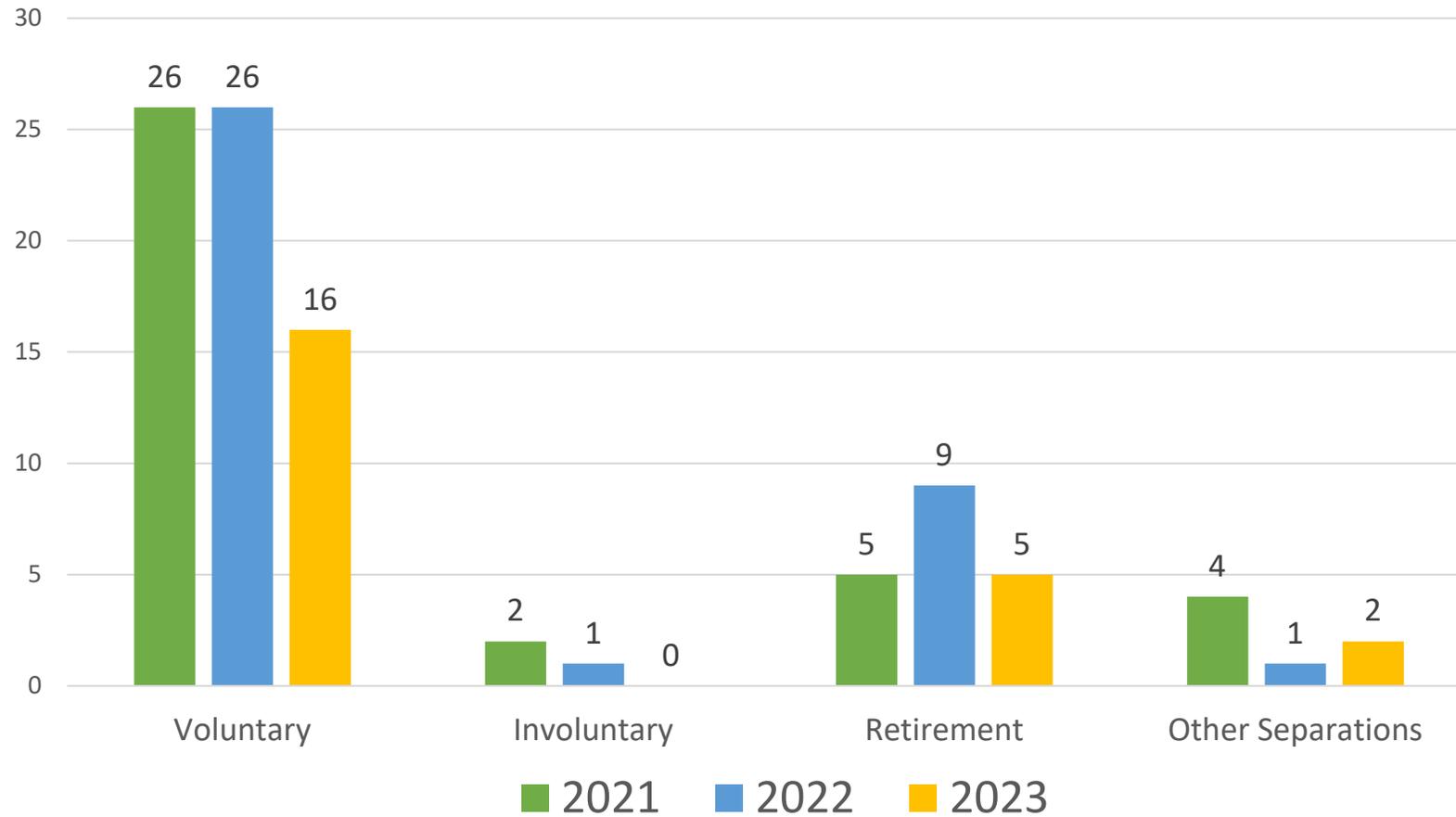
Ethnic Origin of Workforce



Numbers of New Hires



Library Attrition



Compression Increases - 2022

	Employee Count	Number of Employees Receiving an Increase	Total Cost	Average Increase Percentage
JCL	318	87	\$59,044	1.5%
County	3497	1854	\$7,347,455	6.6%



Market Adjustments - 2023

	Employee Count	Total Annual Base Increase Cost	Average Increase Percentage	Number of Employees at Max	Number of Employees Previously at Max
JCL	325	1,613,786	11.2%	42	51
County	3077	13,263,113	6.4%	472	503



Human Resources Highlights 2021-2023

- HR Policy/Procedure Updates – 2021
- Relaunch of LEAP - 2021
- Compression Increases – 2022
- Guardian (electronic form I-9) – 2022
- Market Adjustments – 2023
- iCIMS (applicant tracking system) - 2023



Merriam Plaza Library

January 2023



Updates

- Move-In update
- Next steps
- Tours
- Timeline

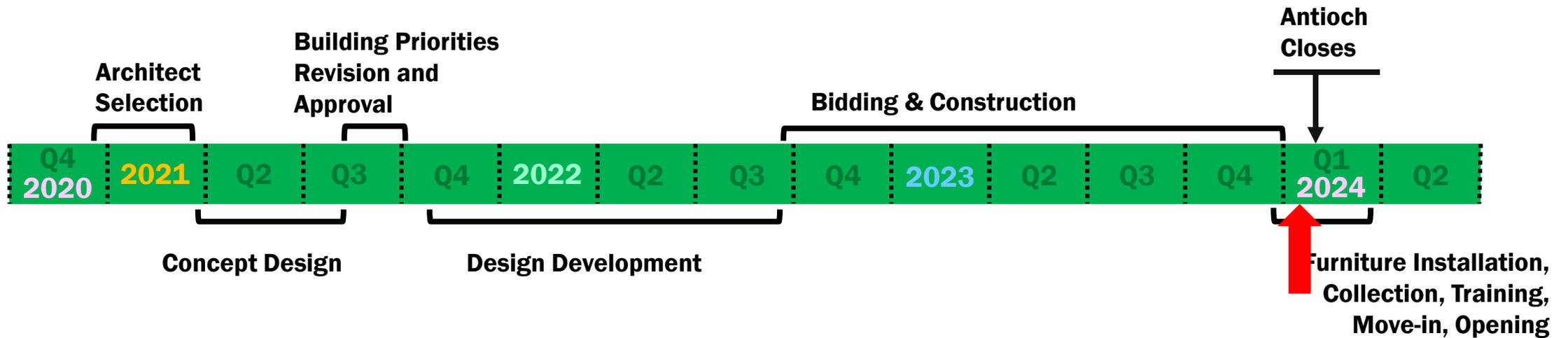


Next Steps

- Construction concludes
- Shelving and Furnishings Installation
- Transition from Antioch to Merriam Plaza
- Ribbon Cutting date
- Project team updates



Merriam Plaza Library: Updated Anticipated Project Timeline



Merriam Plaza: Antioch Move Out/Clean Out Project

January 2024

JOHNSON COUNTY LIBRARY

OUR TEAM

PROJECT MANAGER



Nate Hohl

COUNTY PARTNERS



Lisa Davis
Juan Lopez-Tamez

PROJECT TEAM



Josh Adkins
Sheida Bates (Assistant Branch Manager)
Chris Carleton
Jennifer Taylor
Ashley Whitham



Project Scope

The Scope of the Antioch Move Out/Clean Out Project is to determine where all items currently located in the Antioch Branch should go and move them to the appropriate places.



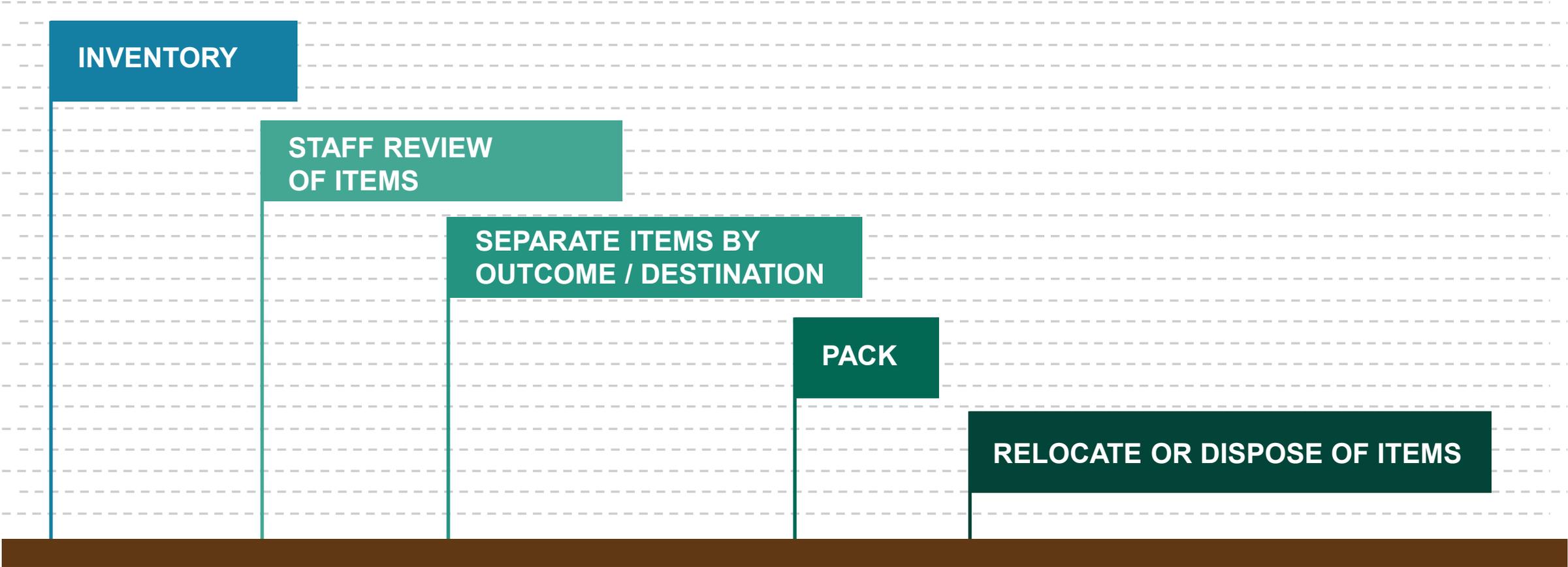
Where Will These Items Go?

Potential Locations/Avenues

- Merriam Plaza
- Other Library Facilities
- Other County Departments, Agencies, or Offices
- County Surplus
- Sold
- Disposed of



PROJECT PHASES

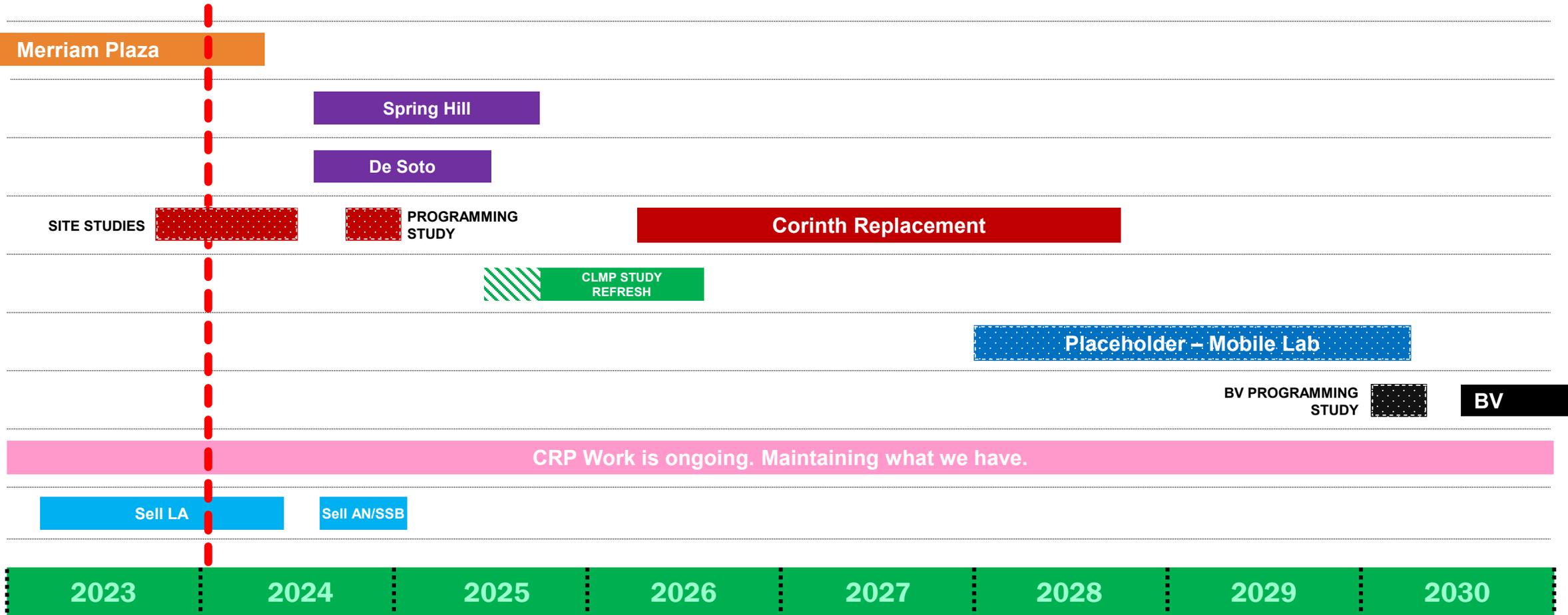


Capital Projects: Timeline Summary

January 2024



Capital Improvement Projects: Anticipated Timeline

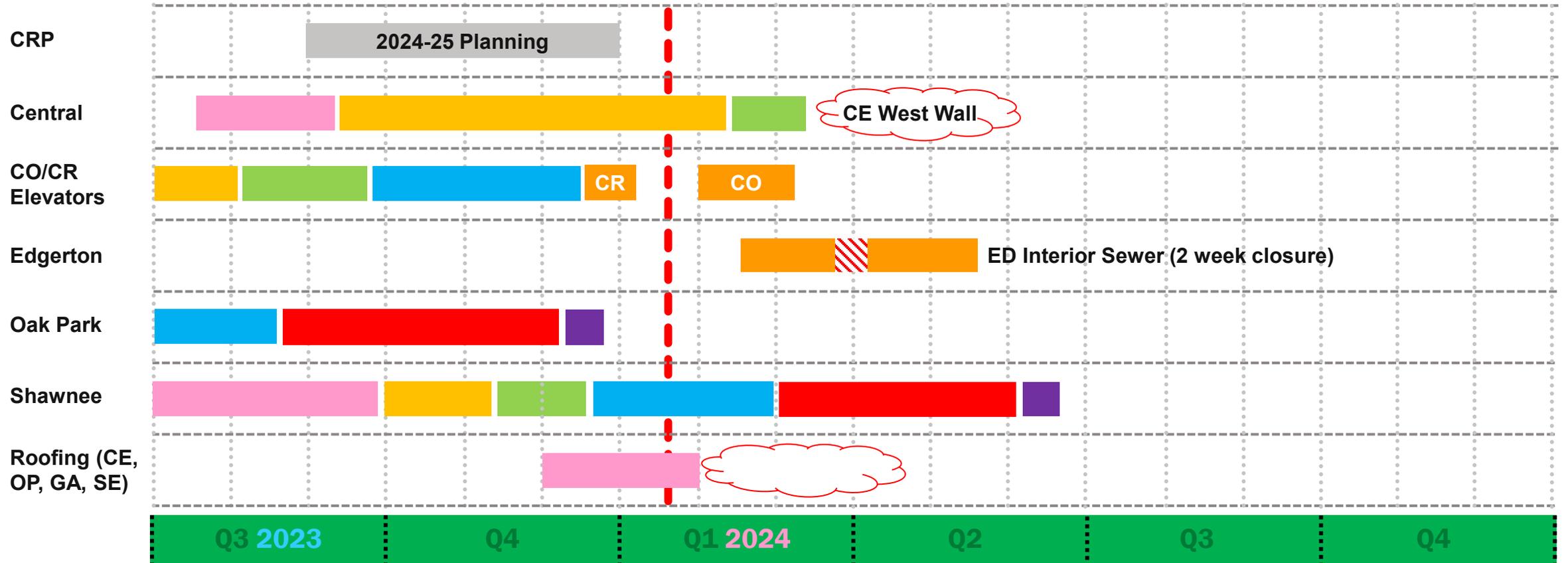


This visual is shown as an illustration with anticipated dates and may change.



2023-24 CRP Anticipated Timeline

- Proposals / Design
- Bidding
- Contracts / Board Action
- Product / Material Submittals / Lead Time
- Building Closure
- FAC Activity / No Closure
- Substantial Completion / Move-in / Punch List Completion



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



Leadership in Action 2023

January 2024



Amber Bourek-Slater

Volunteer Services Coordinator



- Led the Johnson County Library volunteer program to be recognized as a certified Service Enterprise Organization. This program is administered by ALIVE (Association of Leaders in Volunteer Engagement), a division of the Points of Light Foundation. These are the top 11% of non-profit organizations in the country in volunteer engagement and organizational performance. There are 11 organizations in Kansas and 4 in the KC metro region with this premier certification.
- Grew volunteers from 581 in the year 2021, 790 in in the year 2022, and 898 in 2023.



Lacie Griffin

Collection Development Manager



- Supported libraries and librarians defending intellectual freedom.
- Serves on the Kansas Library Association committee for intellectual freedom.
- Presented both locally and nationally to help educate people on intellectual freedom.
- Co-authored a presentation about the team's experiences which was a highlight at the American Library Association and Kansas Library Association conferences, and now sought after by other Library groups.



Heather Miller

Youth Information Specialist



- Brought access to free period products to the patrons of Johnson County Library.
- Gathered and incorporated feedback from various stakeholders across the library and county.
- Created a presentation for library staff that was given to 10 different staff groups across the system.
- Drafted a conference proposal to the American Library Association to share this process and success with other organizations.
- Constantly displays efficacy, efficiency, and adaptability in her work and is deeply passionate about the county's mission and vision to serve our community.



Emma Fernhout

Youth Information Specialist



- Brought access to free period products to the patrons of Johnson County Library.
- Gathered and incorporated feedback from various stakeholders across the library and county.
- Created a presentation for library staff that was given to 10 different staff groups across the system.
- Constantly displays efficacy, efficiency, and adaptability in her work and is deeply passionate about the county's mission and vision to serve our community.



Prairie Village Conceptual Study Update

January 2024



Prairie Village Conceptual Study Update

Public Engagement Meetings:

- Meeting #1 Thurs 1/25 4-7pm, Meadowbrook Park
 - To inform patrons and residents on the overall goals and timeline of the study
 - To seek input from the public regarding site amenities, look and feel, and general placement on the site
 - To provide information regarding the anticipated Library and Community Center programs, and discover other potential community desires for these locations
- Meeting #2 – Thurs, 4/4 4-7pm, Meadowbrook Park
 - To present conceptual designs that respond to feedback and input heard from the community
- Meeting #3 – Thurs 6/20 4-7pm, Meadowbrook Park
 - Agenda TBD



Johnson County Library Board County Purchasing Thresholds Update

January 2024



County Purchasing Thresholds Update

- Last time purchasing thresholds were updated was in 2004 from \$75,000 to \$100,000
- Previous Study Sessions have been held with Board of County Commissioners (BOCC), most recently in 2021 to review purchasing policies
- County Chairman made recent request for the BOCC consider revising the purchasing thresholds from \$100,000 to \$150,000
- BOCC Approved new County purchasing thresholds to start in January 2024



Inflation Calculator Using United States Consumer Price Index 2004 in 2023 Terms

The U.S. Inflation Calculator measures the dollar's buying power over time.

Inflation Calculator

If in (enter year)

I purchased an item for \$

then in (enter year)

that same item would cost: **\$162,546.85**

Cumulative rate of inflation: **62.5%**

Learn how this calculator works. The US Inflation Calculator uses the latest US government CPI data published on Dec . 12 to adjust and calculate for inflation through November (See recent [inflation rates](#).) The U.S. Labor Department's Bureau of Labor Statistics will release inflation data for December on Jan. 11, 2024.



County Purchasing Thresholds Update

Threshold Proposal

Current Thresholds		
Description	Approval	Required Competition
Total		
Under \$10,000	Department Supervisor/Manager	Open Market
Under \$50,000	Department Supervisor/Manager	Informal Quotes
Under \$100,000	CMO/Department Head	Formal Competition for General Services
Over \$100,000	BOCC	Formal Competition
Proposed Thresholds		
Description	Approval	Required Competition
Total		
Under \$15,000	Department Supervisor/Manager	Open Market
Under \$75,000	Department Supervisor/Manager	Informal Quotes
Under \$150,000	CMO/Department Head	Formal Competition for General Services
Over \$150,000	BOCC	Formal Competition



2023 Library Contracts Between \$100k - \$150k

Contracts	Type of Contract	Amount
Annual Renewal of Microsoft Licensing	Software Licensing Agreement	\$103,078.50
BiblioCommons Contract Renewal	Interactive Library Catalog and Web Services	\$109,783.05
Building Automation System - Oak Park	Replace and Upgrade of Building Automation System - Facilities	\$115,842.00
Replacement of Elevator Equipment - Cedar Roe	Keeping the Elevator Functional and Operating - Facilities	\$129,563.00
Replacement of Elevator Equipment - Corinth	Keeping the Elevator Functional and Operating - Facilities	\$129,563.00
Bibliotheca Contract Renewal	Materials Handling and Tracking System Maintenance Contract (sorters/self check machines/RFID pads/security gates)	\$109,757.69
Total		\$697,587.24



County Purchasing Thresholds Update

- Johnson County Library (except for Library materials acquisition) follows County Purchasing procedures and has adopted County Purchasing thresholds
- Johnson County Library Administrative Regulations ARM 50-30-25 outlines the current contract purchasing thresholds and at what level approvals are made by County Librarian and the Library Board
- Upcoming/Future: Bring Recommended updates to ARM 50-30-25 to Library Board for Consideration of Changes to align with County Purchasing Procedures



MINUTES JOHNSON COUNTY LIBRARY BOARD

REGULAR MEETING

December 14, 2023

at Central Resource Library

4:00 p.m.

BOARD: Bethany Griffith, Kelly Kilgore, David Sims, Anna Van Ophem, Charles McAllister, and Jeffrey Mendoza.

ABSENT: Mitra Templin.

BOARD ATTORNEY: Fred Logan and Andrew Logan.

BOCC: Commissioner Hanzlick.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, David Vratny, Jennifer Mahnken, Ben Sunds, Elissa Andre, Patti Kangethe, Amber Bourek Slater, Scott Sime, Megan Clark, Ted Clemens, Juan Lopez-Tamez, Lacie Griffin, Shanta Dickerson, Michelle Beesley, Helen Hokanson.

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

CITIZENS COMMENTS:

There were Citizen Comments sent in prior to the meeting; these have been included in the December Board Report.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Board Chair Griffith shared a statement emphasizing the library's commitment to providing access to diverse ideas and materials while remaining neutral. She highlighted their stance on freedom of speech, expressing that the library aims to create an environment for learning, exploration, and connection. The library seeks to avoid censorship, acknowledging that what's unpleasant for one person might be acceptable to another, but the library will step in if speech crosses into incitement or obscenity to ensure patrons' protection.

DEVELOPMENT DEPARTMENT REPORT

Amber Bourek Slater, Volunteer Services Coordinator, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County Foundation, and the Johnson County Library Volunteers.

The Friends Foundation, in partnership with Cars Book Lovers, introduced a new method for supporting the library through tax-deductible vehicle donations. They're gearing up for a social media campaign named "My Book Club is Better Than Your Book Club" in early 2024 to encourage sharing library experiences. Recently, they hosted an appreciation event for volunteers, with over 60 attendees, and donated 100+ pounds of non-perishable items for the "Feed the Need" campaign supporting food pantries. Additionally, they contributed five bags of empty medicine bottles and plastic silverware to the Starfish Project.

COUNTY COMMISSIONER REPORT:

Commissioner Hanzlick shared business from the Board of County Commissioners (BOCC).

In a recent meeting, the board approved initial steps for purchasing the LA Quinta Hotel in Lenexa to potentially serve as a county homeless shelter. This process involves about 270 days of due diligence, including assessing the building's condition and finding an appropriate agency to manage it. This move could positively impact the issue of homelessness, providing another tool during harsh weather conditions.

Additionally, adjustments to the micro transit fare structure were approved due to the service's high demand, raising fares to \$5 for the first mile and \$2 per mile thereafter starting January 1st. The aim is to make the service more sustainable and to encourage more essential uses like commuting and medical appointments. These changes align with ongoing discussions about Transit Justice and fair transportation systems, as Commissioner Hanzlick is currently diving into a resourceful book called "Transit Justice: Designing Fair Transportation Systems" to explore relevant strategies for our upcoming Transit planning.

BOARD COUNSEL REPORT

Mr. Fred Logan, Board co-counsel, reviewed Board Governance Structure and Authority for the Library to appoint Legal Counsel; including the manner in which Library Legal Counsel works cooperatively with counsel from cities and the County.

Mr. Logan reviewed Board governance structure as Johnson County Library District is a separate taxing district not including Olathe; the Johnson County Library board is the governing board of that taxing district. This is a statutory board and state statutes set out the Library Board's powers and authority. The Board of County Commissioners (BOCC) are the appointing authority, in some respects BOCC exercise authority that is supreme, in respect to appointments that is true. By statute the library follows designated county policies, as seen in action with regards to Human Resources. There is a Board policy that addresses unexcused absences by Board members that follows the language that is in the corresponding BOCC resolution exactly, assuming that if there are three unexcused absences the board member has in essence resigned; legal counsel would advise that those unexcused absences be brought to the attention of the BOCC so they could take a formal action to remove or request resignation.

The Library Board has authority to establish regulations, a regulation being considered is to direct a consultation if a board member misses four meetings in a year. The consultation would be first with the Library Board member and then with the appointing County Commissioner. The Library Board would not have the authority to remove a Director from the Library Board.

Mr. Logan reviewed the authority for the Library to appoint Legal Counsel. First, he reviewed that the Directors of the Johnson County Library Board own all library properties in its name except one, Edgerton. When there is a negotiation for that ownership, that is one of the important responsibilities of legal counsel. Once there is an agreement then counsel can work cooperatively with City legal counsels. Library Board legal counsel also maintains a relationship with County legal counsel.

Commissioner Hanzlick asked for clarification if a consultation takes place, then is it ultimately the authority of the appointing County Commissioner to determine a recommendation for removal or

replacement. She gave an example that a Library Board Director could miss every meeting and still not be removed if that appointing Commissioner did not seek removal.

Mr. Logan said that based on the BOCC's own policy talking about unexcused absences, if one were talking about excused absences then that decision first would be made by the appointing Commissioner, and ultimately the Board of County Commissioners is the governing authority.

Ms. Van Ophem asked for clarification about the legal counsel appointment.

Mr. Logan clarified Library legal counsel is maintained through a contract and that the contract for legal counsel is on the consent agenda tonight.

COUNTY LIBRARIAN REPORT

Ms. Tricia Suellentrop, County Librarian, pulled the Memorandum of Understanding between the Library and the Johnson County Health Department as an additional partnership opportunity has come to light.

Finance Report

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

At the end of October, we were 83% through the 2023 year, with a little over \$44.9 million being received, a little over 93% of the full \$48 million in anticipated revenues. Ad valorem taxes are still showing negative due to back taxes. Expenses, including our collection encumbrances and interfund transfer we have spent a little over \$36.3 million or roughly 76%, which is about where we would expect to be at this time.

Statistics

Adam Wathen, Associate Director of Branch Services, presented the Monthly Report of Statistics, this report is included in the December Board Report.

Mr. Wathen reviewed the monthly statistical report based on the past five years as of October. Physical circulation and digital usage are continuing to pace as they have in previous months. Visitation is improving and has not yet reached pre-COVID numbers. He mentioned plans to report on how the library's trends compare with their peers in the next few months.

COMPREHENSIVE LIBRARY MASTER PLAN

Scott Sime, Lead Project Coordinator, presented on the Comprehensive Library Master Plan, these reports are included in the December Board Report.

Merriam Plaza Project

Mr. Sime reported the status of the Merriam Plaza Library project, including construction highlights and upcoming plans. Titan is currently addressing remaining tasks on their checklist over the next month. The library is receiving its shelving this week, with furniture to follow soon after. Shifting from Antioch to Merriam Plaza is taking up some of their resources. A major milestone in this project is the recently obtained Certificate of Occupancy. Now we have a big empty building, and we are turning it into a library. Mr. Sime expects to bring a Ribbon Cutting date to the board next month.

Mr. Sime reviewed the timeline for this project, with no major changes. Tours will continue through January and February. Mr. Sime concluded his presentation with photos showing the 'Coming Soon'

signage, the exterior of the lit building at twilight and the finished interior that is ready to be turned into the library.

Mr. Mendoza asked for confirmation about the opening date of the Oak Park Library.

Mr. Sime confirmed that Oak Park is scheduled to open Monday, December 18th.

Mr. Mendoza asked for more information about the opening date in relation to the increase for project authority that is later on the agenda.

Communications

Elissa Andre, Marketing and Communication Manager, presented the Communications report, this report is included in the December Board Report.

Ms. Andre reviewed the library's communication strategy for the project that spans various phases, from planning to transitioning to a new branch. She emphasized the importance of informing and engaging stakeholders, including the community, city entities, and partners. The team focused on storytelling during the construction phase and is now concentrating on providing crucial information about the transition to the new facility. The goal is not only the grand opening, as ensuring continued community involvement and usage of the library post-opening is very important. Communications is actively seeking ways to sustain community engagement and excitement, even planning events to encourage public participation. Ultimately, the aim is to keep everyone informed, excited, and involved with the library's growth and services.

Overall Timeline

The Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2023 timeline are included in the December Board Report.

Mr. Sime reviewed the Capital Improvement Projects timeline; that remains unchanged from the last update. The Merriam Plaza project is nearing completion and the joint site study involving the city of Prairie Village and YMCA to find a solution for the Corinth replacement library at Harmon Park Campus is ongoing. Mr. Sime then reviewed the Capital Replacement Plan timeline, that includes the Blue Valley entryway flooring has been completed and the elevator work at Cedar Row has commenced and is expected to be finished by year-end. Corinth elevator work will commence following Cedar Roe and there is a planned closure for sewer line work at Edgerton, scheduled for spring or summer of the following year, based on recent information from the city.

UPDATES – Tricia Suellentrop, County Librarian

Ms. Tricia Suellentrop, County Librarian, reported to the Board.

Lackman Building Sale Update

Ms. Suellentrop reviewed an update for the Lackman Building sale. Originally, staff intended to present a broker action item today, and we paused to explore potential uses for the building with our County facilities partner. However, that use is not viable or ideal, so we will resume our plan and bring the broker action item to you in January. Ms. Suellentrop extended gratitude to Charles and Kelly, who observed the Request for Proposal process.

General Elections Update

Ms. Suellentrop reviewed that the Library maintains a solid partnership with the office of Elections, evident in the upcoming renewal of our agreement with them. Monticello was a highly frequented early voting location, attracting about 3,000 citizens for early voting. Other election sites saw nearly 3,500 citizens on Election Day and included Blue Valley, Cedar Roe, Central, Corinth, Monticello, and

Shawnee. Our partnership with these locations, along with their assistance and promotional efforts, contributes significantly to citizen engagement and election information dissemination.

Fine Free Update

Elissa Andre, Marketing & Communications Manager, and Michelle Olsen, Circulation Manager presented the Fine Free Update, this report is included in the December Board Report.

Ms. Andre reviewed the details of going Fine Free, patron feedback we have received, factors that have affected our statistics, library usage trends, and next steps as they relate to the implementation of the fine-free system at the library, initiated about eight months ago. The aim was to enhance accessibility by removing late fines, increase convenience, and widen access for library users.

Ms. Andre reviewed the details. Late fines of 30 cents per day were eliminated, aligning the library with others in the metro area. The threshold for blocking users from checking out materials was raised from \$25 to \$50. Existing patron fines, except for those in bankruptcy or owing over \$600, and fees older than seven years, were forgiven.

Ms. Andre shared feedback from patrons. Overall, the response from patrons was positive. Many appreciated the library joining other fine-free institutions, especially parents benefiting from increased access. Some concerns were raised about potential delays due to irresponsible returns.

There are many factors that affect tracking statistics, those include the opening of a Downtown Olathe Library and the summer season-influenced higher circulation numbers and new library card registrations. These factors skewed the statistics, prompting staff to reevaluate at the one-year mark for a more accurate impact assessment.

Current library usage trends are encouraging, there was a 20% rise in new library card registrations for Johnson County Library, with a 4% increase in circulation for them and 10% for Olathe Public Library. Notably, the majority of library users received their holds faster after the fine-free system, showing a 3% increase in timely holds fulfillment.

Ms. Andre reviewed next steps. Despite concerns, the community's sentiment has been mostly positive. Data indicates positive trends in registrations, patron return rates, increased items circulation, and quicker hold fulfillment. The plan is to reassess the impact comprehensively at the one-year mark in May 2024.

Ms. Kilgore asked for clarification that the library is still charging for missing or damaged materials. She also shared her experiences of holds not being longer than prior to going Fine Free.

Ms. Andre shared that the library does charge for missing or damaged materials.

Library Courier Truck Wraps

Elissa Andre, Marketing & Communications Manager, presented an update on the Library Courier truck wraps, images of these are included in the December Board Report.

Ms. Andre showed the new truck wraps and reviewed the artist for each piece. The library wrapped three out of four courier trucks with vibrant art by local artists, showcasing the impact of reading and literacy. These wraps received positive feedback from the community. Videos featuring each artist discussing their art's inspiration and impact are available online.

Ms. Kilgore asked if there would be an opportunity down the road for a new set of artists to create truck wraps.

Ms. Andre shared that future plans include wrapping a new sprinter van and possibly considering new artwork based on the current wraps' condition in the future.

Writers Conference

Helen Hokanson, Reference Librarian, presented the Writers Conference report, this report is included in the December Board Report.

Ms. Hokanson shared insights about the adult writing programs. This year the committee innovated by allowing attendees to print their own t-shirts at the conference, generating pre-event excitement. Despite moderate uptake, positive feedback affirmed their aim to create a standout writer's event. This year zero waste initiatives for food services was implemented, which was well-received. Feedback highlighted the inspiring atmosphere and a desire for more sharing among participants. Staff participation and volunteer involvement were successful, yet communication about the event remains a challenge. In the future Ms. Hokanson referenced refining scheduling, considering redo sessions for popular topics, and the debate on having a conference book or bookstore. Overall, despite minor tweaks needed, the conference was a resounding success.

Ms. Kilgore asked how many shirts or bags were printed.

Ms. Hokanson expressed that they did not have as many people taking part in the swag, there are some lessons learned there.

County Librarian Suellentrop expressed thanks and commended Helen and her team on the great job they did putting on this year's Writers Conference.

Prairie Village Update

Kinsley Riggs, Deputy County Librarian, presented an update on the Prairie Village partnership, this report is included in the December Board Report.

Ms. Riggs reviewed that the Library Board approved collaboration with Prairie Village to explore building a community wellness center and potentially relocating the Corinth Library. Currently staff has engaged a consultant team and plan three public engagement sessions to gather feedback on the campus design and amenities. The team includes Kinsley Riggs, Elissa Andre, Juan Lopez, Scott Sime, and Megan Clark, working with partners and consultants to develop designs and communicate about the project. It is the team's aim to conclude by early summer, presenting findings to both the Prairie Village City Council and the library board for decisions. There will be regular updates, and the library board is encouraged to participate in public sessions.

CONSENT AGENDA

I. Consent Agenda

A. Action Items:

1. Minutes of the November 9, 2023 Regular Library Board meeting
2. 2023 renewals of Memoranda of Understanding (MOUs)
Consideration of approval of the MOU for Johnson County Genealogical Society
3. 2024 renewal of agreement for legal services with Logan, Logan & Watson.
4. 2024 SirsiDynex contract renewal.
5. 2024 Bibliotheca contract renewal.

B. Information Items

1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2023 were handled in accordance with library and County policy.
 - b) The October 2023 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

Motion: Ms. Kilgore moved that the Library Board of Directors approve the consent agenda.
Second: Mr. McAllister seconded this motion.
Motion was approved unanimously.

II. Old Business

- A. **PULLED:** Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Department of Health and Environment, Adam Wathen, Associate Director for Branch Services
- B. Action Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Election Office

Jennifer Mahnken, Associate Director for Systemwide Services, presented Memorandum of Understanding (MOU) between Johnson County Library and Johnson County Election Office briefing sheet, as included in the December Library Board Report.

Ms. Kilgore asked if there is a need to have the contact names listed.
Ms. Mahnken shared that listing contact names is the preference of Elections for this year, will review that again next year.

Motion: Ms. Kilgore moved the Library Board of Directors approves the Memorandum of understanding between JCL and Elections for the year 2024.
Second: Mr. Mendoza seconded this motion.

Motion was approved unanimously.

- C. Action Item: Consider contract approval and approval of temporary closure of Shawnee for planned CRP upgrades, Megan Clark and Scott Sime, Project Coordinators

Megan Clark and Scott Sime, Project Coordinators, presented Memorandum of Understanding (MOU) between Johnson County Library and Johnson County Election Office briefing sheet, as included in the December Library Board Report.

Motion: Mr. McAllister moved to approve a work order authorization with Kelly Construction Group, Inc. in an amount not to exceed \$959,983.00 to perform planned Capital Replacement Plan (CRP) upgrades at the Shawnee library.
Second: Ms. Kilgore seconded this motion.

Motion was approved unanimously.

Motion: Ms. Kilgore move to approve a temporary closure at the Shawnee Library for a period of approximately 4 months between March and June 2024 to complete planned Capital Replacement Plan (CRP) upgrades.
Second: Ms. Van Ophem seconded this motion.

Motion was approved unanimously.

III. New Business

- A. Action Item: Consider authorizing an increase to the project authority to the construction contract for CRP Work at Oak Park Library

Megan Clark and Scott Sime, Project Coordinators, presented the increase to the project authority to the construction contract for CRP Work at Oak Park Library briefing sheet, as included in the December Library Board Report.

Mr. Mendoza asked if we have used Kelly Construction before.

Mr. Sime shared that Kelly Construction is a term and supply contractor and has been used by the Library and County previously.

Mr. Mendoza asked if we have seen this type of need for increase to project authority with this contractor in the past.

Mr. Sime expressed that this is rare, we have not had to bring an increase in project authority in his history.

Mr. Mendoza asked if this would affect the opening date.

Mr. Sime confirmed that the opening is still scheduled for Monday, December 18th.

Mr. Sims and Mr. Mendoza asked for clarification on the process if the Library Board does not approve this increase.

Mr. Sime explained the work has been done to open on time, if this increase to project authority is not approved then another project would need to be set up to pay for this work. We brought this to the board in this manner to contain all the costs of this in one project. The money is coming out of the CRP budget.

Mr. Mendoza asked if this is being brought to the Library Board because it is an expense greater than \$100,000 therefore the Board needs to approve it, and asked for clarity on if this expenditure has already occurred.

County Librarian Suellentrop clarified that this was not one expenditure that is over \$100,000 and instead these are nine different change orders that have now totaled over \$100,000. Change orders can be approved without coming to the Library Board, totally under the \$100,000. Once we realized we were close to the \$100,000 mark, then we brought this back to you.

Mr. Sims expressed interest in knowing about this sooner.

Motion: Ms. Kilgore move to authorize an increase in project authority to the construction contract with Kelly Construction Group, Inc. for interior and exterior work at the Oak Park Library in an amount not to exceed \$174,470.34, and thereby increasing the total construction contract amount to an amount not to exceed \$995,070.34.

Second: Ms. McAllister seconded this motion.

Motion approved by Board Members Mendoza, McAllister, Sims, Kilgore, and Chair Griffith

Motion opposed by Board Member Van Ophem

Motion is approved 5 to 1.

- B. Information Item: Consideration of renewal of MOU with the Friends of the Library

Amber Bourek Slater, Volunteer Services Coordinator, presented the renewal of MOU with the Friends of the Library briefing sheet, as included in the December Library Board Report.

- C. Information Item: Consideration of renewal of MOU with the Library Foundation, Amber Bourek Slater, Volunteer Services Coordinator

Amber Bourek Slater, Volunteer Services Coordinator, presented the renewal of MOU with the Library Foundation briefing sheet, as included in the December Library Board Report.

- D. Information Item: Consideration of renewal of MOU with Johnson County Parks & Recreation District on behalf of Johnson County Museum

Jennifer Mahnken, Associate Director for Systemwide Services, presented renewal of MOU with Johnson County Parks & Recreation District on behalf of Johnson County Museum briefing sheet, as included in the December Library Board Report.

- E. Information Item: RFP for Public Computer Reservation and Printing Management, Michelle Beesley, IT Manager

Michelle Beesley, IT Manager, presented RFP for Public Computer Reservation and Printing Management briefing sheet and presentation, as included in the December Library Board Report.

Ms. Kilgore asked if one vendor can do all these services.

Ms. Beesley shared the TBS has solutions for most of these systems.

Mr. Mendoza asked if there is a consideration for a certain number of free pages per month or quarter.

Ms. Beesley shared analysis how we charge for printing and photocopying is ongoing right now.

Mr. Mendoza asked about laptop printing and how those prints are released if sent via a laptop.

Ms. Beesley shared that they are looking at the security needed to release a print job.

Mr. Mendoza expressed interest in a plan that includes 2 to 5 pages of free printing per month.

Ms. Kilgore asked if every branch has a copier and staff confirmed that they do.

Ms. Van Ophem asked if this is budgeted in 2024.

Ms. Beesley shared that there is portion of this work that has been planned for through planned replacements, so there are some funds already allocated and if there are additional funds needed those would be highlighted when we return for approval.

Executive Session: Cybersecurity Audit Report from the County Auditors

Mr. Logan reviewed that after the Executive Session the Library Board will need to reconvene and adjourn the meeting.

Motion: Ms. Kilgore 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 15 minutes to discuss Cybersecurity Audit Report from the County Auditors.

Those attending the executive session shall include members of the Board of Directors of the Johnson County Library, County Auditors, County Librarian Tricia Suellentrop, Legal Counsel, Associate Director of Customer Experience Ben Sunds, IT Manager Michelle Beesley, and Security Analyst II John Siceloff.

Second: Mr. Mendoza seconded this motion.

Motion was approved unanimously at 5:20 pm.

5:35 returned from Executive Session.

ADJOURNMENT

Motion: Mr. Mendoza moved to adjourn the meeting.

Second: Ms. Van Ophem seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:35 p.m.

SECRETARY _____
Kelly Kilgore

CHAIR _____
Bethany Griffith

SIGNED _____
Tricia Suellentrop, County Librarian

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 11, 2024
Re: Annual renewal of Memoranda of Understanding (MOU)

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 to the intent have been made to the following MOU renewing for 2024:

- City of Edgerton – continuation of lease agreement through MOU for \$1500 monthly.

Alternatives:

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

Attachment(s): MOU between Johnson County Library and the listed partner organization

FACILITY USE AND MAINTENANCE AGREEMENT

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this 11 day of January, 2024~~3~~, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

SECTION ONE: City's Agreement to Make a Facility Available for a Branch Library. The City owns the former Edgerton Bank building located at 319 E. Nelson, Edgerton, KS, 66021 (hereinafter "the Facility") and desires to authorize JCL to use an agreed area of the Facility (hereinafter the "Library Site") for the purposes of establishing and maintaining a public library.

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

SECTION THREE: CITY'S RESPONSIBILITIES

1. Making the Facility Ready for Use; Compliance with Codes and Laws. The City agrees that it shall, at its sole expense, maintain the Facility and the Library Site for use by JCL. The City warrants that the Facility and the Library Site will be maintained in a manner that assures that the Facility and the Library Site will be in compliance with all federal, state, county, and city laws and building and zoning codes, and that the City will, at its sole expense, bring the Facility or Library Site into compliance with such laws or codes, in the event that the parties are advised of a violation of any one of such laws or codes.
2. Signage. The City agrees that JCL shall continue to be permitted to place appropriate signs on the exterior of the Facility identifying the library, subject to City zoning and building codes.
3. Maintenance of the Facility. The City agrees that it will, at its sole expense, maintain the grounds and sidewalk surrounding the Facility; mow the grass; remove snow and ice from parking and sidewalk areas around the Facility; maintain all electrical, plumbing, mechanical, heating, ventilation, and air condition systems in good repair; maintain the floors, roof, walls, windows, entry areas and common areas of the Facility in a manner that makes the Facility safe and free of hazards for use by JCL patrons; arrange for pest and insect control; and, subject to the terms of section 5.3 below on significant capital improvements, arrange for capital improvements of the Facility that are needed to assure that the Facility is in good condition for use by JCL patrons and the citizens of Edgerton.

SECTION FOUR: JCL'S RESPONSIBILITIES

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

2. Library Operations. During the term of this Agreement, JCL shall operate the hours of the library as determined by JCL with no prior approval from the City. The City, however, may recommend changes to the operational hours of the library, and JCL agrees to reasonably consider such recommendations.
3. Usage of Facilities for City Functions. JCL agrees to allow the City to use the Facility for City functions upon reasonable notice, and in the event the Facility is not otherwise reserved for use by another party during regular library hours of service.
4. Usage and Maintenance Fee. JCL agrees to pay the City a Usage and Maintenance Fee (hereinafter the “Fee”) in the sum of \$1,500.00 per month. The Fee shall be paid monthly by the first day of each month.
5. Security. JCL shall be solely responsible for securing the Library Site and safeguarding JCL materials used in the operation of the public library at the Library Site. The City agrees all such security measures are the sole prerogative of JCL. JCL will provide the City with appropriate keys should locks or automated access be changed.
6. Maintenance of Library Site and Payment of Utilities. JCL agrees to maintain and keep in good repair the Library Site (excluding capital improvements to the common areas, walls, floors, or ceiling) and agrees, at its sole expense, to contract for custodial services for the Library Site and to make all payments due for utilities used for the Library Site in a timely manner.

SECTION FIVE: COMMUNICATION; SHARING OF EXPENSE FOR SIGNIFICANT CAPITAL IMPROVEMENTS

1. The Library designates the Building Maintenance Engineer to be the contact for the City to discuss repairs or building maintenance needs. Requests for repairs will come from this designee.
2. The Library designates the Branch Manager of Gardner, Edgerton, and Spring Hill Libraries to be the contact for events, requests to use the Facility, or other non-maintenance related issues.
3. The Library and the City agree that they will undertake certain significant capital improvements that must be made to the Facility to keep it in good repair. For purposes of this Agreement, the Library and the City agree that “significant capital improvements” are defined to be those capital improvement projects identified in the Library Capital Improvement Program attached to this Agreement in Exhibit A. The Library and the City agree to (a) a one-time cost-share of the expenses in order to make significant capital improvements for items listed at Funded Projects on Exhibit A and (b) meet and confer regularly to reach agreement on the timetable for making the significant capital improvements listed as Unfunded Project on Exhibit A.
4. The Library and the City agree to meet once per year (in the spring) to discuss the condition of the building, plans for capital expenses, and the overall agreement.

SECTION SIX: FAILURE TO MAKE REPAIRS

The City agrees to respond promptly when advised of needed repairs or service for the Facility, the surrounding grounds, sidewalks, and parking. In the event that the City does not, within a reasonable period of time, respond to the call for repair or services, JCL may undertake such repair or service on its own, and the City agrees to reimburse JCL for the reasonable cost of any such repair or service. This Section applies to everyday maintenance items and does not apply to significant capital improvements as described in Section Five.

SECTION SEVEN: TERM

The term of this Agreement shall be one year beginning January 1, 2023 through December 31, 2023, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

SECTION EIGHT: INSURANCE AND HOLD HARMLESS

1. City's Insurance. The City shall maintain commercial general liability insurance for the Facility in the amount of at least \$500,000 per occurrence. Such insurance shall include provisions providing for the City to indemnify, defend, and hold JCL harmless for all loss that may occur or be claimed on or about The Facility resulting from the City's acts or omissions, or of its agents or employees. The City also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on any personal property used, stored, or kept at The Facility by the City. The City agrees to furnish JCL with certificates of insurance reflecting the above requirements.
2. JCL's Insurance. JCL shall maintain commercial general liability insurance for such premises and its operations at the Facility in the amount of at least \$500,000 per occurrence, and shall name City as an additional insured. Such insurance shall also include provisions providing for JCL to indemnify, defend, and hold City harmless for all loss that may occur or be claimed on or about The Facility resulting from JCL's acts or omissions, or the acts or omissions of its agents, employees, or invitees. JCL also agrees to carry Workers Compensation insurance for its employees, and maintain adequate insurance on its personal property used, stored, or kept at The Facility. JCL agrees to furnish City with certificates of insurance reflecting the above requirements, or to provide certification that all such requirements are being met through insurance provided on behalf of JCL by Johnson County Risk Management.
3. Waiver of Subrogation. Each of the parties releases the other party from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by the parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that these releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an

appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

4. Kansas Tort Claims Act. Nothing herein shall be construed as either the City or JCL waiving the immunities and liability limitations afforded to them by the Kansas Tort Claims Act. Additionally, the parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) and the Kansas Budget Law (K.S.A. 79-2935 *et seq.*), and amendments thereto.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 20_____.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

Donald Roberts, Mayor

~~David Sims~~ Bethany Griffith, Chair

ATTEST:

ATTEST:

Alexandria K. Clower, City Clerk

Kelly Kilgore, Vice Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

Fred J. Logan, Jr., Attorney

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: NOV-2023

		Receipts	Payments	Balance
	Opening cash balance			\$216,786.25
	Add Receipts	\$320.46		
	Less Payments		\$6,430.88	
	Ending Cash balance			\$210,675.83
	Less Liabilities		\$4,386.52	
	Unobligated cash balance			\$206,289.31

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: January 11, 2024
RE: Memorandum of Understanding with Friends of Johnson County Library

Issue: Formalize and update the partnership between Johnson County Library and Friends of Johnson County Library.

Background: Johnson County Library and Friends of Johnson County Library have partnered since the founding of the Library in 1952. This partnership is activated by the Friends managing weeds and discards, selling used books to support JCL, and advocating with elected officials on Library-related matters; and by the Library collecting donated materials from the community for management by the Friends.

Alternatives: Establish an informal relationship with the Friends of Johnson County Library.

Legal Review: Reviewed by counsel.

Budget Approval: Johnson County Library will provide support for areas indicated as Library responsibilities aligned with approved budgets and procedures. Friends of Johnson County Library will provide support for areas indicated as Friends of Johnson County Library responsibilities, including payment for weeds and discards, aligned with their approved budgets and procedures.

Recommendation: To approve the memorandum of understanding with the Friends of Johnson County Library for a three-year term.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Friends of Johnson County Library Memorandum of Understanding for the years 2024 to 2026.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY

AND

THE FRIENDS OF JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into January 1, 202~~43~~⁴ and will automatically terminate, unless extended by written consent of both parties, on January 1, 202~~74~~⁴ by and between the FRIENDS OF JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as Friends), and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as the Library).

Recitals:

- 1) Friends was established in 1956 by the founders of the Library to transfer their work in operating volunteer library functions to an advocacy and support organization for the Library, and
- 2) Friends is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Library system and promote informed community interest in the Library functions, resources, services and needs; ~~and to raise supplementary funds for the Library;~~ and
- 3) ~~The~~ Friends is a membership organization that encourages participation from individuals, families, corporations and other organizations; and
- 4) Friends sells surplus Library materials to the public to assist the Library in meeting its statutory requirement to dispose of surplus property purchased with public funds by offering it for purchase by the general public pursuant to K.S.A. 19-211, and
- 5) Friends has, since 1984, sold surplus Library materials in a variety of settings to benefit the Library, and
- 6) Friends, organized as a Kansas not-for-profit corporation, may engage in public advocacy efforts on behalf of issues affecting or important to libraries and their supporters.

NOW THEREFORE, Friends and the Library agree as follows:

a) Friends shall:

- i) Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
- ii) Sell or otherwise dispose of donated and surplus Library materials through book sales, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials;
- ~~iii) Donate sales revenue to the Johnson County Library Foundation ("Foundation") after Friends has fully funded its operational expenses and reserves;~~
- ~~iv)iii)~~ Provide for and oversee all operations related to its obligations under this Agreement including:
 - (1) employing any necessary staff to handle operations, sort books, oversee book sales, and provide for sorting and storage facilities;
 - (2) ~~Friends shall purchas~~inge, ~~licens~~inge, ~~install~~ing and ~~maintain~~ing their own staff computers, systems, and accessories for point-of-sale or book sale service points including (but not limited to) desktops, laptops, iPads, and credit card processing devices;
 - (3) ~~Friends locations outside of the Library, Friends will fund~~ing and ~~support~~ing their own network, Internet connections and electrical for Friends locations outside of the Library;
 - (4) ~~Library keycards issued to Friends staff will be manag~~ing Library keycards issued to Friends ~~staffed by~~Friends following Library keycard policies;
- ~~v)iv)~~ Provide for transport of donated materials to a Friends' facility;
- ~~vi)v)~~ Designate ~~staff a liaison~~ to attend Library Board meetings and otherwise regularly report to the Library about Friends activities and progress;

- ~~vii~~vi) Engage in advocacy efforts on behalf of the Library under the guidance of the Library Board and the County Librarian and in accordance with its Bylaws;
- ~~viii~~vii) Invite the County Librarian or ~~their his or her~~ designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
- ~~ix~~viii) Provide to Library staff ~~of the Library~~, upon request and as available, selections of donated materials to support Library programs and activities;
- ~~x~~ix) Maintain regular communication with the Library Board and staff regarding Friends' strategic initiatives, goals, and activities; and include the Library in the Friends long-term planning processes to ensure alignment of Friends' strategic goals with those of the Library;
- ~~xi~~x) Coordinate with appropriate Library staff regarding external and internal communications of Friends activities, including but not restricted to:
 - (1) Friends will provide their own technical and content website support;
 - (2) Friends will host their website, manage web analytics, and manage website domain registration;
 - (3) Friends provide and support their own email, file management tools, backups, digital storage and software licensing;
- ~~xii~~xi) Train Friends' staff and volunteers to safely and properly operate and maintain any ~~FFE-Fixtures, Furniture, and Equipment (FFE)~~ on loan to the Friends from JCL such as the TechLogic sorter, including cooperating with the Library to take all reasonable steps necessary to ensure the proper operation, storage, care, and maintenance of said; and
- ~~xiii~~xii) Distribute, in the event of dissolution of Friends, all remaining assets of every nature and description whatsoever to the Johnson County Library Foundation if it is in existence and qualified as a Section 501(c)(3) organization under the Internal Revenue Code of 1986, as amended, or any such successor provisions. If the Johnson County Library Foundation is not in existence or is not a qualified tax-exempt organization, then all of the remaining assets shall be distributed to the "Gift Fund" of the Library or any similar fund operated by the Library.

b) The Library shall:

- i) Sell surplus Library materials to Friends for an annual fee to be agreed upon by the County Librarian and Friends. Payments will be made on an annual schedule as agreed to by the County Librarian and Friends. The fee is subject to the ability of Friends to fully fund its operational expenses and reserves. Surplus Library materials will then be the property of Friends;
- ii) Ensure that Library locations serve as collection points for donated items from the public to ~~the~~ Friends;
- iii) Provide Friends with Library space for appropriate opportunities to sell used books and for administration of those activities as agreed upon between Friends and Library staff and management;
- iv) Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends' operations;
- v) Provide for transportation of surplus Library materials to a Friends facility;
- vi) Designate ~~staff a liaison~~ to attend Friends Board meetings and otherwise regularly report to the Friends about Library activities and progress;
- vii) Invite the Friends ~~B~~board designee to regularly report on Friends' business and activities at Library Board meetings and/or in appropriate venues and communication channels;
- viii) Provide ~~a staff liaison to Friends to support~~ to the Friends ~~Executive Director;~~ Board
- ix) Coordinate and support shared messaging in physical and digital channels;
- x) Coordinate and advise on issues of IT as related to Friends' sales and operations, on a case-by-case basis, per the capacity of Library staff, and:
 - (1) The Library will provide basic IT support for Friends staff related ~~in~~to integrating into Library spaces and systems – for example, providing recommendations for iPad enclosures at service points and providing access to the Library's public network. This includes hardware recommendations; the Library may choose to mark a device as unsupported and disallow connectivity if it doesn't meet minimum

requirements. For Friends locations outside of the Library, Friends will fund and support their own network, internet connections, and electrical;

- (2) The Library will provide occasional and appropriate advice for the Friends website, excluding major upgrades, redesigns or eCommerce functions. Such larger projects will be evaluated separately, and resources will be assigned on a project basis. The Library IT team will provide advice for best practices for Friends web presences as requested.
- (3) The Library will furnish a TechLogic automated materials handling system (sorter) for processing donations at the Friends processing center. The Library owns this sorter for use by ~~the~~ Friends with an annual evaluation (as part of the MOU renewal process) of the assignment to ~~the~~ Friends. The Library will provide advice on the installation of the sorter and initial configuration. Friends staff will receive training on sorter maintenance and contacting from TechLogic. The Library will fund a support and maintenance contract for this sorter with TechLogic including technical support and regular preventive maintenance. Library IT will provide basic support for the sorter including basic troubleshooting issues through the Library IT Help Desk, weekdays 8a – 5p. Friends will fund and license NeatoScan software for the sorter. Friends staff are responsible for supporting NeatoScan software. The sorter is currently approved to be housed at the Pine Ridge facility. The Library will work with ~~the~~ Friends to develop any plans to move to a new location; it cannot be moved without express approval by the Library, including required vendor support for a move.
- (4) The Library provides building access keycards with appropriate access levels for Friends staff. Keycards will be managed by Friends staff following Library keycard policies.

- xi) Maintain regular communication with the Friends’ Board and staff regarding the Library’s strategic initiatives, goals, and activities; and include Friends in the Library’s long-term planning processes to ensure Friends awareness of the Library’s strategic goals and of how Friends’ resources and support may help the Library meet those goals.

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

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

FRIENDS OF JOHNSON COUNTY LIBRARY

JOHNSON COUNTY LIBRARY

By: _____
~~Shanna Eiklenborg~~Chris Meier, President
~~Bethany Griffith~~David Sims, Chair

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
~~Stacy Bunck~~Shanna Eiklenborg, Vice President

By: _____
Kelly Kilgore, Vice Chair

Date: _____

Date: _____

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY

AND

THE FRIENDS OF JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into January 1, 2024 and will automatically terminate, unless extended by written consent of both parties, on January 1, 2027 by and between the FRIENDS OF JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as Friends), and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas (hereinafter referred to as the Library).

Recitals:

- 1) Friends was established in 1956 by the founders of the Library to transfer their work in operating volunteer library functions to an advocacy and support organization for the Library, and
- 2) Friends is organized as a Kansas not-for-profit corporation whose purpose is to bring together individuals interested in the Library system and promote informed community interest in the Library functions, resources, services and needs;and
- 3) Friends is a membership organization that encourages participation from individuals, families, corporations and other organizations; and
- 4) Friends sells surplus Library materials to the public to assist the Library in meeting its statutory requirement to dispose of surplus property purchased with public funds by offering it for purchase by the general public pursuant to K.S.A. 19-211, and
- 5) Friends has, since 1984, sold surplus Library materials in a variety of settings to benefit the Library, and
- 6) Friends, organized as a Kansas not-for-profit corporation, may engage in public advocacy efforts on behalf of issues affecting or important to libraries and their supporters.

NOW THEREFORE, Friends and the Library agree as follows:

- a) Friends shall:
 - i) Purchase surplus Library materials from the Library as set forth in Section II, Paragraph A of this Agreement;
 - ii) Sell or otherwise dispose of donated and surplus Library materials through book sales, online sales, or third parties. Friends will, in its sole discretionary authority, set prices and determine the value of donated and surplus Library materials;
 - iii) Provide for and oversee all operations related to its obligations under this Agreement including:
 - (1) employing any necessary staff to handle operations, sort books, oversee book sales, and provide for sorting and storage facilities;
 - (2) purchasing, licensing, installing and maintaining their own staff computers, systems, and accessories for point-of-sale or book sale service points including (but not limited to) desktops, laptops, iPads, and credit card processing devices;
 - (3) funding and supporting their own network, Internet connections and electrical for Friends locations outside of the Library;
 - (4) managing Library keycards issued to Friends staff following Library keycard policies;
 - iv) Provide for transport of donated materials to a Friends' facility;
 - v) Designate staff to attend Library Board meetings and otherwise regularly report to the Library about Friends activities and progress;
 - vi) Engage in advocacy efforts on behalf of the Library under the guidance of the Library Board and the County Librarian and in accordance with its Bylaws;

- vii) Invite the County Librarian or their designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
 - viii) Provide to Library staff, upon request and as available, selections of donated materials to support Library programs and activities;
 - ix) Maintain regular communication with the Library Board and staff regarding Friends' strategic initiatives, goals, and activities; and include the Library in the Friends long-term planning processes to ensure alignment of Friends' strategic goals with those of the Library;
 - x) Coordinate with appropriate Library staff regarding external and internal communications of Friends activities, including but not restricted to:
 - (1) Friends will provide their own technical and content website support;
 - (2) Friends will host their website, manage web analytics, and manage website domain registration;
 - (3) Friends provide and support their own email, file management tools, backups, digital storage and software licensing;
 - xi) Train Friends' staff and volunteers to safely and properly operate and maintain any Fixtures, Furniture, and Equipment (FFE) on loan to the Friends from JCL such as the TechLogic sorter, including cooperating with the Library to take all reasonable steps necessary to ensure the proper operation, storage, care, and maintenance of said; and
 - xii) Distribute, in the event of dissolution of Friends, all remaining assets of every nature and description whatsoever to the Johnson County Library Foundation if it is in existence and qualified as a Section 501(c)(3) organization under the Internal Revenue Code of 1986, as amended, or any such successor provisions. If the Johnson County Library Foundation is not in existence or is not a qualified tax-exempt organization, then all of the remaining assets shall be distributed to the "Gift Fund" of the Library or any similar fund operated by the Library.
- b) The Library shall:
- i) Sell surplus Library materials to Friends for an annual fee to be agreed upon by the County Librarian and Friends. Payments will be made on an annual schedule as agreed to by the County Librarian and Friends. The fee is subject to the ability of Friends to fully fund its operational expenses and reserves. Surplus Library materials will then be the property of Friends;
 - ii) Ensure that Library locations serve as collection points for donated items from the public to Friends;
 - iii) Provide Friends with Library space for appropriate opportunities to sell used books and for administration of those activities as agreed upon between Friends and Library staff and management;
 - iv) Ensure that the Library volunteer coordinator will assist in recruitment and placement of volunteers for Friends' operations;
 - v) Provide for transportation of surplus Library materials to a Friends facility;
 - vi) Designate staff to attend Friends Board meetings and otherwise regularly report to the Friends about Library activities and progress;
 - vii) Invite the Friends Board designee to regularly report on Friends' business and activities at Library Board meetings and/or in appropriate venues and communication channels;
 - viii) Provide staff support to the Friends Executive Director;
 - ix) Coordinate and support shared messaging in physical and digital channels;
 - x) Coordinate and advise on issues of IT as related to Friends' sales and operations, on a case-by-case basis, per the capacity of Library staff, and:
 - (1) The Library will provide basic IT support for Friends staff related to integrating into Library spaces and systems – for example, providing recommendations for iPad enclosures at service points and providing access to the Library's public network. This includes hardware recommendations; the Library may choose to mark a device as unsupported and disallow connectivity if it doesn't meet minimum requirements. For Friends locations outside of the Library, Friends will fund and support their own network, internet connections, and electrical;

- (2) The Library will provide occasional and appropriate advice for the Friends website, excluding major upgrades, redesigns or eCommerce functions. Such larger projects will be evaluated separately, and resources will be assigned on a project basis. The Library IT team will provide advice for best practices for Friends web presences as requested.
 - (3) The Library will furnish a TechLogic automated materials handling system (sorter) for processing donations at the Friends processing center. The Library owns this sorter for use by Friends with an annual evaluation (as part of the MOU renewal process) of the assignment to Friends. The Library will provide advice on the installation of the sorter and initial configuration. Friends staff will receive training on sorter maintenance and contacting from TechLogic. The Library will fund a support and maintenance contract for this sorter with TechLogic including technical support and regular preventive maintenance. Library IT will provide basic support for the sorter including basic troubleshooting issues through the Library IT Help Desk, weekdays 8a – 5p. Friends will fund and license NeatoScan software for the sorter. Friends staff are responsible for supporting NeatoScan software. The sorter is currently approved to be housed at the Pine Ridge facility. The Library will work with Friends to develop any plans to move to a new location; it cannot be moved without express approval by the Library, including required vendor support for a move.
 - (4) The Library provides building access keycards with appropriate access levels for Friends staff. Keycards will be managed by Friends staff following Library keycard policies.
- xi) Maintain regular communication with the Friends’ Board and staff regarding the Library’s strategic initiatives, goals, and activities; and include Friends in the Library’s long-term planning processes to ensure Friends awareness of the Library’s strategic goals and of how Friends’ resources and support may help the Library meet those goals.

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

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

FRIENDS OF JOHNSON COUNTY LIBRARY

JOHNSON COUNTY LIBRARY

By: Shanna Eiklenborg
Shanna Eiklenborg, President

By: _____
Bethany Griffith, Chair

Date: 11/7/23

Date: _____

ATTEST:
By: Stacy Burek
Stacy Burek, Vice President

By: _____
~~David Sims~~, Vice Chair
Kelly Kilgore

Date: 11/7/23

Date: _____

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: January 11, 2024
RE: Memorandum of Understanding with Johnson County Library Foundation

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

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

Background:

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

This is the annual renewal of that agreement. The Johnson County Library Foundation representative has reviewed the MOU and is in agreement. Minor updates were made to the agreement reflecting the Foundation now running their own website and bookkeeping.

Alternatives: No alternative to recommend at this time.

Legal Review: Reviewed by counsel.

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

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of _____, 2023 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: _____
~~David Sims~~ Bethany Griffith, Chair
President

By: _____
Leigh Anne Neal,

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this ___ day of _____, 2023 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.

3.0 Assistance in financial reporting and maintenance of fundraising records. 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: _____
Leigh Anne Neal, President

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: January 11, 2024

Re: Memorandum of Understanding with Johnson County Parks & Recreation District on behalf of Johnson County Museum

Issue: Partnership with Johnson County Museum for the JoCoHistory project

Suggested Motion: I move the Johnson County Library Board of Directors approves the Memorandum of Understanding between the Library and Johnson County Parks and Rec to support JoCoHistory.

Background: The JoCoHistory project provides access to historical materials related to Johnson County, and the jcohistory.org website serves as a hub for local history digital collections, resources, and a blog. From 2004 to 2022, Johnson County Library (JCL) and Johnson County Museum (JCM) informally partnered to establish and maintain JoCoHistory, which was financially supported by JCL and grants. In 2023, on behalf of JCM, Johnson County Parks & Recreation District (JCPRD) entered into a memorandum of understanding (MOU) to formalize the partnership and establish cost sharing. The 2024 MOU extends this agreement and additionally formalizes a joint steering committee to administer and annually review the MOU.

Analysis: JCL and JCM have a long and successful history of collaborating through each organizations' complementary strengths to provide public access to Johnson County history through the JoCoHistory project. JCL and JCPRD agree to continue supporting JoCoHistory and equally share platform costs. Formalizing a joint steering committee for administration of the MOU further ensures mutual benefit and success of JoCoHistory moving forward.

Funding Overview: Funding for JoCoHistory is included in the budgets for Collection Development, Information Technology, and Branch/Systemwide Services. As stated in the MOU, JCL will continue to provide full payment upfront to vendor(s) contracted for the total annual platform costs, and JCPRD, on behalf of JCM, will reimburse JCL 50% of the total annual platform costs, billed by JCL annually.

Alternatives: Partner on an informal basis for 2024 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with JCPRD.

Purchasing Review: N/A

Budget Review: Funding is available to continue this partnership

Legal Review: Reviewed by Counsel

Memorandum of Understanding for JoCoHistory

Purpose

This Memorandum of Understanding (the MOU) outlines the working relationship agreed upon between Johnson County Library (the LIBRARY) and Johnson County Park and Recreation District (JCPRD), which operates the Johnson County Museum (the MUSEUM) to support the JoCoHistory Project. JCPRD makes the agreements set forth in this MOU on behalf of the MUSEUM. The MUSEUM, for purposes of clarity, is referred to in this MOU, but it is understood and agreed that JCPRD is making the agreements set forth in this MOU on behalf of the MUSEUM and that it assumes responsibility for those agreements.

Introduction

The LIBRARY provides access to ideas, information, experiences, and materials that support and enrich people's lives. The MUSEUM showcases Johnson County's unique stories through collections, programs, and exhibitions utilizing its iconic venues. At the intersection of these missions is the foundation of the collaborative JoCoHistory project, striving to achieve a shared vision:

JoCoHistory expands the public's sense of community through an understanding of Johnson County's history and its place in American society.

Utilizing the strengths and expertise of each organization, JoCoHistory provides broadly accessible digital collections of photographs, documents, and other artifacts pertaining to the history of Johnson County, Kansas. Spearheaded by a core team comprised of designated staff from the LIBRARY and the MUSEUM, the initial phase of the project began in Fall 2004 and officially launched in Fall 2006, made possible by funding from the Institute of Museum and Library Services (IMLS) and from the Johnson County Board of County Commissioners through the Heritage Trust Fund. The LIBRARY has served as steward of the JoCoHistory technical infrastructure and web presence since inception, and upon exhaustion of all grant funds in 2010 the LIBRARY assumed all ongoing [expenses technical support](#).

The LIBRARY and MUSEUM also recognize as JoCoHistory Partners these cultural heritage organizations who also contribute to this project:

- Johnson County Archives
- Kansas School for the Deaf
- [Lenexa Historical Society](#)
- [City of Lenexa](#)
- Olathe Public Library
- Overland Park Historical Society
- Shawnee Indian Mission Library
- Shawnee Mission School District

The LIBRARY and MUSEUM acknowledge these stakeholders in JoCoHistory:

- Johnson County general public
- Researchers interested in Johnson County
- LIBRARY and MUSEUM staff
- JoCoHistory Partners

The LIBRARY and MUSEUM are committed to the vision and stakeholders of JoCoHistory and agree to support it as specified in this MOU.

Responsibilities

For the duration of this MOU, January 1, ~~2023~~2024, to December 31, ~~2023~~2024, the LIBRARY and JCPRD, on behalf of the MUSEUM, agree to the following:

Administration

The LIBRARY and MUSEUM agree to establish a Steering Committee to administer the MOU. The Steering Committee will consist, at a minimum, of staff responsible for managing the following:

- JCL digital collections
- JCL local history partnerships
- JCL IT
- JCL communications
- JCPRD Museum
- JCPRD ITS

The MOU will be reviewed annually prior to renewal.

Collections

The JoCoHistory collections are comprised of digital objects and metadata supplied by the LIBRARY, MUSEUM, and JoCoHistory Partners.

Collection Management

The LIBRARY and MUSEUM each will:

- Be responsible for any expenses associated with digitization and preparation of objects and metadata for each organization's own collections.
- Upload and maintain digital objects and metadata for each organization's own collections.

The LIBRARY and the MUSEUM jointly will:

- Meet to collaboratively plan the selection, prioritization, and frequency of new collections, objects, and metadata to be added.
- Update digital objects and metadata for JoCoHistory Partners as needed.
- Refer and respond to public inquiries about the collections as needed.

Collection Platform

The collection platform includes software and hosting for both the digital repository and the website. The digital repository consists of the backend technical infrastructure used to collect, organize, and access collections' digital objects and metadata. The website provides the frontend interface that displays, supports, and enhances the repository collections and supplemental content.

Contract negotiation

The LIBRARY will negotiate contracts for platform products and services with vendor(s) annually.

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual platform cost. JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual platform cost, billed by the LIBRARY annually.

Training

The LIBRARY will coordinate platform training for core team contributors as needed and disseminate updates from vendors to contributors.

Maintenance

The LIBRARY will facilitate technical maintenance that ensures the platform is functional.

Website Content

The LIBRARY and MUSEUM jointly will:

- Develop and adhere to style guidelines to maintain continuity and voice.
- Approve changes and additions to the website's design, content, and features.
- Manage and perform the authoring, editing, and publishing of content.

Blog Platform

The blog provides supplemental content that supports and enhances the JoCoHistory collections. The blog platform includes the software and hosting for a backend content management system and frontend web interface.

Contract negotiation

The LIBRARY will negotiate contracts for blog software and hosting with vendor(s) annually.

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual blog cost. JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual blog cost, billed by the LIBRARY annually.

Maintenance

The LIBRARY will facilitate technical maintenance that ensures the blog is functional.

Training

The LIBRARY will coordinate blog training for core team contributors as needed and disseminate updates from vendors to contributors.

Blog Content

The LIBRARY and the MUSEUM ~~jointly each~~ will:

- Develop and adhere to style guidelines to maintain continuity and voice.
- ~~Confer to Aa~~ approve changes and additions to the blog's design and features.
- Assign, create, and publish content according to an ~~annually jointly~~ agreed upon schedule.

Marketing

The LIBRARY and MUSEUM are dedicated to promoting JoCoHistory collections and associated content through the organizations' respective marketing channels, including but not limited to:

- Websites
- Social media
- Print publications

Acknowledgement

The below executors accept this agreement on behalf of the LIBRARY and JCPRD, on behalf of the MUSEUM.

Patricia Suellentrop, County Librarian
Johnson County Library

Jeff Stewart, Executive Director
Johnson County Park and Recreation District

Date

Date

Memorandum of Understanding for JoCoHistory

Purpose

This Memorandum of Understanding (the MOU) outlines the working relationship agreed upon between Johnson County Library (the LIBRARY) and Johnson County Park and Recreation District (JCPRD), which operates the Johnson County Museum (the MUSEUM) to support the JoCoHistory Project. JCPRD makes the agreements set forth in this MOU on behalf of the MUSEUM. The MUSEUM, for purposes of clarity, is referred to in this MOU, but it is understood and agreed that JCPRD is making the agreements set forth in this MOU on behalf of the MUSEUM and that it assumes responsibility for those agreements.

Introduction

The LIBRARY provides access to ideas, information, experiences, and materials that support and enrich people's lives. The MUSEUM showcases Johnson County's unique stories through collections, programs, and exhibitions utilizing its iconic venues. At the intersection of these missions is the foundation of the collaborative JoCoHistory project, striving to achieve a shared vision:

JoCoHistory expands the public's sense of community through an understanding of Johnson County's history and its place in American society.

Utilizing the strengths and expertise of each organization, JoCoHistory provides broadly accessible digital collections of photographs, documents, and other artifacts pertaining to the history of Johnson County, Kansas. Spearheaded by a core team comprised of designated staff from the LIBRARY and the MUSEUM, the initial phase of the project began in Fall 2004 and officially launched in Fall 2006, made possible by funding from the Institute of Museum and Library Services (IMLS) and from the Johnson County Board of County Commissioners through the Heritage Trust Fund. The LIBRARY has served as steward of the JoCoHistory technical infrastructure and web presence since inception, and upon exhaustion of all grant funds in 2010 the LIBRARY assumed all ongoing technical support.

The LIBRARY and MUSEUM also recognize as JoCoHistory Partners these cultural heritage organizations who also contribute to this project:

- Johnson County Archives
- Kansas School for the Deaf
- Lenexa Historical Society
- City of Lenexa
- Olathe Public Library
- Overland Park Historical Society
- Shawnee Indian Mission Library
- Shawnee Mission School District

The LIBRARY and MUSEUM acknowledge these stakeholders in JoCoHistory:

- Johnson County general public
- Researchers interested in Johnson County
- LIBRARY and MUSEUM staff
- JoCoHistory Partners

The LIBRARY and MUSEUM are committed to the vision and stakeholders of JoCoHistory and agree to support it as specified in this MOU.

Responsibilities

For the duration of this MOU, January 1, 2024, to December 31, 2024, the LIBRARY and JCPRD, on behalf of the MUSEUM, agree to the following:

Administration

The LIBRARY and MUSEUM agree to establish a Steering Committee to administer the MOU. The Steering Committee will consist, at a minimum, of staff responsible for managing the following:

- JCL digital collections
- JCL local history partnerships
- JCL IT
- JCL communications
- JCPRD Museum
- JCPRD ITS

The MOU will be reviewed annually prior to renewal.

Collections

The JoCoHistory collections are comprised of digital objects and metadata supplied by the LIBRARY, MUSEUM, and JoCoHistory Partners.

Collection Management

The LIBRARY and MUSEUM each will:

- Be responsible for any expenses associated with digitization and preparation of objects and metadata for each organization's own collections.
- Upload and maintain digital objects and metadata for each organization's own collections.

The LIBRARY and the MUSEUM jointly will:

- Meet to collaboratively plan the selection, prioritization, and frequency of new collections, objects, and metadata to be added.
- Update digital objects and metadata for JoCoHistory Partners as needed.
- Refer and respond to public inquiries about the collections as needed.

Collection Platform

The collection platform includes software and hosting for both the digital repository and the website. The digital repository consists of the backend technical infrastructure used to collect, organize, and access collections' digital objects and metadata. The website provides the frontend interface that displays, supports, and enhances the repository collections and supplemental content.

Contract negotiation

The LIBRARY will negotiate contracts for platform products and services with vendor(s) annually.

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual platform cost. JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual platform cost, billed by the LIBRARY annually.

Training

The LIBRARY will coordinate platform training for core team contributors as needed and disseminate updates from vendors to contributors.

Maintenance

The LIBRARY will facilitate technical maintenance that ensures the platform is functional.

Website Content

The LIBRARY and MUSEUM jointly will:

- Develop and adhere to style guidelines to maintain continuity and voice.
- Approve changes and additions to the website's design, content, and features.
- Manage and perform the authoring, editing, and publishing of content.

Blog Platform

The blog provides supplemental content that supports and enhances the JoCoHistory collections. The blog platform includes the software and hosting for a backend content management system and frontend web interface.

Contract negotiation

The LIBRARY will negotiate contracts for blog software and hosting with vendor(s) annually.

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual blog cost. JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual blog cost, billed by the LIBRARY annually.

Maintenance

The LIBRARY will facilitate technical maintenance that ensures the blog is functional.

Training

The LIBRARY will coordinate blog training for core team contributors as needed and disseminate updates from vendors to contributors.

Blog Content

The LIBRARY and the MUSEUM each will:

- Develop and adhere to style guidelines to maintain continuity and voice.
- Confer to approve changes and additions to the blog's design and features.
- Assign, create, and publish content according to an jointly agreed upon schedule.

Marketing

The LIBRARY and MUSEUM are dedicated to promoting JoCoHistory collections and associated content through the organizations' respective marketing channels, including but not limited to:

- Websites
- Social media
- Print publications

Acknowledgement

The below executors accept this agreement on behalf of the LIBRARY and JCPRD, on behalf of the MUSEUM.

Patricia Suellentrop, County Librarian
Johnson County Library

Jeff Stewart, Executive Director
Johnson County Park and Recreation District

Date

Date

Briefing Sheet

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 11, 2024
Re: Shawnee: Contract Approval for Shelving Replacement

Issue: Consider approving a contract for shelving replacement at the Shawnee Library.

Suggested Motion: I move to approve a contract with Southwest Solutions Group in an amount not to exceed \$166,866.31 to perform shelving replacement at the Shawnee library.

Background: Capital Replacement Program (CRP) work planned for Shawnee includes HVAC and security upgrades, restroom remodel, ADA improvements, exterior building signage, and shelving and flooring replacement, and other interior improvements. The work order authorization for the majority of this work was approved in December, 2024, and that did not include shelving replacement. That is a separate contract we are bringing for your consideration.

The purpose of the CRP is to investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner. The CRP ensures that the useful life of Library buildings is maximized.

Analysis: Our Facilities partners are communicating with the contractors to schedule this work during the planned Shawnee CRP closure in first and second quarter.

Budget Review: This work is funded from approved 2024 CRP funds.

Legal Review: Library legal counsel has approved the contract.

Alternatives: 1) Not approve the contract.

Recommendation: Approve a contract with Southwest Solutions Group in an amount not to exceed \$166,866.31 to perform shelving replacement at the Shawnee library.

Suggested Motion: I move to approve a contract with Southwest Solutions Group in an amount not to exceed \$166,866.31 to perform shelving replacement at the Shawnee library.

Southwest Solutions Group, Inc.

8049 Bond Street
 Lenexa, KS 66214
 Phone: (913) 345-0289
 Fax: (913) 345-9758



Quote # 133084-A

Date: October 19, 2023

Project # 113617

Page 1 of 4

Quote valid for 30 days.

www.southwestsolutions.com

BILL TO:

Johnson County Library
 13811 Johnson Dr
 Shawnee, KS 66216

INSTALL TO:

Johnson County Library
 13811 Johnson Dr
 Shawnee, KS 66216

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker	JoCo Library_Shawnee Branch and misc for Cedar Roe_SSG 113617-1 Quote_10-19-23	Net 30 - Billable upon delivery, payment due in 30 days	10 to 12 weeks (after receipt of order)

113617-1E SOURCEWELL: STATIC CANTILEVER LIBRARY SHELVING

#	DESCRIPTION	
1	Per Drawing: 113617-1E SHAWNEE BRANCH: STATIC CANTILEVER LIBRARY SHELVING, with End Panels, (6) End Panels with 8-slats lined with aluminum liner and Laminate Canopy Top Per Drawing: 113617-1D Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (non-union/non-prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified. Because of market volatility impacting freight, fuel, steel and aluminum, this quote is valid for 30 days. Orders placed after that may be subject to a 5% price increase. Lead times are subject to change until time of purchase. Per Sourcewell Contract, orders are to be placed with: Southwest Solutions Group 2535 East State Highway 121, Suite 110-B Lewisville, TX 75056 So that we may process your order in a timely manner, please address contract as shown above. Sourcewell Contract No: 010920-SPC Effective Date: 03/25/2020 - 03/25/2024	\$165,148.95



Southwest Solutions Group, Inc.

8049 Bond Street
 Lenexa, KS 66214
 Phone: (913) 345-0289
 Fax: (913) 345-9758



Quote # 133084-A

Date: October 19, 2023

Project # 113617

Page 2 of 4

Quote valid for 30 days.

www.southwestsolutions.com

BILL TO:
 Johnson County Library
 13811 Johnson Dr
 Shawnee, KS 66216

INSTALL TO:
 Johnson County Library
 13811 Johnson Dr
 Shawnee, KS 66216

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker	JoCo Library_Shawnee Branch and misc for Cedar Roe_SSG 113617-1 Quote_10-19-23	Net 30 - Billable upon delivery, payment due in 30 days	10 to 12 weeks (after receipt of order)

113617-1E SOURCEWELL: STATIC CANTILEVER LIBRARY SHELVING

#	DESCRIPTION	
2	Per Drawing: 113617-1E CEDAR ROE BRANCH: ADDITIONAL LIBRARY SHELVES: 30 - CANT. ADJUSTABLE SHELF-SLOTTED W/END BRACKETS 36 x 9	\$1,717.36

Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (non-union/non-prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified.

Because of market volatility impacting freight, fuel, steel and aluminum, this quote is valid for 30 days. Orders placed after that may be subject to a 5% price increase. Lead times are subject to change until time of purchase.

Per Sourcewell Contract, orders are to be placed with:

Southwest Solutions Group
 2535 East State Highway 121, Suite 110-B
 Lewisville, TX 75056

So that we may process your order in a timely manner, please address contract as shown above.

Sourcewell Contract No: 010920-SPC
 Effective Date: 03/25/2020 - 03/25/2024

Subtotal: \$166,866.31

Plus Applicable Sales Tax:

Total: \$166,866.31

Financing and leasing options are available. Call for details.

[We accept Credit Cards and eChecks.](#)

Credit Card payments over \$25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228

Authorized Signature: _____

Date: _____

P.O. #: _____



Scope of Work

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

BY SSG	
TYPE	DESCRIPTION
General	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: \$3.00 per hundred weight per month up to 90 days. \$7.50 per hundred weight per month over 90 days.
Direct Ship	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty.
Design	Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

BY CLIENT	
TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services.
Drawing Approval	Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. Lead times begin after receipt of drawing approval.
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a \$325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE	
TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of ¼" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE	
TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.

Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described above (collectively, the "Equipment").

1. **WARRANTY.**
 - (a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.
 - (b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.
2. **LIMITATION OF LIABILITY.**
 - (a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
 - (b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.
3. **BASIS OF BARGAIN.** The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.
4. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.
5. **NOTICE.** All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.
6. **SECURITY INTEREST.** Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.
7. **MISCELLANEOUS.**
 - (a) **Governing Law; Venue.** This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. The parties exclusively in Dallas County, Texas.
 - (b) **Late Fees; Disputes.** All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.
 - (c) **Entire Agreement.** This proposal constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.
 - (d) **Amendment.** This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.
 - (e) **Successors and Assigns; Assignment.** This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.
 - (f) **Waiver.** No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.
 - (g) **Severability.** In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.
 - (h) **Survival.** Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.
8. **CANCELLATIONS.** Southwest Solutions Group, Inc. will accept cancellation of firm orders prior to completion of delivery and installation, subject to the following conditions:
 - (a) The notice of cancellation must be in writing by the customer to SSG.
 - (b) SSG will use reasonable commercial efforts to cancel any firm order(s) for materials which have been submitted by SSG to the manufacturer or supplier related to the cancelled customer order:
 - (i) To the extent that any firm order(s) for materials to the manufacturer or supplier are cancelled without cost to SSG, the same will be cancelled and removed from the customer order. Otherwise, any cost of such cancellation will be borne by the customer.
 - (ii) Please note that automated solutions are custom designed to meet the customer's exact specifications. As such factories often impose cancellation fees after an order has been placed with the manufacturer. Any such cancellation fees will be borne by the customer.
 - (iii) For products that have shipped from the source for which a return is allowed by the manufacturer or supplier, the cost of return shipping shall also be borne by the customer.
 - (c) If the cancelled order included delivery and installation, the cost of all delivery and installation services provided up to the date of cancellation will be borne by the customer.
 - (d) A minimum charge of 50% of the original purchase order price will be imposed for changes or cancellation.
 - (e) Southwest Solutions Group, Inc. will not accept returns for materials delivered to the customer and installed (whether by SSG or others).

Briefing Sheet

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 11, 2024
Re: Authorizing a Contract with CBRE for Real Estate Brokerage Services

Issue: Request for Proposal (RFP) # 2023-062, Consider authorizing a contract with CBRE Advisory & Transaction Services, for real estate brokerage services for Johnson County Library with a real estate commission of 6% of the sale price.

Suggested Motion: I move to authorize a contract with CBRE Advisory & Transaction Services, for real estate brokerage services for Johnson County Library with a real estate commission of 6% of the sale price.

Background: In March of 2023 the Library Board authorized the County Librarian to publicly offer the former Lackman Library property for sale. At that time the Library worked with County Purchasing to use the Ionwave (public procurement) platform to solicit bids for the property as well as work to inform the community of the building being for sale and reaching out to interested parties about the process. While there appeared to be some possible interest there ended up not being any bids received for purchase. The next step that has been taken is for the Library to go through the Request for Proposal (RFP) process to try and select a real estate broker that could represent the Library in the public sale of the former Lackman Library property.

Analysis: On Friday, August 25, 2023, the Financial Management and Administration (FMA), Purchasing Division opened RFP 2023-062 for real estate brokerage services for Johnson County Library. The RFP was advertised in the local newspaper, posted electronically on the Johnson County website and Johnson County electronic bidding site powered by Ionwave Technologies. Notices were sent to 692 firms.

On Monday, September 11, 2023, a pre-proposal site preview was provided to interested real estate brokers at the former Lackman Library site. Five (5) reviewed the proposal and three (3) real estate brokerage firms responded to the RFP.

A total of three (3) responsive proposals were received and all three (3) real estate brokerage firms were interviewed. The three (3) firms that submitted proposals and were interviewed were: Block Real Estate Services, CBRE Advisory & Transaction Services, and Newmark Grubb Zimmer.

The evaluation of each proposal response was based on a scale of 100 points; 30 points for project approach; 20 points for key staff members; 15 points for firm experience; 15 points for staff utilization, and 20 points for cost. Determination is made by final ranking noted in parentheses and shown below:

Evaluation Criteria	Maximum Points	CBRE Advisory & Transaction Services	Firm B	Firm C
Project Approach	30	27.8	27.2	26.6
Key Staff Members	20	18.2	17.4	16.6
Firm Experience	15	14	13.6	13.2
Staff Utilization	15	14	13.4	13.4
Cost Proposal	20	15.8	17.6	20

Total	100	89.8 (1)	89.2 (3)	89.8 (2)
--------------	------------	-----------------	-----------------	-----------------

Staff from Johnson County Library, Facilities, and Budget & Financial Planning evaluated the proposals. Based on the initial proposals and scoring of these first the RFP committee decided to interview all three (3) firms that submitted a proposal. After interviewing the firms the RFP Committee recommends the top ranked firm, CBRE Advisory & Transaction Services.

CBRE Advisory & Transaction Services demonstrated a clear and complete understanding of what the Library is needing to do, has very relevant and related experience, and has shown the ability to provide the type of real estate brokerage services that the Library needs based on their portfolio of prior real estate transactions.

Funding Overview: The real estate brokerage service fees will be covered by the 6% of the proceeds of the sale of property.

Alternatives: The Library Board could recommend not moving forward with a contract with CBRE Advisory & Transaction Services and recommend another method for trying to sell the former Lackman Library property.

Recommendation: Authorize a contract with CBRE Advisory & Transaction Services for real estate brokerage services for Johnson County Library.

Purchasing Review: FMA- Purchasing facilitated this procurement ensuring the recommendation meets requirements of the County's purchasing policies and procedures and concurs with the recommendation being made.

Legal Review: Library Board Counsel with Library Board authorization will be working up a contract with CBRE Advisory & Transaction Services on a contract for real estate brokerage services.

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 11, 2024
Re: Johnson County Library's 2025-2029 Capital Improvement Program (CIP) Submission

Issue: 2025-2029 Capital Improvement Program (CIP) Submission.

Suggested Motion: None required at this time as this is just preliminary review of requests.

Background: County agencies and departments are annually asked to put forth their Capital Improvement Program (CIP) requests for the coming budget season in the form of a 5-year capital planning look ahead.

This upcoming 2025 budget plan will cover the 5-year capital planning period of FY 2025 to FY 2029. This currently drafted Library 2025-2029 CIP is informational; with a plan for the Library Board to take official action on this at the February 2023 Library Board meeting. The numbers are subject to change as the Library's Facility partners are working to update them to reflect projected construction inflation.

Those updated capital numbers are planned to be presented at the January 2024 Budget Committee Meeting as part of the budget planning for the FY 2025 budget where the financing for the projects will be discussed and the impacts of these projects outlined in the Library's multi-year forecast.

After Johnson County Library Board action, which is anticipated in February, the CIP requests will be presented to the County CIP Committee, who will review and forward these recommendations on to the County Manager for inclusion in the County Manager's 2025 budget proposal that will be put forth to the Board of County Commissioners (BOCC) in May of 2025. The Library Board will also have approvals associated with the 2025-2029 CIP included with the proposed 2025 Library budget that will be brought forward to the Library Board in March 2024 for review and April 2024 for action. The BOCC will vote on their final recommended budget for 2025 in late August of 2024 or early September of 2024.

Analysis: The order of the projects is in alignment with past submittals and what was recently reaffirmed at the October 2023 Library Board Retreat.

Funding Overview: The projects listed currently fit the projected budget resources in the balanced multi-year budget plan that will be provided to the Library Budget Committee in January 2024.

Alternatives: The Library Board could recommend changes to the order of projects or what is included for submission for the 2025-2029 CIP.

Recommendation: This is being presented for information only at this point in time. Voting on this 2025-2029 CIP submission is anticipated to occur at the February 2024 meeting.

Department Request Summary
FY 2025 - FY 2029 Capital Improvement Program
Johnson County, Kansas

Department: Library		Date of Submission: January 2024 (Prior 2023 Estimates)						
Priority	Project Title	Projected Capital Expenditures						Total
		2025	2026	2027	2028	2029	Total	
1	Capital Replacement Program (CRP)	\$ 2,117,096	\$ 2,265,383	\$ 2,111,683	\$ 2,758,386	\$ 2,350,000	\$ 11,602,548	
2	CLMP Study Refresh	\$ 576,000	-	-	-	-	\$ 576,000	
3	Corinth Library Replacement	-	\$ 1,839,164	\$ 14,917,697	\$ 8,434,125	-	\$ 25,440,986	
4	Mobile Learning Lab	-	-	-	\$ 523,688	\$ 578,812	\$ 1,102,500	
	Blue Valley Library Programming Study	-	-	-	-	\$ 300,000	\$ 300,000	
	Total	\$ 2,693,096	\$ 4,104,547	\$ 17,029,380	\$ 11,716,199	\$ 3,228,812	\$ 38,772,034	
Department Preparer:		Department Approval: Tricia Suellentrop						

Capital Improvement Program - Capital Project Expenses

Department:	Library		Submitted by:		Tricia Suellentrop		
Project:	JCL Capital Replacement Plan (CRP)		Priority #	Year Requested	2025		
				1			
	Prior Year	2025	2026	2027	2028	2029	Project Total
Capital Expenditures							
Building Envelope / Roofing / Exterior Building Signage		744,711	115,182	652,300	794,559	705,000	3,011,752
Parking Lots / Site Repair / Irrigation/ Landscaping / ADS Interior Work / Finishes / ADA		242,028	387,601	179,775	278,342	235,000	1,322,746
Subtotal	0	877,894 1,864,633	1,173,700 1,676,483	1,037,322 1,869,397	656,569 1,729,470	690,000 1,630,000	4,435,485 8,769,983
Equipment Expenditures							
Building HVAC / Electrical Equip Replacement		252,464	588,900	242,286	1,028,916	720,000	2,832,566
Subtotal	0	252,464	588,900	242,286	1,028,916	720,000	2,832,566
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	2,117,097	2,265,383	2,111,683	2,758,386	2,350,000	11,602,549

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: JCL Capital Replacement Program (CRP)

Date of Submittal:

Department Priority: System

Project is: On-going from prior years [] Replacement [X] Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The purpose of the Capital Replacement Program (CRP) is to: investigate and evaluate the condition of major building components and systems in Library facilities, establish a repair/replacement schedule for those components, and implement the projects. This systematic approach allows the ongoing care and maintenance of existing assets to be prioritized in a holistic manner.

Examples of building systems contained in the CRP include: heating, ventilation and air conditioning (HVAC), e.g. remote terminal units, air handling units, etc.; exterior building envelope, e.g. roofs, building skin, windows, doors, exterior signage, etc.; vertical systems, e.g. stairs, elevators, etc.; mechanical, electrical and plumbing (MEP) systems, e.g. restrooms, sewers, panels, switchgear; dock lifts, life safety systems, e.g. fire sprinklers, alarms, etc.; structural systems, e.g. foundations, slabs, roof framing, etc.; interior construction, e.g. partition walls, ceilings, doors, finishes, etc.; site work, e.g. sidewalks, grading, parking, stormwater systems, etc.

In 2019, a comprehensive study of the systems in each Library facility was completed by VFA/Accruent and that has been used to determine budget forecast, scope of work, and timing of CRP requests for 2025 to 2029.

This study is in constant evolution learning with the on-site experience of FAC maintenance group, Archibus reports, and the changing conditions of the building systems and mechanical components.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

Building component and system replacement grows in scope and cost the longer it is deferred. Projects that are deferred can lead to higher energy costs, increased staff time in dealing with problematic systems, safety hazards, and lower satisfaction and/or comfort for the public and staff who use the facilities every day.

Services provided differ as CRP projects occur at a variety of buildings throughout the Library system.

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

The CRP ensures that the useful life of Library buildings is maximized and new construction and/or major remodeling projects are deferred. CRP supports a quality environment for the public and for our staff. This need is currently being met by annual funding of the CRP, which comes from Johnson County Library's Operating Fund. The CRP database is continually updated to prioritize expenditure of funds and projects.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

CRP Projects are generally implemented during the fiscal year that they are funded. A portion of the projects carry over to subsequent years before being completed.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

The CRP enables the Library to pursue their Strategic Priorities by properly maintaining the facilities that house the Library functions.

The Library CRP directly relates to the BOCC's Strategic Priority regarding Infrastructure by appropriately planning for repair and replacement of Library building components and systems.

Capital Improvement Program - Capital Project Expenses

Department:	Library		Submitted by:		Tricia Suellentrop		
Project:	CLMP Study Refresh		Priority #	Year Requested	2025		
	Prior Year	2025	2026	2027	2028	2029	Project Total
Capital Expenditures							
Preliminary Studies						0	0
Land Acquisition		576,000					0
Design/Consulting							576,000
Construction							0
Subtotal	0	576,000	0	0	0	0	576,000
Equipment Expenditures							
Subtotal	0	0	0	0	0	0	0
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	576,000	0	0	0	0	576,000

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: CLMP Refresh Study

Date of Submittal:

Department Priority:

Project is: On-going from prior years [] Replacement [] Enhancement [X] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The Library's Comprehensive Library Master Plan (CLMP) was completed in 2015 and the BOCC subsequently increased the mill levy to provide funding for the implementation of the CLMP.

The first several projects in the CLMP have either been completed or are scheduled. This Study Refresh will provide updated data and patron feedback to inform the Library's strategic decision-making and determine how to best meet changing Library facility and service needs and assess and determine the following items at a minimum:

- Types, quantities, and sizes of library facilities throughout the County
- Program services in these facilities
- Estimated Operating and Capital Costs
- Anticipated Phasing Timeline

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

The 2015 Comprehensive Library Master Plan implementation has been highly successful to date. The Library recognizes that by the time this CIP request is approved, nearly 10 years will have passed, and that patron and community needs change over time. This study will allow the Library to update and confirm or revise previous findings as needed to match changing community needs. The 2015 CLMP was not fully funded and several projects still remain – this study will provide a path to continue to ensure the best result for library services in our community.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

The following timeline is anticipated and may change:

Consultant Selection	Q4-Q1 2025-2026
Study	Q1-Q3 2026

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priority regarding Infrastructure by appropriately planning to support our growing and expanding community.

This project also aligns with the Library's Strategic Priorities of: Education, Operations, Community, Communication and Convenience.

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:		Tricia Suellentrop			
Project:	Corinth Library Replacement	Priority #	3	Year Requested	2026		
	Prior Year	2025	2026	2027	2028	2029	Project Total
Capital Expenditures							
Preliminary Studies	250,000					0	250,000
Land Acquisition			1,839,164	895,356			2,734,520
Design/Consulting				10,308,375	8,434,125		18,742,500
Construction				257,966			257,966
Public Art							
Subtotal	250,000	0	1,839,164	11,461,697	8,434,125	0	21,984,986
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)					3,456,000		3,456,000
Subtotal	0	0	0	0	3,456,000	0	3,456,000
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	250,000	0	1,839,164	11,461,697	11,890,125	0	25,440,986

Capital Improvement Program - Project Operating Expenses

Department:		Library		Submitted by:		Tricia Suellentrop		2026		
Project:		Corinth Library Replacement		Department Priority #		3		Year Requested		
Personnel Expenditures (Position Title)	Grade	FTE	Hourly Amount	Start Date	2025	2026	2027	2028	2029	Estimated Annual Cost
Library Clerk	13.13	1.00	25.00	1/3/2028				78,860	82,014	78,860
Library Clerk	13.13	1.00	25.00	1/3/2028				78,860	82,014	78,860
Library Clerk	13.13	0.50	25.00	1/3/2028				30,680	31,907	30,680
Library Clerk	13.13	0.50	25.00	1/3/2028				30,680	31,907	30,680
Subtotal		3.00			0	0	0	219,080	227,843	219,080
Contractual (On-Going)		Account Code		Date						
Subtotal					0	0	0	0	0	0
Commodities (On-Going)		Account Code		Date						
Subtotal					0	0	0	0	0	0
Capital Outlay (On-Going)		Account Code		Date						
Subtotal					0	0	0	0	0	0
Start-Up (One-Time)		Account Code		Date						
Subtotal					0	0	0	0	0	0
Subtotal					0	0	0	0	0	0

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: Corinth Library Replacement
Project

Date of Submittal:

Department Priority:

Project is: On-going from prior years [] Replacement [X] Enhancement [] Growth [] New Service Provision []

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

The approximately 20,000 square foot Corinth Library building is reported to be in relatively poor condition. This project would build a replacement library at a site that is to be determined. The Library is currently working on a site study with the City of Prairie Village and the YMCA to determine whether relocating to the Harmon Park campus is desirable to the Library and City. In 2024 the Library Board will determine whether to stay on the existing site or move to the Prairie Village site, either of which would serve the needs of the library patrons in this area.

The Library expects to also complete a site comparison study and a programming study for this location in 2024.

The Library's Comprehensive Library Master Plan (CLMP) was completed in 2015 and the BOCC subsequently increased the mill levy to provide funding for the implementation of the CLMP.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

A Drive-Thru for holds pickup will be added with this replacement facility, as well as a larger meeting room to better serve the northeast community, otherwise, the nature of the services at the Corinth Library are not anticipated to change overmuch. The replacement facility will be better able to meet the needs of the public and staff.

If not funded, we would continue to provide maintenance and repairs to the existing building that is in poor condition for as long as possible before closing the branch when repair is no longer possible.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

operating requests needed to support the new position(s) and or the operating expenses related to this project.)

The following timeline is anticipated and may change:

Architect Selection	Q2	2026
Program Verification/Design and Documentation	Q3-Q2	2026-2027
Bidding/Approvals	Q3	2027
Construction	Q3-Q2	2027-2028
Furniture Installation/Move In	Q3	2028
Opening	Q3	2028

Because this building replacement would add a drive-thru, we anticipate up to 3 FTE of new positions.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priority regarding Infrastructure by appropriately planning to support our growing and expanding community.

This project also aligns with the Library's Strategic Priorities of: Education, Operations, Community, Communication and Convenience.

Capital Improvement Program - Capital Project Expenses

Department:	Library		Submitted by:		Tricia Suellentrop		
Project:	Mobile Lab		Priority #	Year Requested	2028		
			4		2028		
	Prior Year	2025	2026	2027	2028	2029	Project Total
Capital Expenditures							
Preliminary Studies						0	0
Land Acquisition					50,000		0
Design/Consulting							50,000
Construction							0
Subtotal	0	0	0	0	50,000	0	50,000
Equipment Expenditures							
Mobile Learning Lab					650,000		650,000
Equipment for Lab						402,500	402,500
Subtotal	0	0	0	0	650,000	402,500	1,052,500
Start-Up Capital							
Subtotal	0	0	0	0	0	0	0
Total Capital	0	0	0	0	700,000	402,500	1,102,500

Capital Improvement Program - Project Operating Expenses

Department:		Library		Submitted by:		Tricia Suellentrop		2028		
Project:		Mobile Lab		Department Priority #		4		Year Requested		
Personnel Expenditures (Position Title)	Grade	FTE	Hourly Amount	Start Date	2025	2026	2027	2028	2029	Estimated Annual Cost
Mobile Learning Unit Manager	16.16	1.00	38.00	1/3/2028				108,077	112,400	108,077
Youth Information Specialist	14.14	1.00	29.00	7/3/2028				43,312	90,089	90,089
Youth Information Specialist	14.14	1.00	29.00	7/3/2028				43,312	90,089	90,089
Youth Information Specialist	14.14	1.00	29.00	7/3/2028				43,312	90,089	90,089
Subtotal		4.00			0	0	0	238,013	382,668	378,345
Contractual (On-Going)	Account Code			Date						
Mobile Unit Contractual				1/2/2029					60,000	60,000
Subtotal					0	0	0	0	60,000	60000
Commodities (On-Going)	Account Code			Date						
Mobile Unit Commodities				1/2/2029					60,000	60,000
Subtotal					0	0	0	0	60,000	60,000
Capital Outlay (On-Going)	Account Code			Date						
Subtotal					0	0	0	0	0	0
Start-Up (One-Time)	Account Code			Date						
Subtotal					0	0	0	0	0	0

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: Mobile Learning Unit

Date of Submittal:

Department Priority:

Project is: On-going from prior years [] Replacement [] Enhancement [] Growth [] New Service Provision [X]

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

Johnson County Library, through prior research and project team efforts, has identified community need for expanded patron access and outreach with targeted emphasis on providing a traveling hub of Library services that focuses primarily on early literacy development. This project would provide a “mobile branch” that can take a select set of Library services to various underserved and disadvantaged areas of the County, focusing providing increased services that help grow early literacy skills in the *Birth to 6* and *Early Elementary* age groups, as well as caregivers and educators. It is anticipated that we would also see increased visitation at physical locations and increased usage of existing library resources because of this mobile programming.

The Library expects to work with Johnson County Library’s Foundation to help identify possible sponsors and design a capital fund raising campaign to help pay for a portion of initial costs for the mobile learning unit. Johnson County Library would be committed to paying for the additional personnel, ongoing operational and maintenance costs associated with providing these services, along with eventual costs for replacement of the mobile unit.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

The idea behind the mobile learning unit is to help fill possible opportunity gaps that have developed within Johnson County for children in certain segments of the community. The mobile unit is hoping to help enhance early literacy efforts within those underserved or disadvantaged segments of the community and provide increased access to library programs for the birth to 6 and early elementary populations along with caregivers and educators for these populations. The goal is to help create a community where every child has a chance to grow, learn, and thrive; or at a minimum help mitigate opportunity gaps in the community with more vulnerable youth populations.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

This would be a new service line for Johnson County Library which will require additional personnel to staff the mobile learning unit. The Library anticipates needing 4.0 FTE to operate the mobile learning unit. There will also be vehicle insurance, fuel, and vehicle maintenance costs associated with the mobile learning unit. Depending on what equipment is placed on the mobile learning unit there could be some maintenance agreements tied to that equipment or some subscription-based services that are tied to programs that the mobile learning unit would provide.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

This project directly relates to the BOCC's Strategic Priorities regarding Infrastructure and Health and Safety by appropriately planning to support our growing and expanding community, and striving to provide a high quality of life for all residents.

This project also aligns with the Library's Strategic Priorities of: Education, Operations, Community, Communication and Convenience.

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: Blue Valley Library

Date of Submittal:

Programming Study

Department Priority: 5

Project is: On-going from prior years Replacement Enhancement Growth New Service Provision

Description:

(Provide project description, including an overview of the need for the project, departments involved, project purpose, timeline, location(s), stakeholders, cost drivers, supporting detail, and expected useful life.)

At this point in time this is a place holder programming study for Blue Valley Library Replacement. The Comprehensive Library Master Plan (CLMP) Study Refresh will influence what the future plans for the current Blue Valley Library are and what might be best options for this location to serve the patrons in the Blue Valley Library service area.

Benefits of Project and Impact if Not Completed:

(Highlight project benefits, including efficiencies created, service enhancements, and cost savings. Also describe any short- and long- term consequences of not funding the project.)

As the service area population in Blue Valley has grown and the facility has aged it has become inadequate to properly meet the high demands that are often placed on it from a space and circulation of materials perspective. There are also some growing building and building systems deficiencies that will either need to be dealt with and decisions made with regards to what best options are for servicing the Blue Valley patrons.

Discuss Operating Budget Impact (Personnel and Non-Personnel Operating Costs):

(Explain the project's short- and long-term impacts on the community's operating budget Provide a timeline for the phasing in of all operating expenses, including new FTEs and explain any additional operating requests needed to support the new position(s) and or the operating expenses related to this project.)

If a larger facility is necessary, some additional staffing and operating expenditure authority will likely be necessary. Given the uncertainty of what direction might be taken it is hard to speculate what might be needed.

Performance Measures and Strategic Priorities:

(List department/agency performance measures that will be used to evaluate project success. Also describe how the project relates to the Board of County Commissioners Strategic Priorities.)

Capital Improvement Program FY 2025 – FY 2029 Capital and Operating Impact Form

This project directly relates to the BOCC's Strategic Priority regarding infrastructure by appropriately planning to support our growing and expanding community.

This project also aligns with the Library's Strategic Priorities of: Education, Operations, Community, Communications and Convenience.

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: January 11, 2024
Re: Antioch: Resolution regarding surplus property at Antioch Library

Issue: Resolution 2024-01, consider approving Resolution 2024-01, declaring furniture, fixtures, and equipment located in the existing Antioch Library as surplus property of no value and authorizing their disposal.

Suggested Motion: I move that the Library Board adopt Resolution 2024-01 declaring furniture, fixtures, and equipment located in the existing Antioch Library as surplus property of no value and authorizing their disposal.

Background: The Library will be relocating from the existing Antioch location to the new Merriam Plaza facility in the first few months of 2024. During this time useable furniture, fixtures, and equipment will be reallocated to other County departments and/or agencies, the Friends of Johnson County Library, or inventoried for future use.

Remaining furniture, fixtures, and equipment at the existing location are not suitable for reuse at other Johnson County Library locations, County departments or agencies, or by the Friends of Johnson County Library. Items considered of no value or cannot be repurposed are anticipated to be left at the Antioch Library and sold with the building to defray costs to the County and allow for a timely transition to the new location. Using the typical County disposal methods (on-line or in-person auction) is not practical, considering the effort it would take staff to dispose of. Resolution 2024-01 allows the disposal of all remaining surplus property by any convenient means or method as determined by the County Librarian and Library Facilities partners.

This resolution mirrors closely the process the County used to dispose of equipment at the old courthouse and Library staff have worked with the County Purchasing Department to ensure their support.

Policy 210.140.C1 Disposition of Surplus Personal Property allows Johnson County Library to deem the property as having no value which the cost of sale or transfer would likely exceed any expected gain or recovery to be disposed of by donation to a public entity or through reasonable means, and no public notice or publication shall be required prior to disposition.

Analysis: Generally, surplus property is to be offered for sale through public auction. The proposed Resolution gives the County Librarian and Library Facilities partners a one-time opportunity to deal with surplus personal property in a manner that will expedite the transition to the new Merriam Plaza Library.

Funding Overview: No funding is being requested.

Alternatives: 1) Approve the Resolution. 2) Elect to dispose of the surplus personal property in some other manner. Disposal of the surplus property in another manner will impact the timeline for transitioning out of the Antioch location.

Recommendation: Staff recommends the Library Board adopt this resolution to allow for the disposal of surplus personal property located at the Antioch Library.

Briefing Sheet

Purchasing Review: FMA-Purchasing reviewed the resolution ensuring the recommendation meets requirements of the County's surplus policies and procedures and concurs with the recommendation.

Budget Review: No approval needed: this item has no budgetary impact.

Legal Review: The Library Legal reviewed and approved the resolution as to form.

RESOLUTION NO. 2024-01

A RESOLUTION DESIGNATING LIBRARY-OWNED PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSAL

At a regular meeting of the Johnson County Library Board of Directors, Kansas conducted on Thursday, January 11, 2024, there came before the Board for consideration the matter of designating certain Library-owned personal property as surplus and authorizing its disposal pursuant to this Resolution, which follows but shall supersede County Resolution 030-09 and the County’s surplus property policy, to the extent a conflict exists. A notice of the Board’s consideration of this matter and the contemplated method(s) of disposal will be published once in the official county newspaper. The Board, upon a motion duly made, seconded, and carried adopted the following Resolution, to- wit:



WHEREAS, the Johnson County Library Board of Directors owns the Antioch Library (“Existing Library”) located in Merriam, Kansas along with all of the furniture, fixtures and equipment located in the Existing Library; and

WHEREAS, the Board is now undertaking the construction of a new library to replace the Existing Library with an anticipated “move-in” period between January 29, 2024, and March 31, 2024; and

WHEREAS, an inventory of certain furniture, fixtures and equipment now located in the Existing Library has been or will be compiled and certain items identified as surplus personal property (the “Surplus Property”);

WHEREAS, the Surplus Property is comprised, for the most part, of individual items that have been, or will be, made available to other County offices, departments and agencies and designated for their continued use; and

WHEREAS, it is contemplated that certain items of the Surplus Property not reallocated to a County office, department, or agency may be suitable for sale or donation to another governmental or public agency, or the Friends of the Johnson County Library; and

WHEREAS, the Surplus Property also includes furniture, fixtures and equipment that may be both marketable and unmarketable, but with a market value, for each item, of less than \$1000; and

WHEREAS, costs of disposing any Surplus Property that remain unallocated to another entity and therefore available for public sale are expected to exceed the market value of the Surplus Property; and

WHEREAS, the transition plan for moving library functions from the Existing Library is a short window during which the Surplus Property must be removed from the Existing Library to allow for the expedient decommissioning of the Existing Library; and

WHEREAS, removing the Surplus Property from the Existing Library is critical to the decommissioning of the structure and the logistics, expense, and uncertainty of disposing of any unallocated Surplus Property makes it necessary and desirable to authorize the Johnson County Library and Johnson County Facilities staff to dispose of the

Surplus Property by any special, prudent, and appropriate methods including sale, donation, negotiated agreement, bulk sale, in-kind services, salvage, inclusion of remaining furniture, fixtures, and equipment in the sale of the Existing Library building, or other means that will assure all the furniture, fixtures and equipment are removed from the Existing Library no later than June 30, 2024, unless being sold as part of a sale of the Existing Library building.

NOW, THEREFORE, BE IT RESOLVED by the Johnson County Board of Directors, Kansas, that all of the furniture, fixtures and equipment located in Existing Library (“Surplus Property”) is declared Library surplus and may be disposed through one or more of the following methods:

1. Reassigned for use by another County office, agency, or department of the Johnson County Government, or the Friends of the Johnson County Library;
2. By donation to another public entity for items the cost of sale or disposal of which is likely to exceed the value of the item or which may have a particular public benefit and need for the item (*e.g.*, other Libraries in Kansas);
3. By sale through a public bid process, which may include sealed bids, auction, or fixed price as a “cash and carry” sale recognizing the value of many of the items will be nominal;
4. By a “bulk sale” of all or any part of the furniture, fixtures and equipment, which may include as in-kind consideration the hauling services that will result in the removal of the Surplus Property in an expedient and timely fashion to avoid a delay in decommissioning the Existing Library; and
5. Inclusion in the Existing Library building sale all Surplus Property not otherwise

disposed of prior to June 30, 2024.

The Surplus Property shall be sold or transferred “as is” without any representation or warranty as to its condition or suitability for any particular purpose.

BE IT FURTHER RESOLVED, that the Johnson County Library and Facilities staff shall oversee the disposal of the Surplus Property in the exercise of its discretion that facilitates the timely removal of the Surplus Property from the Existing Library, which may require the establishment of special terms and conditions and notwithstanding anything in County Resolution 030-09 and County Policy 210 to the contrary.

BE IT FURTHER RESOLVED, that in order to facilitate the disposal of the Surplus Property in a timely manner, the County Librarian shall have the authority to negotiate and enter into any agreements or contracts for the disposal and removal of the Surplus Property in the best interests of the Library upon such terms and conditions the County Librarian deems reasonable and prudent.

BE IT FURTHER RESOLVED, that any action taken by the Library and Facilities staff to ensure the timely removal of the Surplus Property shall be deemed by the Board to be authorized under this Resolution in accordance with County Resolution 030-09 and County Policy 210.

Johnson County Library Board of Directors

Bethany Griffith, Library Board Chair

ATTEST:

APPROVED AS TO FORM:

Fred J. Logan, Jr.
Library Counsel

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: January 11, 2024

Re: Memorandum of Understanding with Johnson County Community College

Issue: Partnership with Johnson County Community College Adult Education program

Suggested Motion: Information Only.

Background Since 1985, Johnson County Library has provided spaces for JCCC Adult Education to provide GED and ESL classes. With the impending closure of our Antioch Branch, JCCC Adult Education will now only use space at our Gardner location to provide this service. The partnership has been successful, and it helps to meet the strategic plan goals, specifically our goal to annually review and align the strategic partnerships to continue to support the mission of Johnson County Library.

With this change of scope and a change in leadership of the Adult Education program at JCCC, we have rewritten the agreement in total.

Analysis: The use of Library spaces to deliver partner services has been successful for many years. Our community benefits by having a reliable location for JCCC Adult Education to provide classes and services.

Funding Overview: JCL supports the technology needs of JCCC in our spaces.

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

Recommendation: To approve the memorandum of understanding with Johnson County Community College Adult Education program.

Legal Review: Reviewed by Counsel

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

~~THIS AGREEMENT is made and entered into for the year 2022-2023 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~~ David Sims

Chair, Library Board of Directors

Date: _____

**FACILITY USE AGREEMENT BETWEEN
JOHNSON COUNTY COMMUNITY COLLEGE
AND
JOHNSON COUNTY LIBRARY**

THIS FACILITY USE AGREEMENT (“Agreement”) is made and entered _____, 2023, by JOHNSON COUNTY COMMUNITY COLLEGE (“JCCC”) and Johnson County Library (“Library”). JCCC and Library are “Parties.”

RECITALS

- A. JCCC’s Johnson County Adult Education program (“Program”) conducts educational classes for adults.
- B. The Program also provides individualized instruction geared to the needs of each adult enrolled without charging tuition.
- C. Since September 3, 1985, the Library has permitted the Program to operate at various Library locations.
- D. The Library desires to continue permitting JCCC to operate the Program at the Library’s Gardner library branch facility located at 137 E Shawnee, Gardner, KS (“Facility”) on the terms set forth in this Agreement.

THEREFORE, JCCC and the Library agree as follows:

AGREEMENT

1. The Library grants JCCC limited license to use designated areas in the Facility for the sole purpose of conducting Program classes and individual instruction at days and times mutually agreeable to the Parties from January 1, 2024, to December 31, 2024.
2. The Library agrees to permit JCCC’s use of the Facility in 2024 for the Program at no cost to JCCC.
3. The Library expressly disclaims any express or implied warranties or representations as to the condition, maintenance or repair of the Facility and as to the suitability of the Facility for the Program.
4. Library will provide to JCCC employees and agents and Program students access to Facility common areas and services available to the general public, including restrooms, on-site parking, and public access wireless internet, during normal business hours.
5. JCCC and the Library will cooperate to determine the schedule for Program usage of the Facility and designated space in the Facility for such use not later than January 1, 2024.

6. JCCC shall cause its employees and agents and Program-enrolled students to adhere to all policies and regulations of the Library concerning the use of the Facility. Failure to comply with Library policies and regulations may result in loss of access to the Facility for the Program and Program participants. The Parties each agree to be responsible for their own acts or omissions and to the extent permissible under law, the acts or omissions of its employees and agents.
7. Subject to the limitations and immunities set forth in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. and K.S.A. 71-201a, as applicable, JCCC shall indemnify, defend, and hold harmless the Library, its officers and employees, from and against any all costs, damages, losses, or liabilities (including reasonable attorneys' fees), related to or arising out of JCCC's negligent, wanton, or intentionally reckless use of the Facility, including such acts or omissions of JCCC's employees and agents. This indemnity does not apply to claims arising from the grossly negligent, wanton, or intentional misconduct of the Library.
8. JCCC will maintain throughout the duration of this Agreement commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate liability insurance and naming the Library as an additional insured. JCCC shall deliver a certificate of insurance in a form acceptable to the Library containing the terms set forth in this Section 8 not later than January 1, 2024.
9. This Agreement may be renewed for subsequent one-year terms upon the mutual agreement of the Parties.
10. Either party may terminate this Agreement for any reason by written notice to the other party of not less than thirty (30) calendar days. In the event of termination by the Library, Library will allow JCCC to complete any courses in progress at the Facility for a period not longer than the remainder of the current academic calendar semester. Provided, however, if JCCC fails to comply with or otherwise violates or breaches any of the terms of this Agreement, the Library may, at its option, elect to terminate this Agreement by providing 30 days' written notice to JCCC.
11. JCCC will not assign, sublicense or transfer this Agreement without the prior written consent of the Library.
12. JCCC agrees to comply with all applicable laws regarding its use and occupancy of the Facility.
13. This Agreement shall be governed by and interpreted in accordance with Kansas law.
14. JCCC and the Library agree that nothing contained in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Library and JCCC.

- 15. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions in this Agreement.
- 16. This Agreement contains the entire understanding between the Parties and supersedes all prior agreements or understandings between the Parties with respect to the subject of this Agreement.
- 17. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing and signed by both Parties.
- 18. The Recitals set forth above are incorporated as terms to the body of this Agreement.
- 19. This Agreement shall be binding on the heirs, successors, executors, administrators, and assigns of the Parties.
- 20. Both Parties represent and warrant that the undersigned individual has the authority to execute this Agreement and bind the respective party.

“JCCC”

“Library”

Johnson County Community College

Johnson County Library

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Approved as to form:

Johnson County Library, Legal Counsel

To: Johnson County Library Board of Directors

From: Tricia Suellentrop

Date: January 11, 2024

Re: ARM 20-80-28 Commercial and Business Activities in the Library and ARM 20-80-27 Study Rooms

Issue: ARM 20-80-28 Commercial and Business Activities in the Library and ARM 20-80-27 Study Rooms – Information Only – vote in February

Suggested Motion: Information Only

Background: Each year library staff review one third of our policies or Administrative Regulations (ARMs). The following ARM is newly created after a question was brought to our attention during the review cycle. It has been reviewed and is being shared with you for information today. It has been library practice that businesses do not use library resources to solicit our patrons or staff. The creation of policy 20-80-28 clarifies our intended use of the library for businesses. The addition of this policy requires changes to our existing Study Room policy (ARM 20-80-27) which was pulled from consideration by the Library Board in October 2023 to address the question of solicitation in the Library.

Analysis:

Our current solicitation policy (ARM 20-80-25) describes how individuals may use and not use Library spaces for solicitation, petitioning, or distribution of literature. ARM 20-80-28 is intended to describe how entities with business or commercial interest may use and not use Library spaces. We invite commercial entities to use our spaces to conduct business in ways that do not disrupt patrons or solicit patrons. Appropriate business uses might include the use of our rooms to meet clients or the use of our computers to conduct business transactions. Inappropriate business use might include hosting seminars to engage potential customers or the distribution of products or advertisements to library staff or patrons.

We believe that this policy clarification allows us to better fulfill our vision to create an environment for people to learn, to explore, to enjoy, to create, and to connect.

Additionally, we are recommending a change to ARM 20-80-27 Study Rooms to reference the individual use policy (20-80-25) and the commercial and business use policy (20-80-28).

Funding Overview: No costs were affected.

Alternatives: Suggest any other changes you wish to see to these policies or not approve our recommendations.

Recommendation: For information only this month. Please make any suggestions you wish.

Budget Review: None needed.

Legal Review: These policies have been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-28

SECTION: Facility Usage

SUBJECT: COMMERCIAL AND BUSINESS ACTIVITIES IN THE LIBRARY

SUMMARY

This regulation describes the use of library spaces to conduct business and commercial activities.

Effective Date:

February 8, 2024

Reviewed

POLICY

a. The library desires to provide an environment for individuals and businesses to utilize the library for the furtherance of limited commercial endeavors without disruption or solicitation of patrons in the library.

GUIDELINES FOR USE

b. Individuals and business entities or other organizations may not solicit library patrons on library premises. For purposes of this policy, solicit and solicitation are defined as seeking the business or commercial engagement of potential customers.

Individuals and businesses may conduct business in the library with clientele or associates with whom that person or business has a preexisting relationship, except in those areas prohibited by ARM 20-80-20.

As described in ARM 20-80-20, as public forum spaces, meeting rooms are only available to government and non-profit organizations and may not be utilized for business or commercial purposes.

Study rooms or conference rooms, as non-public forum spaces, are available for business purposes in accordance with this policy.

As indicated in ARM 20-60-11, sale of authors' works and other materials related to a library program is allowed in conjunction with the program.

All entities and individuals are prohibited from using Johnson County Library's likeness, branding, or images without the expressed consent of the Library, in compliance with ARM 10-50-85.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-28

SECTION: Facility Usage

SUBJECT: COMMERCIAL AND BUSINESS ACTIVITIES IN THE LIBRARY

SUMMARY

This regulation describes the use of library spaces to conduct business and commercial activities.

Effective Date:

February 8, 2024

Reviewed

POLICY

a. The library desires to provide an environment for individuals and businesses to utilize the library for the furtherance of limited commercial endeavors without disruption or solicitation of patrons in the library.

GUIDELINES FOR USE

b. Individuals and business entities or other organizations may not solicit library patrons on library premises. For purposes of this policy, solicit and solicitation are defined as seeking the business or commercial engagement of potential customers.

Individuals and businesses may conduct business in the library with clientele or associates with whom that person or business has a preexisting relationship, except in those areas prohibited by ARM 20-80-20.

As described in ARM 20-80-20, as public forum spaces, meeting rooms are only available to government and non-profit organizations and may not be utilized for business or commercial purposes.

Study rooms or conference rooms, as non-public forum spaces, are available for business purposes in accordance with this policy.

As indicated in ARM 20-60-11, sale of authors' works and other materials related to a library program is allowed in conjunction with the program.

All entities and individuals are prohibited from using Johnson County Library's likeness, branding, or images without the expressed consent of the Library, in compliance with ARM 10-50-85.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-27

SECTION: Facility Usage

SUBJECT: STUDY ROOMS

SUMMARY

This regulation describes the policy for public use of JCL study rooms.

Effective Date:

January 9, 2014

Reviewed

October 4, 2017

October 27, 2021

~~October 12, 2023~~ February 8, 2024

PURPOSE

a. The purpose of study rooms is to provide space, free of charge, for quiet study and small group meetings, for use by individuals of any age. Study rooms are non-public forum areas.

GUIDELINES FOR USE

b. The County Librarian or designee will establish guidelines and procedures for study room use and make them available to patrons.

~~1. Solicitation and selling of tangible goods out of study, media and conference rooms is prohibited. Solicitation is prohibited as defined in the procedure.~~

Business activities may be conducted in study, media, and conference rooms within the guidelines of ARM 20-80-25 and ARM 20-80-28

PENALTIES

c. Failure to comply with this regulation, or other library policies and procedures may result in denial of future use of the library study room, financial liability for damages, and/or immediate removal from the room.

~~October 27, 2021~~,
~~202112,~~
February 8, 2024

ARM 20-80-27 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-80-27

SECTION: Facility Usage

SUBJECT: STUDY ROOMS

SUMMARY

This regulation describes the policy for public use of JCL study rooms.

Effective Date:

January 9, 2014

Reviewed

October 4, 2017

October 27, 2021

February 8, 2024

PURPOSE

a. The purpose of study rooms is to provide space, free of charge, for quiet study and small group meetings, for use by individuals of any age. Study rooms are non-public forum areas.

GUIDELINES FOR USE

b. The County Librarian or designee will establish guidelines and procedures for study room use and make them available to patrons.

1. Business activities may be conducted in study, media, and conference rooms within the guidelines of ARM 20-80-25 and ARM 20-80-28

PENALTIES

c. Failure to comply with this regulation, or other library policies and procedures may result in denial of future use of the library study room, financial liability for damages, and/or immediate removal from the room.

February 8, 2024

ARM 20-80-27 End

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: January 11, 2024
Re: ARM 20-10-61 Unattended Children and Parental Responsibilities

Issue: ARM 20-10-61 Unattended Children and Parental Responsibilities – Information Only – vote in February

Suggested Motion: Information Only

Background: Each year library staff review one third of our policies or Administrative Regulations (ARMs). The following ARM has been reviewed and is being shared with you for information today. Highlighted below are the changes staff is recommending. The Library has had a policy regarding unattended children and parental responsibility. It is the Library’s intent that parents are responsible for their children’s practice in the library and not Library staff.

Analysis: The previous version of the policy did not adequately define our expectations for a “caregiver” who has been charged with overseeing children under the age of 7. The suggested changes establish that parents or guardians are responsible for ensuring that children under the age of 7 are supervised by a caregiver who is at least 12 years old and has the ability to abide by Library policies and behavioral expectations.

These changes help establish guidelines for patrons and staff to ensure an environment for patrons to engage with our services.

Funding Overview: No costs were affected.

Alternatives: Suggest any other changes you wish to see to these policies or not approve our recommendations.

Recommendation: For information only this month. Please make any suggestions you wish.

Budget Review: None needed.

Legal Review: These polices have been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-61

SECTION: General Patron Services

SUBJECT: UNATTENDED CHILDREN AND PARENTAL RESPONSIBILITY

SUMMARY

The purpose of this document is to describe the responsibilities of parents and librarians ~~in regard to~~ regarding minors who are using the library. This regulation also describes the library policy on children left unattended at closing of a library facility.

Effective Date:

September 10, 2015

Reviewed:

October 4, 2017

October 27, 2021

February 8, 2024

POLICY

a. Parents **or guardians** are responsible for making sure that their children age 7 and under are attended and supervised at all times while using the library.

b. Parents or guardians are responsible for making sure that their children age 7 and under have an actively engaged caregiver of at least 12 years of age in the immediate vicinity of and in sight of children age 7 and under.

c. Parents, guardians, or caregivers are responsible for ensuring that children under their supervision are able to abide by Library policies, including the Patron Code of Behavior.

d. Pursuant to ARM 20-10-10 Hours of Service, the

library establishes hours of service. The library prominently publishes those hours for the benefit of library patrons.

Library employees are employed to provide library service during library hours of service. Library employees are not ~~custodians, babysitters, or caregivers for children at any time, including after the library doors are closed. Parents are responsible for ensuring that their children have rides or are picked up and off of the library premises no later than the time that the library closes.~~

e. Parents or guardians of all children under the age of 18 are responsible for making sure that their children are prepared to leave the library when the library closes.

f. At 45 minutes after closing, a child under the age of 12 will be treated by the library employee as abandoned and as a child in need of care, and the police will be notified and requested to take charge of an abandoned child in need of care.

g. The County Librarian may establish additional rules and guidelines for the enforcement of this regulation.

February 8, 2024

ARM 20-10-61 End

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-61

SECTION: General Patron Services

SUBJECT: UNATTENDED CHILDREN AND PARENTAL RESPONSIBILITY

SUMMARY

The purpose of this document is to describe the responsibilities of parents and librarians regarding minors who are using the library. This regulation also describes the library policy on children left unattended at closing of a library facility.

Effective Date:

September 10, 2015

Reviewed:

October 4, 2017

October 27, 2021

February 8, 2024

POLICY

a. Parents or guardians are responsible for making sure that their children age 7 and under are attended and supervised at all times while using the library.

b. Parents or guardians are responsible for making sure that their children age 7 and under have an actively engaged caregiver of at least 12 years of age in the immediate vicinity of and in sight of children age 7 and under.

c. Parents, guardians, or caregivers are responsible for ensuring that children under their supervision are able to abide by Library policies, including the Patron Code of Behavior.

d. Pursuant to ARM 20-10-10 Hours of Service, the

library establishes hours of service. The library prominently publishes those hours for the benefit of library patrons.

Library employees are employed to provide library service during library hours of service. Library employees are not caregivers for children at any time-

e. Parents or guardians of all children under the age of 18 are responsible for making sure that their children are prepared to leave the library when the library closes.

f. At 45 minutes after closing, a child under the age of 12 will be treated by the library employee as abandoned and as a child in need of care, and the police will be notified and requested to take charge of an abandoned child in need of care.

g. The County Librarian may establish additional rules and guidelines for the enforcement of this regulation.

February 8, 2024

ARM 20-10-61 End

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: January 11, 2024
Re: ARM 20-10-12 Facility Closings

Issue: ARM 20-10-12 Facility Closings – Information Only – vote in February

Suggested Motion: Information Only

Background: Each year library staff review one third of our policies or Administrative Regulations (ARMs). The following ARM was discussed at the Library Board Retreat in October and has been reviewed. It is being shared with you for information today. This ARM had only covered facility closings for weather events. It has been expanded to include facility closure for other events (including maintenance). Highlighted below are the changes staff is recommending.

Analysis: After the Library Board Retreat discussions surrounding types of building closures, ARM 20-10-12 Facility Closings was reviewed by members of a working management team in consultation with various stakeholders. The new policy incorporates suggestions of the closure authority delegated to the County Librarian or their designee. The following changes have been made to ARM 20-10-12 Facility Closings.

- Edits for clarity
- Addition of Maintenance and construction closure standards including the delegated closure limit of three days without Library Board approval in those instances where the Library can not bring the closure to a regularly scheduled Library Board meeting.

Funding Overview: No costs were affected.

Alternatives: Suggest any other changes you wish to see to these policies or not approve our recommendations.

Recommendation: For information only this month. Please make any suggestions you wish.

Budget Review: None needed.

Legal Review: These polices have been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-12

SECTION: General Patron Services

SUBJECT: FACILITY CLOSINGS ~~FOR INCLEMENT WEATHER~~

SUMMARY

This regulation describes the Library Board's policy regarding closing library facilities during regularly scheduled public service hours.

Effective Date:

October 4, 2017

Review Date:

November 7, 2019
February 11, 2021
October 13, 2022
February 8, 2024

POLICY

a. Johnson County Library facilities do not close due to severe weather or maintenance, unless the County Librarian or the County Librarian's designee determines when a condition exists which does, or may, warrant the closure or evacuation of library facilities and offices, giving foremost consideration to the safety of employees and patrons and to preservation of library property.

Weather

b. ~~In the event of inclement weather, the~~ County Librarian may postpone opening libraries or close libraries early ~~until weather conditions abate or until travel conditions are improved, or may close facilities early~~ when personal safety of employees and patrons appears endangered. Such determination will be based on public weather officials' warnings and visible condition of traffic routes and library parking lots. Individual facilities may be opened or kept open with limited staff. The determination of late openings, early closings, or complete closings will be on a situation-by-situation basis for each facility

Maintenance and Construction

c. Johnson County Library will maintain standards for safe building access. In the event that a facility is unsafe to deliver service, the County Librarian or their designee may postpone opening libraries or close libraries early until facility conditions are made safe to deliver patron service. The determination of late openings, early closings, or complete closings will be made on a situation-by-situation basis.

d. For situations where scheduled maintenance demands building closure the County Librarian or their designee will seek Library Board approval for closure. In the event that the urgency of the closure does not allow

for Library Board approval at a regularly scheduled meeting, the County Librarian or their designee is authorized to close a building for up to three days.

Employee Compensation

e. Scheduled employees who are not able to work due to partial or complete closings will follow payroll procedures issued by Library administrative staff

ARM 20-10-12 END

~~October 13,~~
2022 February 8,
2024

SUMMARY

This regulation describes the Library Board's policy regarding closing library facilities during regularly scheduled public service hours.

Effective Date:

October 4, 2017

Review Date:

November 7, 2019
February 11, 2021
October 13, 2022
February 8, 2024

POLICY

a. Johnson County Library facilities do not close due to severe weather or maintenance, unless the County Librarian or the County Librarian's designee determines when a condition exists which does, or may, warrant the closure or evacuation of library facilities and offices, giving foremost consideration to the safety of employees and patrons and to preservation of library property.

Weather

b. In the event of inclement weather, the County Librarian may postpone opening libraries or close libraries early when personal safety of employees and patrons appears endangered. Such determination will be based on public weather officials' warnings and visible condition of traffic routes and library parking lots. Individual facilities may be opened or kept open with limited staff. The determination of late openings, early closings, or complete closings will be on a situation-by-situation basis for each facility

Maintenance and Construction

c. Johnson County Library will maintain standards for safe building access. In the event that a facility is unsafe to deliver service, the County Librarian or their designee may postpone opening libraries or close libraries early until facility conditions are made safe to deliver patron service. The determination of late openings, early closings, or complete closings will be made on a situation-by-situation basis.

d. For situations where scheduled maintenance demands building closure the County Librarian or their designee will seek Library Board approval for closure. In the event that the urgency of the closure does not allow for Library Board approval at a regularly scheduled

meeting, the County Librarian or their designee is authorized to close a building for up to three days.

Employee
Compensation

e. Scheduled employees who are not able to work due to partial or complete closings will follow payroll procedures issued by Library administrative staff

February 8, 2024

ARM 20-10-12 END

DRAFT

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: January 11, 2024
Re: ARM 10-50-10 Bylaws of the Board of Directors

Issue: ARM 10-50-10 Bylaws of the Board of Directors – Information Only – vote in February

Suggested Motion: Information Only

Background: Each year library staff review one third of our policies or Administrative Regulations (ARMs). The following ARM was discussed at the Library Board Retreat in October and has been reviewed. It is being shared with you for information today. Highlighted below are the changes staff is recommending.

Analysis: After the Library Board Retreat discussions surrounding ARM 10-50-10 Bylaws of the Board of Directors, members of a working management team in consultation with various stakeholders, reviewed this policy. The following changes have been made to ARM 10-50-10 Bylaws of the Board of Directors.

I. Meetings B. Regular Meetings Outlines the policy for accepting in person or written citizen comments on matters pertaining to the Library. Limits for in person comment is 2 minutes per individual for a total of 30 minutes. Written comments will be made part of the board packet and will not be read aloud. Commenting citizens are requested to provide their name and city of residence. If seeking further engagement they are asked to provide their address.

II. Officers & Duties G. Attendance Outlines expectations that Directors regularly and consistently attend Board meetings to ensure continuity of activities by having a quorum. Describes actions taken by the Board chair if a Director is absent from 4 meetings in a 12 month period. This will initiate informal communication to the Director's appointing member of the Board of County Commissioners. The authority for appointment or removal of the Directors resides with the Board of County Commissioners in accordance with K.S.A. 12-1222.

Funding Overview: No costs were affected.

Alternatives: Suggest any other changes you wish to see to these policies or not approve our recommendations.

Recommendation: For information only this month. Please make any suggestions you wish.

Budget Review: None needed.

Legal Review: These polices have been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-50-10

SECTION: Library Board of Directors

SUBJECT: BYLAWS OF THE BOARD OF DIRECTORS

SUMMARY

This document consists of the bylaws of the Board of Directors of the Johnson County Library, as amended. The bylaws are the rules adopted by the library board for management of its internal affairs.

Review Date:

August 2, 2016
November 8, 2018
October 22, 2020
October 13, 2022
February 8, 2024

MEETINGS

I. MEETINGS

Regular Meetings

- A. The Board shall conduct a regular meeting at least one time each month at such time and place as it shall determine. The Board may make such determination by the adoption of an annual calendar setting forth the usual date, time and place of such regular monthly meeting. Notice of regular meetings of the Board shall be posted at the Central Resource Library, the County Administration Building, on the Library website, and provided in writing a reasonable time in advance of the meeting, to members of the print and electronic media, and to other persons or organizations that request such notice pursuant to the Kansas Open Meetings Act.
- B. The Board will ~~welcome-accept~~ citizen comments at each monthly regular Board meeting, which is an opportunity for citizens to speak directly to the Board on matters pertaining to the Library that do not appear on the Board meeting agenda. Speakers are given one opportunity of two minutes to speak and ~~must be requested to~~ provide their name and city of residence. A citizen must provide their address for the record if that citizen seeks further engagement or follow-up by the Library on an item addressed in their citizen comment. Citizens ~~are invited to may~~ speak in person or ~~to may~~ submit a written comment. To speak in person, ~~you the citizen~~ must indicate their attendance sign up 5 minutes prior to before the meeting starts time on a citizen comment sign-in sheet located in the meeting room. Additionally, Citizens are encouraged to communicate with Library staff before the meeting date about their intention to give citizen comment or to speak on an item that appears on the agenda. Citizens wishing to speak on an item appearing on the agenda will be asked to do so when that agenda item is considered by the Board on the same general guidelines described in this bylaw.

Written comments will be made part of the record with no obligation to be read aloud at the meeting. Citizen comments will last no more than 30 minutes in total, unless otherwise provided by a vote of the majority of the Board. The Board Chair will determine ~~any the~~ follow-up needed to citizen comments, if any, in consultation with the County Librarian.

Changes

B. The date, place, or time of a particular meeting may be changed by the affirmative vote of a majority of the directors present and voting at the regular meeting prior to the meeting affected.

Special Meetings

C. Special meetings may be called by the chair or upon written request of a majority of the Directors. Written notice stating the date, place and time of any such special meeting and the purpose for which the same is called shall, unless waived, be given to each Director at least five days in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting. Notices of such special meetings shall be given in the same manner as notices of regular Board meetings; provided, however, that notices to Directors may be given by U.S. mail, telephone, facsimile, or electronic mail.

Open Meetings
Law

D. All meetings of the Board shall be open to the public pursuant to the Kansas Open Meetings Law, K.S.A 75-4317, except for lawful executive sessions.

Parliamentary
Rules

E. In the event of controversy in matters relating to the conduct of business at Board meetings, the rules of order contained in the most recent version of Robert's Rules of Order, shall govern the Board in its deliberations in all cases to which they are applicable except when such rules are in conflict with these bylaws.

Suspension of
Rules of Order
Rules

F. The rules of order, other than such rules as may be prescribed by statute, may be suspended at any time by the consent of a majority of the Directors present at any meeting.

Agendas and
Information
Provided to the
Board

G. An agenda for each regular meeting of the Board shall be prepared by the County Librarian preceding such meeting. Directors who wish to have items included on the agenda for a regular meeting shall submit such items to the County Librarian at least one week prior to such meeting. The County Librarian shall place on the agenda for a regular meeting under Old or New Business (whichever is appropriate) any item requested by a Director. The chair, with the consent of the Director proposing consideration of the item or the consent of the Board, may defer discussion on an agenda item to a future Board meeting. The agenda shall be delivered to each member in advance of a regular Board meeting. If necessary, changes may be made to the agenda and the revised agenda distributed at the beginning of the meeting. The agenda should list every significant item that will be discussed. Directors are encouraged to participate in every agenda item by asking questions, providing information, expressing opinions and voting on all issues presented for action. No later than Friday preceding a regular meeting of the Board, each Director should receive, at the Director's address as designated by the Director, a packet of information relating to the next Board meeting containing the following:

1. An agenda
2. Minutes of previous meeting
3. Information on all consent items

Recommendations and proposed resolutions with supporting information and reports

4. Discussion items with information and reports
5. Library revenue and expense information with budget comparisons and with narrative describing important changes and major variations, County Librarian report on important developments in the Library.

OFFICERS AND DUTIES

II. OFFICERS AND DUTIES

- Officers A. The officers of the board shall be a chair, a vice chair/secretary and treasurer, elected from among its members at the regular April meeting of the board.
- Nominations B. A nominating committee shall be appointed by the chair in February and shall present its recommended slate of officers at least two weeks prior to the regular April meeting of the Board.
- Terms of Office C. Officers shall serve a term of one-year commencing immediately upon election and until their successors are duly elected, unless the officer's term as a Director shall terminate earlier. No Director shall serve more than two terms in the same office consecutively.
- Chair's Duties D. The chair shall preside at all meetings, appoint all committees, subject to the approval of the Board, authorize calls for any special meetings, and generally perform the duties of a presiding officer and those duties specified for the chair in the bylaws.
- Vice Chair/ Secretary's Duties E. The vice chair, in the absence of the chair from a Board meeting, shall conduct the meeting and perform any necessary additional functions authorized by a majority of those present. The vice chair shall serve as secretary and sign all minutes prepared by the clerk of the Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with the Personnel Committee, if any, appointed by the chair.
- Treasurer's Duties F. The duties of the treasurer are set forth in K.S.A. 12-1226, but the treasurer may be assisted by staff in performing those duties.

~~Unexcused Absences~~Attendance

G. ~~The unexcused absence of a Director from two (2) consecutive meetings shall be cause for the chair to prepare and transmit to such Director a letter reminding the Director that the This Board expects that Directors regularly and consistently attend Board meetings to ensure the continuity of Library activities by having a quorum at Board meetings. Four absences from regular Board meetings during a 12-month period by a Director is cause for the Board chair to informally communicate such Director's attendance record to the Director's appointing member of the Board of County Commissioners. Provided, however, the Board acknowledges (a) the Board of County Commissioners adopted Resolution No. 106-81, which states that the unexcused absence of an appointed Board member from three (3) consecutive meetings of that Board will be construed as a resignation from the Board, at which time the chair will give notice to the Board of County Commissioners, and (b) the authority for appointment or removal of the Directors resides with the Board of County Commissioners in accordance with K.S.A. 12-1222.~~

Vacancies

H. Vacancies on the Board shall be filled by appointment for the unexpired term in accordance with K.S.A. 12-1222. The chair shall notify the Board of County Commissioners whenever a Board vacancy occurs ~~or when a Director has incurred three (3) consecutive unexcused absences~~. Vacancies in a

Board officer position shall be filled by election at the Board meeting next succeeding the occurrence of the vacancy.

COMMITTEES

Standing and Special Committees

III. COMMITTEES

Standing and special committees, as appropriate, made up of Board and non-Board members, may be appointed by the chair with the approval of the Board, for the study and investigation of special problems, or in connection with any of the Board's powers and duties set forth in K.S.A. 12-1223 or 12-1225.

QUORUM

Formula

IV. QUORUM

A quorum for the transaction of business shall consist of four members of the Board.

COUNTY LIBRARIAN

County Librarian's Duties

V. LIBRARIAN

The County Librarian is the executive officer of the Library and shall have sole charge of administration of the Library under the direction and review of the Board. The County Librarian shall be held responsible for the care of the buildings and equipment, for the direction of the Staff, for the efficiency of the Library's service to the public, and for the operation of the Library under the financial conditions set forth in the annual budget. The County Librarian shall attend all Board meetings, except for excused absences or those discussing the appointment or salary of the County Librarian.

ORDER OF BUSINESS

VI. ORDER OF BUSINESS

The Board shall generally follow Robert's Rules of Order for the order of business with adjustments as needed.

AMENDMENT OF BYLAWS

Criteria for Amendment of Bylaws

VII. AMENDMENT OF BYLAWS

These bylaws may be amended by four (4) or more Directors present at any meeting of the Board, provided that the proposed amendment is presented and recommended for adoption by vote of not less than three Directors at the immediately preceding regular meeting of the Board after written notice that contains (1) the present wording of the provision being amended, (2) the proposed amendment, and (3) the rationale for the proposed amendment.

~~October 13, 2022~~ February 8, 2024

ARM 10-50-10 End

APPENDIX

Order of Business

In general, regular Board meetings shall have the following order of business:

- I. Call to Order – quorum determination
- II. Citizen Comments
- III. Remarks
 - a. Library Board of Directors
 - b. ~~Friends of the Johnson County Library~~Board Chair
 - c. ~~Johnson County Library Foundation~~Development Department
 - d. Board of County Commissioner Liaison
- IV. Reports
 - a. Board Counsel
 - b. County Librarian
- V. Consent Agenda
 - a. Action Items
 - b. Information Items
 - c. Gift Fund Report
- VI. Old Business
- VII. New Business
- VIII. Adjournment

ADMINISTRATIVE REGULATIONS

TAB: Governance

DOCUMENT NUMBER: ARM 10-50-10

SECTION: Library Board of Directors

SUBJECT: BYLAWS OF THE BOARD OF DIRECTORS

SUMMARY

This document consists of the bylaws of the Board of Directors of the Johnson County Library, as amended. The bylaws are the rules adopted by the library board for management of its internal affairs.

Review Date:

August 2, 2016
November 8, 2018
October 22, 2020
October 13, 2022
February 8, 2024

MEETINGS

I. MEETINGS

Regular Meetings

- A. The Board shall conduct a regular meeting at least one time each month at such time and place as it shall determine. The Board may make such determination by the adoption of an annual calendar setting forth the usual date, time and place of such regular monthly meeting. Notice of regular meetings of the Board shall be posted at the Central Resource Library, the County Administration Building, on the Library website, and provided in writing a reasonable time in advance of the meeting, to members of the print and electronic media, and to other persons or organizations that request such notice pursuant to the Kansas Open Meetings Act.
- B. The Board will accept citizen comments at each monthly regular Board meeting, which is an opportunity for citizens to speak directly to the Board on matters pertaining to the Library that do not appear on the Board meeting agenda. Speakers are given one opportunity of two minutes to speak and are requested to provide their name and city of residence. A citizen must provide their address for the record if that citizen seeks further engagement or follow-up by the Library on an item addressed in their citizen comment. Citizens may speak in person or may submit a written comment. To speak in person, the citizen must indicate their attendance before the meeting starts on a citizen comment sign-in sheet located in the meeting room. Additionally, Citizens are encouraged to communicate with Library staff before the meeting date about their intention to give citizen comment or to speak on an item that appears on the agenda. Citizens wishing to speak on an item appearing on the agenda will be asked to do so when that agenda item is considered by the Board on the same general guidelines described in this bylaw. Written comments will be

made part of the record with no obligation to be read aloud at the meeting. Citizen comments will last no more than 30 minutes in total, unless otherwise provided by a vote of the majority of the Board. The Board Chair will determine the follow-up needed to citizen comments, if any, in consultation with the County Librarian.

Changes

B. The date, place, or time of a particular meeting may be changed by the affirmative vote of a majority of the directors present and voting at the regular meeting prior to the meeting affected.

Special Meetings

C. Special meetings may be called by the chair or upon written request of a majority of the Directors. Written notice stating the date, place and time of any such special meeting and the purpose for which the same is called shall, unless waived, be given to each Director at least five days in advance of such meeting, and no business other than that stated in the notice shall be transacted at such meeting. Notices of such special meetings shall be given in the same manner as notices of regular Board meetings; provided, however, that notices to Directors may be given by U.S. mail, telephone, facsimile, or electronic mail.

DRAFT

Open Meetings
Law

D. All meetings of the Board shall be open to the public pursuant to the Kansas Open Meetings Law, K.S.A 75-4317, except for lawful executive sessions.

Parliamentary
Rules

E. In the event of controversy in matters relating to the conduct of business at Board meetings, the rules of order contained in the most recent version of Robert's Rules of Order, shall govern the Board in its deliberations in all cases to which they are applicable except when such rules are in conflict with these bylaws.

Suspension of
Rules of Order
Rules

F. The rules of order, other than such rules as may be prescribed by statute, may be suspended at any time by the consent of a majority of the Directors present at any meeting.

Agendas and
Information
Provided to the
Board

G. An agenda for each regular meeting of the Board shall be prepared by the County Librarian preceding such meeting. Directors who wish to have items included on the agenda for a regular meeting shall submit such items to the County Librarian at least one week prior to such meeting. The County Librarian shall place on the agenda for a regular meeting under Old or New Business (whichever is appropriate) any item requested by a Director. The chair, with the consent of the Director proposing consideration of the item or the consent of the Board, may defer discussion on an agenda item to a future Board meeting. The agenda shall be delivered to each member in advance of a regular Board meeting. If necessary, changes may be made to the agenda and the revised agenda distributed at the beginning of the meeting. The agenda should list every significant item that will be discussed. Directors are encouraged to participate in every agenda item by asking questions, providing information, expressing opinions and voting on all issues presented for action. No later than Friday preceding a regular meeting of the Board, each Director should receive, at the Director's address as designated by the Director, a packet of information relating to the next Board meeting containing the following:

1. An agenda
2. Minutes of previous meeting
3. Information on all consent items

Recommendations and proposed resolutions with supporting information and reports

4. Discussion items with information and reports
5. Library revenue and expense information with budget comparisons and with narrative describing important changes and major variations, County Librarian report on important developments in the Library.

OFFICERS AND DUTIES

II. OFFICERS AND DUTIES

- Officers A. The officers of the board shall be a chair, a vice chair/secretary and treasurer, elected from among its members at the regular April meeting of the board.
- Nominations B. A nominating committee shall be appointed by the chair in February and shall present its recommended slate of officers at least two weeks prior to the regular April meeting of the Board.
- Terms of Office C. Officers shall serve a term of one-year commencing immediately upon election and until their successors are duly elected unless the officer's term as a Director shall terminate earlier. No Director shall serve more than two terms in the same office consecutively.
- Chair's Duties D. The chair shall preside at all meetings, appoint all committees, subject to the approval of the Board, authorize calls for any special meetings, and generally perform the duties of a presiding officer and those duties specified for the chair in the bylaws.
- Vice Chair/ Secretary's Duties E. The vice chair, in the absence of the chair from a Board meeting, shall conduct the meeting and perform any necessary additional functions authorized by a majority of those present. The vice chair shall serve as secretary and sign all minutes prepared by the clerk of the Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with the Personnel Committee, if any, appointed by the chair.
- Treasurer's Duties F. The duties of the treasurer are set forth in K.S.A. 12-1226, but the treasurer may be assisted by staff in performing those duties.
- Attendance G. This Board expects that Directors regularly and consistently attend Board meetings to ensure the continuity of Library activities by having a quorum at Board meetings. Four absences from regular Board meetings during a 12-month period by a Director is cause for the Board chair to informally communicate such Director's attendance record to the Director's appointing member of the Board of County Commissioners. Provided, however, the Board acknowledges (a) the Board of County Commissioners adopted Resolution No. 106-81, which states that the unexcused absence of an appointed Board member from three (3) consecutive meetings of that Board will be construed as a resignation from the Board, at which time the chair will give notice to the Board of County Commissioners, and (b) the authority for appointment or removal of the Directors resides with the Board of County Commissioners in accordance with K.S.A. 12-1222.

Vacancies H. Vacancies on the Board shall be filled by appointment for the unexpired term in accordance with K.S.A. 12-1222. The chair shall notify the Board of County Commissioners whenever a Board vacancy occurs. Vacancies in a Board officer position shall be filled by election at the Board meeting next succeeding the occurrence of the vacancy.

COMMITTEES

III. COMMITTEES

Standing and Special Committees

Standing and special committees, as appropriate, made up of Board and non-Board members, may be appointed by the chair with the approval of the Board, for the study and investigation of special problems, or in connection with any of the Board's powers and duties set forth in K.S.A. 12-1223 or 12-1225.

QUORUM

IV. QUORUM

Formula

A quorum for the transaction of business shall consist of four members of the Board.

COUNTY LIBRARIAN

V. LIBRARIAN

County Librarian's Duties

The County Librarian is the executive officer of the Library and shall have sole charge of administration of the Library under the direction and review of the Board. The County Librarian shall be held responsible for the care of the buildings and equipment, for the direction of the Staff, for the efficiency of the Library's service to the public, and for the operation of the Library under the financial conditions set forth in the annual budget. The County Librarian shall attend all Board meetings, except for excused absences or those discussing the appointment or salary of the County Librarian.

ORDER OF BUSINESS

VI. ORDER OF BUSINESS

The Board shall generally follow Robert's Rules of Order for the order of business with adjustments as needed.

AMENDMENT OF BYLAWS

VII. AMENDMENT OF BYLAWS

Criteria for Amendment of Bylaws

These bylaws may be amended by four (4) or more Directors present at any meeting of the Board, provided that the proposed amendment is presented and recommended for adoption by vote of not less than three Directors at the immediately preceding regular meeting of the Board after written notice that contains (1) the present wording of the provision being amended, (2) the proposed amendment, and (3) the rationale for the proposed amendment.

APPENDIX

Order of Business

In general, regular Board meetings shall have the following order of business:

- I. Call to Order – quorum determination
- II. Citizen Comments
- III. Remarks
 - a. Library Board of Directors
 - b. Board Chair
 - c. Development Department
 - d. Board of County Commissioner Liaison
- IV. Reports
 - a. Board Counsel
 - b. County Librarian
- V. Consent Agenda
 - a. Action Items
 - b. Information Items
 - c. Gift Fund Report
- VI. Old Business
- VII. New Business
- VIII. Adjournment

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: January 11, 2024

Re: Memorandum of Understanding with Johnson County Department of Technology & Innovation - Automated Information Mapping System ("DTI-AIMS")

Issue: Partnership with Johnson County DTI-AIMS

Suggested Motion: Information only.

Background Since 2017, Johnson County Library and the Johnson County Department of Technology & Innovation - Automated Information Mapping System ("DTI-AIMS") have had a successful partnership that has helped to meet the strategic plan goals, and supported the mission of, Johnson County Library. The MOU establishes terms and conditions relative to service rates, duration, billing and project review. AIMS will provide services to JCL for data development, GIS analysis and application development and support.

The only change to the MOU this year from the initial establishment and the previous years' agreements is an hourly rate increase per hour for services from \$50/hour to \$75/hour. This is the first time since the inception of the MOU that the hourly rate for services has increased.

Analysis: Johnson County Library and the Johnson County Department of Technology & Innovation - Automated Information Mapping System ("DTI-AIMS") have had a successful partnership that has supported the mission of Johnson County Library. The rate increase this year from \$50/hour to \$75/hour is deemed acceptable by staff and seems a realistic increase since the rate has not gone up at all over the past seven years. This agreement is still more cost effective than other external source options for data analysis and demographics data. For these reasons staff recommend approval.

Funding Overview: The JCL operating budget can accommodate the hourly rate increase for services from \$50/hour to \$75/hour.

Alternatives: If we do not renew the MOU at this time, the Library will require an outsourced and likely more expensive alternative for data analysis and demographics.

Recommendation: For information only this month. Please make any suggestions you wish.

Legal Review: Reviewed by Counsel

Johnson County Library Data/Analytics

Memorandum of Understanding ("MOU")

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

I. General Terms and Conditions

a. Hours and rates

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

- Data analytics hours will be charged at a rate of ~~\$50~~ \$75 per hour
- DTI-AIMS will not charge for project administration.

b. Length of Agreement

This MOU will be in effect for a term of one year, beginning in January of 2024 and re-evaluated for renewal in December of 2024.

c. Billing and Review Terms

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

II. Roles and Responsibilities

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

III. Termination/Modification

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

IV. Data and Services

Data

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

ArcGISOnline, ESRI Community Analyst, Experian, etc.). An invoice for data and services will be sent at the end of the 3rd quarter.

Services

SDE Administration

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

myAIMS

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

V. Acceptance

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

Shannon Porter
DTI-AIMS Manager

Tricia Suellentrop
County Librarian

Date

Date

To: Johnson County Library Board of Directors

From: Tricia Suellentrop

Date: January 11, 2024

Re: ARM 60-10-30 Surveillance Cameras and Dissemination of Surveillance Images

Issue: ARM 60-10-30 Surveillance Cameras and Dissemination of Surveillance Images – Information Only – vote in February

Suggested Motion: Information Only

Background: The following ARM is newly created to address physical security matters at the Library. It has been reviewed and is being shared with you for information today. The Library has had an informal process in the past to respond to law enforcement agency or Kansas Open Records Act (KORA) requests for video surveillance footage and previously used 14 days as a retention point based on technology constraints at the time. The current industry standard used for video surveillance footage is 30 days.

Analysis: The Library endeavors to provide safe and secure facilities for patrons and Library employees. This regulation governs (i) installation of surveillance camera technology, (ii) use of images and information captured by surveillance cameras, and (iii) retention of surveillance footage by the Library. The purpose of installing video surveillance cameras on Library property is for security of Library patrons and staff and protecting the integrity of Library property. Technology advancements and updated security equipment have made a formal policy necessary to ensure transparency to patrons, staff, and law enforcement agencies.

Funding Overview: No costs were affected.

Alternatives: The process remains informally without a policy behind it and 14 days video surveillance footage retention is kept as a standard instead of moving to 30 days.

Recommendation: For information only this month. Please make any suggestions you wish.

Budget Review: None needed.

Legal Review: These polices have been reviewed and certified by legal counsel.

ADMINISTRATIVE REGULATIONS

TAB: Administration

DOCUMENT NUMBER: ARM 60-10-30

SECTION: Administrative Services

SUBJECT: Surveillance Cameras and Dissemination of Surveillance Images

SUMMARY

This document provides guidelines for the practice of installing security and surveillance camera technology installed by the Johnson County Library on Library property and the use, retention, and dissemination of the images and information captured by such cameras.

Effective Date:

February 8, 2024

POLICY

a. The Library endeavors to provide safe and secure facilities for patrons and Library employees. This regulation governs (i) installation of surveillance camera technology, (ii) use of images and information captured by surveillance cameras, and (iii) retention of surveillance footage by the Library. The purpose of installing video surveillance cameras on Library property is for security of Library patrons and staff and protecting the integrity of Library property.

SURVEILLANCE CAMERAS & CAPTURED IMAGES Location of Cameras

b. Only the Library may install security cameras on exterior and interior surfaces of Library buildings and related improvements, in locations determined by the County Librarian or designee. The County Librarian is authorized to develop procedures, as necessary, to identify locations of security cameras in consultation with authorized individuals having expertise in security systems. It is intended that the surveillance cameras, once installed, are permanent fixtures of the Library, unless earlier decommissioned or removed as determined by the County Librarian or designee. Camera positions will not be changed without the permission of the County Librarian or designee. The locations for surveillance cameras are identified with the purpose of deterring theft, endangerment, vandalism, operational disruption, and to identify any individual involved in illegal activity, allegedly illegal activity, or offense of the Library's Patron Code of Behavior.

Privacy and Notice to Patrons

c. The Library recognizes the importance of Library patrons' and staff right to privacy. Cameras will not be installed in areas of the Library: (i) with access restricted from the public and accessible primarily to Library staff

and (ii) where a person has a reasonable expectation of privacy, for example, restrooms. Cameras will not be installed with the intentional purpose of identifying the contents of a person's Library materials or viewing or listening activities while in the Library. Information and images collected by surveillance cameras are not Patron Registration Information or Patron Borrowing Records, as defined in ARM 20-20-20.

Security cameras will be installed in a manner that is plainly visible to the public. Signage will be posted in a location identified by the County Librarian or designee advising the public that video surveillance is taking place on the Library premises.

Video and
Image Access
by Library Staff

d. The County Librarian and staff authorized by the County Librarian will have authority to access images and information captured by video surveillance cameras. The County Librarian is authorized to develop procedures to designate personnel authorized to access the security systems.

Video recordings, as well as images obtained through archival recordings may be used internally by Library staff to identify person(s) participating in criminal or alleged criminal activity, in violation of Library policy, or actions which are considered or may be in violation of the Library's Patron Code of Behavior. Still frame images and limited video captured by surveillance cameras may be shared with authorized Library staff members to identify individuals who have had their Library privileges suspended, participated in criminal activity, or are considered a disruption to Library operations. Images and videos are only shared with the authorized Library employees when appropriate to raise awareness of safety and security concerns, or at the discretion of the County Librarian or designee.

Video and
Image
Retention

e. The Library will retain surveillance footage for 30 days from the date of recording, at which time such footage will be destroyed, unless during the 30-day retention period the Library receives a third-party request, as described in Paragraph f below, or the footage contains images or information pertaining to a known or potential security incident, in which cases the footage will be retained until resolution of the matter at issue or when it no longer has use for Library security purposes, whichever is sooner. During the 30-day footage retention period, the retained footage and images are stored on an internal server and will be accessible through archival retrieval by authorized

DISSEMINATION OF
VIDEO & CAPTURED
IMAGES

Library staff, subject to safeguards utilized to protect data from unauthorized access.

f. Outside inquiries from law enforcement, media, government agencies, lawyers, and other third parties regarding security footage related to particular incidents captured by surveillance will be referred to the County Librarian, and no records may be made public without express approval of the County Librarian or designee. Video, images, and information captured by surveillance cameras, may be released (i) to law enforcement when requested as part of a criminal investigation and (ii) to the extent required by valid court order, subpoena authorized under state, federal, or local law, or as otherwise required by law, including but not limited to the Kansas Open Records Act, K.S.A. 45-215, *et. seq.*, in accordance with Library ARM 10-55-11.

EXCEPTIONS FOR PUBLIC
MEETING AND
PROGRAMMING EVENTS

g. This regulation does not pertain to recordings of public meetings of the Johnson County Library Board of Directors or certain recorded Library programming events, including but not limited to author speaking engagements, for example.

February 8, 2024

ARM 60-10-30 End

DRAFT