

Board Report December 8, 2022

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS REGULAR MEETING, DECEMBER 8, 2022 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 <u>YouTube Channel</u>. 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 <u>kangethep@jocolibrary.org</u> before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board prior to the meeting.

- I. Call to Order
- II. Citizen Comments will be accepted in writing and made part of the record of the meeting.

III. Remarks

- A. Members of the Johnson County Library Board of Directors
- B. Board Chair, David Sims
- C. Friends of the Library; written report presented by Shanta Dickerson......4
- E. Liaison, Board of County Commissioners, Janeé Hanzlick

IV. Reports

- A. Board Counsel Andrew Logan and Fred Logan
 - 1. Intellectual freedom and challenges to the collection.
- B. County Librarian Report Tricia Suellentrop, County Librarian

1. Finances and Statistics	
a) Monthly Budget Report, Dave Vratny, Finance Director	.6
b) Monthly Statistics Report, Adam Wathen, Associate Director for Branch Services1	12
2. Comprehensive Library Master Plan – Scott Sime, Project Coordinator	
a) Merriam Plaza Library (formerly Antioch Replacement)1	15
b) Capital Projects: Timeline Summary	20
3. Updates – Tricia Suellentrop, County Librarian	
a) General Elections Update, Ashley Fick, Reference Librarian	22
b) List of Major Vendors, Tricia Suellentrop, County Librarian	23
c) New Deputy County Librarian – Kinsley Riggs	

V. Consent Agenda

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Α.	Action Items:	
	1. Minutes of the October 19, 2022 Library Board Retreat meeting	24
	2. Minutes of the November 10, 2022 Regular Library Board meeting	
	3. 2023 renewals of Memoranda of Understanding (MOUs)	41
	a) AARP, The Arts Asylum, Catholic Charities, City of Overland Park Walk and R	
	Department of Corrections, DeSoto Parents as Teachers, Elections, Growing F	utures

Early Education Center, InterUrban ArtHouse, Johnson County Community College Adult Education, Johnson County Department of

	 Technology & Innovation – Automated Information Mapping System ("DTI-AIMS"), Johnson County Library Foundation, Kansas City Artists Coalition 2023 renewal of agreement for legal services with Logan, Logan & Watson
B.	 Information Items 1. Financial and Personnel a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2022 were handled in accordance with library and County policy. b) The October 2022 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
VI. Old B	Business None
VII Now	Business
A.	Information Item: Bi-annual Review of the Collection Development Policy, Lacie Griffin, Collection Development Manager
В.	Information Item: Review Interlocal Agreement between the Johnson County Library and the City of Olathe, Ben Sunds, Associated Director of Customer Experience
C.	Action Item: Consideration of renewal of MOU with the Friends of the Library, Stephanie Stollsteimer, Development and Foundation Director
D.	Action Item: Consideration of closure of Central Resource Library for Library Lets Loose; September 23, 2023, Stephanie Stollsteimer, Development and Foundation Director
E.	Action Item: Approval of Administrative Regulation (ARM) 20-10-11Holiday Closures, Jen Mahnken, Associate Director for Systemwide Services
F.	Action Item: Adopt Administrative Regulation Manual - Disposal and Transfer of Library Real Property, Dave Vratny, Finance Director110
G.	Action Item: Consideration of renewal of MOU with the American Public Square, Tricia Suellentrop, County Librarian

VIII.Adjournment



December 2022: Monthly Report

of the Friends of Johnson County Library to the Board of Directors of Johnson County Library

Good afternoon, and thank you for this time to highlight recent news and accomplishments on behalf of the Friends of Johnson County Library.

- Looking Back

What a year it's been! Our accomplishments throughout 2022 are numerous and noteworthy. To touch on a few:

We streamlined community book sales through our sort-to-sell facility in Lenexa, increased pop-up sale frequency and reallocated staff to accommodate these changes.

We reviewed and revised our policies, including all HR policies and our Violence in the Workplace Policy.

We created a Personal Leave Policy.

We conducted a review of agreed-upon procedures with direct focus on cash disbursements.

We reviewed all banking and financial services and made changes to align with current needs.

We expanded donation acceptance to nearly all Johnson County Library branches with the use of bins rather than boxes at most locations.

- Looking Ahead

For us, the new year begins with new plans. The 3-year strategic plan approved by our board of directors in 2019 became a 4-year plan by unanimous vote at the beginning of this year. Now it is time to revisit, revise, and refine. The board will meet for the first of two planning sessions in January.

Thank you for your time, and I am happy to answer any questions you may have.



To: Library Board of DirectorsFrom: Stephanie StollsteimerDate: December 8, 2022Re: Johnson County Library Foundation update

Annual Appeal 2022

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

"Magic is in a Book! Your Gift Makes the Magic."



• The initial mailing went in November and we've followed up with digital and social media. We'll do one more follow up mailing mid-month to key donors.

Grant Update

- We are thrilled to announce a \$10,000 grant from the Royals Charities!
- This grant is for an interactive literacy unit for the new Merriam Plaza branch.
- These units promote the Library's system-wide early literacy program, 6 by 6, Ready to Read.

Library Lets Loose 2023

• Plans are underway, and with your permission, we will host this fundraising event, September 23, 2023 at the Central Resource Library. You'll be asked to vote later in the agenda.

Thank you!

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only) October 2022 83% of Year Lapsed

\$120,430

OPERATING FUND	2022
Programs	Budget
Revenue	3,767,639
Administrative Services Information Technology Collection Development Branch/Systemwide Services Transfer to Capital Projects Interfund Transfers	146,101 3,834,756
TOTAL OPERATING FUND EXPENDITURES	\$3,980,857
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	(\$213,218)
SPECIAL USE FUND	2022 Budget
Revenue:	3,590,820
Expenses:	
Contractual Services (General Maintenance)	104,208
Commodities (Capital Equipment) Transfer to Debt Payment	40,797
Transfer to Debt Payment - CLMP Transfer to Capital Projects	3,112,167
Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES	\$3,257,172

TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2022

83% of Year Lapsed

REVENUE ALL FUNDS	2022 Year to Date	2022 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	38,000,660	38,342,480	99%	99%
Ad Valorem Delinquent	103,018	364,732	28%	28%
Motor Vehicle	3,288,283	3,442,484	96%	105%
Library Generated - Copying/Printing	64,446	104,359	62%	52%
Library Generated - Overdues / Fees	254,377	493,271	52%	36%
Sale of Library Books	50,000	50,000	100%	75%
Misc Other	999	18,703	5%	80%
Reimbusement	256,390	630,043	41%	56%
Library Generated - Other Charges	0	3,641	0%	0%
Investment	111,432	54,948	203%	167%
Unencumbered Balance Forward	0	600,000	0%	0%
Transfer from Capital Projects	293,706	0	0%	0%
Recreational Vehicle Tax	21,540	15,169	142%	172%
Commercial Vehicle Tax	61,265	49,843	123%	98%
Heavy Trucks Tax	4,733	5,261	90%	107%
Rental Excise Tax	53,848	43,457	124%	70%
State and Federal Grants	133,322	265,638	50%	64%
TOTAL REVENUE	42,698,019	44,484,029	96%	97%

Expenses ALL FUNDS with Collection

Encumbrance	2022	2022	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	17,735,405	22,947,472	77%
Contractual Services	4,511,590	6,007,986	75%
Commodities	5,037,260	4,411,766	114%
Risk Management Charges	188,241	251,838	75%
Capital / Maintenance / Repair	3,980,858	4,100,494	97%
Transfer to Capital Projects	3,112,167	3,590,820	87%
Grants	133,691	265,638	50%
Interfund Transfer	2,908,015	2,908,015	100%
TOTAL EXPENDITURES	37,607,228	44,484,029	85%
Revenue - Expenses as of October 31, 2022	5,090,791		

RESERVES ALL FUNDS	As of 12/31/21
Reserves Operating Fund	14,286,867
Reserves Special Use Fund	1,840,991
Total JCL Reserves	16,127,858

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category October 2022 83% Year Lapsed

OPERATING FUND	2022	2022	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	3,279,057	4,363,169	75%
Information Technology	2,614,763	3,845,401	68%
Collection Development	3,053,418	3,946,140	77%
Branch/Systemwide Services	15,876,317	21,274,373	75%
Risk Management Charges	188,241	251,838	75%
Grants *	133,691	265,638	50%
Transfer to Capital Projects	3,707,330	3,707,330	100%
Interfund Transfer	2,866,474	2,908,015	99%
TOTAL OPERATING FUND EXPENDITURES	31,719,291	40,561,904	78%
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SPECIAL USE FUND	2022	2022	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	40,797	204,305	20%
Commodities (Capital Equipment)	104,208	127,000	82%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	3,112,167	3,590,820	87%
TOTAL SPECIAL USE FUND EXPENDITURES	3,257,172	3,922,125	83%
			79%
TOTAL EXPENDITURES	34,976,463	44,484,029	

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type October 2022 83% Year Lapsed

ALL FUNDS	2022	2022	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	17,735,406	22,947,472	77%
Contractual Services	3,897,201	6,007,986	65%
Commodities	3,020,884	4,411,766	68%
Risk Management Charges	188,241	251,838	75%
Capital / Maintenance / Repair	3,853,432	4,100,494	94%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	3,112,167	3,590,820	87%
Grants	133,691	265,638	50%
Interfund Transfer	3,035,441	2,908,015	104%
TOTAL EXPENDITURES	34,976,463	44,484,029	79%

JOHNSON COUNTY LIBRARY

GRANTS MONTHLY REPORT

GRANTS* Expenditures through 10/31/2022	Source	Received	Expenditures	Grant Award	Budget Remaining
285000089 2022-State Aid	State	3/17/2022	\$133,321.69	\$133,321.69	\$0.00

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

Expenditure of Friends of the JCL Donations 2022

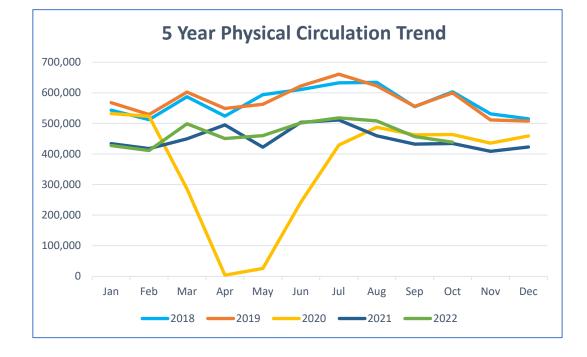
Expenditure Details	October	YTD
Volunteer Recognition	\$0.0	\$0.00
Advertising/Promotion	0.0	00.00
Collection Materials	0.0	0.00
Professional Development/Staff Recognition	0.0	00.0
Technology/Recruitment Consulting & Expenses	0.0	0.00
Strategic Planning meeting supplies	0.0	00.0
GEM Award/Staff Recognition	0.0	0.00
Homework Help and Tutor.com	0.0	00.0
Summer Reading Club/Elementia	0.0	00.00
Other Library Programming	0.0	00.0
MidAmerica Regional Council	0.0	00.00
Joint Board Meeting Expense	0.0	00.0
Board Travel Expenses	0.0	2,406.86
Board Retreat Expenses	428.2	11 428.11
Miscellaneous	0.0	0.00
Total Expenditures	\$ 428.1	1 \$ 2,834.97

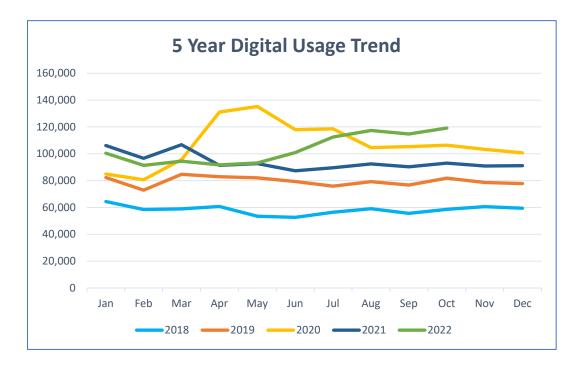
Monthly Statistical Report

December 2022



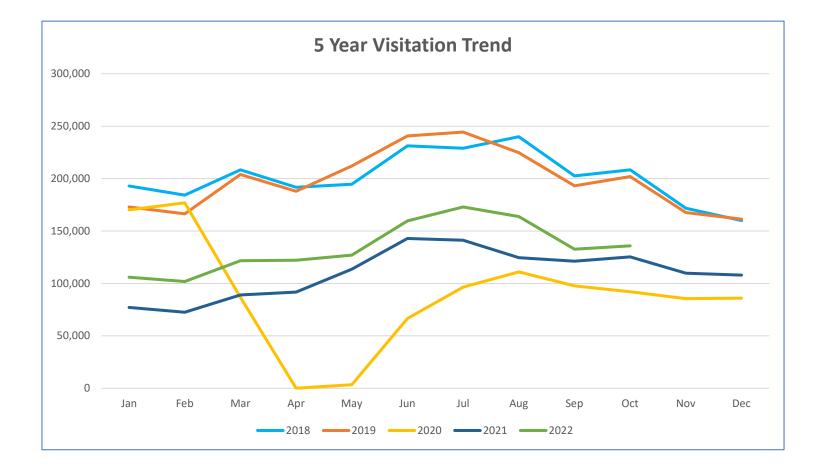
Monthly Statistics







Monthly Statistics





Merriam Plaza Library

Update – December 2022



Updates

- Construction update
- Groundbreaking
- Next steps



Construction update

- Notice to Proceed
- Permitting
- Construction Fence



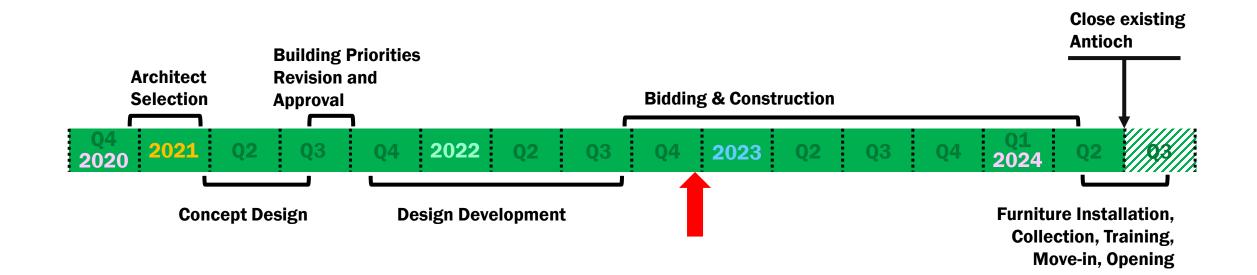
Next Steps

- Sitework
- Public Communication planning



Merriam Plaza Library:

Anticipated Project Timeline



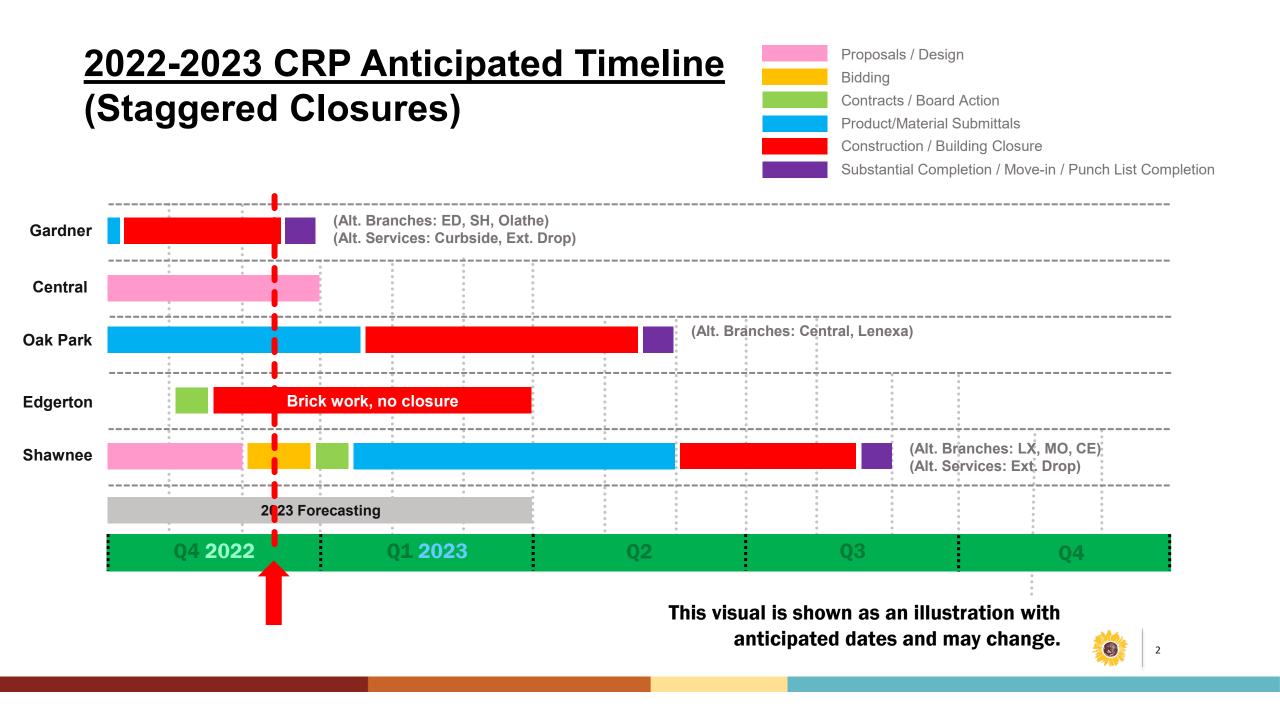


5

Capital Projects: Timeline Summary

December 2022







General Election Update

Election Day Voting Locations:

- Blue Valley 572
- Cedar Roe 494
- Corinth 746
- Central Resource Library 1025
- Monticello 1198
- Oak Park 1029
- Shawnee 1119

Advance Voting Locations:

Oct 22-Nov 5

• Monticello Library - 8849

Oct 29- Nov 5

• Oak Park Library - 2738

Ballot Drop Box Locations:

- Blue Valley Library 2,757
- Central Library 2,378
- De Soto Library 308
- Gardner Library 496
- Shawnee Library 1,242
- Spring Hill Library 412



2022 Vendors Update

- 1. 10Ninety
- 2. 123 Andre
- 3. ACS Ballot Box Camera Storage
- 4. Baker & Taylor Booklife Elite Collection
- 5. BiblioCloudRecords & Bibliocommons
- 6. Biblitheca
- 7. Brainfuse
- 8. Candid
- 9. Cengag Learning Gale Renewal Amendment
- 10. Code Koalas
- 11. Comprise Technologies Smart Money Manager
- 12. Consolidated
- 13. Data Axle
- 14. EBSCO
- 15. ETI
- 16. First American Title Co
- 17. Flipster
- 18. Grey House Publishing
- 19. Howe Street Group
- 20. K&W Underground Fiber
- 21. Kan Ren (ERate Agreement)
- 22. Kanopy
- 23. Lightbox Learning Inc
- 24. Litwin, Eric
- 25. Logan Logan and Watson
- 26. MALA Courier 2022
- 27. Manhattan Short Film Festival
- 28. Mergent
- 29. Metro Security Watch
- 30. Mission Electronics, Inc
- 31. Mission Electronics, Inc Legal Certification
- 32. Morningstar Investment Research
- 33. Naxos
- 34. New York Times
- 35. NewsBank
- 36. ON24

- 37. Outfront
- 38. OverDrive
- 39. Post Publishing
- 40. ProQuest
- 41. S&P Global
- 42. SecureLink
- 43. SelectPlus Microsoft
- 44. Sirsi
- 45. Sirsi Patron Point Web Service
- 46. Technology Group Solution
- 47. Unique Management Services
- 48. Value Line
- 49. WASP

MINUTES JOHNSON COUNTY LIBRARY BOARD RETREAT

October 19, 2022

at Central Resource Library

Noon to 4:00 p.m.

BOARD: David Sims, Kelly Kilgore, JR Riley, Mitra Templin, Bethany Griffith, and Jeffrey Mendoza

ABSENT: Ali Seeling

STAFF: Tricia Suellentrop, Jennifer Mahnken, Ben Sunds, Adam Wathen, David Vratny, Stephanie Stollsteimer, Laura Hunt, Scott Sime, Patti Kangethe, Juan Lopez-Tamez, Joe Waters, and Liz Sutherlin.

Board Chair David Sims called the meeting to order at Noon.

Chair Sims updated Board on communications with various Board Members.

Introductions were led by Liz Sutherlin.

Bethany Griffith offered to serve as the third member of the Personnel Review Committee.

Review the De Soto, Spring Hill and Edgerton Refresh

Jen Mahnken, Interim Deputy County Librarian reviewed the Conceptual Plans for De Soto, Spring Hill and Edgerton refresh, this information is included in the Board Retreat Report.

In response to questions asked Ms. Mahnken clarified that priorities were based on public input and that collections are all floating and looking at reducing the number from each genre. Ms. Mahnken also clarified that project costs could include Capital Replacement Program (CRP) work if the timing matches up with the need for each building.

Ms. Griffith asked if Spring Hill could be added on with a second story. Mr. Lopez-Tamez clarified that the building could go up, but it would be cost prohibitive.

Ms. Templin asked if there would be a lost of parking spaces with the proposed addition to Spring Hill. Staff explained that there would be a net loss of 3 spaces.

Staff and board members discussed where Spring Hill was in the original Comprehensive Library Master Plan (CLMP) and what was projected was 20,000 sq ft new building. Ultimately it is up to the Board on when a replacement would come or what scope a refresh would be.

Ms. Griffith spoke about the plans for a Community Center opening in the next few years in Edgerton. Recommends this could be a great test location for an expanded patron access model. She also reminded all that the building is owned by the City of Edgerton and is currently getting some structural updates.

Ms. Templin agrees with idea of Edgerton for test for expanded patron access. She expressed that Spring Hill is very undersized and there are future options to go to a larger site. She supports the conceptual designs as presented for De Soto and prioritizes De Soto and Spring Hill.

Chair Sims asked about the use between Spring Hill and De Soto. Mr. Wathen noted that use is about the same between the two branches, and that part of Spring Hill straddles Johnson County and Miami County. There was discussion that Miami County does not have plans to add any libraries near Spring Hill.

Mr. Mendoza recommended tabling any work on Edgerton and agrees that Spring Hill is the area of largest need, then De Soto.

Ms. Templin agrees to table Edgerton at this time, the need is greater for Spring Hill and De Soto.

Ms. Kilgore agrees to table Edgerton at this time, the need is greater for Spring Hill and De Soto. She also shared that she heard from a librarian that hours is the biggest complaint.

Ms. Templin and Ms. Griffith would like to see a new time study that is more up to date and has more accurate information.

Ms. Griffith would like to see a proposed budget for using Edgerton as test access building. She supports the plans for Spring Hill and De Soto as proposed. She prioritizes Spring Hill first based on higher cost and inflation.

Ms. Templin and Board Chair Sims asked if both Spring Hill and De Soto could be done at or nearly at the same time.

All board members in attendance conveyed alignment around the scope of plans for Spring Hill and De Soto, supporting the plans as proposed.

Review the Comprehensive Library Master Plan

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

Mr. Vratny reviewed budget and economic uncertainties including labor market shortages, supply chain issues, inflation concerns, rising interest rates and dark store theory impacts. Mr. Vratny then reviewed compensation and benefits of private vs. public wages, salaries and benefits. He reviewed the mill levy that was approved for the 20-year CLMP at 75% in 2015. The Capital Improvement Plan (CIP) is being approved on a yearly basis for the CLMP, upcoming will be 2024-2028 CIP plan for approval at the beginning of 2023. Mr. Vratny reviewed the current CIP plan from 2023 to 2027 and current cashflow plan.

He also reviewed what projects were funded through the .75 mill levy increase in 2016 and what projects were not funded through the CLMP. CRP work at those locations is still occurring, but more major renovations are not taking place at this time. Over time the library has been able to add some projects to the funded list based on available funds.

In response to questions asked Mr. Vratny clarified square footage for some of Blue Valley replacement being 64,000 sq ft without an additional branch further south.

Ms. Templin asked about the past priorities including when and how Blue Valley went to the top.

County Librarian Suellentrop explained that Overland Park (OP) officials have expressed that are ready to start work on the Blue Valley (BV) site when we are. City of Prairie Village (PV) would like to add the library to City Campus, but we have not seen that come as quickly as City officials would like. Due a pause from City of PV during COVID and board member desire, Blue Valley moved to first in the CLMP priority.

Ms. Griffith added that City of PV paused at the beginning of COVID and Blue Valley showed need due to needing more space.

Ms. Tricia Suellentrop, County Librarian, requested that the Board react to proposed recommendation with the facts and considerations, this information is included in the Board Retreat Report.

Ms. Griffith proposed Spring Hill, De Soto, revised CLMP study in that order. She expressed that this would provide the City of PV time to plan and that she is concerned with putting De Soto off for too long. Ms. Templin agreed with not wanting to put De Soto off, expressing she felt it would be a disservice to the western community.

Ms. Griffith would like to also test the access model and know if that is feasible.

Board Chair Sims asked for more discussion around why Corinth moved up in the recommendation from the existing CLMP order. There was discussion that the building needed maintenance.

There was discussion that Corinth has maintenance needed, but also that repairs have been made to the existing building.

Mr. Waters added that the same time that the Library got a mill levy increase Parks also got an increase for their legacy plan. Both have been able to accomplish more than expected and Parks is currently reviewing their legacy plan.

Ms. Griffith requested to add Edgerton as a test facility or study for expanded access, outside of the CLMP and CRP

Ms. Templin asked for history of where the desire for expanded access came from.

Ms. Griffith explained where she learned about this and how that transitioned to a conversation with Sean and library staff.

Mr. Sunds shared a correlation between systems and expanded access or hours, specifically around areas that have three shifts.

Mr. Wathen reminded everyone of the value that staff add to a building and clarified that we would be looking at expanding access.

Mr. Mendoza is in favor of taking Edgerton off the CLMP prioritization list. Board Chair Sims agrees.

Ms. Templin asked for clarification on if OP would use the land differently.

County Librarian Suellentrop shared that the City of OP did not discuss doing something different with that land, but that we would need to let the City of OP know that we may adjust based on their readiness.

There was discussion regarding the political climate and current requests from Board of County Commissioners (BOCC) as well as City Officials.

Board Consensus: De Soto and Spring Hill at the same time, as soon as possible, with Corinth then Blue Valley, and a CLMP refresh study added in. (Edgerton to be removed from the CLMP timeline, due to limited scoping)

Board Members requested an hours study and an access study.

Fine Discussion

Adam Wathen, Associate Director of Systemwide Services, presented the current fines and fees at Johnson County Library (JCL), this information is included in the Board Retreat Report.

Mr. Wathen reviewed libraries that are currently fine free and corrected the record that Lawrence Public Library in Kansas is fine free, he spoke incorrectly at the October 13th Board Meeting. Correction is that Lawrence Public Library has reinstituted fines.

There was discussion around the timeframe to renew and return the book and that a patron can continue to check out books until replacement fees reach the max.

Mr. Wathen explained that historical fees are hard to get back and consist of anything older than 5 years and more than \$3.

Mr. Mendoza shared that there are other libraries show the value of the book on receipt, clarifying the value a patron receives and also the cost they could incur.

Board members conferred that it would be nice to have that information and nice to be able to show the value of what has been barrowed in the community. Mr. Wathen agreed that it could be investigated if the loan value could be added to receipts.

Ms. Templin asked if access to computers were limited or suspended once a patron reaches the fine limit. Mr. Wathen assured the attendees that access to computers, rooms and e-resources are still open for patrons that reach the fine limit.

Mr. Wathen reviewed the cost of fines. Board members brought up that they are in favor of this and brought a proposal of going fine free and raise limit to \$100.

Ms. Templin asked if we have a kids bill of rights, sharing that it would be nice to have something focused on kids or young users.

Board Consensus: Fine Free and raise limit to \$100

The Board requested to see the current fines and how much it would cost to forgive those fines.

The Board also requested staff investigate adding the cost of materials to receipts.

Olathe Public Library Interlocal Agreement

Ben Sunds, Associate Director of Customer Experience, gave an update on the Olathe Interlocal Agreement, this information is included in the Board Retreat Report.

Mr. Sunds reviewed historical context of the Olathe Interlocal Agreement and shared the many shared services, technology, and costs.

Ms. Templin asked if Olathe Public Library (OPL) policies changes are determined by the Olathe City Council then what safeguards do we have in place against the risk of political decisions.

Mr. Sunds clarified that we are currently working with JCL legal and City of Olathe legal staff on this agreement.

Mr. Mendoza asked if the agreement should be the City of Olathe with JCL or if it should be with BOCC. He shared that he has concerns with this partnership.

Ms. Templin remembered a time when JCL and OPL were going to combine.

There was discussion of the benefit of this partnership, including offering county patrons two more locations.

Board Members asked if there is an exit strategy within the Interlocal Agreement and there was discussion that all Memorandums of Understanding are reviewed yearly and can be dissolved with 30 days' notice, this would be no different.

Mr. Vratny shared that OPL reimburses 23 % of shared costs including courier service, e-book selector and ILS system. The typical payment is about \$400,000 and expect to be more this year. For the entire collection for every \$100 we get about \$23 back. They are getting a good deal, but we would not have the same cost savings as what we would lose in revenue.

Ms. Griffith asked about sorting Olathe materials. Mr. Wathen shared that we discussed that and the boundary of this relationship being that we would not sort their materials.

There was discussion of the political climate that supports this partnership, and that the County Manager's Office has been in favor of combining systems in the past, but the City of Olathe has not been agreeable.

Ms. Templin and Ms. Griffin would like to see benefit and value of this partnership with OPL.

The Board requested information regarding a cost breakdown (including increase in mil levy and cost to Olathe) (December) and reached a consensus to move forward on current work of updating the Interlocal Agreement.

Areas of focus for the JCL Board in 2023

There was discussion of Conferences, local events, and governance committees that Board Members could take part in.

Floor was opened for other topics from Board Members:

Mr. Mendoza asked about the salary for employees and would like to see if we can get everyone at the library to \$15 per hour. Ms. Templin and Ms. Kilgore agree with looking into this.

Ms. Kilgore asked for a comprehensive list of MOUs partnerships and Vendors.

Board Members all discussed current legal issues and library issues, specifically those happening in Missouri.

JCL Staff reviewed some structural issues that are being reviewed at Central Resource Library.

Meeting concluded at 3:40 PM.

SECRETARY

Kelly Kilgore

CHAIR

_____SIGNED_

David Sims

Tricia Suellentrop, County Librarian

MINUTES JOHNSON COUNTY LIBRARY BOARD REGULAR MEETING

November 10, 2022 at Central Resource Library 4:00 p.m.

BOARD: David Sims, Kelly Kilgore, JR Riley, Mitra Templin, Bethany Griffith, and Jeffrey Mendoza

ABSENT: Ali Seeling and Jeffrey Mendoza

BOARD ATTORNEY: Fred and Andrew Logan

BOCC: Commissioner Hanzlick and Chairman Eilert.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Jennifer Mahnken, Ben Sunds, Adam Wathen, David Vratny, Stephanie Stollsteimer, Laura Hunt, Elissa Andre, Patti Kangethe, Juan Lopez-Tamez, Angel Tucker, Shala Bloomberg, Joe Waters, Joseph Keehn, Tad Clemons, Savannah Lanza, Emily Bartlett, Morgan Vesta, Amy Anderson, Grace Stahl, Brooks Fitzpatrick, Zoe Thompson, Megan Clark, and John Thurman.

Board Chair David Sims called the meeting to order at 4:00 p.m.

CITIZENS COMMENTS:

The following Citizen Comments were read into the record and were included in the as November Library Board Report.

October 30, 2022

Hello,

I live near 119th and Antioch (and have for over 30 years). Every time a new library location is established I am disappointed that it is further and further away from our neighborhood. A quick glance at the library location map shows the deficit in our area of town. As taxpayers, we feel neglected and wonder why some areas have several close locations and we have none! I have to drive more than 3 miles to get to any library location and usually drive more than 4 1/2 to get to a location with better selection and/or hours. Leawood is our closest location but the traffic makes it take so long that I bypass its limited selection and trek to Central. That being said, I'd happily go to a smaller location that was closer (particularly as age becomes an issue).

Thanks for presenting this comment/complaint.

Susan E. Mundt

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Board Chair David Sims welcomed everyone.

Bethany Griffith thanked citizen addressing the board, as it is exciting to see participation and it is an honor and privilege to serve on this board. Ms. Griffith welcome to new employees and congratulated the community members who won the Friends bookmark contest.

November 2022 Board Meeting Minutes Page 1 of 11

Board Chair Sims

DEVELOPMENT DEPARTMENT FRIENDS OF THE LIBRARY:

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

Mr. Leitch shared that the Bookmark Design Contest kicks-off this year's membership drive, the goal is to grow membership by 10% and so far, the Friends are on their way to meeting that goal.

If you're not a member, please join us at <u>https://www.joinjclfriends.org/</u> and we will look forward to seeing you at our next sale.

Friends hosted annual meeting where the restated MOU with the Library was approved and will come to the JCL Board next month. Also, the Friends approved a new slate of 2023 Officers, this list is included in the November Library Board Report. Mr. Leitch thanked the Friends board members for their dedication and commitment to the Friends and the Library.

JOHNSON COUNTY LIBRARY FOUNDATION:

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

Wrap up of 2022 Library Lets Loose

Ms. Stollsteimer shared that Library Lets Loose had wonderful coverage in the Independent Magazine. The Foundation board of directors are already planning for 2023 and expect to formally request for closure for the date of September 23 next month.

Ms. Stollsteimer shared that the Black & Veatch Naming Grant was approved for \$30,000 for 2023. This makes nine years for support.

Ms. Stollsteimer shared that the appreciation and fundraising event for 1952 Society and Readers Circle, "A Conversation with Candice Millard and Steve Kraske" was graciously hosted at the home of Carol and Fred Logan along with Erica and Andy Logan, where 40 guests helped raise \$5,000.

The Foundation's Annual Appeal mailing went out earlier this month! The theme is "Magic is in a Book" and showcases very cute kids from library staff families. Keep in mind November 29th is Giving Tuesday and that is a great day to make an online gift.

Lastly Ms. Stollsteimer shared that the Foundation is preparing to welcome 4 new board members and new officers for 2023 at the Foundation's November board meeting that will be held next week. She thanked the Foundation, Friends, and Library Board members for their volunteer service and all that they do.

COUNTY COMMISSIONER REPORT:

Chairman Eilert spoke to the Board during this report.

Chairman Eilert thanked the Library Board, library staff and the Foundation for their terrific work serving the community. He shared a story about his previous role as liaison to the Library Board, this

was rewarding to learn about our Library system and the important role that it and you play in making our community and county one of the best places to live, work, and raise a family.

Chairman Eilert shared that in 2016 the Board of County Commissioners (BOCC) by a majority authorized an increase in mill levy for the library system to provide some of the facilities that had long been part of their long-term planning. The first one was Monticello where we had an opportunity to receive some free land in that transaction, but there was a time limit on that opportunity. With that additional funding, you were able to build a magnificent facility, now called the Monticello Library and then work with City of Lenexa for the Lenexa City Center.

Now we are about ready to do the ground-breaking for the Merriam Center Library. Chairman shared that the library has decided to name one of the rooms after the Webb family, who were from Merriam. Back in the early days, the Kansas constitution required separate but equal schools for our children and the Merriam school district had just approved some major renovation of the school where the white students attended. The Webb family's children attended the Black school, which was in total disrepair and as a result, the Kansas Supreme Court said they were separate, but not equal. It was about four or five years before Brown vs. Education, that Merriam school district was integrated, and the black students went to school with the white students. Chairman Eilert thanked the library for remembering that and is sure this will be a great addition to the history of that part of our county.

Chairman Eilert thanked the board for their commitment, strength, and courage in providing an important service to our community and wished them best of luck moving forward.

Chairman Eilert received a standing ovation as he left the podium, as he will not be returning as BOCC Chairman in January 2023.

Board Chair Sims thanked Chairman Eilert for those kind words and his many years of service, reaffirming that he's been a great part of the community over the years.

Commissioner Hanzlick shared that she attended the National Hispanic Heritage event and is currently reading "You can go to hell and back" by Christina Santiago, a local author. This great book is about the author's journey with bipolar disorder and is written like a poem.

BOARD COUNSEL REPORT

Fred Logan, Board co-counsel, reported on the authority of the board to enter Memorandums of Understanding (MOU) or Interlocal Agreements with municipalities.

Mr. Logan shared that the Library has entered into nine of these important agreements with cities; Edgerton, Gardner, Leawood, Lenexa, Merriam, Olathe, Overland Park, Prairie Village, and Shawnee. The Library Board is a statutory board and a governing body of a separate taxing district, not an advisory committee. The County Commission and Library Board are different, the County Commission is over all of Johnson County and the Library Board does not include the City of Olathe.

Mr. Logan shared that there are statutes that govern how the Library Board operates in certain things and requires, for example, that the budget that the board approves goes to the BOCC for ratification and approval. The same is true with respect to acquiring land or when the Library Board disposes of land, those are also subject to ratification, approval of the BOCC. The BOCC would not have authority to enter into statutory agreements with cities, for example, for library service as that is strictly the Library Board's authority.

COUNTY LIBRARIAN REPORT

Finance Report

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

At the end of September, we were 75% through the 2022 year, with a little over \$42.4 million, a little over 95% of projected revenues. Mr. Vratny explained that after balancing for the unencumbered balance forward we have a remaining gap of a little less than \$1.5 million and we tend to close that gap in the last quarter. Obligated expenses show at about \$34.9 million, 79% of our budget encumbered, which is under where we would predict to be at this time.

Statistics

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

Mr. Wathen reviewed the monthly statistical report based on five years, as pre-COVID numbers were requested at a previous meeting. Mr. Wathen shared that 2018 and 2019 pace closely together and top out the chart in physical circulation. Our physical circulation for 2022 is pacing close to a little bit above last year. Digital usage is showing an opposite trend, where 2018 and 2019 are at the bottom of the chart and 2022 has eclipsed the previous years' usage of digital content. Mr. Wathen shared that the door count measures the visitation trend and is very similar to the circulation trends. Visitations for 2018 and 2019 paced very closely together, while 2022 is pacing below that level but higher than 2021 numbers.

Programs

Joseph Keehn, Program and Event Coordinator, presented the trends in Programing, this report is included in the November Board Report.

Mr. Keehn gave an insight into the processes and best practices we employ to provide educational and entertainment programs at the Library. Programs at the Library strive to achieve our vision to create an environment for people to learn, to explore, to enjoy, to create, to connect and reinforce our values of being a learning organization. In addition to supporting the mission, vision, and values of the library we program to further fulfill the library's strategic plan in education, community building and convenience.

Mr. Keehn shared that patrons can find our programs and initiatives in various channels, most prominently by way of the website and through our OpenBook newsletter.

Joseph shared that the method for programming is a set of procedures, best practices, and resources we use to carry out the experiences and engagements we create to fulfill the Library's programming philosophy outlined by the ARM section 20-60-10. There are a total of 107 staff members within the program outreach and information service department dedicating a portion of their time to programs at the library.

Mr. Keehn went on to explain that the library has programs for all ages in ranges of topics and needs for the community. Adult services specialize in providing programming and outreach to patrons in focus areas of book groups, career and personal finance, community matters, local arts and culture, local history, genealogy, incarcerated services, and Makerspace. The programs are planned in

committees with varying levels of involvement from staff, patrons, and partnership organizations. Youth services specialize in providing program and outreach to patrons in four categories: Birth to 6, 7-11, elementary age; 12-18, which is our teens; and parents educators and caregivers. Youth service programs are vision, mission, and strategically driven, as well as developed in a collaborative committee framework.

Last year we offered 720 programs with a reach of over 39,000 for the live attendance with our 509 programs available online or available for on demand viewing, our total reach was 118,565.

Programs are based on a school year semester calendar, spring (January – April), summer (May – August), and fall (September – December). We generally plan at minimum three to six months out, and as far as 18 months out for events such as our annual writer's conference.

Mr. Keehn shared that there are currently 288 registered guests for the Writers Conference, next week, with in-person, virtual (Zoom, Facebook and ON24) and hybrid sessions. For the conference, the library is offering 18 sessions as hybrid sessions, live in person and available for on demand viewing, an additional 24 strictly in-person programs, and several drop-in activities, including one on-one marketing advice, one-on-one editing and author photo sessions.

Mr. Keehn shared how programs are planned, implemented, and evaluated and how focus areas and age categories are developed because of input to surveys and patron feedback.

Ms. Kilgore asked if patrons could see on-demand events when searching the catalog. Mr. Keehn confirmed that we do have that capability.

COMPREHENSIVE LIBRARY MASTER PLAN

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

Merriam Plaza Project

Mr. Sime reported the status of the Merriam Plaza Library Project and what is coming next. This information is a part of the November Board Report.

Currently this project is transitioning from design into construction. Mr. Sime shared that the Public Building Committee approved the amendment to the construction contract earlier this morning.

Groundbreaking for Merriam Plaza Library will be Tuesday November 29th at 9am. The board should be receiving email invitations in the next week.

Mr. Sime shared work from the two-artist approved for public art on this project, from a national search by the Artist Selection Panel. Sage Vaughn, from California, focuses on plant and floral forms, connecting to the green roof. Currently looking at two locations for metal floral form installations. Emily Alvarez carries through plant forms tied together with history, making for deep roots. Emily's work was displayed as a mural for the Webb Family Meeting Room. These examples are in draft form and shared as part of the November Board Report. Installation of public art is currently slated for late 2023.

Library staff is working on scheduling regular check-ins with City throughout construction. There are no changes to timeline. The last few months of the timeline are hatched, as we are still holding that time in case it is needed.

Overall Timeline

The Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2022 timeline are included in the November Board Report.

There are no changes to the CIP timeline from last month. Mr. Sime reviewed the CRP timeline highlighting that work is currently about halfway complete at Gardner. Oak Park will be next, and Shawnee is waiting in the wings. Mr. Sime shared an update that a structural assessment is being conducted at Central Resource Library on a crack that has formed the west wall. This assessment is necessitating the closing of two meeting rooms and more information will be shared as we have it.

UPDATES – Tricia Suellentrop, County Librarian

Ms. Tricia Suellentrop, County Librarian, reported to the Board. She shared that the Veterans Day proclamation was adopted today at BOCC and thanked Associate Director of Customer Experience, Ben Sunds for standing at that meeting for all veterans working, volunteering, and serving with the library.

IT Update

Michelle Beesley, IT Manager reported on the IT projects, this information is included in the November Board Report.

As part of the Library's Leadership Cohort, Ms. Beesley thanked the sponsors of that Leadership Development Program. She then shared highlights of a couple IT projects in the areas of automations, governance, infrastructure, and security.

Ms. Beesley shared that automation has been a big theme in 2022. Starting with materials handling, I.T. continues to support the sorters at five locations and currently is planning for a new sorter at Merriam Plaza. Another automation initiative was updating tools that we use to inventory library materials, our circulation staff use inventory wands to review items on the shelf and complete an audit of the holdings. IT continues to automate back-end technology processes, specifically focusing on automated updates to software, especially servers and staff and public computers, and automated testing of the library's website, to ensure everything is in compliance with the latest updates for security purposes.

Ms. Beesley shared that IT Governance has been another area of focus in 2022. IT Governance is defined as the processes that ensure the effective and efficient use of IT in enabling an organization to achieve its goals. this includes departmental policies and procedures and the smooth coordination between the library and our county partners. IT has participated in a county IT Governance group and a countywide Cybersecurity Information sharing group.

Next Ms. Beesley shared the infrastructure improvements that were completed in 2022. This includes updating our central compute infrastructure, migrated to and updated core networking hardware, moved to a fabulous new internet service provider with increased reliability, and upgraded server hardware at every library location this year. With the support of the County Department of Technology and Innovation we improved connectivity at Spring Hill with a more reliable network connection. IT continues to work on planned replacement of public computers and monitors, and just completed a full physical inventory of all IT assets.

November 2022 Board Meeting Minutes Page 6 of 11

Regarding security, IT has supported the installation of new systems including access control, key card swipe, intrusion and burglar monitoring, and security cameras. Ms. Beesley shared that 2022 has also seen an intense focus on cybersecurity. The library security analyst who joined our team in February has been improving policies and procedures for preventing and preparing for potential security incidents and focusing on vulnerability management and preventing e-mail phishing attacks. Library staff continue to get high marks for participation and completion of security awareness training.

Ms. Beesley thanked all the IT staff for their roles in completing these projects, as well as the Learning and Development team for their support in delivering training.

Ms. Griffith asked about the inventory wand and if staff can wave the wand in the stacks for the audit. Staff confirmed that the wand is literally waved along the stack, and it reads the RFID tags. Ms. Griffith asked if we've ever provided a cybersecurity training class or program for patrons. County Librarian Suellentrop shared that we have not currently offered that type of patron facing class, but leadership is discussing how we could serve patrons with more digital literacy.

County Librarian Suellentrop welcomed the new class of library employees and recognized that we have had several staff attending a county training called Leadership Empowers All People (LEAP). She congratulated staff that have completed their LEAP training.

County Librarian Suellentrop shared that there have been inquiries about the Lackman property, so legal counsel is drafting a proposed policy regarding disposal and transfer of property that will be part of the December Board Meeting. This is to prepare for the sale of the property at Lackman and ultimately at Antioch.

County Librarian Suellentrop officially announced that the meeting room at the Merriam Plaza Library is planned be named after the Webb Family. The library was able to reach the Webb family and we have heard that they are interested in this opportunity to honor their family and the part they played in this history. Ms. Suellentrop thanked Chairman Eilert, as he was the one that brought up this connection back in 12017 and with his encouragement, we kept following that thread to weave this into the building.

Board Retreat Recap

Ms. Tricia Suellentrop, County Librarian, reported on the Board Retreat.

County Librarian Suellentrop recapped that the Board reached alignment for the prioritization for the CLMP projects. Every year the Library Board discusses and then updates or reaffirms the project prioritization, this is so that the citizens, library staff, our partners in Facility and the cities know what is coming next and can also begin to plan.

Based on a request from the Board Retreat, a list of currently expected 31 MOUs for 2023 is included in the November Board Report. Ms. Suellentrop remarked that ten of these are partners throughout the County, which has grown over the years. The process for this is staff review these MOUs in the fall and coordinate any updates with those entities and bring them back to the Library Board usually December, January, for renewal or approval. Commissioner Hanzlick shared that there is an opportunity to apply for the Johnson County Academy coming up. Participants can learn about, visit, and tour the various departments and agencies in the County. Application will be out in December on the Johnson County website and the process for application is competitive since there are limited slots.

Ms. Kilgore asked if Johnson County Academy happens twice a year.

Commissioner Hanzlick shared that the class that just graduated started before COVID and had to take a break until they were able to reconvene this year.

Mr. Waters shared that ideally it will go back to a twice a year schedule, but it is just getting started. Ms. Kilgore asked if there is a visit or tour of the Medical Examiners building.

Commissioner Hanzlick shared that those tours and visits are based on availability and timing, the curriculum is not the same every session.

There was discussion and consensus that the Medical Examiners building is very cool.

County Librarian Suellentrop shared that all library branches would be closed November 11th in observance of Veterans Day.

CONSENT AGENDA

Consent Agenda: The Minutes of the October 19, 2022, Library Board Retreat were pulled to incorporate staff edits.

- A. Action Items:
 - 1. Minutes of the October 13, 2022, Regular Library Board meeting
 - 2. Minutes of the October 26, 2022, Special Library Board meeting
- B. Information Items
 - 1. Financial and Personnel
 - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for September 2022 were handled in accordance with library and County policy.
 - b) The September 2022 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 to approve the consent agenda. **Second:** Ms. Griffith seconded this motion.

Motion was approved unanimously

New Business

A. Action Item: Consideration to approve the CLMP project prioritization as discussed at the October 19, 2022, Library Board Retreat.

County Librarian Suellentrop introduced the briefing sheet that is included the November Board Report.

Motion: Ms. Griffith move to approve the CLMP project prioritization as discussed at the October 19, 2022, Library Board Retreat.

Second: Ms. Kilgore seconded this motion. **Motion was approved unanimously**

B. Action Item: Consider a temporary closure at the Oak Park Library for a period of up to 15 weeks between January and May to complete planned interior and exterior work.

Scott Sime, Project Coordinator, introduced the briefing sheet that is included the November Board Report.

Motion: Ms. Kilgore move to approve a temporary closure at the Oak Park Library for a period of up to 15 weeks between January and May to complete planned interior and exterior work.

Second: Ms. Griffith seconded this motion. **Motion was approved unanimously**

C. Action Item: Consider a temporary closure at the Oak Park Library for a period of up to 15 weeks between January and May to complete planned interior and exterior work.

Scott Sime, Project Coordinator, introduced the briefing sheet that is included the November Board Report.

Ms. Griffith shared that she is very excited for these updates, especially to the restrooms.

Motion: Mr. Riley move to approve a temporary closure at the Edgerton Library for a period of up to two weeks between November and December for the City to complete roof replacement work.

Second: Ms. Kilgore seconded this motion. **Motion was approved unanimously**

D. Action Item: Consideration of approval of the MOU between Johnson County Library (JCL) and Hammerspace Community Workshop in providing Science, Technology, Engineering, Art, & Math (STEAM) workshops at the Central Resource Library.

Angel Tucker, Youth Service Manager, introduced the briefing sheet that is included the November Board Report and shared more information regarding the Hammerspace programs for metal casting.

Commissioner Hanzlick shared a story about her experience with this type of class and remarked that she excited that this is being offered for all to experience.

Motion: Ms. Kilgore move that the Johnson County Library Board of Directors approves the Memorandum of Understanding with Hammerspace Community Workshop to host STEAM workshops at the Central Resource Library.

Second: Ms. Templin seconded this motion. **Motion was approved unanimously**

E. Action Item: Consideration of approval of the MOU between Johnson County Library and NCircle.

Angel Tucker, Youth Service Manager, introduced the briefing sheet that is included the November Board Report and NCircle's missing to end the cycle of incarceration.

Commissioner Hanzlick shared that she is very familiar with NCircle and the great work they do with the Department of Corrections to prepare people coming out of incarceration with trades. She expressed her excitement at this opportunity for creative writing to be available as well.

Motion: Mr. Riley move that the Johnson County Library Board of Directors approves the NCircle & Johnson County Library memorandum of understanding for the year 2023.

Second: Ms. Kilgore seconded this motion. **Motion was approved unanimously**

F. Action Item: Consideration of approval of the MOU between Johnson County Library and Johnson County Museum for the jocohistory.org website.

Angel Tucker, Youth Service Manager, introduced the briefing sheet that is included the November Board Report.

Ms. Kilgore clarified that the library previously paid 100% of the cost and this MOU outlines a 50-50 cost sharing.

Motion: Ms. Templin move that the Johnson County Library Board of Directors approves the Johnson County History Memorandum of Understanding for the year 2023.

Second: Ms. Kilgore seconded this motion. **Motion was approved unanimously**

Commissioner Hanzlick shared that there would be a county Veterans Day celebration tomorrow at 11:00 indoors at the Lenexa Armory at 18200 West 87th Street in Lenexa.

EXECUTIVE SESSION: Personnel Review

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

Those attending the executive session shall include members of the Board of Directors of the Johnson County Library, Johnson County Human Resource Partner, and County Librarian Tricia Suellentrop.

Second: Ms. Templin seconded this motion.

Motion was approved unanimously at 5:07 pm.

5:32 returned from Executive Session.

Motion: Ms. Kilgore moved, as Chair of the Annual Appraisal Committee, we completed the appraisal and voted to give the County Librarian a 3.5% merit raise. **Second:** Ms. Templin seconded this motion.

Motion was approved unanimously.

ADJOURNMENT

Motion: Ms. Kilgore moved to adjourn the meeting. Second: Ms. Templin seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:33 p.m.

SECRETARY______Kelly Kilgore

CHAIR

_____ David Sims

SIGNED_____ Tricia Suellentrop, County Librarian



Library

Briefing Sheet

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 8, 2022

Re: Annual renewal of Memoranda of Understanding (MOUs)

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

Background:

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

Analysis:

The MOUs included in the consent agenda represent successful agreements that have been in place for multiple years. No significant changes to the intent have been made to the following MOUs renewing for 2023:

- AARP
- The Arts Asylum
- Catholic Charities
- City of Overland Park Walk and Read
- Department of Corrections
- DeSoto Parents as Teachers
- Elections
- Growing Futures Early Education Center
- InterUrban ArtHouse
- Johnson County Community College Adult Education
- Johnson County Department of Technology & Innovation Automated Information Mapping System ("DTI-AIMS")
- Johnson County Library Foundation
- Kansas City Artists Coalition

Alternatives:

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

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

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

AARP Tax-Aide

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

Tax Year 2022 (February 1 – April 15, 2023)

Training:

• Johnson County Library (JCL) will provide meeting space for the training of KS Tax-Aide (AARP) volunteers at the Oak Park Library in the Large Meeting Room. This training will take place primarily in December of 2021 and January of 2022. If Oak Park is closed during January 2023, then the training will take place at Antioch in the Large Meeting Room.

Tax Preparation:

- Johnson County Library will provide one room, the Logan (capacity of 24), at the Central Resource Library (9875 West 87th Street, Overland Park). The room will be used exclusively by the AARP volunteers from January 30th, 2023 until April 20th, 2023.
- JCL will furnish an internet connection, wire or wireless, to which an AARP router can be connected.
- AARP will provide services by appointment normally but may allow a limited number of walk-ins at the Central Resource Library.
- AARP will provide all the hardware and software needed to prepare taxes.
- AARP will provide all the safety and personal protective equipment (e.g. masks, hand sanitizer and anti-bacterial wipes) required by AARP to keep the volunteers and clients safe.
- JCL will provide key card access for volunteers to the Central Resource Library, as well as tables and chairs.

Communication:

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

End of Year Celebration:

• If AARP KS Tax-Aide decides to hold a celebration at the end of the tax season, JCL will provide the Central Resource Carmack Community Room with chairs and tables to hold the AARP Tax-Aide celebration on April 21st from 12:00 – 5:00 pm. JCL staff will reserve the room and set up the A-V technology. AARP will provide any laptop, treats, and consumables used for the event.

Eugene Meiners, District 27 Coordinator AARP Tax Aide Representative gmeiners13@yahoo.com Tricia Suellentrop, County Librarian Johnson County Library

Date

Date

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

This MOU is intended to document the relationship between the Johnson County Library System and The Arts Asylum. This MOU is contingent upon normal operations for both organizations.

The Arts Asylum Annex Gallery at Antioch Library January 2023 – December 2023

Exhibition Space:

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

Exhibitions:

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

Communication:

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

Program/Training:

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

Korey Childs, Artistic Director

Tricia Suellentrop, County Librarian

The Arts Asylum Representative

County Librarian



MEMORANDUM OF UNDERSTANDING BETWEEN CATHOLIC CHARITIES OF NORTHEAST KANSAS AND JOHNSON COUNTY LIBRARY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Johnson County Library and Catholic Charities of Northeast Kansas, hereinafter referred to as CCNEK. This document sets forth the intentions, roles and terms under which both parties agree to operate/manage the collaboration.

A. PURPOSE AND SCOPE:

The purpose of this understanding is to outline the partnership between CCNEK and Johnson County Library to provide Summer Food Service Program (SFSP) Meals to the youth. This partnership will serve as a way for CCNEK to accomplish their mission of serving our brothers and sisters in need and Johnson County Library in their mission to provides access to ideas, information, experiences and materials that support and enrich people's lives. This MOU will outline both parties' expectations to ensure a clear understanding of the partnership.

B. ROLES AND RESPONSIBILITIES:

a. CCNEK SHALL:

- (1) Provide Johnson County Library with summer meals that fully meet meal requirements as laid out by the state of Kansas.
- (2) Deliver meals to the Johnson County Library facility weekly (or daily, as necessary) to ensure uninterrupted food service during the summer.
- (3) Maintain all applications and paperwork necessary to remain in good standing with the Kansas SFSP program.
- (4) Provide all necessary trainings and technical support to ensure site compliance with SFSP regulations.
- (5) Perform at minimum two (2) site visits as mandated by the state of Kansas.

b. JOHNSON COUNTY LIBRARY SHALL:

- (1) Provide a place to serve weekly meals to the youth, following all SFSP regulations as laid out by the state of Kansas.
- (2) Communicate product delivery needs to Catholic Charities monthly (or more frequently, as necessary).
- (3) Communicate any change in service days or times to Catholic Charities prior to implementation of schedule change.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. <u>MODIFICATION OR TERMINATION</u>. The Memorandum of Understanding may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties prior to any changes being performed.

Any party of the Memorandum of Understanding may terminate their participation in this Memorandum of Understanding by giving a 30-day written notice of intent to terminate to each of the participating parties. **Programming may be required to continue by either or both parties for previously engaged participants, if specified in above part C.

- 2. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This agreement in no way restricts CCNEK or Johnson County Library from participating in similar activities with other public or private agencies, organizations, and individuals.
- 3. <u>PRINCIPAL CONTACTS</u>. The principal contacts for this instrument are:

JOHNSON COUNTY LIBRARY Contact:

<u>Chris Koppenhaver</u> <u>Youth Services Librarian</u> (o) 913.826.4600 (e) KoppenhaverC@jocolibrary.org

CCNEK Contact: <u>Chanel Griffin</u> <u>Food and Nutrition Coordinator</u> (o) 913-433-2048 (e) cgriffin@catholiccharitiesks.org

4. <u>NON-FUND OBLIGATING DOCUMENT.</u> This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate agency authority. This agreement does not

provide such authority. Each party shall be fiscally responsible for their own portion work performed under the Memorandum of Understanding.

5. CONFIDENTIALITY NON DISCLOSURE.

- a. For purposes of this Agreement, "Confidential Information" shall mean any and all nonpublic information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
- b. All Confidential Information disclosed to the Recipient will be used solely for the MOU Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Programming Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
- c. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.
- 6. <u>COMPLIANCE</u>. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration as well as all other applicable laws.
- 7. <u>LIABILITIES</u>. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or clients (if applicable), howsoever caused, to the extent allowed by their respective state laws.
- 8. <u>INSURANCE.</u> All parties agree to maintain Worker's Compensation and General Liability insurance for the duration of this Memorandum of Understanding and provide each other with certificates of insurance as proof prior to the initiation of activities.

- 9. <u>COMPLIANCE TO POLICIES</u>. All parties to this Memorandum of Understanding agree to abide by the safety and security when providing services at or visiting a collaborator's place of business. Applicable policies will be communicated to each party by the respective collaborators prior to the delivery of services or commencement of visitations.
- 10. <u>INTELLECTUAL PROPERTY</u>. All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.
- 11. <u>DATA MANAGEMENT SHARING</u>. Pertinent data will be collected as specified in the roles and responsibilities section. This information will be shared between both parties at the following intervals: on a weekly basis.
- 12. <u>BRAND AND LOGOS.</u> All parties agree not to use each other's company brand or logo as part of a marketing campaign or included on any public facing media without the written consent and agreement of all parties involved.
- 13. <u>NON-BINDING MEMORANDUM OF UNDERSTANDING.</u> The Parties enter into this Memorandum of Understanding while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this Memorandum of Understanding shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this Memorandum of Understanding is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.
- 14. <u>COMMENCEMENT/EXPIRATION DATE</u>. This agreement is executed as of the date of last signature and is effective through August 31, 2023 at which time it will expire unless extended by both parties in writing.

15. <u>SIGNATURES</u>: We, the undersigned, confirm that we are ready, willing and able to participate in this Memorandum of Understanding. We have read and agreed to the above terms.

Date _____

Date _____

Lauren Solidum President/CEO

CCNEK Representative Signature

Johnson County Library Representative Signature

Memorandum of Understanding (MOU) between the Johnson County Library and Overland Park Parks and Recreation

This MOU is intended to document the relationship between the Johnson County Library and Overland Park Parks and Recreation(hereinafter referred to as "OPPR") regarding Walk and Read events (W&R).

Walk and Read events January 1, 2023- December 31, 2023

Event Space:

• OPPR will provide walking trails where Walk and Read (W&R) events will take place.

Event Responsibilities:

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

Communication:

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

Johnson County Park and Recreation District

Johnson County Library

By: _____ Title:

By: _____

County Librarian

MEMORANDUM OF AGREEMENT

TIDS MEMORADUM OF AGREEMENT ("MOA"), made in Olathe, Johnson County, Kansas, and entered into this 1st day of January 2023 (the "Effective Date"), by and between the Johnson County, Kansas Department of Corrections (hereinafter "Corrections"), and the Johnson County Library, with offices located at 9875 W 87th Street, Overland Park, KS 66212 (hereinafter "Provider"), each hereinafter "Party", or collectively "Parties".

WITNESSETH:

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

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

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

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

ARTICLE I Purpose

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

ARTICLE II Nature and Scope of Services

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

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

ARTICLE III Term

3.1 *Term.* The term of this MOA shall commence with the Effective Date hereof and shall remain in full force and effect until December 31, 2023, or until terminated by either Party pursuant to the terms herein. This MOA may be terminated, for any reason, by either Party upon thirty (30) days prior written notice to the other Party.

<u>ARTICLE IV</u> Coordination of Services Provided

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

ARTICLEV Liability

5.1 *Liability*. Each Party to this MOA will be responsible for the negligent acts or omissions

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

ARTICLE VI Assignment and Subcontracting

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

obligations under the terms of this MOA.

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

ARTICLE VII Agreement Status

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

ARTICLE VIII Amendment

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

ARTICLE IX Notices

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

Corrections:	Johnson County Department of Corrections 588 E. Santa Fe, Suite 3000 Olathe, KS 66061
Provider:	Johnson County Library 9875 W 87th Street Overland Park, KS 66212

ARTICLEX Waiver of Breach

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

ARTICLE XI Governing Law; Venue

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

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

ARTICLE XII

General Provisions

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

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

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

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

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

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

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

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

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

<u>ARTICLE XIII</u> Severability

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

<u>ARTICLE XIV</u> Entire Agreement

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

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

Provider

Corrections

By: Rauth. Sure-J.

Printed Name Robert L. Sullivan, Jr.

Title Director

By:

Printed Name

Title

EXHIBIT A

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

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

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

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

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

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

Collection Procedure

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

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

Purpose:

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

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

Agency Roles and Responsibilities

Johnson County Library willas COVID practices and staffing allows:

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

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

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

Duration of Understanding:

The duration of this Understanding is from January 1, 20232022 to December 31, 20232022.

Cancellation and Termination:

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

Signatures:

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

Jamie Fink, Coordinator, De Soto Parents As Teachers

Date

T. Sean CasserleyPatricia Suellentrop, Johnson County Librarian

Date

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will:

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

De Soto Parents As Teachers will:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2023 to December 31, 2023.

Cancellation and Termination:

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

Signatures:

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

Jamie Fink, Coordinator, De Soto Parents As Teachers

Date

Patricia Suellentrop, Johnson County Librarian

Date

2023 Memorandum of Understanding – Johnson County Library & Johnson County Election Office

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the partnership between Johnson County Library (JCL) and the Johnson County Election Office (JCE).

Responsibilities of Johnson County Library

Communication

- The Civic Engagement Librarian will serve as the primary contact for Johnson County Library to the Johnson County Election Office.
- JCL will print all voting related materials for free including, but not limited to voter registration forms, advance voting applications, candidate research.
- JCL will consult the needs of JCE when planning future buildings, however accommodation cannot be guaranteed.

Meeting Room Space for Polling Places and Training

- JCL will provide space in the meeting rooms in support of Elections. Polling Locations at JCL may be added depending on availability, upon written request by JCE to the Civic Engagement Librarian.
- JCL will receive and store voting machines from JCE prior to Advanced Voting and Election Day and until pickup by JCE following election day.
- Johnson County Library will provide rooms for training, if needed, for the training of elections workers in any available conference or meeting room upon written request by JCE.
- JCL will only provide access to restrooms prior to buildings opening.

Ballot Drop Boxes

- Johnson County Library will continue to provide space outside of the following branches for ballot drop boxes:
 - o Blue Valley
 - Central Resource
 - o De Soto
 - o Gardner
 - o Shawnee
 - o Spring Hill
- Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers.

- JCL will provide security cameras aimed at the drop boxes and access to security footage to Sheriff.
 - Written requests for security footage may be made to JCL via the Physical Security Specialist and Civic Engagement Librarian.

Responsibilities of Johnson County Election Office

Communication

- The Election Manager Polling Places and Logistics will serve as the primary contact(s) for the Johnson County Election Office to the Johnson County Library.
- JCE will send reminders via mail to JCL Branch Managers at polling locations.
- JCE will provide digital copies of any relevant flyers to JCL prior to an election.

Polling Places & Training Spaces

• In the event of a special election JCE may request Library meeting rooms to serve as polling places depending on availability, upon written request to the Civic Engagement Librarian.

Ballot Drop Boxes

- JCE will open and close ballot drop boxes at the beginning and end of advance voting.
- JCE will collect ballots daily.
- Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers during the off season.
- Ballot drop boxes will be maintained by JCE via County Facilities.

Tricia Suellentrop County Librarian Frederick L. Sherman Election Commissioner

Signature

Johnson County Library

Johnson County Election Office

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

Purpose:

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

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

Agency Roles and Responsibilities

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

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

Growing Futures Early Education Center willas COVID practices and staffing allows:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 20222023 to December 31, 20222023.

Cancellation and Termination:

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

Signatures:

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

T. Sean CasserleyPatricia Suellentrop, Johnson County Librarian

Date

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

Purpose:

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

Agency Roles and Responsibilities

Johnson County Library will:

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

Growing Futures Early Education Center will:

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

Duration of Understanding:

The duration of this Understanding is from January 1, 2023 to December 31, 2023.

Cancellation and Termination:

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

Signatures:

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

Larry Lewis, Executive Director, Growing Futures

Date

Patricia Suellentrop, Johnson County Librarian

Date

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

This MOU is intended to document the relationship between the Johnson County Library System and InterUrban ArtHouse. This MOU is contingent upon normal operations for both organizations.

InterUrban ArtHouse Gallery at Leawood Pioneer Library January 2023 – December 2023

Exhibition Space:

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

Exhibitions:

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

Communication:

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

Program/Training:

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

Angi Hejduk, Chief Executive Officer

Tricia Suellentrop, County Librarian

InterUrban ArtHouse Representative

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 guarter.

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.

ν. Acceptance

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

Shannon Porter DTI-AIMS Manager

11/14/2022 Date

Tricia Suellentrop County Librarian

Date

Johnson County Library Data/Analytics

Memorandum of Understanding ("MOU")

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

I. General Terms and Conditions

a. Hours and rates

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

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

b. Length of Agreement

This MOU will be in effect for a term of one year, beginning in January of 2023 and reevaluated for renewal in December of 2023.

c. Billing and Review Terms

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

II. Roles and Responsibilities

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

III. Termination/Modification

This agreement will remain in effect for a term of 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.

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. <u>OPERATIONS</u>

1.0 <u>Office space</u>. 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 <u>Computer usage; office equipment; Foundation website</u>. 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 <u>Assistance in financial reporting and maintenance of fundraising records</u>. 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 <u>Marketing and volunteer activities</u>. The Library marketing staff and volunteer coordinator will assist the Foundation with marketing and volunteer support, as needed.

5.0 <u>Personnel</u>. 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 <u>Charges to Foundation</u>. 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 <u>Foundation Board of Directors</u>. 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 <u>Compliance with legal and regulatory requirements</u>. 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 <u>Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library</u>. 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 <u>Library's statutory obligations with respect to gifts made to the Library</u>. 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 <u>Restricted gifts made to the Library</u>. 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 <u>Restricted gifts</u>. 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 <u>Management of funds for benefit of Library</u>. 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 <u>Grant requests</u>. 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 <u>Annual disbursement to the Library</u>. 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 <u>Gifts from Friends of the Johnson County Library</u>. 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 <u>Reimbursement of Executive Director Salary to the Library</u>. The JCL Foundation agrees to reimburse the Library 75% of the salary of the Executive Director annually.

IV. <u>OPERATIONAL AND PROCEDURAL PROVISIONS PERTAINING TO</u> <u>LIBRARY NAMING AND SPONSORSHIP OPPORTUNITIES</u>

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. <u>MISCELLANEOUS PROVISIONS</u>

17.0 <u>Annual review and amendment of Agreement</u>. 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 <u>Termination of Agreement</u>. 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 <u>Governing law</u>. 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, Chair

By: _

Leigh Anne Neal, President

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

This MOU is intended to document the relationship between the Johnson County Library System and the Kansas City Artists Coalition. This MOU is contingent upon normal operations for both organizations.

Kansas City Artists Coalition Galleries at Oak Park Library and Blue Valley Library January 2023 – December 2023

Exhibition Space:

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

Exhibitions:

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

Communication:

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

Program/Training:

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

Marissa Starke, Executive Director

Tricia Suellentrop, County Librarian

Kansas City Artists Coalition Representative

County Librarian

JOHNSON COUNTY Library

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 8, 2022
Re: Annual renewal of agreement for legal services with Logan Logan & Watson, L.C.

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

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

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

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

Attachment(s): Renewal agreement for 2023

LOGAN LOGAN & WATSON, L.C.

ATTORNEYS AT LAW CORINTH OFFICE BUILDING 8340 MISSION ROAD, SUITE 106 PRAIRIE VILLAGE, KANSAS 66206 TELEPHONE (913) 381-1121 TELEFAX (913) 381-6546 www.loganlaw.com

FRED J. LOGAN, JR. SCOTT K. LOGAN M. BRADLEY WATSON JEFF K. BROWN CHRISTOPHER H. LOGAN DAVID M. TYRRELL ANDREW V. LOGAN JOHN F. LOGAN

ALL ATTORNEYS ADMITTED IN KANSAS AND MISSOURI

AGREEMENT FOR LEGAL SERVICES FOR 2023 JOHNSON COUNTY LIBRARY

This letter agreement approved on the 8th day of December, 2022, evidences the agreement by the Board of Directors of the Johnson County Library (JCL) with Logan Logan & Watson, L.C. for legal services to be rendered by Fred Logan and Andrew Logan as co-counsel (Counsel), on projects approved by the Board of Directors or JCL management, during 2023. This agreement is for legal services to be rendered beginning January 1, 2023 and through the period ending December 31, 2023.

Legal services shall be rendered at the direction of the Board of Directors and JCL management. Fred Logan's and Andrew Logan's services shall be compensated at an hourly rate of \$210.00. Other firm attorneys may be utilized for specific services upon the approval of JCL, in which event the services will be compensated at an hourly rate not to exceed \$210.00. There shall be no ancillary charges, except for delivery costs actually incurred and for extraordinary numbers of copies. A detailed billing for services will be submitted to JCL each month.

There will be no billing for attendance by Counsel at Board meetings.

This agreement may be terminated at any time by either party through reasonable written notice so as to allow JCL to obtain replacement counsel.

Fred J. Logan, Jr./Andrew V. Logan Counsel for Board of Directors of the Johnson County Library and JCL

David Sims Chair, Board of Directors of the Johnson County Library JOHNSON COUNTY

Library

Briefing Sheet

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 8, 2022

Re: Bibliotheca Service and Maintenance/Extended Warranty

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

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

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

Analysis: Bibliotheca furnishes support by technical professionals and replacement parts to maintain materials handling equipment in proper operating condition. Bibliotheca also provides software updates to ensure continued security and smooth operation of all systems. There is no increase (in percentage) over last year's cost for this maintenance and support.

Breakdown of equipment at each location supported by Bibliotheca:

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



Library

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

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

Legal review: The 2023 renewal agreement has been reviewed and certified by legal counsel.

Attachment(s): 2023 renewal contract with Bibliotheca

Service & Maintenance/Extended Warranty Quote

Bill To		Ship To	
Johnson County Library (KS)		Johnson County Library (KS)	
9875 W 87th St.		9875 W 87th St.	
Overland Park KS 66212		Overland Park KS 66212	
United States		United States	
Quote	QUO-US08170	Date	10/13/2022

Customer:	C0000226-US	Payment Terms:	Net 30 Days
Quote Expiration:	01/11/2023	Contract Number:	US146901-Z3D2

Term:

02/01/2023 - 01/31/2024

Item	Quantity	Net Price	Net Extended
8405 Selfcheck 9410274 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410267 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1205022 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
libraryConnect Annual Subscription (35 Devices) Subscription Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	2,495.00	2,495.00
2850 FX AMH Sortation 28500143 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	1,135.58	1,135.58
RFID STF WKSTN P1205023 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	199.00	199.00
8405 Selfcheck 9410084 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	999.00	999.00
9410F selfCheck 9410270 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	999.00	999.00

Item	Quantity	Net Price	Net Extended
2855 FX AMH Controller 28550070 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	2,381.40	2,381.40
9102DM RFID Detection System 91200565 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
8405 Selfcheck 9410083 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410263 Johnson County Library - KS - Antioch February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410269 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	999.00	999.00
9102DM RFID Detection System 91200519 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
8405 Selfcheck 9410089 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410088 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410085 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410272 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	999.00	999.00
2850 FX AMH Sortation 28500141 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	1,135.58	1,135.58
8405 Selfcheck 9410271 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	999.00	999.00

February 01, 2023 - January 31, 2024

Item	Quantity	Net Price	Net Extended
8405 Selfcheck 9410265 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410260 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1204980 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	199.00	199.00
8405 Selfcheck 9410258 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 84050008 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 84050007 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1205024 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	199.00	199.00
8405 Selfcheck 9410266 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410264 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1205029 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	199.00	199.00
8405 Selfcheck 9410262 Johnson County Library - KS - Antioch February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 9410261 Johnson County Library - KS - Antioch February 01, 2023 - Japuary 31, 2024	1	999.00	999.00

February 01, 2023 - January 31, 2024

Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1204985 Johnson County Library - KS - Antioch February 01, 2023 - January 31, 2024	1	199.00	199.00
8405 Selfcheck 9410257 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 84050006 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	999.00	999.00
8405 Selfcheck 84050005 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	999.00	999.00
bibliotheca RFID workstation™ USB 210R004175 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1205030 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	199.00	199.00
8422 Selfcheck 84220494 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	1,499.00	1,499.00
9102DM RFID Detection System 91200509 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
RFID STF WKSTN P1205026 Johnson County Library - KS - Desoto Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1205019 Johnson County Library - KS - Edgerton Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1205309 Johnson County Library - KS - Spring Hill Library February 01, 2023 - January 31, 2024	1	199.00	199.00
2820 AMH Induction 28200078 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	4,304.16	4,304.16

Item	Quantity	Net Price	Net Extended
2820 AMH Induction 28200077 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	4,304.16	4,304.16
2830 AMH Induction 28300032 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	4,304.16	4,304.16
2850 FX AMH Sortation 28500142 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	1,135.58	1,135.58
8405 Selfcheck 9410090 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	999.00	999.00
2855 FX AMH Controller 28550052 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	2,381.40	2,381.40
2860 FX Conveyance 28600078L Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	852.23	852.23
2860 FX Conveyance 28600077R Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	852.23	852.23
2863 FX AMH Conveyance 28630027 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	852.23	852.23
2864 FX AMH Conveyance 28640011 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	852.23	852.23
RFID STF WKSTN P1205021 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	199.00	199.00
2860 FX Conveyance 28600117L Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	852.23	852.23
2860 FX Conveyance 28600112R Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	852.23	852.23

February 01, 2023 - January 31, 2024

Item	Quantity	Net Price	Net Extended
2863 FX AMH Conveyance 28630040 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	852.23	852.23
2820 AMH Induction 28200107 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	4,304.16	4,304.16
2820 AMH Induction 28200106 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	4,304.16	4,304.16
2830 AMH Induction 28300047 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	4,304.16	4,304.16
2850 FX AMH Sortation 28500195 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	1,135.58	1,135.58
2850 FX AMH Sortation 28500194 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	1,135.58	1,135.58
8405 Selfcheck 9410259 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1213985 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
9410F selfCheck 9410268 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1205027 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID CONV WKSTN 21007023 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID CONV WKSTN 21007028 Johnson County Library (KS)	1	199.00	199.00

Johnson County Library (KS) February 01, 2023 - January 31, 2024

Item	Quantity	Net Price	Net Extended
RFID CONV WKSTN 21007003 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
8405 Selfcheck 9410275 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	999.00	999.00
RFID STF WKSTN P1205015 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1205013 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204989 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204977 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204556 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1207734 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1203835 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204222 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200257 Johnson County Library (KS) February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
9102DM RFID Detection System 91200564 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00

February 01, 2023 - January 31, 2024

Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1205014 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1204063 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204973 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200351 Johnson County Library - KS - Blue Valley Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
8422 Selfcheck 84220497 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	1,499.00	1,499.00
895 P1205005 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1205007 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1211791 Johnson County Library - KS - Gardner Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204976 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204974 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	199.00	199.00
9101DM RFID Detection System 91100556 Johnson County Library - KS - Corinth Library February 01, 2023 - January 31, 2024	1	1,499.00	1,499.00
RFID STF WKSTN P1205018 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	199.00	199.00

Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1204988 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1206272 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200647 Johnson County Library - KS - Cedar Roe Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
RFID STF WKSTN P1205020 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	199.00	199.00
895 P1204998 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204978 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200567 Johnson County Library - KS - Leawood Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
8422 Selfcheck 84220778 Johnson County Library - KS - Desoto Library February 01, 2023 - January 31, 2024	1	1,499.00	1,499.00
RFID STF WKSTN P1205016 Johnson County Library - KS - Desoto Library February 01, 2023 - January 31, 2024	1	199.00	199.00
8422 84220423 Johnson County Library - KS - Edgerton Library February 01, 2023 - January 31, 2024	1	1,499.00	1,499.00
8422 Selfcheck 84220779 Johnson County Library - KS - Spring Hill Library February 01, 2023 - January 31, 2024	1	1,499.00	1,499.00
RFID STF WKSTN P1205308 Johnson County Library - KS - Spring Hill Library February 01, 2023 - January 31, 2024	1	199.00	199.00

February 01, 2023 - January 31, 2024

Item	Quantity	Net Price	Net Extended
RFID STF WKSTN P1205025 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204982 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200631 Johnson County Library - KS - Shawnee Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
RFID STF WKSTN P1204984 Johnson County Library - KS - Antioch February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1204979 Johnson County Library - KS - Antioch February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200258 Johnson County Library - KS - Antioch February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
RFID STF WKSTN P1205028 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	199.00	199.00
RFID STF WKSTN P1205017 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	199.00	199.00
9102DM RFID Detection System 91200520 Johnson County Library - KS - Oak Park Library February 01, 2023 - January 31, 2024	1	1,949.00	1,949.00
	Tot	al:	112,484.27
	Cur	rency:	US Dollar

Terms and Conditions

WHAT WE WILL DO:

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

• On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.

• All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

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

· All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order

· Bibliotheca Software updates

· Internet Filter list updates (as applicable)

• A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

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

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

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

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

Accepted By: ____

Accepted Date:

Customer Purchase Order Number: ____

JOHNSON COUNTY LIBRARY GIFT FUND TREASURER'S REPORT

Period: OCT-2022

		Receipts	Payments	Balance
Opening ca	Opening cash balance			\$204,457.87
	Add Receipts	\$196.74		
	Less Payments		\$0.00	
Ending Cas	Ending Cash balance			\$204,654.61
	Less Liabilities		\$1,541.19	
Unobligated cash balance				\$203,113.42

APPROVED:_____

DATE:_____



Briefing Sheet

To:Johnson County Library Board of DirectorsFrom:Lacie GriffinDate:December 9th, 2022RE:Collection Development Policy Updates

Issue: Library staff has reviewed the Collection Development Policy. We are proposing no changes and would like to renew the policy at the January 2023 Library Board Meeting as is.

Background:

Every other year collection development staff review the Collection Development Policy for collection updates or changes to ensure that the policies still meet the needs of the Library. This year we worked through this process and found that no updates need to be made to the policy.

Policy can be reviewed through this link: 2021 Collection Development Policy.pdf (jocolibrary.org)

Alternatives: Discuss or ask for changes.

Legal Review: Counsel has reviewed the Collection Development Policy

Budget Approval: There is no budget impact.

Recommendation: This is being presented for information only at this time. Voting is anticipated to occur at the January 2023 meeting.

Recommended Motion: None is required at this time.



Briefing Sheet

To: Johnson County Library Board of Directors
 From: Tricia Suellentrop, County Librarian
 Date: December 8, 2022
 Re: Interlocal Agreement pursuant to K.S.A. 12-2908 for contracting library services between the Johnson County Library and the City of Olathe

Issue: Johnson County Library seeks approval of replacing the original Interlocal Agreement from 1989 which details expectations in our relationship and compensation arrangements, updates language to match current technology, and adds a governance committee consisting of leadership from both organizations for operational oversight.

Suggested Motion: For information only, none required at this time.

Background: The Johnson County Library Board of Directors annually reviews and approves the Interlocal agreement or an addendum between Johnson County Library and Olathe Public Library, now with the City of Olathe. The Johnson County Library and Olathe Public Library entered into a Memorandum of Understanding (also called "Interlocal Agreement") in 1989 to establish terms for the provision of automated circulation, patron and bibliographic services by JCL to OPL. Since 1989, this agreement has been automatically renewed by adoption of an addendum which has been regularly updated to describe current relationship and terms. For 2022, the libraries have agreed that we would review and update the original 1989 agreement to reflect our current relationship. We intend to bring this to the Library Board for 2023.

Analysis: The purpose of this Agreement is to enhance library service in the Johnson County Library district and the City by maintaining a shared integrated library system; providing a courier service, providing shared access to electronic resources; and coordinating library services that are efficient, convenient, and effective for all JCL and City library patrons. The term of this Agreement shall be three (3) years from the date upon which it is approved and executed by both Parties. This Agreement shall be administered by a Joint Governance Committee (JGC). The members of the JGC shall be employees of JCL and OPL and shall be appointed by JCL and the OPL respectively. The Parties agree the cost-sharing formula is initially set at Twenty-Three and Three-Tenths Percent (23.3%). Upon approval by both parties of the new Interlocal Agreement all previous forms shall be deemed terminated.

Alternatives: No alternatives to recommend at this time

Recommendation: This is bring presented for information only at this time. Voting is anticipated to occur at the January 2023 meeting.

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

INTERLOCAL AGREEMENT PURSUANT TO K.S.A. 12-2908 FOR CONTRACTING LIBRARY SERVICES BETWEEN THE JOHNSON COUNTY LIBRARY AND THE CITY OF OLATHE

This Interlocal Agreement for Contracting Library Services Between the Johnson County Library and the City of Olathe ("Agreement") is made this ______ day of ______, 2022, by and between the Board of Directors of the Johnson County Library ("JCL") and the City of Olathe ("the City") (each individually a "Party" and collectively the "Parties"). The Johnson County Library and the Olathe Public Library operated by the City are sometimes referred to herein as "library systems."

RECITALS

A. On May 17, 1989, JCL and the Olathe Public Library entered into an "Interlocal Cooperation Agreement Between the Board of Directors of the Johnson County Library and the Board of Directors of the Olathe Public Library for Automated Circulation, Patron, and Bibliographic Services" (the "1989 Agreement"). JCL and the Olathe Public Library and the Olathe Public Library's successor, the City, subsequently renewed that 1989 Agreement, as periodically amended and supplemented, on an annual basis. The Parties most recently renewed the 1989 Agreement, as amended and supplemented, on January 13, 2022, for the period of that date through December 31, 2022.

B. JCL has the authority pursuant to K.S.A. 12-1223, et seq., to enter into contracts to provide library services. JCL is entering into this Agreement pursuant to the authority set forth in those statutes.

C. Pursuant to the Olathe Municipal Code ("OMC"), Section 2.36.020, the Olathe Public Library ("OPL") is maintained by the City. Pursuant to OMC Section 2.36.040, the City Manager is responsible for the fiscal and internal administrative operations of OPL in conformance with the City's policies and procedures for budget administration. The City has the authority pursuant to the OMC to enter into contracts to provide library services. The City is entering into this Agreement pursuant to the authority set forth in the OMC.

D. Pursuant to K.S.A. 12-2908, any political subdivision of the state or instrumentality thereof, including but not limited to cities and bodies politic possessing the powers of public corporations, may contract with each other to perform any governmental service, activity, or undertaking which said contracting municipality is authorized by law to perform. Both JCL and the City are authorized to provide library services, and further authorized pursuant to K.S.A. 12-2908 and JCL further authorized pursuant to K.S.A. 12-1223 to enter into this Agreement.

E. The purpose of this Agreement is to enhance library service in the Johnson County Library district and the City, and in other library districts that may in the future agree to provide service under the terms of this Agreement, by maintaining a shared integrated library system; providing a courier service to move requested library materials quickly from one library system to another; providing shared access to electronic resources; and coordinating library services that are efficient, convenient, and effective for all JCL and City library patrons.

AGREEMENT

1.0 <u>Incorporation of Recitals in this Agreement</u>. The Recitals set forth above are incorporated by reference in this Agreement section of the Agreement.

2.0 <u>Agreement effective upon approval and execution by JCL and the City; 1989</u> <u>Agreement terminated upon approval and execution of the Agreement</u>. The Parties agree that upon the formal approval and execution of this Agreement by JCL and the City:

a. This Agreement shall be immediately effective; and

b. The 1989 Agreement, as amended, shall be deemed terminated.

3.0 <u>Governance of Agreement once made effective</u>. The Parties agree that once made effective this Agreement shall be governed as follows:

a. <u>Term of Agreement</u>. The term of this Agreement shall be three (3) years from the date upon which it is approved and executed by both Parties.

b. <u>Administration of Agreement by Joint Governance Committee</u>. This Agreement shall be administered by a Joint Governance Committee (JGC). The members of the JGC shall be employees of JCL and OPL and shall be appointed by JCL and the OPL respectively.

c. <u>Additional Actions and Agreements</u>. The Parties acknowledge and agree that administration of this Agreement is a long-term, significant undertaking by both JCL and the City. The Parties acknowledge and agree that from time-to-time matters will arise that will require the timely cooperation and joint effort of the Parties to accomplish. To ensure that library services are not unnecessarily delayed, the Parties agree that by entering into this Agreement their chief officials (Chair of the Board of Directors of the Johnson County Library and Olathe Mayor) and their respective executive managing officers (JCL County Librarian and Olathe City Manager) have the continuing authority, without further formal action by their respective governing bodies, except as otherwise provided by applicable law, to take all necessary and appropriate action, including entering into and signing, contracts and agreements with each other and third parties, in the furtherance of this Agreement. Additional actions include, but are not limited to, adoption of a service level agreement, as further described below.

d. <u>Adoption of Service Level Agreement to implement administration of this</u> <u>Agreement by JGC</u>. The Parties agree to adopt, simultaneously with the approval of this Agreement, a Service Level Agreement (SLA) that will be administered by the JGC and that will set forth the terms pursuant to which specific library services and responsibilities shall be shared by the Parties.

e. <u>Cost-Sharing Formula</u>. The Parties agree to utilize a cost-sharing formula percentage, which is calculated using the United States Census Bureau population estimates statistics of resident population for the City and Johnson County, Kansas, based upon the latest data available, as may be adjusted on an annual basis by an additional action agreement of the JGC pursuant to Section 3.c. The formula percentage will be rounded to the nearest one-tenth of a percent. For

Interlocal Agreement for Contracting Library Services City of Olathe and Johnson County Library

example, the cost-sharing formula will operate as follows: if the City's resident population is 143,014 and the Johnson County, Kansas, resident population is 613,219, which is a proportion of 23.32%, then the cost-sharing percentage would be rounded to 23.3%. The Parties agree the cost-sharing formula is initially set at Twenty-Three and Three-Tenths Percent (23.3%). The Parties will set forth administration of the cost-sharing in the SLA.

f. <u>JCL to serve as primary contact for vendors</u>. JCL and OPL agree that JCL shall serve as the primary contact for all vendors shared by them pursuant to written agreements with those vendors.

g. <u>Agreement to work cooperatively</u>. JCL and OPL agree that they will work cooperatively and at all times do the following:

- i. Abide by the decisions made by the JGC.
- ii. Maintain Internet connectivity, hardware, and staffing needed to meet their obligations under this Agreement and the SLA.
- iii. Communicate with one another concerning issues and questions that could impact their performance under the terms of the Agreement and the SLA.
- iv. Ensure that staff at their respective library systems participate in training and committee meetings.
- v. Maintain shared integrated library systems that ensure that those systems' holdings and user records meet standards set in the SLA.

4.0 <u>Responsibilities of the Joint Governance Committee</u>. The JGC has the following responsibilities:

a. To direct the affairs of the Parties under this Agreement and any additional agreements and to discuss all policy issues that arise under said agreements.

b. Appoint and oversee the work of committees, task forces, and work groups implementing and administering this Agreement.

c. Review applications by other library systems to become Parties to this Agreement and any additional agreements and shall make recommendations on such applications to JCL and OPL.

d. Identify new services to be offered by member library systems and forward recommendations to JCL and OPL for approval.

e. Annually review the Agreement and any additional agreements and make recommendations on any suggested changes.

f. Establish a system to communicate on issues and challenges that impact the Parties' library systems.

Interlocal Agreement for Contracting Library Services City of Olathe and Johnson County Library

5.0 <u>Confidentiality of JCL and OPL patron records</u>. JCL and OPL both have regulations or policies in place that protect the confidentiality of their respective patrons' library records. JCL and OPL mutually and reciprocally agree to maintain the confidentiality of their respective patrons' library records and, subject to all applicable laws, to make no disclosure of the other library system's confidential library patron records. JCL and OPL further agree as follows:

a. JCL and OPL agree that their respective library systems will not retain the charge records for the other library system's patrons beyond their use for circulation and control purposes.

b. Current patron charge records will not be made public except pursuant to a valid order or subpoena authorized under federal, state, or local law.

c. All inquiries regarding access to patron charge records shall be referred to the respective Party's executive managing officer (JCL County Librarian and Olathe Library System Officers), depending on whether JCL or OPL records are involved, and no records may be made public without the executive managing officer's express approval.

6.0 <u>Termination of Agreement and additional agreements</u>. JCL and the City agree that this Agreement and additional agreements may be terminated by either party by giving written notice of termination to the other party at least six months prior to the date upon which termination is to be effective.

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

CITY OF OLATHE, KANSAS

John W. Bacon, Mayor

ATTEST

Brenda D. Long, City Clerk

APPROVED AS TO FORM:

Ronald R. Shaver, City Attorney

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

BY: ______ David Sims Chair

APPROVED AS TO FORM:

Fred J. Logan, Jr. Andrew V. Logan

Counsel to the Board of Directors of the Johnson County Library



Briefing Sheet

To:	Johnson County Library Board of Directors
From:	Tricia Suellentrop
Date:	December 8, 2022
RE:	Memorandum of Understanding with Friends of Johnson County Library

Issue: Formalize 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.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Friends of Johnson County Library Memorandum of Understanding for the year 2023.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY

AND

THE FRIENDS OF JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into _______, 202<u>31</u> and will automatically terminate, unless extended by written consent of both parties, on ______, 202<u>53</u> 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, 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 solicitsencourages participation from individuals, families, corporations and other organizations;
- 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, <u>sold been selling</u> surplus Library materials in <u>book sales</u>, <u>bookstores</u>, and through online <u>salesa variety of settings</u> 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;
 - Sell or otherwise dispose of donated and surplus Library materials through book sales, bookstores, 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) Provide for and oversee all operations related to its obligations under this Agreement including:
 - (1) employing any necessary staff to handle operations, manage stores, sort books, oversee book sales, and provide for sorting and storage facilities;
 - (2) Friends shall purchase, license, install and maintain their own staff computers, systems, and accessories for <u>point-of-sale or book sale bookstore</u>-service points including (but not limited to) desktops, laptops, iPads, <u>cell phones</u>, and credit card processing devices;
 - (3) Friends locations outside of the Library, Friends will fund and support their own network, Internet connections and electrical;
 - (4) <u>The Library provides building access keycards with appropriate access levels for Friends staff.</u> Library keycards issued to Friends staff will be managed by Friends following Library keycard policies;
 - v) Provide for transport of donated materials to a Friends' facility;

- vi) Designate a liaison to attend Library Board meetings and otherwise regularly report to the Library about Friends activities and progress;
- vii) 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) Invite the County Librarian or his or her designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
- ix) Provide to staff of the Library, upon request and as available, selections of donated materials to support Library programs and activities;
- 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) 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; and
- <u>xii)</u> Train Friends' staff and volunteers to safely and properly operate and maintain any FFE fixtures, furniture, and eqiupment 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)xiii) 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 <u>will may</u> be made quarterly, or as otherwiseon 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. In the event, Friends is unable to pay the full amount, Friends will pay an amount in excess of its operational expenses and reserves, and as agreed upon with the County Librarian. Surplus Library materials will then be the property of Friends; 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 <u>appropriate</u> 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 a liaison 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 other appropriate venues and communication channels;
 - vi)viii) Provide a staff liaison to Friends to support the Friends' Board with administrative duties;
 - vii)ix) Coordinate and support shared messaging in physical and digital channels;
 - viii)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) Information Technology (IT) hardware and support; Automated materials handling systems, Friends website.
- (2) For Friends bookstores at Library buildings, the Library provides access to the Library's public network, electrical and VoIP desktop phones as needed.;
- (3)(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;
- (4)(2) The Library will provide <u>occasional and appropriate</u> advice for the Friends website, excluding major upgrades, redesigns or eCommerce functions. <u>These-Such</u> 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.
- (5)(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.
- (6)(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.
- ix)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

Ву: _____

By:

Jeanie Botkin, President	— <u>Chris Meier, President</u>		Amy Amos Ruo <u>David</u>
<u>Sims</u> , Chair			
Date:		Date:	
ATTEST:			
By: Chris MeierShanna Eiklenborg, Kilgore, Vice Chair	 Vice President	Ву:	Bethany GriffithKelly
Date:		Date:	

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY

AND

THE FRIENDS OF JOHNSON COUNTY LIBRARY

THIS AGREEMENT is made and entered into _______, 2023 and will automatically terminate, unless extended by written consent of both parties, on _______, 2025 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, 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;
- 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;
 - 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) 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 purchase, license, install and maintain 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 and support their own network, Internet connections and electrical;
 - (4) Library keycards issued to Friends staff will be managed by Friends following Library keycard policies;
 - v) Provide for transport of donated materials to a Friends' facility;
 - vi) Designate a liaison to attend Library Board meetings and otherwise regularly report to the Library about Friends activities and progress;

- vii) 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) Invite the County Librarian or his or her designee to regularly scheduled Friends' Board meetings and provide room on the agenda for a Library report;
- ix) Provide to staff of the Library, upon request and as available, selections of donated materials to support Library programs and activities;
- 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) 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) Train Friends' staff and volunteers to safely and properly operate and maintain any fixtures, furniture and equipment 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) 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:
 - 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 a liaison 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 other appropriate venues and communication channels;
 - viii) Provide a staff liaison to Friends to support the Friends' 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 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;

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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:

By: ______ Chris Meier, President

Date: _____

ATTEST:

David Sims, Chair

Date: _____

By: ______ Shanna Eiklenborg, Vice President

Date: _____

By:

Bethany Griffith, Vice Chair

Date: _____ Library

Briefing Sheet

To: Johnson County Library Board
From: Johnson County Library Foundation
Date: December 8, 2022
RE: Closure of Central Resource Library for Library Lets Loose; September 23, 2023

Issue: Consider closing the Central Resource Library on Saturday, September 23, 2023, for the purpose the annual Library Lets Loose fundraising event.

Background:

The Johnson County Library Foundation would like to hold its in person fundraiser, Library Lets Loose, at the Central Resource Library. In order to set-up and host the event, the Foundation would like to request permission to close the building to the public on Saturday, September 23, 2023. Communication will be provided to staff and patrons well in advance of this date to minimize disruption. Patrons will be rerouted to branches in close proximity to the Central Resource Library.

Alternatives: No alternative date or location has been developed.

Recommendation: We recommend the Library Board approve the closing of the Central Resource Library on September 23, 2023.

Suggested Motion: I move that the Library Board approve the closing of the Central Resource Library on September 23, 2023.



Briefing Sheet

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 8, 2022
Re: Policy review ARM 20-10-11: Holiday Closings

Issue: The JCL holiday policy did not include guidance related to the newly approved Juneteenth and Veteran's Day County holidays.

Suggested Motion: I move to approve the changes to ARM 20-10-11: Holiday Closings.

Background: With the addition of Juneteenth and Veteran's Day as County holidays, Johnson County Library needed to clarify in policy whether we would close on the Sunday prior to Juneteenth and Veteran's Day should either fall on a Monday. In our review, to preserve access, we recommend aligning align both Juneteenth and Veteran's Day practice with our Martin Luther King Jr. Day practice of not closing on the Sunday prior to these holidays.

Analysis: Remaining open on Sundays prior to Juneteenth and Veteran's Day when those days fall on a Monday preserves access for patrons on those Sundays.

Funding Overview: No additional funds are required for this decision.

Alternatives: Follow practice to close on Sunday's prior to these holidays.

Recommendation: Approve the motion as suggested

Purchasing Review: N/A

Budget Review: N/A

Legal Review: Complete



ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-11

SECTION: General Patron Services

SUBJECT: HOLIDAY CLOSINGS

SUMMARY		This document describes the policy of the Library Board in closing the library in observance of holidays.
Effective Date: Reviewed:		September 10, 2015 October 4, 2017 October 27, 2021
POLICY	Regulation Purpose	a. It is the policy of the Johnson County Library to adhere to the holiday schedule promulgated by the Board of County Commissioners. This regulation is necessary to cover holiday closings on the evenings and weekends not addressed by the BOCC.
	Closing on Adjacent Days	b. The JCL will close on Easter Sunday and on Sundays occurring the day before BOCC-designated holidays that apply to the JCL, with the exception of Martin Luther King Holiday, <u>Juneteenth Holiday</u> , and <u>Veteran's Day Holiday</u> . However, if a contiguous Monday and Tuesday are BOCC-designated holidays, the JCL will keep regular hours on the Sunday immediately before. If Independence Day, Christmas, or New Year's Day fall on Saturday or Sunday, the JCL will be closed on the day of the holiday and the day of any BOCC-designated observance that applies to the JCL.
	Early Closings	c. The JCL will close at 5:00 p.m. on July 3, December 24, and December 31, if the date falls on Monday, Tuesday, Wednesday, Thursday, or Friday. If July 3, December 24, or December 31 are designated holidays by the BOCC, the JCL will keep regular hours on July 2, December 23, and December 30.
	Thanksgiving Other Deviations	d. Thanksgiving Day and the Friday following are designated official County holidays. The library will close at 5:00 p.m. on the Wednesday preceding Thanksgiving and reopen on Saturday morning.
		e. These are the only deviations from the regular hours of operation as defined in ARM 20-10-10 Hours of Service that may occur regarding holidays, except that the County Librarian may authorize early closings on

the day before other BOCC-designated holidays that apply to the JCL.

October 27, 2021

ARM 20-10-11 End



Briefing Sheet

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 8, 2022
Re: Establishing Administrative Regulation for Disposal & Transfer of Library Real Property

Issue: Consider approving the proposed administrative regulation for the disposal and transfer of Library real property.

Suggested Motion: I move to approve the proposed administrative regulation for the disposal and transfer of Library real property.

Background: The Johnson County Library does not have recent experience in the disposal and transfer of real property. The last time the Library sold real property was over 22 years ago when the Library sold the original Blue Valley Library location after the new Blue Valley Library was opened in 2000. With the opening of the Lenexa City Center Library, which has left the former Lackman Library property vacant and the future Merriam Plaza Library leaving the current Antioch Library location vacant the Library will once again need to consider how to dispose and transfer these vacated real property locations.

Analysis: The proposed administrative regulation being presented attempts to establish a proper framework for how the Library can move forward with the future disposal and transfer of vacated Library real property. This regulation outlines the Library Boards role in the approval of the real property and the role the Johnson County Board of County Commissioners has in this process. This regulation also defines the role the Library Board has in establishing the public sale process for any real property that has marketable value along with acceptable methods for the conveyance of real property. The regulation outlines the role that the Library Board plays in accepting and rejecting possible bids along with the authorization given to the County Librarian in helping administer this policy.

Funding Overview: There is no defined costs associated with this administrative regulation but there are likely some costs associated with the disposal and transfer of vacated real property. These costs however should be more than offset by the proceeds that would be gained from the final sale of real property.

Alternatives: The Library Board could recommend modifications or changes to the proposed administrative regulation for the disposal and transfer of real property and a modified version of this could be brought for future consideration.

Recommendation: Approve the proposed administrative regulation for the disposal and transfer of Library real property.

Purchasing Review: N/A

Budget Review: N/A

Legal Review: This proposed administrative regulation was drafted by Library Board Counsel.

Disposal and Transfer of Library Real Property

SUMMARY	This document describes the Library Board's policy for the transfer and disposition of real property owned by the Library in the name of the "Board of Directors of the Johnson County Library."	
Effective Date:		
POLICY	a. Pursuant to K.S.A. 12-1223(b), the Library Board must approve the conveyance of real property, together with any improvements on the real property, owned by the Library, subject to the ratification of the Board of County Commissioners of Johnson County, Kansas, utilizing any method of sale permitted by law, which is considered to be efficient and economical under the circumstances and is beneficial to the Library, in accordance with the following guidelines.	
PUBLIC SALE	b. Unless otherwise expressly authorized by the Library Board, real property that has marketable value and is approved for disposal first shall be offered through a public sale process.	
CONDUCTING THE SALE	c. The sale of Library real property shall be conducted using any professionally acceptable method that is considered efficient and economical under the circumstances, and which may include but is not limited to live auction, negotiated sale, sealed bid, fixed price, negotiated bid, or any other method deemed beneficial to the Library or prescribed by statute. The Board reserves the right to reject any and all bids, for whatever reason, and to decline any offer for purchase or to refuse to complete any sale transaction when it is not in the best interests of the Library or the Johnson County Library taxing district taxpayers. If the Board rejects all bids or if no bids are received or if the sale is not completed for any reason, the Board may offer the property for sale at another sale or may proceed to sell or dispose of that surplus real property in a manner deemed prudent by the Board, including but not limited to private sale.	
	d. The County Librarian is authorized to take necessary action to administer this policy, according to applicable	

action to administer this policy, according to applicable legal requirements, and to consummate any sale transaction following Library Board approval.



Briefing Sheet

To:	Johnson County Library Board of Directors	
From:	Tricia Suellentrop	
Date:	December 8, 2022	
RE:	Memorandum of understanding with American Public Square	

Suggested Motion: I move that the Johnson County Library Board of Directors approves the memorandum of understanding between the Johnson County Library and American Public Square for the year 2023.

Issue: Increase partnered events from one event per year to two events per year.

Background: Johnson County Library and American Public Square entered a memorandum of understanding to partner on one hybrid event for the year 2022 – with over 300 in combined attendance. Prior to 2022 JCL and APS partnered on one event and discussed additional events prior to the Covid-19 pandemic.

Alternatives: Partner on one event for the 2023 calendar year or completely discontinue the partnership.

Legal Review: Reviewed by counsel.

Budget Approval: An additional \$2,500 commitment.

Recommendation: To approve the memorandum of understanding with American Public Square.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the American Public Square memorandum of understanding for the year 2023.

Memorandum of Understanding Between American Public Square at Jewell and Johnson County Library

Effective Date: January 1, 2023 – December 31, 2023

This Memorandum of Understanding (MOU) establishes a collaborative partnership between American Public Square at Jewell and Johnson County Library.

I. MISSION

American Public Square at Jewell ("APS"), with offices at 300 E. 39th Street, Kansas City, Missouri 64111, whose mission is to convene non-like-minded people to improve the tone and quality of civil discourse to find paths toward actionable common ground, and Johnson County Library (the "Library"), with its main offices at 9875 W 87th Street, Overland Park, Kansas 66212, whose mission is to provide access to ideas, information, experiences and materials that support and enrich people's lives, (individually, a "Party;" together, the "Parties") commit to a collaborative partnership

Together, the Parties enter into this MOU to mutually promote their organizations, their audiences, and the Greater Kansas City Metropolitan community.

II. PURPOSE AND SCOPE

As the Kansas City Metropolitan area is rich with a seeming unlimited number of media outlets, community organizations, academic institutions, government agencies, and others seeking to bring people together while bringing powerful change to our city, there is some downside as many of these entities are serving the same purpose and, with limited funds available to support all of these efforts, the overlap and duplication of effort is costing KC more than it can bear in the long run.

Together, APS and the Library are well-situated to and convene the community to address the issues of the day while simultaneously achieving each Party's individual objectives.

The beneficiaries of this effort include the Greater Kansas City Metropolitan community, regional funders, and prospective collaboration partners as, if successful, it will drive collaboration, more efficient use of funds, and more resources for the community.

Each Party is responsible for its own expenses related to this MOU. Unless specifically negotiated, there will not be an exchange of funds between the Parties for tasks associated with this MOU. As necessary, the Parties may jointly contribute to and/or seek funding for their collective efforts under this MOU.

III. RESPONSIBILITIES

Each party will appoint one representative to serve as the official contact person who will coordinate the activities necessary to carry out this MOU. The initial appointees are:

For APS: Alana Muller Community Development Director (913) 481-3566 Alana@AmericanPublicSquare.org For the Library: Ashley Fick Civic Engagement Librarian (913) 826-4407 ficka@jocolibrary.org

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APS will:

- List the Library on its website as a community partner. Listing will, at a minimum, include a logo and link to the Library's website.
- List the Library as a Program Sponsor for at least two jointly produced events during the year.
- As possible, promote events hosted by the Library through APS marketing channels which may include any or all of email newsletters, social media, and/or other media.
- Appoint a representative from the Library to serve on its Program Committee.

The Library will:

- Serve as a \$2,500 sponsor for each of two jointly produced events for a total sponsorship contribution of \$5,000 for the year.
- Contribute research and other related resources for APS Fact Sheets, as needed and relevant.
- As possible, promote events hosted by APS through the Library's marketing channels which may include any or all of email newsletters, social media, and/or other media.

Together, APS and the Library will, at a minimum:

- Jointly organize at least <u>one two</u> events that <u>is are</u> free and open to all on a topic of local, regional and/or national importance (note: gatherings may be virtual and/or in-person) which will be dedicated to uncovering and discussing multiple perspectives of those issues.
- Jointly promote the event(s) through their various marketing channels.
- •____Jointly fund the effort(s) and, as necessary, raise sponsorship dollars to cover expenses.

IV. TERMS OF UNDERSTANDING

The term of this MOU is for a period of one (1) year from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

V. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the Parties will strive to reach, to the best of their abilities, the above-stated objectives.

American Public Square at Jewell:

Johnson County Library:

Signature

Claire Bishop Executive Director, COO Signature

Tricia Suellentrop County Librarian

Date

Date

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Community Development Director	Civic Engagement Librarian
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Johnson County Library:

Signature

Claire Bishop Executive Director, COO Signature

Tricia Suellentrop County Librarian

Date

Date



Briefing Sheet

To:JCL Library BoardFrom:Tricia SuellentropDate:December 8, 2022RE:Memorandum of understanding with Johnson County Genealogical Society

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Johnson County Genealogical Society & Johnson County Library memorandum of understanding for the year 2023.

Issue: Adding specific programming support involving technology for hybrid programming and coffee making facilities to the established MOU.

Background: Johnson County Library has provided space for the monthly general meetings of the Johnson County Genealogical Society (JCGS) since the 1970s. During the height of the Covid-19 pandemic, JCGS moved to online monthly meetings. Upon returning to in person meetings, JCL aided JCGS in hosting hybrid programming to accommodate attendees who did not feel comfortable meeting in person. They average 50 – 100 in person attendees so JCL allows JCGS to use our industrial coffee making facilities for their meetings.

Alternatives: Discontinue support of hybrid programming and require all attendees to come in person. Require JCGS to buy a large coffee pot to store in their closet and utilize the kitchenette in Carmack.

Legal Review: Reviewed by counsel.

Budget Approval: No budget implications.

Recommendation: To approve the memorandum of understanding with the Johnson County Genealogical Society.

Suggested Motion: I move that the Johnson County Library Board of Directors approves the Johnson County Genealogical Society memorandum of understanding for the year 2023.

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY

THIS AGREEMENT is made and entered into for the year 2023 by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and the JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

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

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

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

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

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

1. Johnson County Genealogical Society shall:

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

II. If the Johnson County Library's budget and staffing levels are adequate, it shall:

a. Provide basic genealogy collection support including print reference and databases.

b. JCL Collection Development Manager shall manage the collection and it will be subject to the same analysis and system of priorities as are all other specialized collections of the Library. The Library's *Collection Development Policy* section on Genealogy (9.12) will be followed with respect to this collection:

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

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

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

JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC.		JOHNSON COUNTY LIBRARY		
By:	Darlene Jerome Darlene Jerome, President	By:	Patricia Suellentrop, County Librarian	
Date:	October 18, 2022	Date:		
By :	Sarah Martinson Sarah Martinson, Recording Secretary			
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Date:				