



**Board Report  
February 13, 2025**

**AGENDA**

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
REGULAR MEETING, FEBRUARY 13, 2025  
Central Resource Library  
Carmack Community Room  
9875 W 87th St Overland Park, KS 66212  
4:00 p.m.

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

If you have information or comments related to any item on our agenda that you would like to have presented to the Library Board, we encourage you to submit that information in writing. If you wish to submit information, please email comments or statements to [kangethep@jocolibrary.org](mailto:kangethep@jocolibrary.org) before noon on the Wednesday before the Thursday Library Board meeting. Comments received by noon will be shared with the entire Board and be made part of the record prior to the meeting.

- I. Call to Order
  - A. Pledge of Allegiance
- II. Citizen Comments
- III. Remarks
  - A. Members of the Johnson County Library Board of Directors
  - B. Board Chair, Kelly Kilgore
    - i. Welcome to Commissioner Liaison
    - ii. Appointment of the Nominating Committee
  - C. Development Department: Written reports presented by Shanta Dickerson, Executive Director of the Friends of the Johnson County Library.....4
  - D. Board of County Commissioners, Julie Brewer
- IV. Reports
  - A. Board Counsel – Andrew Logan and Fred Logan
    - 1. Review of Library Board authority pursuant to K.S.A. 12-1223 et seq.; Library Board is governing board of separate taxing district; pursuant to statute, Library follows certain designated County policies
  - B. County Librarian Report – Tricia Suellentrop, County Librarian
    - 1. Finances and Statistics
      - a) Financial Report, Dave Vratny, Finance Director.....6
        - i. Personnel Review Committee Review..... 11
        - ii. Purchase Threshold Review..... 12
        - iii. Budget Calendar Update.....13
      - b) Quarterly Statistics, Adam Wathen, Associate Director for Branch Services..... 14
        - i. Trends in Human Resources, Shala Bloomberg, Human Resources Senior Partner.20
        - ii. Trends in MakerSpace, Kate McNair, Maker Operation Manager.....30
    - 2. Comprehensive Library Master Plan – Scott Sime, Project and Events Manager, and Megan Clark, Project Coordinator
      - a) Spring Hill and De Soto, Megan Clark, Project Coordinator.....47
        - i. Schematic Design Presentation, bc Design Group.....37
      - b) Capital Projects: Timeline Summary, Scott Sime, Project and Events Manager.....52

c) Revised CLMP Timeline	
3. Updates – Tricia Suellentrop, County Librarian	
a) Strategic Plan Update for Trimester Three of 2024, Kinsley Riggs, Deputy County Librarian.....	56
b) State of the Cities, Tricia Suellentrop, County Librarian	
c) Buildings Update and Winter Weather, Tricia Suellentrop, County Librarian	
d) Antioch Property Sale Update, Tricia Suellentrop, County Librarian	
V. Consent Agenda	
A. Action Items:	
1. Minutes of the January 9, 2025, Regular Library Board meeting.....	66
2. 2025 renewals of Memoranda of Understanding (MOUs)	
a) Johnson County Community College Adult Education.....	73
B. Information Items	
1. Financial and Personnel	
a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for December 2024 were handled in accordance with library and County policy.	
b) The December 2024 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.....	76
VI. Old Business	
A. Action Item: 2026-2030 Capital Improvement Plan (CIP) Submission, Dave Vratny, Finance Director.....	77
B. Action Item: Consideration of changes to ARM 20-10-90 Fees, Michelle Beesley, IT Manager.....	92
C. Action Item: Consideration of OCLC Contract, Jennifer Mahnken, Associate Director for System Wide Services and Dave Vratny, Finance Director.....	94
VII. New Business	
A. Information Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Department of Health and Environment, Jared Harper, Regional Manager.....	129
B. Information Item: Consideration of Communication Term and Supply, Elissa Andre, Marketing & Communications Manager.....	132
VIII. Adjournment	



Monthly Report of the  
Friends of Johnson County Library  
and the Johnson County Library Foundation to the  
Board of Directors of the Johnson County Library  
February 2025

### **Community Engagement and Advocacy**

On Tuesday, January 28<sup>th</sup>, a delegation of 12 Friends, library staff, and leadership volunteers attended the Kansas Library Association Legislative Day in Topeka. Senator Pat Pettey and Representatives Adam Smith and Chris Croft each addressed the group, and each group met with numerous state representatives and senators in smaller teams. This was an excellent opportunity to advocate for protection of State Library funding as well as support of Johnson County Library resources. Many thanks to Amber Bourek Slater and Ashley Fick for their planning efforts to make the day a success.

On February 25<sup>th</sup>, Shanta Dickerson will lead a Learning Live session with American Library Association and United for Libraries: “Empowering Your Friends Group to Become Advocacy Rockstars.” This is an exciting opportunity to help our fellow Friends become even stronger during a time when it so crucial to defend libraries with our collective advocacy power. Shanta’s long-term goal with this is to continue to encourage United for Libraries to significantly increase a focus on advocacy education and training specifically targeted at Friends organizations.

### **Friends Pop-up Sale Space**

Construction is complete and bookcases are filling up in the new Friends Pop-up Book Sale space at 8281 Melrose Drive. On Saturday, February 15<sup>th</sup> they will be the first sale in the new space. The new operating hours the Friends are testing with customers are Saturdays and Sundays from 10 am-3 pm. Seven new cashiers and 14 additional volunteers have recently been trained to help with the Pop-up Book Sales.

To celebrate National Library Week, the Lenexa Chamber of Commerce will be onsite Tuesday, April 8<sup>th</sup> for the ribbon cutting of the new space at 9 am. We welcome all Johnson County Library Board Members to join us.

### **2026 – 2029 Friends of Johnson County Library Strategic Plan**

As we enter the final year of our current three-year strategic plan, I am working with our Executive Committee to prepare for the future. We will continue to work with BOARDynamics, given that the framework we are using has served us beautifully. Planning sessions will be held in May-June, with the goal of a Friends board vote to approve the plan at our annual meeting in November.

## **Welcome Kelsey Hildebrandt**

The Johnson County Library and Library Foundation welcome our newest member of the staff, Kelsey Hildebrandt who starts on February 10<sup>th</sup>. Kelsey is the former Director of Alumni and Events at William Jewell College. Kelsey has a B.A. from the University of North Dakota in Grand Forks. In addition, she was a member of their Division I Women's Basketball Team.

Kelsey will be the event coordinator for the development department and Foundation. She will be the lead on Library Lets Loose and 1952 Society events. Welcome Kelsey!

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)**  
**December 2024**  
**100% of Year Lapsed**

**OPERATING FUND**

	<b>Programs</b>	<b>2024 Budget</b>
	Revenue	5,054,089
	Administrative Services	
	Information Technology	
	Collection Development	
	Branch/Systemwide Services	390,320
	Transfer to Capital Projects	10,774,696
	Interfund Transfers	
<b>TOTAL OPERATING FUND EXPENDITURES</b>		<b><u>\$11,165,016</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING OPERATING</b>		<b><u><u>(\$6,110,927)</u></u></b>

**SPECIAL USE FUND**

		<b>2024 Budget</b>
	Revenue:	2,920,125
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	34,571
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	3,606,523
	Transfer to Capital Projects	
<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>		<b><u>\$3,641,094</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE</b>		<b><u><u>(\$720,969)</u></u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS</b>		<b><u><u>(\$6,831,896)</u></u></b>

# JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

**December 2024**  
**100% of Year Lapsed**

REVENUE ALL FUNDS	2024 Year to Date	2024 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	44,465,187	45,612,939	97%	99%
Ad Valorem Delinquent	131,469	151,009	87%	-112%
Motor Vehicle	3,488,732	3,387,672	103%	97%
Library Generated - Copying/Printing	79,576	108,206	74%	83%
Library Generated - Overdues / Fees	77,426	38,000	204%	17%
Sale of Library Books	14,182	50,000	28%	17%
Misc Other	7,374	18,703	39%	8%
Reimbursements	780,561	740,000	105%	124%
Library Generated - Other Charges	0	0	0%	0%
Investment	1,205,440	825,000	146%	148%
Unencumbered Balance Forward	0	6,874,696	0%	0%
Transfer from Capital Projects	6,293	0	0%	0%
Sale of Capital Assets	1,920,768	0	0%	0%
Recreational Vehicle Tax	21,938	16,922	130%	84%
Commercial Vehicle Tax	65,002	63,117	103%	111%
Heavy Trucks Tax	4,615	4,733	98%	73%
Rental Excise Tax	66,733	66,002	101%	155%
Payment in Lieu of Taxes	346,154	0	0%	0%
State and Federal Grants	132,886	273,607	49%	50%
<b>TOTAL REVENUE</b>	<b>52,814,336</b>	<b>58,230,606</b>	<b>91%</b>	<b>95%</b>

**Expenses ALL FUNDS with Collection  
Encumbrance**

Categories	2024 Year to Date	2024 Budget	% Categories Expended
Salaries and Benefits	26,607,018	27,178,537	98%
Contractual Services	5,249,370	7,374,266	71%
Commodities	6,216,731	5,295,453	117%
Risk Management Charges	235,055	266,103	88%
Capital / Maintenance / Repair	10,792,683	10,774,696	100%
Transfer to Capital Projects	3,606,523	3,640,620	99%
Grants	129,209	273,607	47%
Interfund Transfer	3,427,324	3,427,324	100%
<b>TOTAL EXPENDITURES</b>	<b>56,263,913</b>	<b>58,230,606</b>	<b>97%</b>

Revenue - Expenses as of December 31, 2024 **(3,449,577)**

RESERVES ALL FUNDS	As of 12/31/23
Reserves Operating Fund	19,186,883
Reserves Special Use Fund	3,032,242
<b>Total JCL Reserves</b>	<u><u><b>22,219,125</b></u></u>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category  
December 2024  
100% Year Lapsed**

**OPERATING FUND**

<b>Programs</b>	<b>2024 Year to Date</b>	<b>2024 Budget</b>	<b>% Program Expended</b>
Administrative Services	5,106,508	7,406,324	69%
Information Technology	3,915,357	4,906,803	80%
Collection Development	4,063,715	4,063,002	100%
Branch/Systemwide Services	22,773,612	23,192,622	98%
Risk Management Charges	235,055	266,103	88%
Grants	129,209	273,607	47%
Transfer to Capital Projects	10,774,696	10,774,696	100%
Interfund Transfer	3,427,324	3,427,324	100%

<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b>50,425,477</b>	<b>54,310,481</b>	<b>93%</b>
--	-------------------	-------------------	------------

**SPECIAL USE FUND**

	<b>2024 Year to Date</b>	<b>2024 Budget</b>	<b>% Budget Expended</b>
Contractual Services (General Maintenance)	0	152,505	0%
Commodities (Capital Equipment)	34,571	127,000	27%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	3,606,523	3,640,620	99%

<b>TOTAL SPECIAL USE FUND EXPENDITURES</b>	<b>3,641,094</b>	<b>3,920,125</b>	<b>93%</b>
--	------------------	------------------	------------

<b>TOTAL EXPENDITURES</b>	<b>54,066,571</b>	<b>58,230,606</b>	<b>93%</b>
---------------------------	-------------------	-------------------	------------

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type  
December 2024  
100% Year Lapsed**

**ALL FUNDS**

<b>Categories</b>	<b>2024 Year to Date</b>	<b>2024 Budget</b>	<b>% Categories Expended</b>
Salaries and Benefits	26,607,018	27,178,537	98%
Contractual Services	4,724,467	7,374,266	64%
Commodities	4,544,291	5,295,453	86%
Risk Management Charges	235,055	266,103	88%
Capital / Maintenance / Repair	10,792,684	10,774,696	100%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	3,606,523	3,640,620	99%
Grants	129,209	273,607	47%
Interfund Transfer	3,427,324	3,427,324	100%

<b>TOTAL EXPENDITURES</b>	<b>54,066,571</b>	<b>58,230,606</b>	<b>93%</b>
---------------------------	-------------------	-------------------	------------

GRANTS*	Expenditures through 05/31/2024	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,233.29	\$132,568.53	\$335.24
285000092	2024-State Aid	State	3/12/2024	\$129,208.62	\$132,886.40	\$3,677.78

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

# Expenditure of Friends of the JCL Donations 2024

<i>Expenditure Details</i>	<i>December</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	0.00
Technology/Recruitment Consulting & Expenses	0.00	0.00
Strategic Planning meeting supplies	0.00	0.00
GEM Award/Staff Recognition	0.00	0.00
Homework Help and Tutor.com	0.00	0.00
Summer Reading Club/Elementia	0.00	0.00
Other Library Programming	0.00	0.00
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	0.00	2,385.63
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 2,385.63</b>

# JCL Personnel Requests for 2026 Budget

- Senior Accounting Specialist (1.0 FTE) - additional staff needed to help with growth in number of transactions and vendors as well as help improve the business operations support activities of the library system
- Information Technology (IT) Analyst II (1.0 FTE) - additional support for the IT Help Desk to deal with the increased number of technology endpoints and technology applications from both a patron and employee standpoint



## JCL Purchasing Threshold - February 2025 Update Contracts Between \$100,000 and \$150,000

- BiblioCommons \$112,065.34 - Covering June 7, 2024 - June 6, 2025
- Bibliotheca \$116,700.69 - Covering February 1, 2024 - January 31, 2025
- Microsoft Enterprise Agreement (through Zones Inc.) \$145,869.40  
*This is a 3-Year Agreement locking in at that same annual rate running from February 2, 2025 to January 31, 2028*



## JCL Budget Process Timeline

- OCT/NOV/DEC 2024 and JAN 2025 - Library Budget Committee Meetings to Plan 2026 Budget and Review Multi-Year Financial Forecast
- JAN JCL Board - Informational Item - 2026-2030 Capital Improvement Plan (CIP)
- FEB JCL Board - Informational Item - 2026 Personnel Requests and CIP Approval
- MAR JCL Board - Informational Item - 2026 Library Budget Proposal
- MAR - Library Budget Committee Meets to Review Updated Multi-Year Financial Forecast (after updated revenue estimates are given from County Budget Department)
- APR JCL Board - 2026 Library Budget Proposal - Action Item for Approval
- APR/MAY - Library Budget Committee Receiving the “Balanced Budget” Summary
- MAY/JUN - 2026 Library Budget Presentation to Board of County Commissioners
- AUG - BOCC Budget Public Hearing & Adopting Neutral Rate Resolutions for 2026
- SEP - BOCC Adopt 2026 Budget Resolution & Library Board Adopts Neutral Rate Resolution for 2026
- OCT/NOV/DEC 2025 - Library Budget Committee Meetings to Plan 2027 Budget and Review Multi-Year Financial Forecast



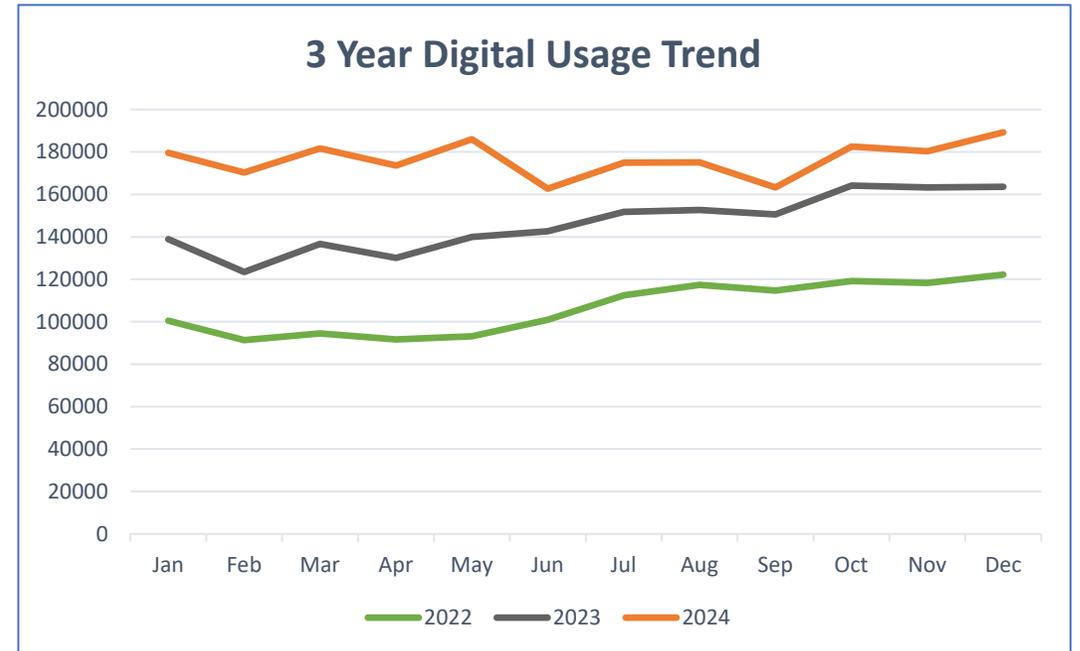
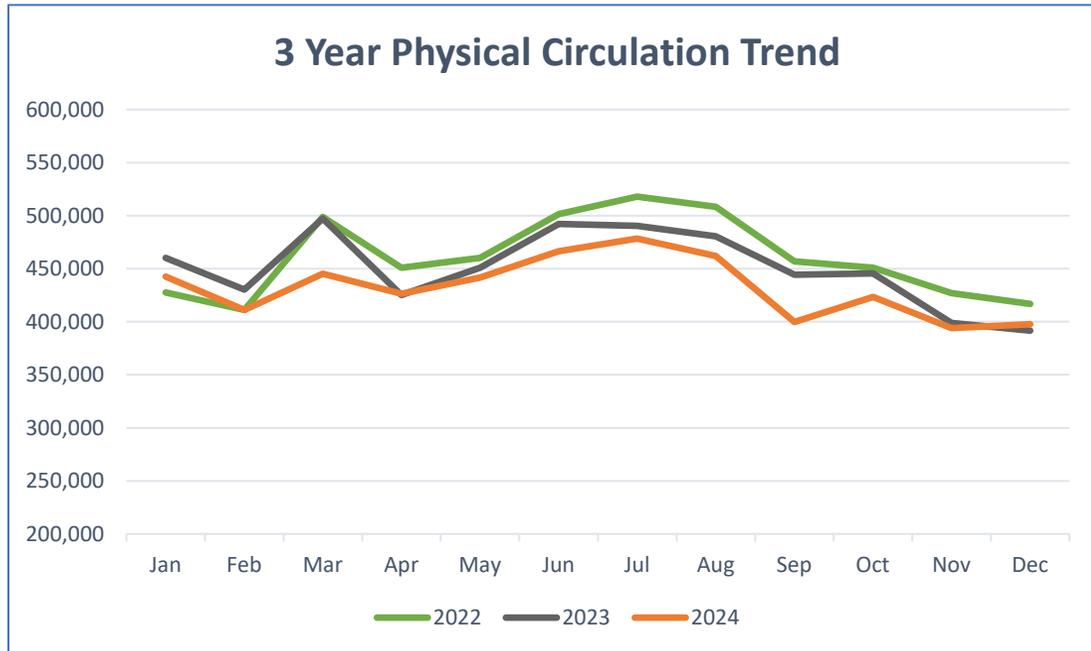
# Quarterly Statistical Report

4th Quarter 2024

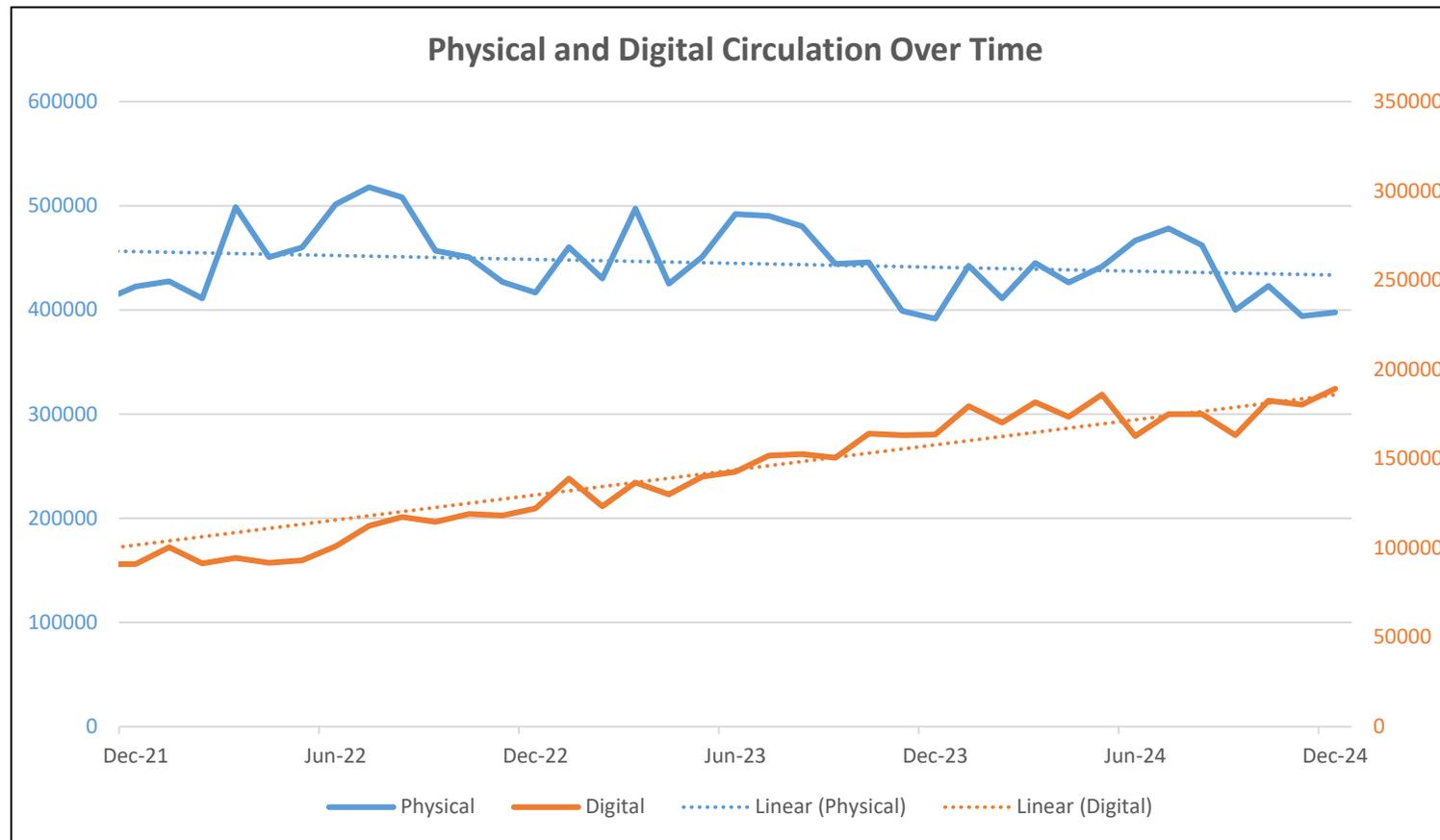
---

JOHNSON COUNTY LIBRARY

# Quarterly Statistics



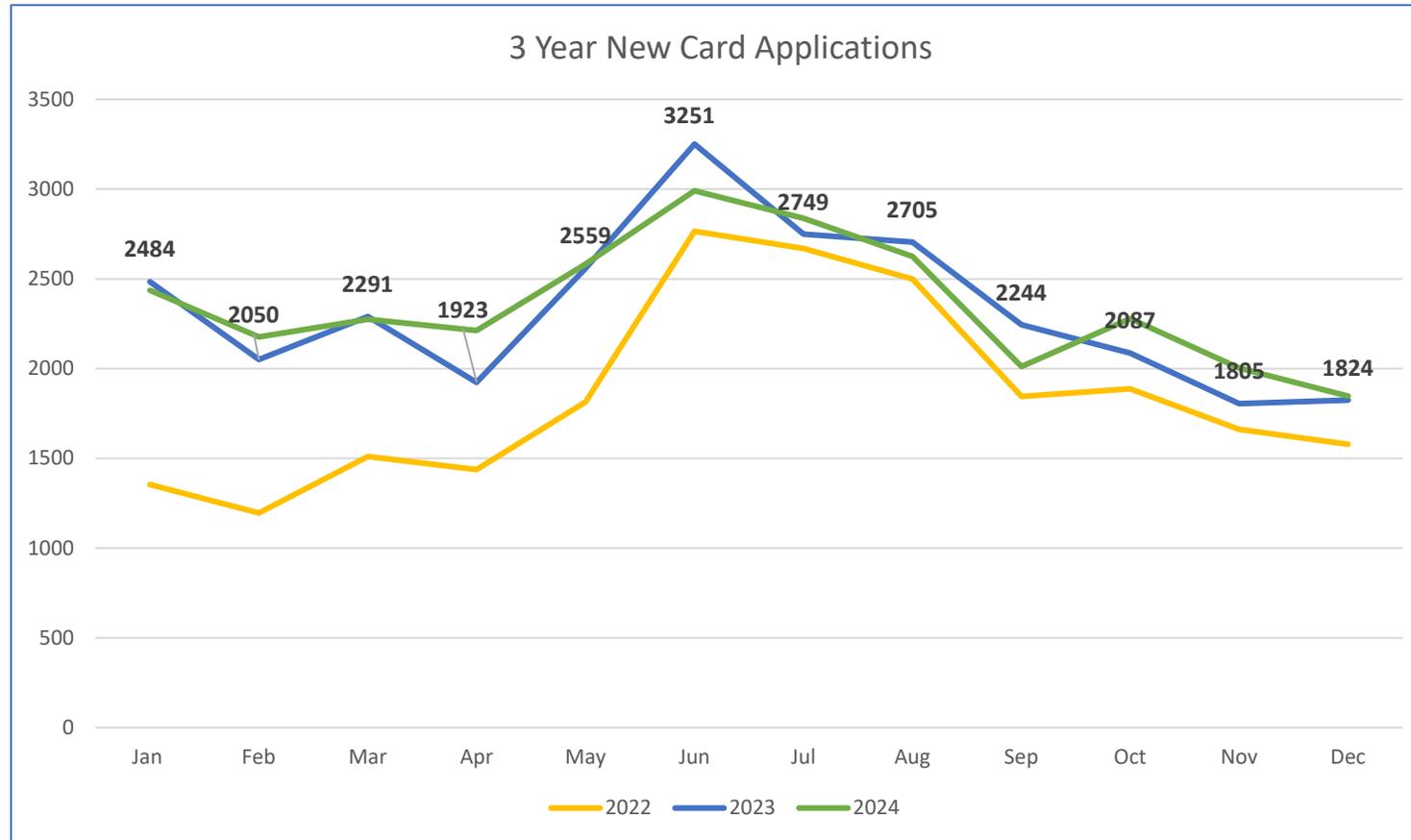
# Quarterly Statistics



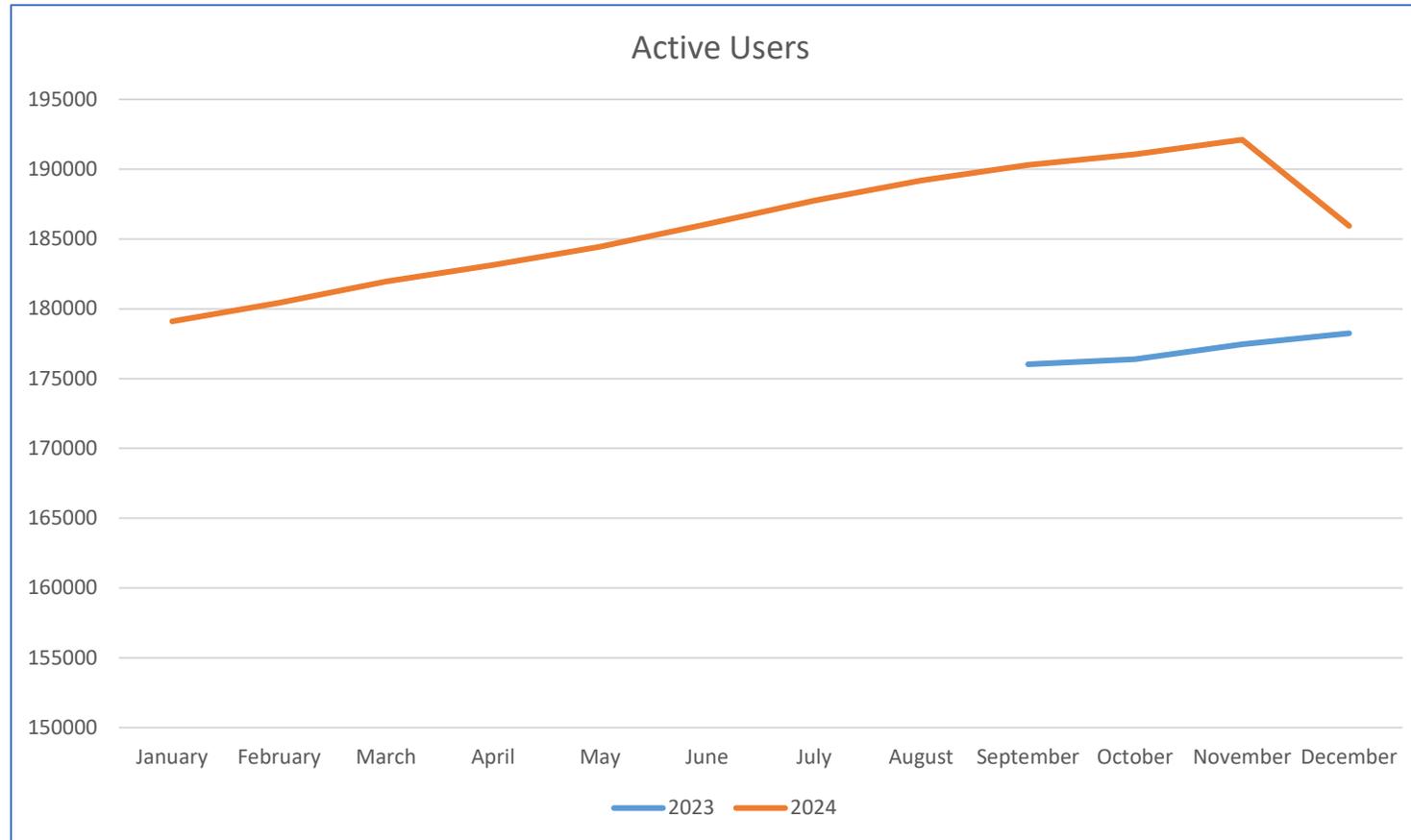
# Quarterly Statistics



# Quarterly Statistics



# Quarterly Statistics

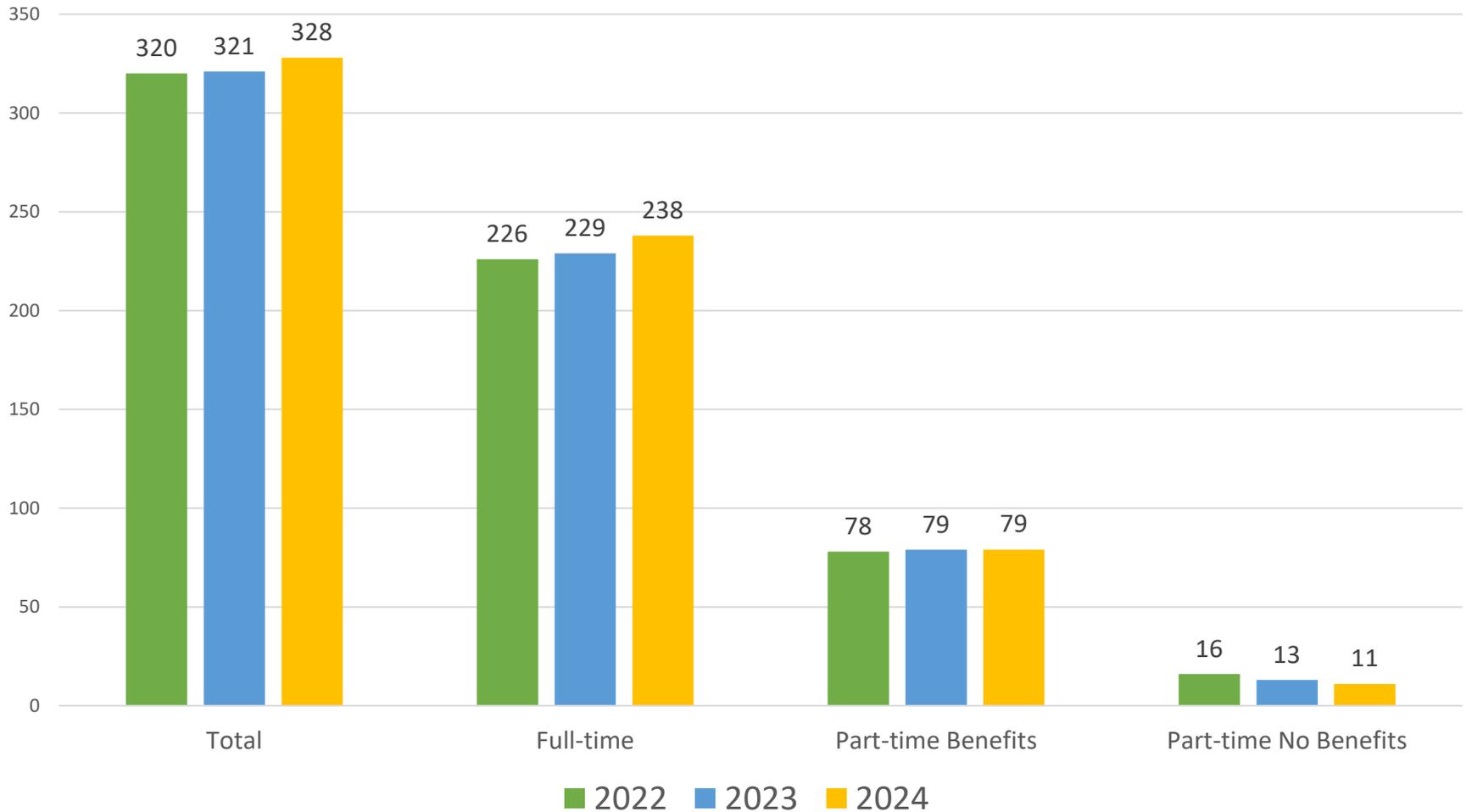


# Human Resources Data

presented by  
**Shala Bloomberg**, Senior HR Partner  
on **February 13, 2025**

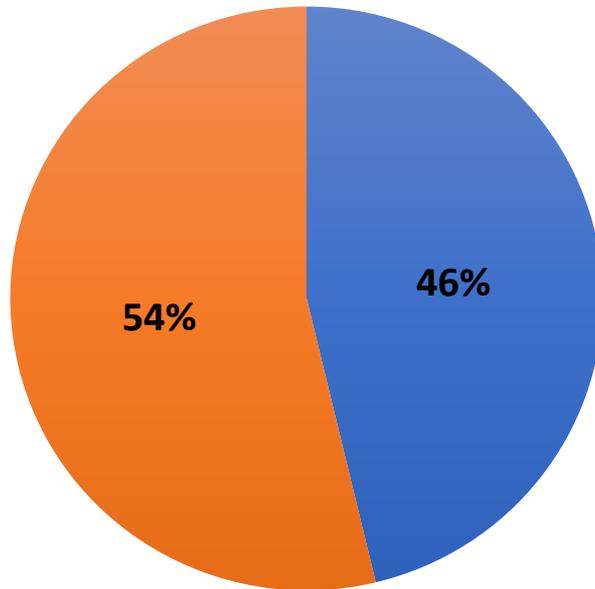


# Number of Employees

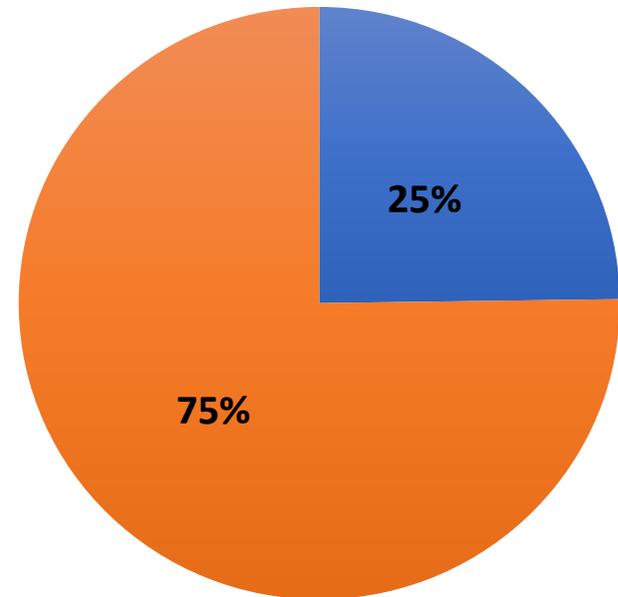


# Ratio of Female to Male Workforce

## Johnson County



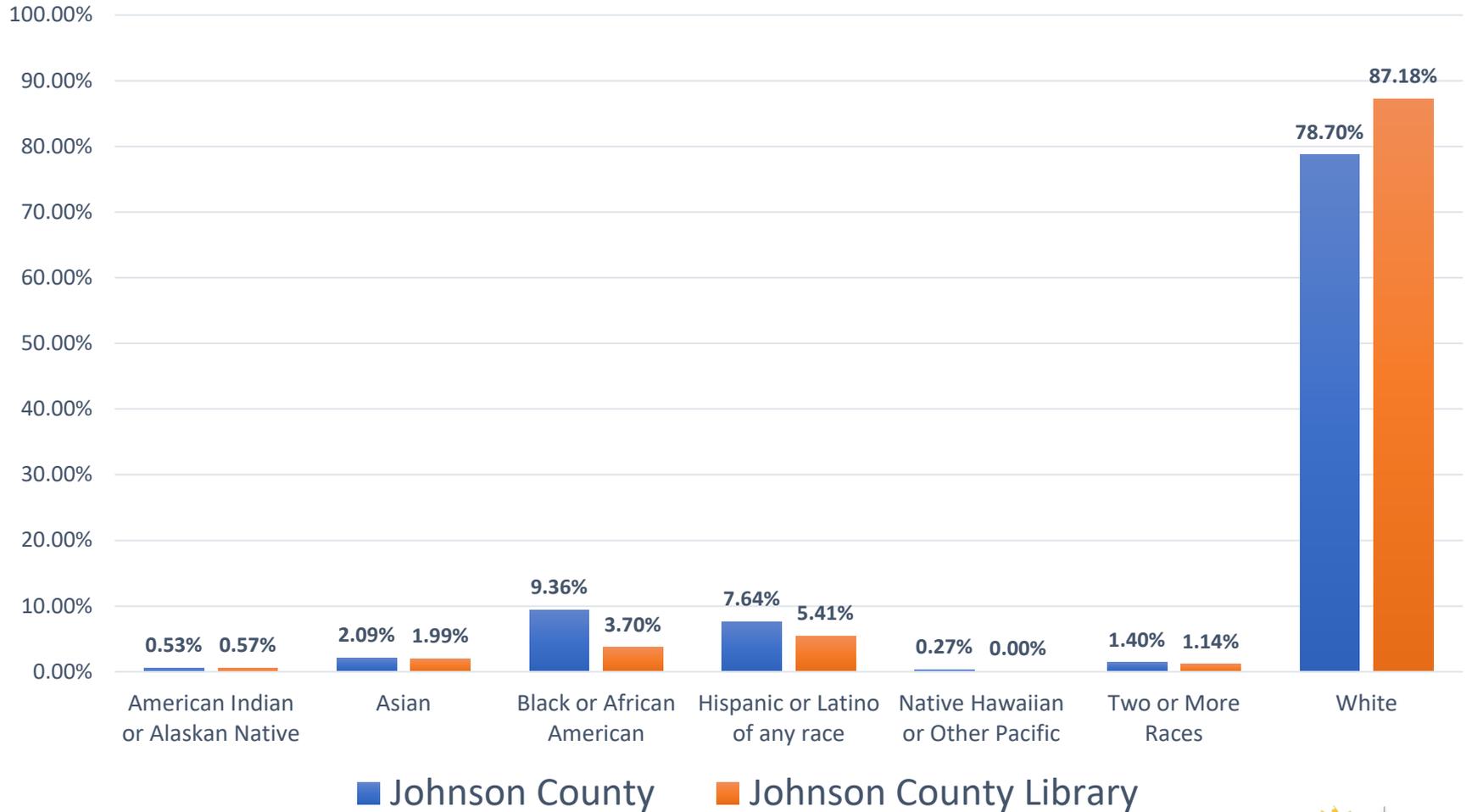
## Johnson County Library



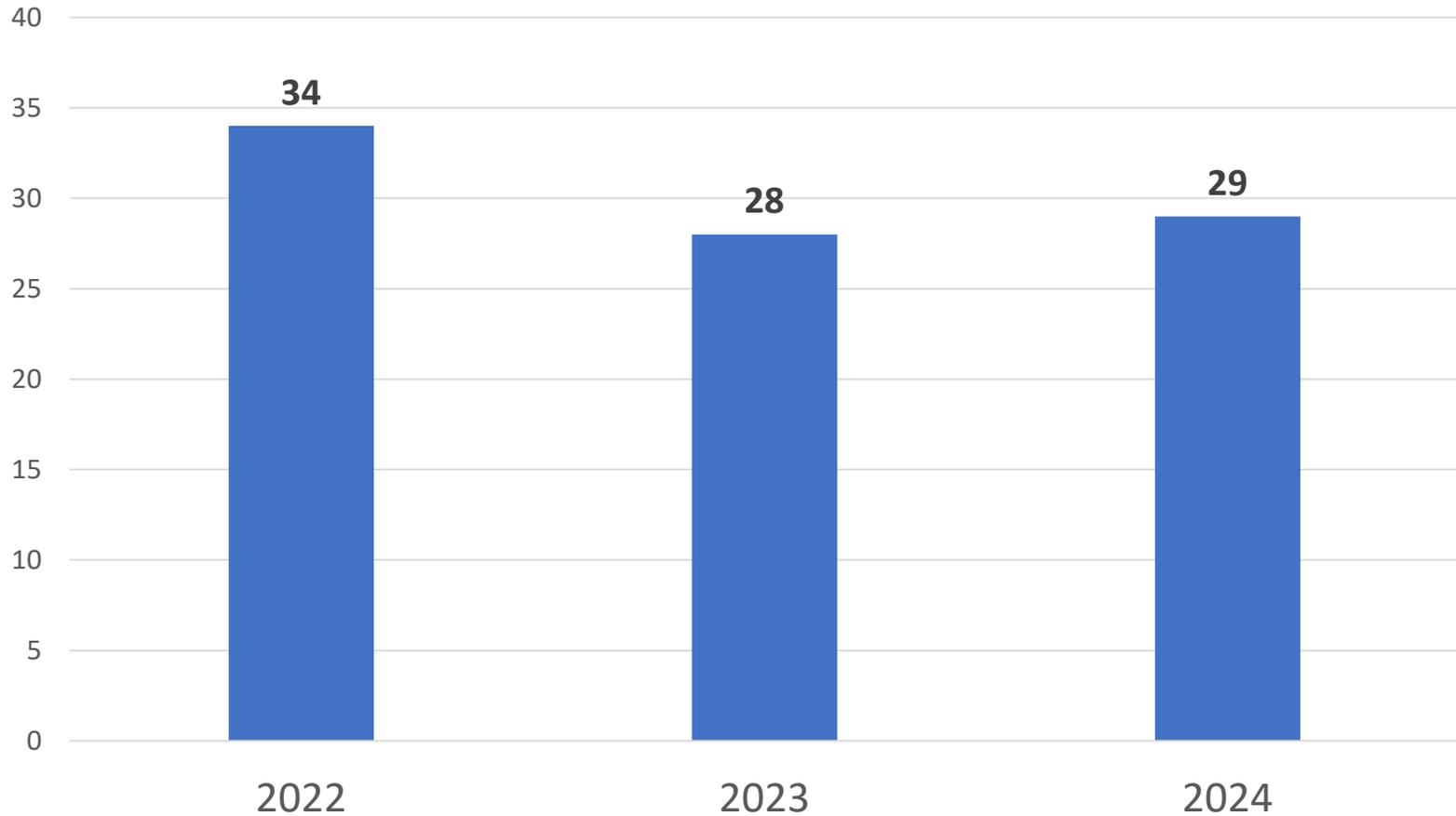
■ Male ■ Female



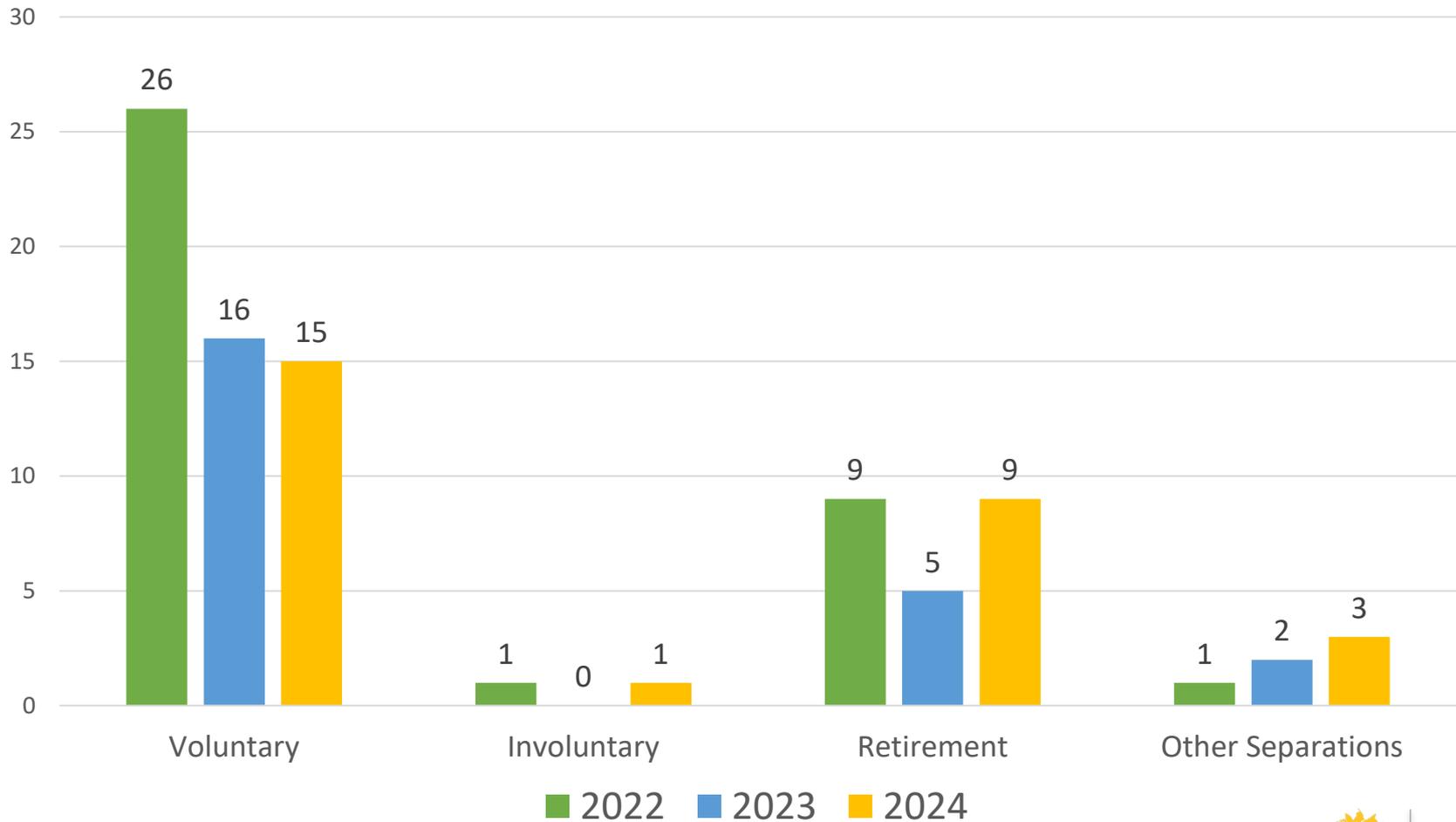
# Ethnic Origin of Workforce



# Numbers of New Hires



# Library Attrition



# Turnover Rates

2022	2023	2024
12.50%	8.38%	8.94%



# 2024 Recruitment

**24** requisitions posted

**64** positions

Averaged **136** applicants for  
external/internal postings

Averaged **16** applicants for internal only  
postings



# Staff Reorganization Changes

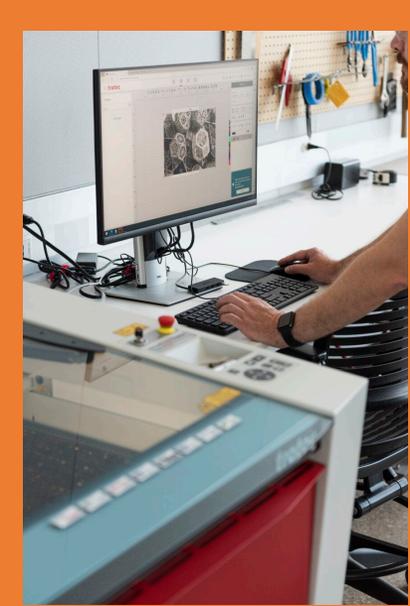
- 12 job descriptions written/revised
- 550 assignment/position changes made
- 14 new location codes created
- 11 new job codes created
- 23 pay changes



# HR Highlights 2024 - 2025

- iCIMS (applicant tracking system) – 2023
- CompAnalyst (market pricing tool) – 2024
- PowerDMS (policy management) – 2024
- Employee Engagement Survey – 2024
- Employee Engagement Pulse Survey – 2025
- New EAP Provider – SupportLinc – 2025





# Maker Services Report

February 13, 2025

---

JOHNSON COUNTY LIBRARY

# Introducing the Maker Services Department!

## *The Team*



*Sponsored by*

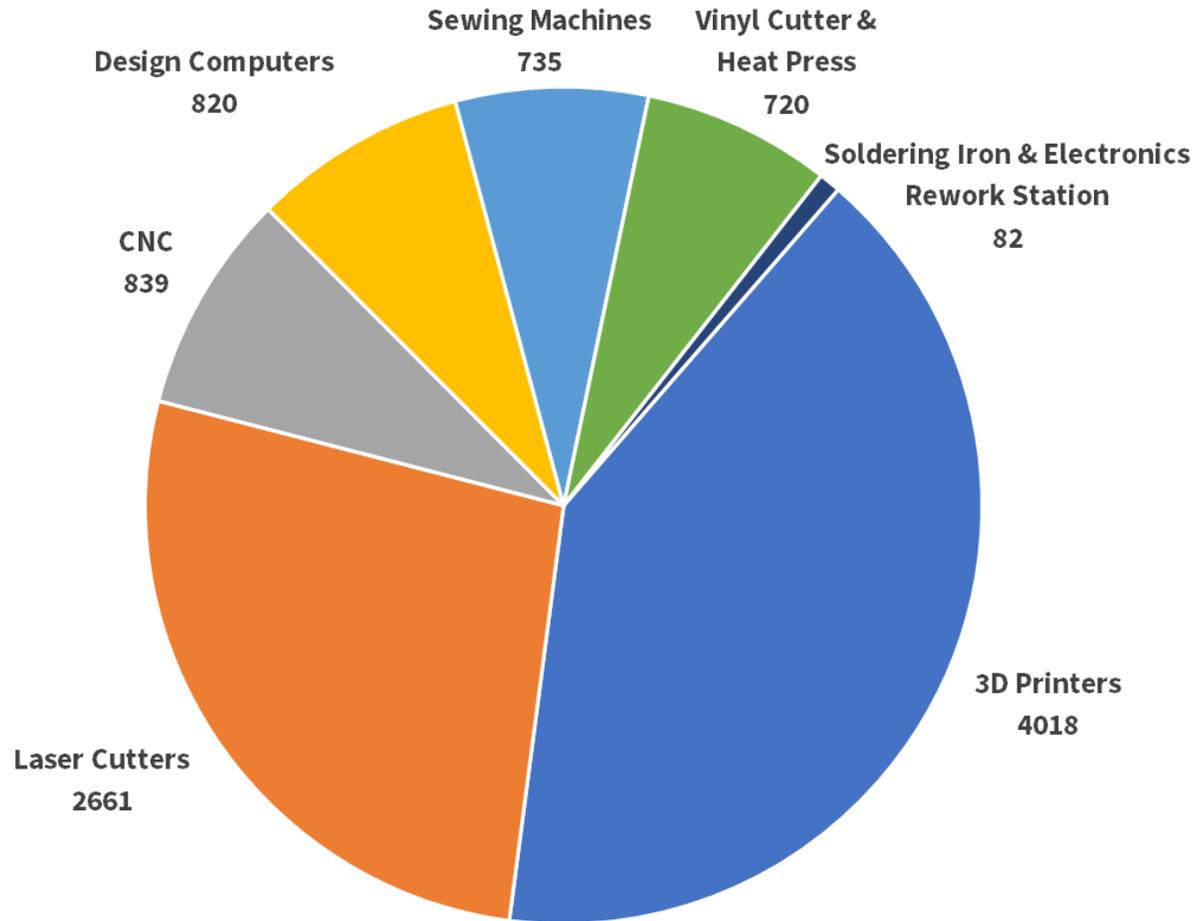


# In the Makerspace

**4,779**  
bookings

**1,552**  
unique  
users

**9,875**  
hours  
booked



## Popular Tools

### 3D Printers

Total Reservations: 1,674  
Unique Users: 636  
Total Hours Booked: 4,018

### CNC Router

Total Reservations: 396  
Unique Users: 159  
Total Hours Booked: 839

### Laser Cutters

Total Reservations: 1,452  
Unique Users: 417  
Total Hours Booked: 2,661

### Vinyl Cutter:

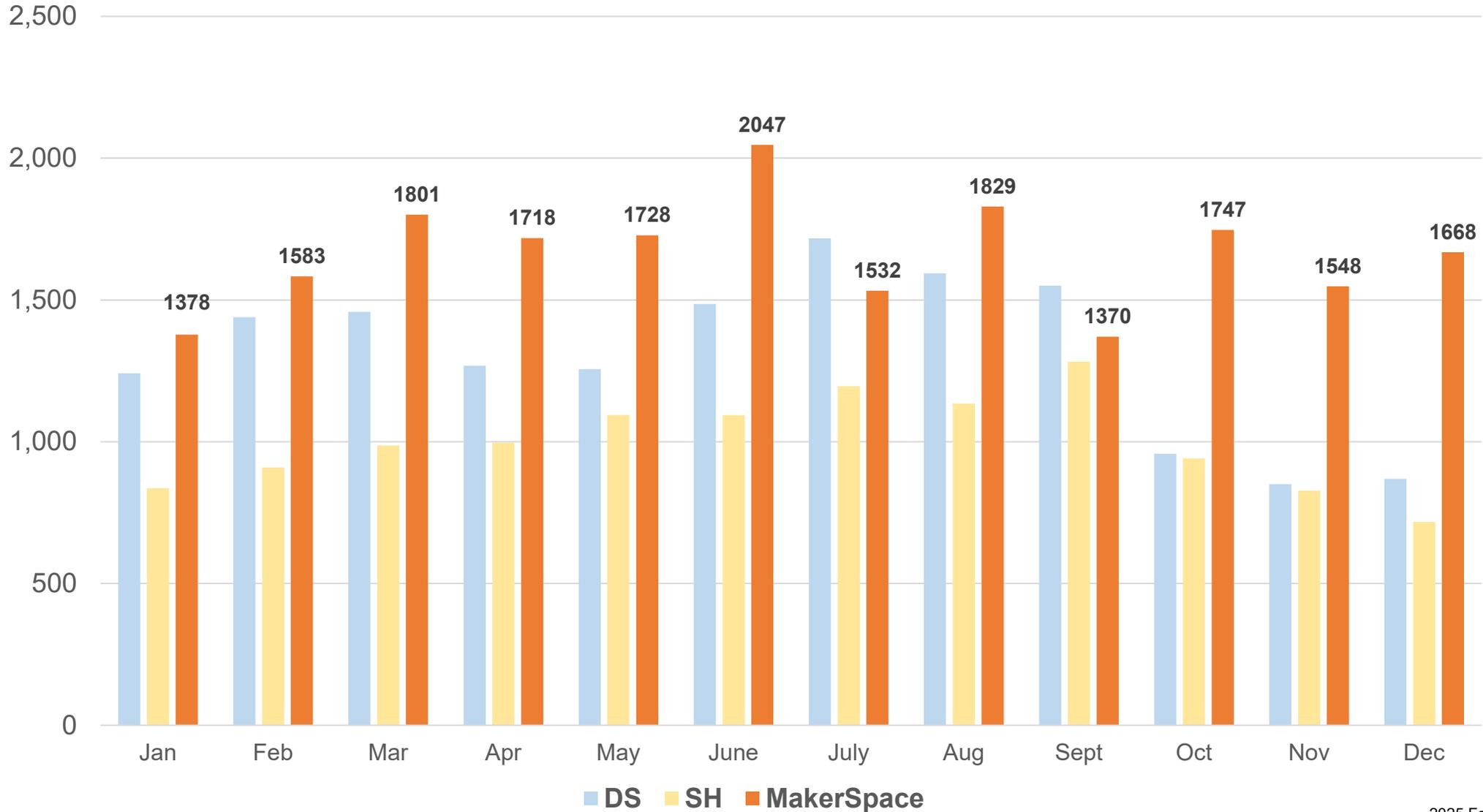
Total Reservations: 436  
Unique Users: 220  
Total Hours Booked: 720

### Sewing Machines:

Total Reservations: 362  
Unique Users: 185  
Total Hours Booked: 735



# MakerSpace Visitors



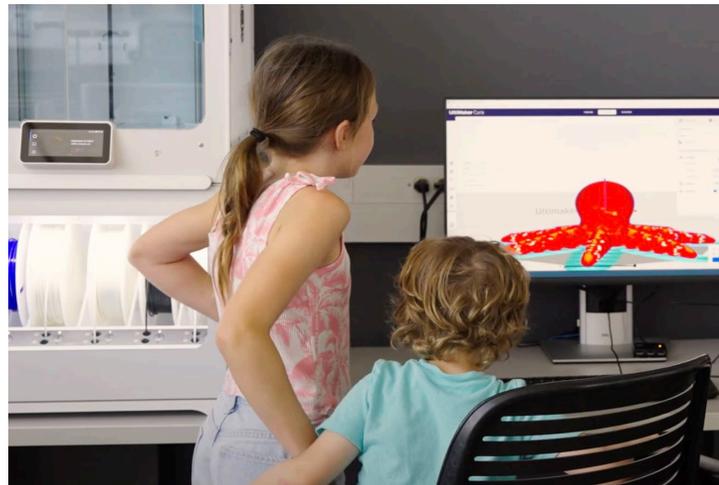
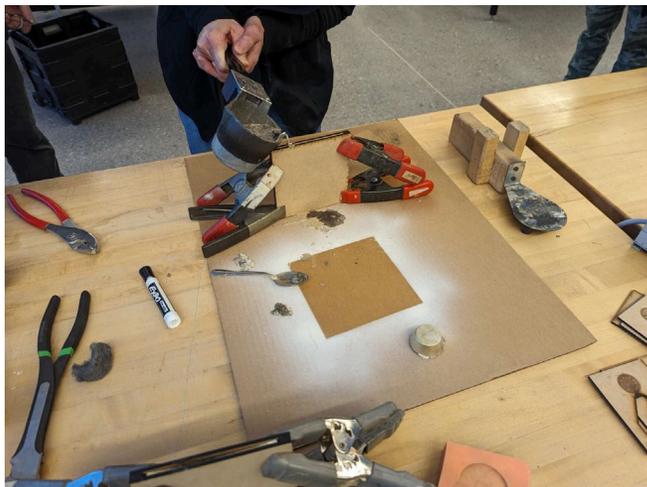
# Maker Programs & Outreach



**29**  
*programs*

**724**  
*attendees*

**430**  
*waitlisted*

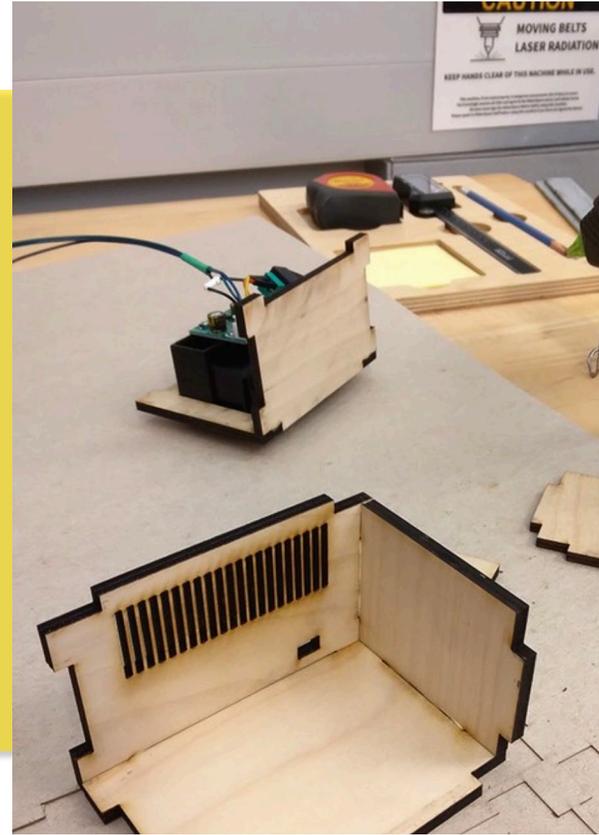


## Maker Kits

- Micro:bit & Circuit Playground Kits
- Soldering Kit
- Sound Production Kit
- Home Energy Audit Kit
- Film Scanner Kit \*NEW\*



# Stories from the Makerspace



# What next in 2025?

Expanding our team

Opening to full hours

Designing new Maker Kits



# Spring Hill and De Soto Renovations

Design Update



# Project Context to Date

2021 - 2022

Library holds public engagement  
Feedback incorporated into conceptual designs,  
including:

- Collaborative spaces
- Expanded hours

2023

Library Board approves project budget

2024

Library onboards bc DESIGN GROUP

- Stakeholder & design meetings begin

2025

Continuing design

Onboarding a construction manager



# Project Team and Board Liaisons



**Megan Clark**  
JCL Primary Project Manager



**Lisa Davis**  
FAC Primary Project Manager



**John Keogh**  
JCL NW Regional Manager



**Tricia Suellentrop**  
Project Sponsor



**Charles McAllister**  
Library Board Liaison



**Scott Sime**  
Project Manager Resource



**Juan Lopez-Tamez**  
FAC Project Manager Resource



**Nicole Schlagel**  
SW Branch Ops. Manager



**Ben Sunds**  
Project Sponsor



**Anna Van Ophem**  
Library Board Liaison



# bc DESIGN GROUP



**Brooke Cinalli**  
Founder  
Director of Design



**Hilary Beashore**  
Senior Associate  
Director, Community Studio



# Completed Design Tasks To Date

- Confirmed program
- Visioning
- Toured multiple Johnson County Library branches
- Field work to confirm existing conditions
- Key stakeholder meetings
- Schematic Design Drawings

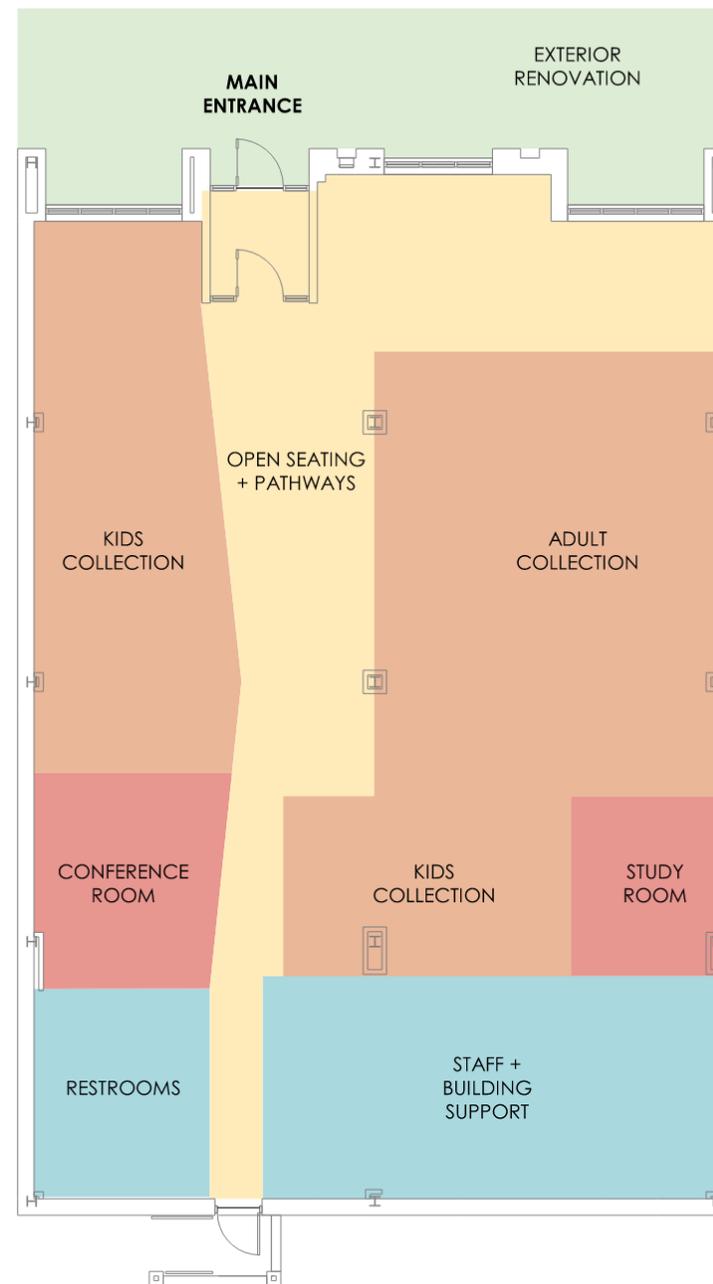


# De Soto Branch - Priorities

1. Study Spaces/Collaborative Patron Spaces
2. Security/Service Desk
3. Public PCs
4. 6 by 6/Storytime Space
5. Collection
6. Meeting Room/Study Rooms
7. Staff Space
8. Outdoor Space
9. Efficient Circulation Space
10. Convenient Entrance



# De Soto Branch Floor Plan

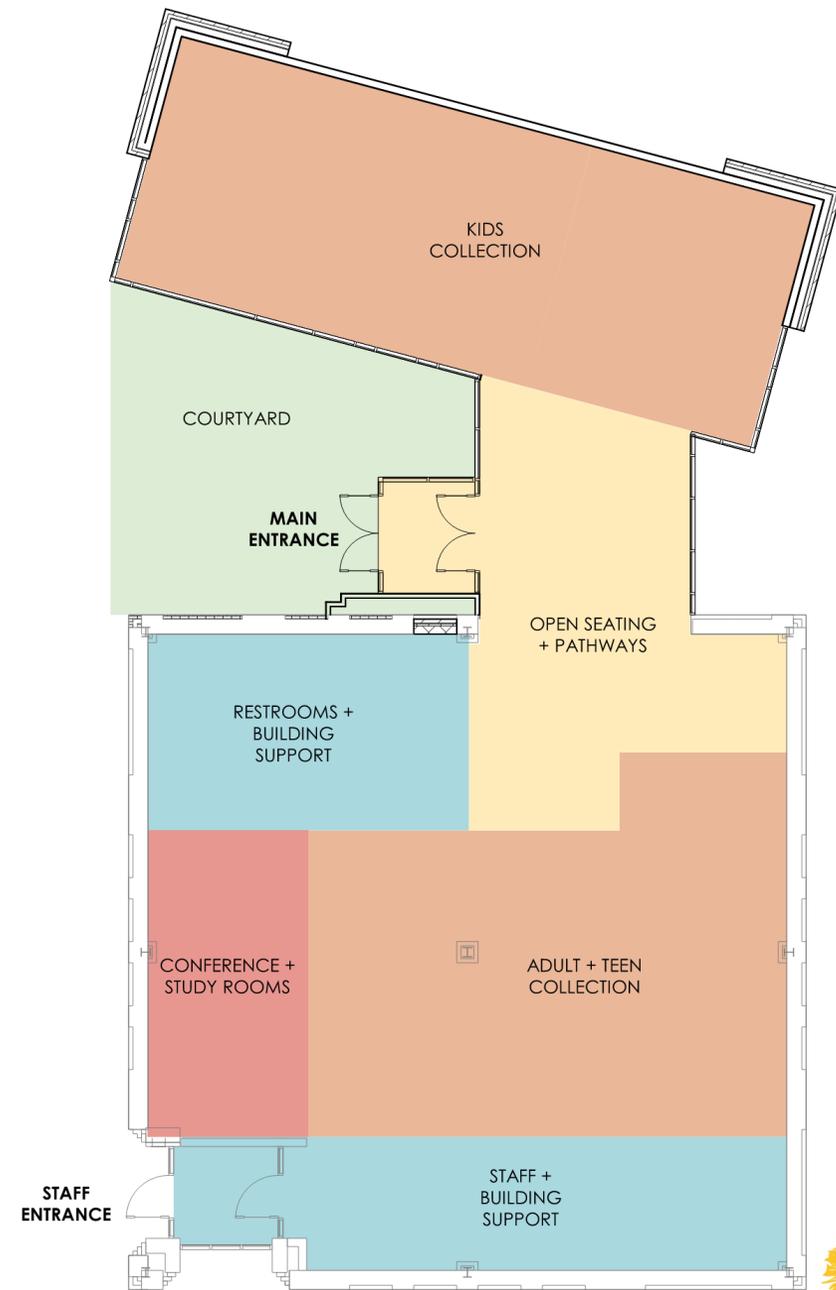


# Spring Hill Branch - Priorities

1. Study Spaces/Collaborative Patron Spaces
2. Security/Service Desk
3. Public PCs
4. 6 by 6/Storytime Space
5. Collection
6. Meeting Room/Study Rooms
7. Staff Space
8. Efficient Circulation Space
9. Outdoor Space
10. Convenient Entrance



# Spring Hill Branch Floor Plan



# Next Steps

- Design continues
- We will begin working with the Construction Manager when they are onboarded
- We will present updated information to you in the Spring!



# Spring Hill and De Soto Renovations

Update – February 2025



# Updates

- Design continues
- Internal meetings to discuss transitions



# Construction Manager Request for Proposal (RFP)

- Construction Manager RFP process
- Selection
- Preconstruction contract
- Construction and Guaranteed Maximum Price (GMP)  
Amendment

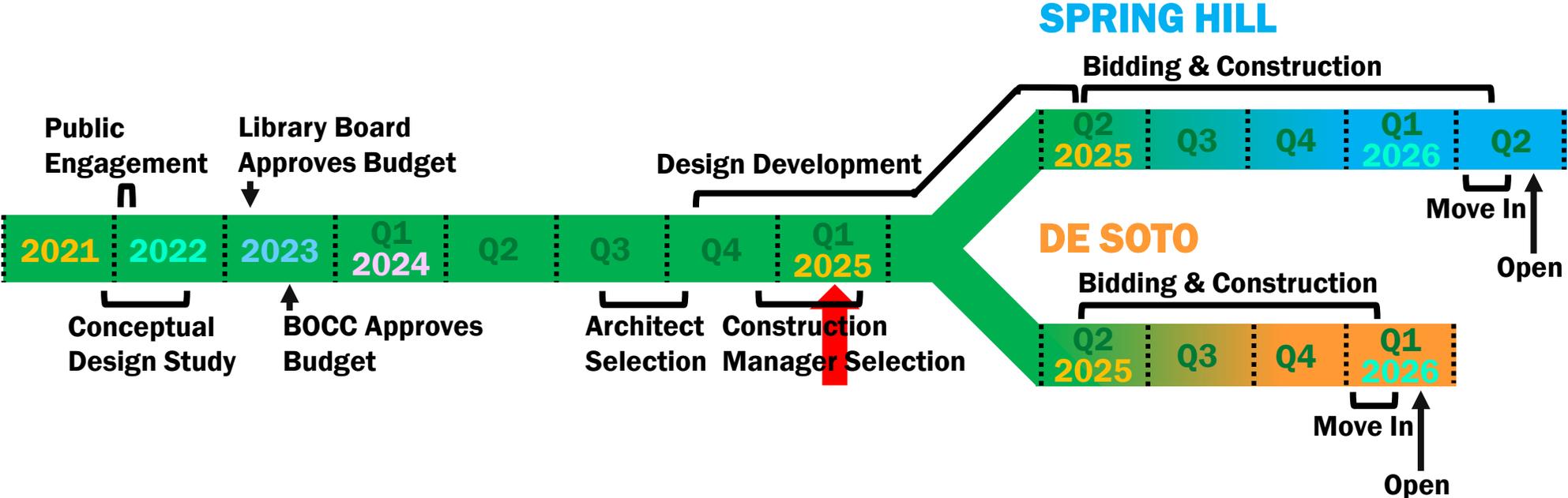


# Next Steps

- Design continues
- Planning for move-outs
- Interviews for construction manager next month
- Upcoming GMP Amendment
- Upcoming closure approval request



# Spring Hill and De Soto Renovations: Anticipated Project Timeline



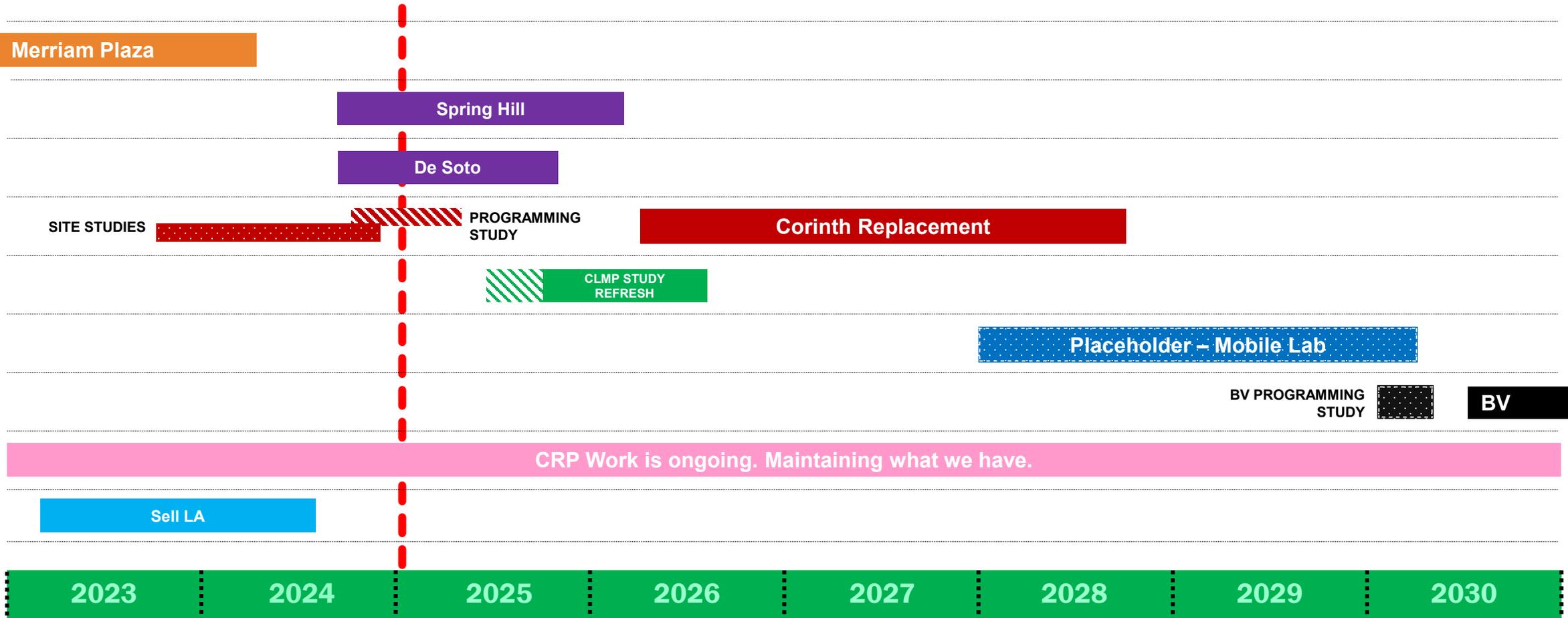
# Capital Projects: Timeline Summary

February 2025



# Capital Improvement Projects: Anticipated Timeline

# CURRENT

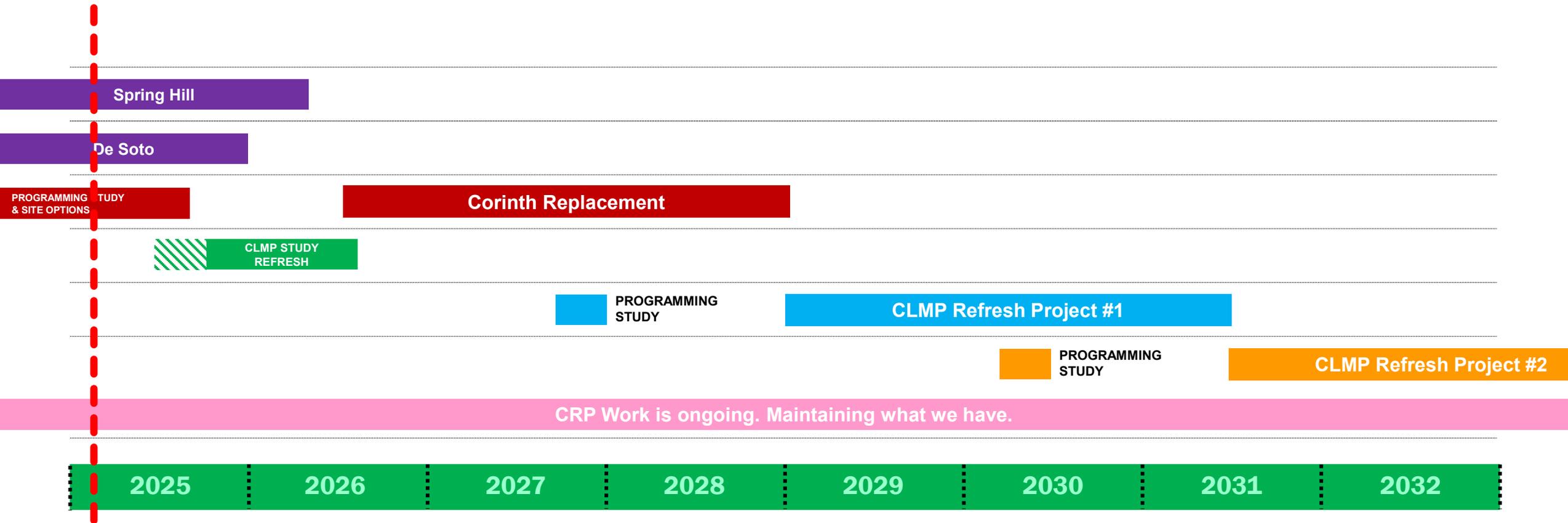


This visual is shown as an illustration with anticipated dates and may change.



# Capital Improvement Projects: Anticipated Timeline

# NEW



CRP Work is ongoing. Maintaining what we have.

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



# 2025 CRP Anticipated Projects

## 1. **Central:**

- a. Design Phase for upgrades to sidewalks, north parking lot and lighting, site wayfinding, entry plaza and landscaping improvements
- b. Skylight water test, develop and implement solution.
- c. Main Entry door and vestibule improvements (potential for brief closure)

2. **Cedar Roe:** Replacement of west fencing, landscaping improvements, entry door improvements, restroom modernization (closure expected).

3. **Gardner:** Water testing: roof and walls, develop solution. Implementation likely 2026.

4. **Leawood:** Patio / courtyard, ADA improvements – design and construction 2025.

5. **Monticello:** Landscape improvements on green roof.

6. **Oak Park:** Upgrades to roof, carpet replacement, shelving replacement, façade replacement, parking lot replacement, drive-up book drop improvements. Improvements to HVAC. This work is expected to require a 3-4 month closure - tentatively fall 2025.

7. **Shawnee:** Water testing, develop and implement solution, clerestory window repair.

## 8. **Multiple:**

- a. Installations and upgrades to Building Automation Systems (BAS) at several locations. These provide for remote monitoring, adjusting, and troubleshooting of building mechanical systems.
- b. Landscaping improvements at Blue Valley, Cedar Roe, Corinth, Gardner, Leawood



# Johnson County Library Strategic Plan Update Trimester Three 2024

February 13, 2025

---



# 2024-2028 Strategic Plan

## Vision

Johnson County Library creates an environment for people to learn, to explore, to enjoy, to create, to connect.

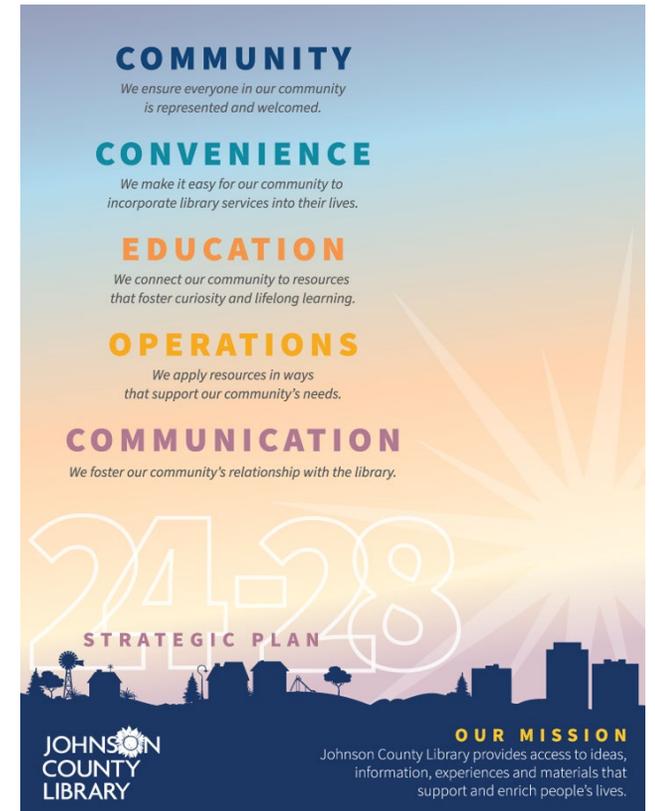
## Mission

The Library provides access to ideas, information, experiences and materials that support and enrich people's lives.

## Key Performance Areas (KPAs)

Community \* Convenience \* Education \* Operations \* Communication

## 2024-25 Organizational Priorities



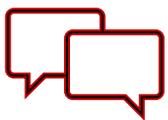
# 2024-2025 Organizational Priorities



Implement Comprehensive Library Master Plan (CLMP), Capital Replacement Projects (CRP), and Capital Improvement Projects (CIP).



Align staff and resources through implementation of SORT II (Staff Organization Redesign Template II) and Patron Service Standards.



Commit to the County's VIBE (Voices of Inclusion, Belonging and Equity) initiative through facilitating community engagement (staff and public) and prioritizing and implementing action items from the 2022-2023 DEIB (Diversity, Equity, Inclusion and Belonging) work.





# PRIORITY: CIP, CLMP, CRP

## *Capital Improvement Plan*

### Top Takeaways September-December 2024:

- *Corinth* Campus Study concluded after Prairie Village City Council vote against Harmon Park campus. Library completed a “test fit” study at current site. Programming study underway.
- Architect for *Spring Hill and De Soto* renovations, bc Design Group, was hired and design began.
- *Antioch* properties under contract for sale to city of Merriam, pending BOCC ratification.
- A new mural by artist Emily Alvarez installed in *Merriam Plaza kids' area*.



**SUCSESSES:** Spring Hill and De Soto architect was onboarded. Anticipating Antioch properties to be sold at fair market price, pending BOCC ratification.

**CHALLENGES:** City of PV voted against Harmon Park campus, and Corinth site remains uncertain. Selling Antioch means Facilities needs to relocate from SSB.

**UPCOMING:** Corinth Replacement programming study. Spring Hill and De Soto design work begins.





# PRIORITY: CIP, CLMP, CRP

## *Capital Replacement Plan*

### Top Takeaways September-December 2024:

- *Central staff space* - West wall interior complete; exterior/site work continue. Plan to reconfigure one side of support staff space approved, move slated for January.
- *Central public space* - Skylight work began in response to signs of water infiltration.
- *Shawnee CRP* (Phase 2) work completed.
- *Cedar Roe* parking lot replacement completed without a closure.
- *Blue Valley* and *Leawood* building security improvements completed.



**SUCSESSES:** Maintaining and upgrading existing buildings. Successful interventions on buildings requiring quick attention.

**CHALLENGES:** Still experiencing long lead times for some components. Competing demands for stakeholder and subject matter expert attention.

**UPCOMING:** Some work begun in 2024 will carry into 2025. In 2025, projects will begin at various locations throughout year.





# PRIORITY: SORT II

## ***SORT Implementation***

Top Takeaways September - December 2024:

- Worked in six cross-functional teams to set implementation plans for new structure: Branch/Program Coordination, Continuity Plans, Divergent Services, Meetings/Connectivity, Staff Releveling and Onboarding, Outreach, Program Services.
- Moved into new structure on Sept. 29.

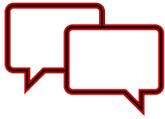


**SUCSESSES:** Met date commitment for reorg. Teams helped foster relationships, empowerment. Outreach forms created, added to website. Planned spring programs.

**CHALLENGES:** Time, schedules and amount of work. Lack of planning tools and clarity on team scope. Large scale change: 100+ staff impacted.

**UPCOMING:** Increasing clarity on roles, processes. Framework to ensure continuity of service lines. Staff communications emphasis on listening and learning.





# PRIORITY: DEIB *Web Refresh*

## Top Takeaways September - December 2024:

- New Library web developer with accessibility expertise hired in Sept.
- Website migration project officially kicked off Nov. 1; content management system trainings and content audit underway.



**SUCSESSES:** Branding audit led to updated brand assets that meet Web Content Accessibility Guidelines (WCAG). External vendor hired to support user testing efforts.

**CHALLENGES:** Balancing maintenance of existing site with migration to new system. Need to develop an entirely new contributor system in the midst of organizational change.

**UPCOMING:** User testing of new information architecture. Content review with stakeholders. Migration of key content begins. Communication plan enacted.





# **PRIORITY: DEIB**

## ***Employee Engagement Survey (EES)***

Top Takeaways September - December 2024:

- A representative EES action planning team developed two action items for building trust:
  - Improve two-way communications
  - Form staff engagement team
- Held two listening sessions with EES team to gather in-depth input into staff Town Hall planning.

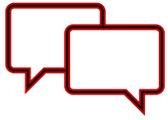


**SUCSESSES:** Representative team reached consensus on Strategic Plan action items, which were accepted without changes, and communicated at all levels.

**CHALLENGES:** Balancing the need for plans, processes and resources for all action item work with need to move quickly to be responsive.

**UPCOMING:** Begin addressing anon. feedback in Jan. and begin monthly staff Town Hall in Feb. Scheduling side-by-sides in T1. 2025 EES survey Jan 27 - Feb 21





# **PRIORITY: DEIB**

## ***JCL VIBE Team formation***

Top Takeaways September – December 2024:

- JCL VIBE team onboarded to existing documents like Strategic Plan, Employee Engagement Survey, and 2023 Action Planning Workshops, and has looked at organizational issues from and with a strategic lens.



**SUCSESSES:** Slowing down to understand VIBE initiatives within the new organizational structure.

**CHALLENGES:** Packing in planning and discussion in a one-hour per month time limit.

**UPCOMING:** Development of short- and long-term priorities by the team that support the Library's strategic direction.



## Employee Recognition Honorees

### 5 Years of service

Sarah Aanestad • Lisa L. Allen • Amanda Allenbrand • Amy Barclay • Amber Bourek Slater • Adam Clark • Emma Clark • Stephen Clay • Rachel Coones • Mitchel Finnegan • Elizabeth Freise • Kayleen Hiatt • Linda Hughes-Khan • Matthew Imrie • Jessica Janzen • Gail Keller • Brooke Kuhl • Kelsey Raper • Ruth Redenbaugh • Melissa Reser • Brendan Showen • Dana Stahl • Catherine Strayhall • Jenny Thurlow • Dianne Toplikar • Erica Voell • Phyllis Wall • Cassie White • Ashley Whitham • Jordan Young

### 10 Years of service

Dawn Brumbley • Heather Burgess • Megan Clark • Rachel Clay • Andrew Erickson • Axel Fust • Maryana Kislovsky • Catherine Manring • Sarah Mathews • Loraine McGahee • Joyce A. Mitchell • Matthew Morgan • Ronald Pettegrew • Cas Sickels • Nicole Tira • Abigail Wheeler • Mickey Willard

### 15 Years of service

Hope A.S. Harms • Karyn Henry • Christian Madrigal • Colleen Olinger • Julie Timmins • Tad Twidwell

### 20 Years of service

Vasumathi Chakravarthy • Cassidy Coles • Heather Combs • Matt Hammes • Traci Moulden • John Vincent Thurman • Angel Tucker

### 25 Years of service

Lisa Jordan • John Miller • Octavia Vonderheyde • David Vratny

## 2024 Leadership In Action award winners

Zachary Contess • Ashley Fick • Michelle Olsen • Courtney Sammis

**MINUTES JOHNSON COUNTY LIBRARY BOARD  
REGULAR MEETING**

January 09, 2025  
at Central Resource Library  
4:00 p.m.

**BOARD:** Kelly Kilgore, Charles McAllister, Chrysalyn Huff, David Sims, and Jennifer Hrabe.

**ABSENT:** Anna Van Ophem and Jeffrey Mendoza

**BOARD ATTORNEY:** Andrew Logan.

**BOCC:** Commissioner Shirley Allenbrand was unable to attend this meeting.

**STAFF:** (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Patti Kangethe, Shelley O'Brien, Elissa Andre, Scott Sime, Shanta Dickerson, Lacie Griffin, Michelle Olsen, Megan Clark, Lori Ross, Christine Peterson, Michelle Beesley, Amy Barclay, Hope Harms, Terry Pulliam, Ashley Fick,

**CITIZENS COMMENTS:**

None

**REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:**

Board member van Ophem conveyed her apologies for not being able to attend this meeting.

Board Chair Kilgore shared that she attended the library volunteer potluck and expressed that it was great to see all the volunteers and share a lot of good food. She is currently reading "The Book of Lost Names" by Kristin Harmel, a historical fiction about a young lady during World War II who was helping to smuggle children out of Paris. For her book club she is reading "The Wedding People" by Alison Espach.

**DEVELOPMENT DEPARTMENT REPORT**

Shelley O'Brien, Development/Foundation Director, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County Foundation, and the Johnson County Library Volunteers. The written reports are included in the January Library Board Report.

Ms. O'Brien reported that the Friends of the Library organized a group to attend the Kansas Library Association's Government Affairs and Advocacy Day in Topeka on Tuesday, January 28. The group included four Friends and Foundation Board members, along with several staff members, ensuring strong representation. She expressed gratitude to Johnson County legislators for their support of the library.

The Foundation had a strong year-end, raising nearly \$34,000, including a \$5,000 gift from David Westbrook in honor of Ellen Miller and increased support from the Johnson County Bar Association for incarcerated services. Ms. O'Brien highlighted many smaller donations accompanied by heartfelt

notes from across the county, which she found particularly meaningful. She concluded by inviting questions and expressing gratitude.

## **BOARD COUNSEL REPORT**

Mr. Andrew Logan, Board co-counsel, reviewed privacy; taking photographs and video in, or of, public spaces in the library.

Mr. Logan discussed photography and privacy, focusing on constitutional issues related to the First and Fourth Amendments, including search, seizure, and privacy expectations. He noted that the 1967 Supreme Court case *Katz v. United States* established the standard of a reasonable expectation of privacy. He explained that while people generally have a reasonable expectation of privacy from government intrusion, public spaces like libraries differ. For example, photos taken in public areas, such as a library lobby, typically do not violate privacy. However, settings like restrooms or personal interactions, such as photographing someone's driver's license, involve higher privacy expectations.

Mr. Logan highlighted the library's policy (ARM 60-10-30) governing security camera use, stating that images are confidential and shared with law enforcement by subpoena in certain circumstances. He emphasized the importance of context—who is taking the photo, where it's taken, and its content. For events like Library Lets Loose, disclaimers may notify attendees of photography, but individuals can request not to be photographed. He also noted that behaviors perceived as harassment, including unwanted photography, could be addressed as patron behavior issues.

Board Chair Kilgore asked if issues had arisen with patrons being photographed or videoed without consent, specifically asking about during elections. Mr. Logan noted it was possible, citing state laws prohibiting photography in voting booths. County Librarian Suellentrop mentioned past concerns about harassment involving cameras and noted such incidents had become rare, as people are now more accustomed to being photographed.

## **COUNTY LIBRARIAN REPORT**

### **Finance Report**

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

Mr. Vratny reported that at the end of October 2024 that the library had collected nearly \$52.3 million, representing over 90% of the budgeted revenue for the year. Expenditures totaled \$50.9 million, or 87% of the budget, leaving the library in good financial shape as it closed out the year.

### **COMPREHENSIVE LIBRARY MASTER PLAN**

Scott Sime, Project and Event Manager, and Megan Clark, Project Coordinator, presented on the Comprehensive Library Master Plan, these reports are included in the January Board Report.

### **Spring Hill and De Soto**

Megan Clark, Project Coordinator, provided an update on the Spring Hill and De Soto building renovations.

Ms. Clark provided an update on the Spring Hill and De Soto projects. The schematic design phase was nearing completion, with design development set to follow. An RFP for a construction manager was expected to be issued soon, with a selection committee in place, including library and facilities staff. Observers Board Member Van Ophem and McAllister were invited to the interviews. The updated timeline projected design work continuing into Q2, with bidding and construction to follow. Ms. Clark emphasized that questions about the RFP should go through official channels and noted the timeline would be refined once the construction manager was on board.

### **Overall Timeline**

Scott Sime, Project and Event Manager, reported on the Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2024 timeline are included in the January Board Report.

Mr. Sime provided an update on the Capital Improvement Plan (CIP) timeline. He noted ongoing progress with De Soto and Spring Hill, as well as a programming study for Corinth, with no major updates. For 2025, he outlined several projects, including landscaping and sprinkler installation at Central after west wall repairs, sidewalk and parking improvements at Farley Street, and ADA upgrades and outdoor seating at Leawood. He also detailed major renovations planned for Oak Park, such as roofing, flooring, shelving, and parking lot upgrades, which may require a closure request. Lastly, he mentioned upcoming installations and upgrades to building automation systems for remote system monitoring and control.

### **UPDATES – Tricia Suellentrop, County Librarian**

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

### **Leadership in Action (LIA) 2024 Award Winners**

Tricia Suellentrop, County Librarian, reported on the Leadership in Action (LIA) 2024 Award Winners, included in the January Board Report.

Ms. Suellentrop recognized four staff members for receiving Leadership in Action awards, which honor exceptional contributions to the library. **Ashley Fick**, a program coordinator, was commended for her leadership in civic engagement, fostering transformative partnerships for voter education and democratic participation, such as legislative coffees and candidate forums. **Courtney Sammis**, a library web content developer, played a vital role in internal communication during the library's reorganization, providing a staff-centered perspective while bringing authenticity, humor, and positivity to her work. **Michelle Olsen**, in addition to her role as circulation manager, stepped into additional leadership responsibilities during the reorganization, supporting branch operations with adaptability and grace. **Zach Contess**, a patron services specialist, excelled in leading the English Language Learner program, demonstrating creativity, patience, and professionalism while supporting volunteers and program participants during organizational changes. Nominations for these awards came from both peers and managers, and the library is exploring ways to support the continued development of award recipients.

### **Warming Center Update**

Tricia Suellentrop, County Librarian, reported on library locations as Warming Centers.

Ms. Suellentrop reviewed that the Library Board authorized the County Librarian to open a library as a warming center during extreme weather on holidays, and this was unnecessary over Christmas and

New Year's as area churches provided services instead. Although no library buildings were utilized, plans remained in place for Martin Luther King Day if needed, with weather conditions to be assessed closer to the date. The library planned to meet with county partners in February or March to discuss a long-term structure for addressing similar situations, potentially allowing for a more consistent and established process.

### **Antioch Property Sale Update**

Tricia Suellentrop, County Librarian, reported on the status of the Antioch Property Sale.

Ms. Suellentrop reported that the City of Merriam and the Library Board approved the Antioch property sale contract in December. The next step was scheduled for the Board of County Commissioners' agenda review on January 16th and an action agenda on January 23rd. Preparations included inspections, property title due diligence, coordination with city and county partners, and relocating maintenance team offices and equipment. Staff were occasionally present at the property to complete these tasks. If the sale was ratified, the anticipated closing date was early to mid-February, around the 9th or 10th.

### **Corinth Library Replacement Project Update**

Tricia Suellentrop, County Librarian, reported on the status of the Corinth Library Replacement Project.

Ms. Suellentrop recalled that in November, the Library Board directed staff to explore alternate sites for the Corinth Library replacement project in addition to the existing site. Library staff have begun working with a consultant to assess the Prairie Village service area for potential sites that fit the building footprint. The analysis was planned for completion later in 2025, allowing time to consider properties that might become available in the spring or summer. Since design was scheduled for 2026, there was no urgency, and the current Corinth Library remained a viable option. Once the report was completed, the Board would decide whether to explore further or decide between the existing site and alternate options.

## **CONSENT AGENDA**

### **A. Action Items:**

1. Minutes of the December 12, 2024 Regular Library Board meeting
2. 2025 renewal of Memoranda of Understanding (MOU); City of Edgerton
3. Action Item: Consideration of renewal of MOU with the Johnson County Genealogy Society
4. Action Item: Consideration of renewal of MOU with the Catholic Charities
5. Action Item: Consideration of renewal of MOU with DTI/AIMS
6. Action Item: Consideration of renewal of MOU with InterUrban ArtHouse
7. Action Item: Consideration of renewal of MOU with County Payroll

### **B. Information Items**

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for November 2024 were handled in accordance with library and County policy.
- b) The November 2024 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures.

C. Gift Fund Report

a. Treasurer's Report

**Motion: Mr. McAllister** moved the Library Board of Directors approve the consent agenda.

**Second: Mr. Sims seconded** this motion.

**Motion was approved unanimously.**

I. **Old Business**

A. Action Item: Consideration of Collection Development Policy

Lacie Griffin, Collection Development Manager, presented the Collection Development Policy briefing sheet, as included in the January Library Board Report.

**First Motion: Ms. Hrabe** moved that the Library Board approves the Collection Development Policy, with the proposed changes, for the 2025-2026 renewal cycle.

**Second: Mr. Sims seconded** this motion.

**Motion was approved unanimously.**

**Second Motion: Ms. Hrabe** moved the Library Board re-affirms ARM 30-10-10, the Collection Policy Statement.

**Second: Mr. McAllister seconded** this motion.

**Motion was approved unanimously.**

B. Action Item: Consideration for Amendment to Resolution 2024-01, regarding disposal of surplus personal property

Scott Sime, Project and Events Manager, presented the MOU with Johnson County Genealogy, as included in the December Library Board Report.

**Motion: Ms. Huff** moved that the Library Board adopt Resolution 2025-01 which amends Resolution 2024-01, declaring furniture, fixtures, and equipment located in the existing Antioch Library and the Library Support Services Building as surplus property of no value and authorizing their disposal.

**Second: Ms. Hrabe seconded** this motion.

**Motion was approved unanimously.**

## **II. New Business**

### **A. Informational Item: 2026-2030 Capital Improvement Plan (CIP) Submission**

Dave Vratny, Finance Director, presented the 2026-2030 Capital Improvement Plan (CIP) Submission, as included in the January Library Board Report.

### **B. Informational Item: Consideration of renewal of MOU with the Johnson County Community College Adult Education**

Adam Wathen, Associate Director for Branch Services, presented the MOU with the Johnson County Community College Adult Education, as included in the January Library Board Report.

### **C. Informational Item: Consideration of changes to ARM 20-10-90 Fees**

Michelle Beesley, IT Manager, presented the changes to ARM 20-10-90 Fees, as included in the January Library Board Report.

Board Chair Kilgore asked why a patron would scan and print versus using a photocopier. Ms. Beesley explained that the current photocopiers already function as scanners, allowing users to scan and print. However, the new system being piloted would focus on dedicated scanners for scanning to email or saving to a thumb drive, with no charges for scanning. Printing would still incur a fee and would be output from a printer instead of a photocopier.

When asked about account balances, Ms. Beesley noted that everything was progressing as expected, with no significant issues requiring revisiting the system. Board Chair Kilgore expressed concern about the large number of balances and hoped they would be used up to avoid issuing refund checks. Ms. Beesley confirmed this would be ideal and mentioned next steps, including action on the matter next month and resetting the fee schedule. A year-long study was planned to evaluate the concept of a free printing allowance.

### **D. Informational Item: Consideration of OCLC Contract**

Dave Vratny, Finance Director, and Jennifer Mahnken, Associate Director for System Wide Services, presented the OCLC Contract, as included in the January Library Board Report.

The Board discussed the proposal to enter into a three-year contract for a service the library has been using for decades. Jennifer Mahnken explained that a multi-year contract would result in savings by locking in annual cost increases at 2.5% rather than the typical 3% or higher. Mr. Vratny noted that this approach would provide cost stability over the term and align with historical trends. Additionally, a portion of the cost

is shared with county departments like Parks and Recreation and the Historical Society, helping to reduce the library's financial burden.

Mr. Sims praised the team for their efforts to consolidate costs and reduce wasteful spending, highlighting the benefits of shared services. He also commended their collaboration with entities such as the City of Olathe, which contributes \$625,000 to the agreement.

County Librarian Suellentrop acknowledged the contributions of several staff members, including past Leadership In Action Award winners, who were instrumental in achieving these efficiencies.

### III. Executive Session: Personnel Review

**Motion: Mr. McAllister** 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.

The Library Board will reconvene in this meeting room at 5:25 p.m.

**Second: Mr. Sims seconded** this motion.

**Motion approved unanimously.**

\*Johnson County Human Resource Partner was not able to attend.

Library Board returned at 5:15pm.

## ADJOURNMENT

**Motion: Mr. Sims** moved to adjourn the meeting.

**Second: Mr. McAllister seconded** this motion.

**Motion approved unanimously.**

Meeting adjourned at 5:16 p.m.

SECRETARY \_\_\_\_\_  
Anna Van Ophem

CHAIR \_\_\_\_\_  
Kelly Kilgore

SIGNED \_\_\_\_\_  
Tricia Suellentrop, County Librarian

**To:** Library Board of Directors

**From:** Tricia Suellentrop, County Librarian

**Date:** February 13, 2025

**Re:** Memorandum of Understanding with Johnson County Community College

---

**Issue:** Partnership with Johnson County Community College Adult Education program

**Suggested Motion:** *This item is on consent; an individual motion will only be needed if pulled from consent.*

I move that the Johnson County Library Board of Directors approves the Memorandum of Understanding (MOU) with Johnson County Community College Adult Education program for the year 2025.

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

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

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

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

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

**Recommendation:** We recommend approving the memorandum of understanding with Johnson County Community College.

**Legal Review:** Reviewed by Counsel

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

THIS AGREEMENT is made and entered into for the year 2024-2025 between the JOHNSON COUNTY COMMUNITY COLLEGE, OVERLAND PARK, KANSAS, hereinafter referred to as JCCC or the College, and Johnson County Library, Kansas, hereinafter is referred to as the Library.

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

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

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

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

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

NOW THEREFORE JCCC and the Library agree as follows:

- I. Johnson County Community College shall:
  - a. Provide professional instructors to supervise, instruct, and coordinate JCAE at Gardner.
  - b. Provide student assessment and counseling for JCAE participants in the above library centers.
  - c. Recruit, train and supervise volunteers for JCAE and the above Library literacy centers.
  - d. Promote JCAE library centers and use the Library in general.
  - e. Select appropriate training materials for volunteers and participants.
  - f. In exchange for the space provided to JCCC by the Library, act as a resource by providing space periodically for library activities in accordance with JCCC policies and procedures.
  - g. Seek other opportunities for collaboration and mutual benefit.
  
- II. Johnson County Library shall:
  - a. Act as a resource by providing space for JCAE at Gardner library.
  - b. Provide general support for grant applications sought by JCAE to promote literacy and/or adult education programs as appropriate.
  - c. Offer donated weeded materials that may be of interest to JCAE (such as literature appropriate for adult beginning readers) by means of working with the Friends of the Library to select and deliver materials to JCAE sites via JCL courier.
  - d. Train all public services staff to be sensitive to special needs of adult learners. Library staff will be available to orient JCAE students to library services and give guidance on appropriate reading materials.
  - e. Disseminate information about JCAE.
  - f. Provide, maintain, and support personal computer (PC) workstations, hardware and software.

- g. Provide access to the Internet from all JCAE sites located within JCL facilities.
- h. Seek other opportunities for collaboration and mutual benefit.

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

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

JOHNSON COUNTY COMMUNITY COLLEGE

---

Elisa Waldman  
VP Workforce Development and Continuing Education  
Date: \_\_\_\_\_

JOHNSON COUNTY LIBRARY

---

~~Bethany Griffith~~ Kelly Kilgore Chair,  
Library Board of Directors  
Date: \_\_\_\_\_

**JOHNSON COUNTY LIBRARY  
GIFT FUND  
TREASURER'S REPORT**  
Period: DEC-2024

		Receipts	Payments	Balance
	<b>Opening cash balance</b>			<b>\$220,792.36</b>
	Add Receipts	\$2,178.69		
	Less Payments		\$42,386.25	
	<b>Ending Cash balance</b>			<b>\$180,584.80</b>
	Less Liabilities		\$12,011.51	
	<b>Unobligated cash balance</b>			<b>\$168,573.29</b>

**APPROVED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** February 13, 2025  
**Re:** Johnson County Library's 2026-2030 Capital Improvement Program (CIP) Submission

---

**Issue:** 2026-2030 Capital Improvement Program (CIP) Submission.

**Suggested Motion:** I move the Library Board of Directors approve the Library's proposed 2026-2030 Capital Improvement Program (CIP) submission.

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

This upcoming 2026 budget plan will cover the 5-year capital planning period of FY 2026 to FY 2030. The numbers included in the February submittal have been updated by our Facilities partners and have factored in inflationary concerns based on industry projections for construction inflation.

After the February Library Board action these CIP requests will be presented to the County CIP Committee, who will review and forward these recommendations on to the County Manager. Also, these updated CIP numbers in conjunction with updated revenue estimates will be presented to the Library Board Committee in March of 2025 and included in the County Librarian's 2026 budget proposal that will be requesting action by the Library Board in April of 2025. The approval of a 2026 budget proposal in April is what gets submitted to the County Manager and included in what goes forward to the BOCC in May 2025 for consideration of approval. The BOCC will vote on their final budget for 2026 in late August or early September of 2025.

**Analysis:** The order of the projects is in alignment with what was recently reaffirmed at the October 2024 Library Board Retreat.

**Funding Overview:** The projects listed currently fit the projected budget resources in the balanced multi-year budget plan.

**Alternatives:** The Library Board could recommend changes to the order of projects or what is included for submission for the 2026-2030 CIP.

**Recommendation:** To approve the 2026-2030 Capital Improvement Program (CIP) proposal as presented for submission.



Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop		
Project:	Capital Replacement Plan ( CRP)	Priority #	0	Year Requested	2026

Capital Expenditures	Prior Year	2026	2027	2028	2029	2030	Project Total
Building Envelope / Roofing / Exterior Building Signage		577,691	678,392	794,559	884,234	973,123	3,907,999
Parking Lots / Site Repair / Irrigation / Landscaping/ADA		654,840	186,966	278,342	719,533	444,356	2,284,037
Interior Work / Finishes / ADA		250,000	1,220,648	656,569	1,177,827	657,988	3,963,032
<b>Subtotal</b>	<b>0</b>	<b>1,482,531</b>	<b>2,086,006</b>	<b>1,729,470</b>	<b>2,781,594</b>	<b>2,075,467</b>	<b>10,155,068</b>
<b>Equipment Expenditures</b>							
Building HVAC / Electrical Equip Replacement		793,345	479,269	998,623	528,916	651,321	3,451,474
FFE		446,513	824,460	782,250	643,100	675,800	3,372,123
<b>Subtotal</b>	<b>0</b>	<b>1,239,858</b>	<b>1,303,729</b>	<b>1,780,873</b>	<b>1,172,016</b>	<b>1,327,121</b>	<b>6,823,597</b>
<b>Start-Up Capital</b>							
							C
							C
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Capital</b>	<b>0</b>	<b>2,722,389</b>	<b>3,389,735</b>	<b>3,510,343</b>	<b>3,953,610</b>	<b>3,402,588</b>	<b>16,978,665</b>

Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: JCL Capital Replacement Program (CRP)

Date of Submittal: 1/24/25

Department Priority: System

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

**Description:**

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

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

**Examples of building systems contained in the CRP include but are not limited to: heating, ventilation, and air conditioning (HVAC), e.g. remote terminal units, air handling units, etc.; exterior building envelope, e.g. roofs, building skin, windows, doors, exterior signage, etc.; vertical systems, e.g. stairs, elevators, etc.; mechanical, electrical, and plumbing (MEP) systems, e.g. restrooms, sewers, panels, switchgear; dock lifts, life safety systems, e.g. fire sprinklers, alarms, etc.; structural systems, e.g. foundations, slabs, roof framing, etc.; interior construction, e.g. partition walls, ceilings, doors, finishes, furniture, fixtures, and equipment, etc.; site work, e.g. sidewalks, grading, parking, stormwater systems, etc.**

**In 2019, a comprehensive study of the systems in each Library facility was completed by VFA/Accruent and that has been used to determine budget forecast, scope of work, and timing of CRP requests for 2026 to 2030. This study is in constant evolution, balanced by the on-site experience of the FAC Maintenance group, Archibus reports, and the changing conditions of the building systems and mechanical components.**

**Benefits of Project and Impact if Not Completed:**

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

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

**Services provided differ as CRP projects occur at a variety of buildings throughout the Library system. The CRP ensures that the useful life of Library buildings is maximized and new construction and/or**

## Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form

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

---

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

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

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

### Performance Measures and Strategic Priorities:

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

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

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

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop		
Project:	Corinth Library Replacement	Priority #	1	Year Requested	2026

Capital Expenditures	Prior Year	2026	2027	2028	2029	2030	Project Total
Preliminary Studies	140,000						140,000
Land Acquisition							
Design/Consulting	250,000	3,082,778	1,052,106				4,384,884
Construction			13,404,029	11,069,428			24,473,457
Public Art			331,040				331,040
<b>Subtotal</b>	<b>390,000</b>	<b>3,082,778</b>	<b>14,787,175</b>	<b>11,069,428</b>			<b>29,329,381</b>
<b>Equipment Expenditures</b>							
Furnishings, Fixtures and Equipment (FFE)				4,105,728			4,105,728
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,105,728</b>	<b>0</b>	<b>0</b>	<b>4,105,728</b>
<b>Start-Up Capital</b>							
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Capital</b>	<b>390,000</b>	<b>3,082,778</b>	<b>14,787,175</b>	<b>15,175,156</b>	<b>0</b>	<b>0</b>	<b>33,435,109</b>

Capital Improvement Program - Project Operating Expenses

Department:	Library	Submitted by:	Tricia Suellentrop		
Project:	Corinth Library Replacement	Department Priority #	1	Year Project Requested	2026

Personnel Expenditures (Position Title)	Grade	FTE	Hourly Amount	Start Date	2026	2027	2028	2029	2030	Estimated Annual Cost
Patron Services Specialist	14.14	1.00	28.00	1/3/2028			85,932	88,510	91,165	85,932
Patron Services Specialist	14.14	1.00	28.00	1/3/2028			85,932	88,510	91,165	85,932
Library Clerk	13.13	1.00	25.00	1/3/2028			78,600	80,958	83,387	78,600
Library Clerk	13.13	1.00	25.00	1/3/2028			78,600	80,958	83,387	78,600
<b>Subtotal</b>		4.00			0	0	329,064	338,936	349,104	329,064
<b>Contractual (On-Going)</b>	<b>Account Code</b>		<b>Date</b>							
Subtotal					0	0	0	0	0	0
<b>Commodities (On-Going)</b>	<b>Account Code</b>		<b>Date</b>							
Subtotal					0	0	0	0	0	0
<b>Capital Outlay (On-Going)</b>	<b>Account Code</b>		<b>Date</b>							
Subtotal					0	0	0	0	0	0
<b>Start-Up (One-Time)</b>	<b>Account Code</b>		<b>Date</b>							
Subtotal					0	0	0	0	0	0

Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form

Department/Agency: Library

Submitted by: Tricia Suellentrop

Project Name: Corinth Library Replacement

Date of Submittal: 1/24/25

Department Priority: 1

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

**Description:**

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

The approximately 20,000 square foot Corinth Library building is in relatively poor condition. In 2024 the Library, City of Prairie Village, and YMCA participated in a conceptual design study that the Prairie Village City Council ultimately rejected. The Library expects to complete a programming study in 2025 that will update and verify programmatic needs, as well as an analysis of potential alternate sites. This project would build a replacement Library at a site that is to be determined.

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

**Benefits of Project and Impact if Not Completed:**

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

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

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

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

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

**The following timeline is anticipated and may change:**

Architect Selection

Q3 2026

**Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form**

<b>Program Verification/Design and Documentation</b>	<b>Q4-Q3 2027</b>
<b>Bidding/Approvals</b>	<b>Q4 2027</b>
<b>Construction</b>	<b>Q4-Q4 2027-2028</b>
<b>Furniture Installation/Move in</b>	<b>Q1 2028</b>
<b>Opening</b>	<b>Q1 2028</b>

**Because this building replacement would add a drive-thru and potentially additional meeting space, we anticipate up to 4 FTE of new positions.**

**Performance Measures and Strategic Priorities:**

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

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

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

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop
Project:	Project 1	Priority #	2
		Year Requested	2029

Capital Expenditures	Prior Year	2026	2027	2028	2029	2030	Project Total
Preliminary Studies							0
Land Acquisition							0
Design/Consulting					4,548,354		4,548,354
Construction						18,296,046	30,493,410
Public Art					350,417		350,417
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,898,771</b>	<b>18,296,046</b>	<b>35,392,181</b>
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)						3,510,863	5,851,438
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,510,863</b>	<b>5,851,438</b>
Start-Up Capital							
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Capital</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,898,771</b>	<b>21,806,909</b>	<b>41,243,620</b>

Completed Project total (Est 2031)

**Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form**

**Department/Agency:** Library

**Submitted by:** Tricia Suellentrop

**Project Name:** CLMP Study Project #1

**Date of Submittal:** 1/24/25

**Department Priority:** 2

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

**Description:**

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

**The Library will be refreshing its 2015 Comprehensive Library Master Plan (CLMP) Study with updated planning data for facilities as well as consideration of future Library services, programming, and technology. We know there will be future capital requests and this item serves as a placeholder for the first prioritized capital project out of the updated CLMP.**

**Benefits of Project and Impact if Not Completed:**

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

**This first project out of the newly updated CLMP will provide the community with the same high level of service seen at recent Library renovations and new constructions. A programming study will be needed to determine services and spaces, and the associated costs. A replacement facility will be better able to meet the needs of the public and staff.**

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

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

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

**The following timeline is anticipated and may change:**

<b>Programming Study</b>	<b>Q4-Q1 2027-2028</b>
<b>Architect Selection</b>	<b>Q1 2029</b>
<b>Program Verification/Design and Documentation</b>	<b>Q2-Q4 2029</b>
<b>Bidding/Approvals</b>	<b>Q1 2030</b>

**Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form**

<b>Construction</b>	<b>Q2-Q2 2030-2031</b>
<b>Furniture Installation/Move in</b>	<b>Q3 2031</b>
<b>Opening</b>	<b>Q3 2031</b>

**Performance Measures and Strategic Priorities:**

---

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

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

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

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:	Tricia Suellentrop
Project:	Project #2	Priority #	3
		Year Requested	2030

Capital Expenditures	Prior Year	2026	2027	2028	2029	2030	Project Total
Preliminary Studies							0
Land Acquisition							0
Design/Consulting						766,580	5,110,531
Construction							34,262,396
Public Art							374,335
<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>766,580</b>	<b>39,747,262</b>
Equipment Expenditures							
Furnishings, Fixtures and Equipment (FFE)							6,583,936
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,583,936</b>
Start-Up Capital							
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Capital</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>766,580</b>	<b>46,331,198</b>

**Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form**

**Department/Agency:** Library

**Submitted by:** Tricia Suellentrop

**Project Name:** CLMP Study Project #2 –  
Programming Study

**Date of Submittal:** 1/24/25

**Department Priority:** 3

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

**Description:**

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

**The Library will be refreshing its 2015 Comprehensive Library Master Plan (CLMP) Study with updated planning data for facilities as well as consideration of future Library services, programming, and technology. We know there will be future capital requests and this item serves as a placeholder for the second prioritized capital project out of the updated CLMP.**

**Benefits of Project and Impact if Not Completed:**

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

**This second project out of the newly updated CLMP will provide the community with the same high level of service seen at recent Library renovations and new constructions. A programming study will be needed to determine services and spaces, and the associated costs. A replacement facility will be better able to meet the needs of the public and staff.**

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

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

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

**The following timeline is anticipated and may change:**

**Programming Study**

**Q2-Q3 2030**

**Performance Measures and Strategic Priorities:**

**Capital Improvement Program FY 2026 – FY 2030 Capital and Operating Impact Form**

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

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

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

---

**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** February 13, 2025  
**Re:** Update to ARM 20-10-90 Fee Schedule

---

**Issue:** Update to ARM 20-10-90 Fee Schedule to Reflect Addition of Remote Print Service and Update Costs of Single-sided and Double-sided Print Jobs

**Suggested Motion:** I move that the Johnson County Library Board of Directors approve revisions to Administrative Regulation Manual policy 20-10-90 Fee Schedule.

**Background:** ARM 20-10-90 currently defines the Fee schedule for “Printed Copies.” With the adoption of new public computer reservation and management systems, a new service for patrons to print from personal computers, tablets, and laptops to Library printers has been implemented. This new service is used by patrons outside Library buildings and inside Library buildings from their own devices.

The cost for printing is currently defined as \$0.15 per “page” for black and white and \$0.50 per “page” for color. The term “page” for black and white was in effect \$0.15 for single-sided and \$0.15 for double-sided. The term “page” was used for both single-sided and double-sided, causing confusion. The new print management system does not allow charging for \$0.15 for double-sided black and white; it requires charging per printed side.

**Analysis:** Since rollout of the new system on October 28, 2024, patrons are using the remote/cloud print service with positive feedback.

During implementation of the new print management system, several options for printing charges were explored. Staff recommend updating the fee schedule to reflect:

- \$0.15 single-sided, \$0.30 for double-sided black & white print and photocopy
- \$0.50 single-sided, \$1.00 for double-sided color print and photocopy

This would change costs for double-sided black and white print jobs only. And accurately reflect double-sided color print jobs that were not offered in the old system. This proposal aligns the costs of prints from Library Computers, Scanners/Photocopiers, and/or Remote Print Service.

**Funding Overview:** The Library recently purchased and implemented new systems for payments for printing, both cash and payment card are accepted with self-service option.

**Alternatives:** Different fee schedule could be accommodated by the system.

**Recommendation:** Update the language in ARM 20-10-90 Fee Schedule as attached redline document to reflect single and double-sided costs, allow for remote printing, allow from printing from scanners.

**Purchasing Review:** N/A

**Budget Review:** Reviewed.

**Legal Review:** This policy has been reviewed and certified by legal counsel.

## ADMINISTRATIVE REGULATIONS

TAB: Patron Services

DOCUMENT NUMBER: 20-10-90

SECTION: General Patron Services

SUBJECT: FEE SCHEDULE

### SUMMARY

This regulation describes charges made to patrons for direct services.

### Effective Date:

**October 4, 2017**

Reviewed:

November 7, 2019

October 27, 2021

November 14, 2024

**February 13, 2025**

### AUTHORITY FOR FEES

a. Fees may be adopted or changed only by the Library Board of Directors. The County Librarian may adopt procedures to implement the terms of this regulation.

### REGULAR FEE SCHEDULE

b. The Fee Schedule for services available from public service desks is as follows:

Service	Fee Charged
Ear Buds	\$2.00
Interlibrary Loan	Actual charge from the loaning institution for lending materials
Photocopies	<del>\$.15 per black and white exposure</del> <b>\$0.15 single-sided or \$0.30 for double-sided black and white</b> <del>\$.50 per color exposure</del> <b>\$0.50 single-sided or \$1.00 for double-sided color</b> This fee is waived for patrons receiving service under Service to Homebound Patrons (ARM 20-15-50)
<del>Printed Copies</del> <b>Prints from Library Computers, Scanners, or Remote/Cloud Print Service</b>	<del>\$.15 per page for black and white</del> <b>\$0.15 a page single-sided or \$0.30 for double-sided black and white</b> <del>\$.50 per page for color</del> <b>\$0.50 a page single-sided or \$1.00 for double-sided color</b>
Materials Recovery Fee	\$10.00 per patron account handled by the materials recovery vendor.
Returned Check Fee	\$25.00

~~November 14, 2024~~ **February 13, 2025**

**ARM 20-10-90**

**End**

**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** February 13, 2025  
**Re:** **OCLC, Inc. product and service renewals**

---

**Issue:** Renewal of OCLC, Inc. subscriptions for software, services, and member-contributed bibliographic data that enables core methods for providing access to materials and information.

**Suggested Motion:** I move the Library Board of Directors approves the OCLC Framework Agreement with a 3-year renewal commitment at a guaranteed 2.5% annual cost increase.

**Background:**

Dating back to 1967, OCLC, Inc. is a nonprofit, membership-based organization that uniquely supports a wide array of library service lines by providing library-specific technologies and infrastructure for exchange of cooperatively-contributed bibliographic data among members. Membership is granted by subscribing to qualified products and services.

Johnson County Library has been an OCLC member for decades as various JCL departments have independently subscribed to OCLC products that provide the foundation for core library functions: cataloging, interlibrary loan, local digital collections, remote access to numerous eResources, etc. In 2022, OCLC began switching its month-by-month services to annual subscriptions, and as of January 1, 2025, all of JCL's renewals align for the calendar year. The 2025 renewals under a consolidated Framework Agreement exceed \$150,000, prompting Library Board action in order to proceed.

**Analysis:**

JCL's existing subscriptions to OCLC's sole-source products, services, and member-contributed bibliographic data enable efficient, reliable discoverability and access to JCL collections and resources worldwide. Renewal under the Framework Agreement enables JCL to maintain baseline service levels. JCL and OCLC negotiated pricing for 1-year and 3-year commitments:

**1-year renewal**

- Totals \$169,109.47 for 2025 for an overall 3% increase (\$4,891.74) over 2024.
- Subsequent renewals will be determined annually. Historically overall OCLC products have annually increased approximately 3%, compounded year over year.

**3-year renewal**

- Totals \$168,288.39 for 2025 for an overall 2.5% increase (\$4,070.66) over 2024.
- Subsequent renewals are set to increase 2.5% for 2026 and 2027, invoiced annually.
- Guaranteed savings of \$821.08 for 2025 and estimated compounded savings of \$5,100 for 2025-2027 combined.
- During the 3-year period subscriptions can be added and/or swapped for comparable products, and OCLC would modify the contract to reflect the change.

JCL departments intend to maintain respective OCLC subscriptions through at least 2027, regardless of renewal option. Most are sole-source solutions, so implementing alternatives to support these core service lines would require significant staff time and resources amidst other JCL strategic priorities to research, develop, test, and migrate – and in many cases no

alternative can replace the member collaboration and contributions garnered from the OCLC community. The 3-year renewal commitment for planned subscriptions offers immediate and long-term compounded savings that are advantageous for JCL's budget and fiscal stewardship with applicable partners.

**Funding Overview:**

These renewals of existing services are paid from the Operating Fund, and applicable JCL departments have budgeted accordingly for 2025.

- **Cataloging & Metadata, WebDewey:** Technical Services Department covers all costs.
- **CONTENTdm:** Collection Development Department shares 50% of cost with Johnson County Parks & Recreation District, on behalf of the Johnson County Museum, to support JoCoHistory local digital collections, per the Memorandum of Understanding with JCPRD.
- **EZproxy:** Information Technology Department covers all costs, including licenses for both JCL and Olathe Public Library for remote access to eResources, per the Joint Governance Committee as set forth in the Interlocal Agreement with the City of Olathe. Cost-sharing may be reevaluated in future years.
- **WorldShare ILL, ILLiad:** Interlibrary Loan Department covers all costs.

**Alternatives:**

- Renew OCLC subscriptions with a 1-year commitment to maintain service at negotiated annual cost.
- Forego renewal of part or all OCLC subscriptions, halting affected JCL service lines while researching and developing potential alternatives.

**Recommendation:** Approval of the OCLC Framework Agreement with a 3-year renewal commitment at guaranteed 2.5% annual cost increase.

**Purchasing Review:** OCLC has provided documentation indicating that OCLC is the sole provider of these services; this is sufficient for JCL to forego a competitive procurement process. The Johnson County Library Board of Directors is required to approve all library purchases of professional services from private entities that are \$150,000 or more.

**Budget Review:** Ongoing renewal costs are planned for in the Operating budget for 2025 and future years.

**Legal Review:** This has been reviewed and certified by legal counsel.

# Complete Library Services

## For Effective Staff Workflows & Patron Support



### **OCLC Proposal** Johnson County Library OCLC Services

November 19, 2024

---

Lucille Windsor  
Senior Public Library Services Consultant  
614-787-2236  
[windsorl@oclc.org](mailto:windsorl@oclc.org)

THIS PAGE INTENTIONALLY LEFT BLANK



November 19, 2024

Hope Harms  
Digital Access & Cataloging Specialist  
Johnson County Library  
9875 W. 87th Street  
Overland Park, KS 66212  
Email: [harmsh@jocolibrary.org](mailto:harmsh@jocolibrary.org)

Dear Hope:

Enclosed is OCLC's proposal to renew the Johnson County Library's Cataloging and Metadata, WebDewey, WorldShare ILL, EZProxy, CONTENTdm, and ILLiad subscriptions. Doing so will help your libraries continue to broaden the discovery of and access to their resources while streamlining these everyday processes for library staff.

As always, overarching these services are OCLC's knowledgeable Customer and Operations Support as well as ongoing training resources to ensure staff maximize their use of the services.

OCLC looks forward to continuing our relationship to help you serve your libraries. Please forward any questions and/or additional instructions to Lucille Windsor, your Senior Public Library Services Consultant, at 614-787-2236 or [windsorl@oclc.org](mailto:windsorl@oclc.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie Presas".

Julie Presas  
Vice President & General Counsel

# Table of Contents

<b>Proposed Services</b> .....	<b>1</b>
Cataloging and Metadata .....	1
WebDewey .....	2
WorldShare ILL .....	2
EZProxy .....	2
CONTENTdm .....	3
ILLiad .....	3
<b>Pricing</b> .....	<b>5</b>
1-Year and 3-Year Renewal Pricing for Current Services .....	5
<b>Sole Source Letter</b> .....	<b>8</b>
<b>Framework Agreement</b> .....	<b>11</b>

## Proposed Services

Below are brief descriptions of the services proposed for renewal.

### Cataloging and Metadata

An OCLC Cataloging & Metadata Subscription delivers the tools you need to expand your libraries' impact by registering your collections in WorldCat, allowing you to contribute and access new, quality WorldCat records for your unique materials.

- **WorldShare Record Manager** - WorldShare Record Manager allows library staff to create new and enrich existing items in WorldCat with efficient, record-at-a-time metadata management for physical and electronic materials using either a MARC 21 editor or a Text View editor. Plus, with Record Manager, you can set and delete WorldCat holdings and export bibliographic records.
- **WorldShare Collection Manager** - WorldShare Collection Manager streamlines electronic and print workflows, which saves staff time and improves your catalog, so all your resources are easier for your users, other libraries, and people around the world to find, request and access.

A WorldCat data sync collection allows you to maintain your holdings in WorldCat, including local bibliographic data and local holdings records. Plus, you can match brief records in your local system to current WorldCat records so your patrons can benefit from a more complete representation of your holdings.

- **Connexion** - Connexion is available in a Windows-based version, supporting advanced, personalized workflows, allowing you to easily share work, data, and resources with other libraries and OCLC applications.
- **Z39.50** - Your subscription provides access to APIs and the Z39.50 protocol to support the processes that work best for your libraries.

OCLC Cataloging is based on WorldCat, the world's largest bibliographic database with over 559 million records available for copy cataloging in more than 490 languages. It includes everything available to users in your library and from libraries around the world.

In addition, the WorldCat knowledge base is included at no extra cost, providing access to more than 79 million records and more than 28,000 content collections from 676 providers. It connects your library users to your electronic content, combining data about your e-resources with linking features that make the collections easier to find, share, manage and use. Like data in the WorldCat bibliographic catalog, knowledge base data are not tied to a particular application, so you can streamline electronic content workflows across multiple systems.

The WorldCat knowledge base's cooperatively maintained collections continue to grow with content from libraries and publishers from around the world. Because OCLC is a non-profit, vendor-neutral cooperative, the WorldCat knowledge base is the only source that includes records from both EBSCO and ProQuest, Gale and Springer, and Wiley and Elsevier, among many other content suppliers.

The knowledge base also includes free and open-access materials that users can find and get alongside their libraries' materials.

Moreover, the WorldCat registry allows libraries to maintain information about their services and contacts to help information seekers find the library online. When librarians maintain their institution's location, hours, relationships, services, and contact information, the WorldCat registry populates that information on WorldCat.org and elsewhere through links on popular websites. Library staff can also share profiles with vendors and consortium members to ensure they always have the most accurate contact information.

## WebDewey

WebDewey is the electronic version of the Dewey Decimal Classification® (DDC) system. It is a full representation of all published numbers, plus other mappings and new terms that have been approved by the Dewey Editorial Policy Committee (EPC). It puts the power of the world's most widely used library classification system in the hands of metadata managers to efficiently organize their collection(s).

WebDewey is the easiest way to use the DDC to organize and classify library collections. By using it, metadata managers have the most up-to-date DDC numbers available that are based on an array of continually evolving topics and languages. WebDewey also includes:

- Searching or browsing DDC numbers, Library of Congress Subject Headings (LCSH) and mapped MeSH headings
- Adding your own notes and displaying them in context
- An easy-to-navigate, simple user interface that is suitable for the novice as well as the power user

## WorldShare ILL

OCLC provides WorldShare ILL directly to the library, automating your interlibrary borrowing and lending processes through the largest resource-sharing network in the world. It connects seamlessly to WorldCat and the OCLC ILL Policies Directory so staff can find lenders easily. WorldShare ILL allows libraries to extend their collections to the holdings of the world's libraries through the OCLC resource sharing network of more than 10,000 libraries in more than 50 countries. WorldShare ILL is built on top of WorldCat, providing access to over 3 billion holdings. Libraries can reach out to OCLC's network of resource-sharing libraries to supply library users with the electronic or print resources they need, including those hard-to-find items.

Using our smart fulfillment capabilities, libraries can achieve up to 30% faster turnaround times. Additionally, requests for copies are typically filled within 24 hours, and they are often filled in as little as 15 minutes.

Our solution also simplifies ILL payments and charges by routing all fees through your regular OCLC invoice as a single debit or credit based on the aggregate of your borrowing and lending activity in a given month. **Interlibrary Loan Fee Management (IFM)** included with WorldShare ILL allows you to easily reconcile all ILL fees on a monthly basis. Staff no longer need to calculate fees, write, and mail checks and follow up on unpaid invoices. Participating libraries report an average savings of more than \$45 per request by eliminating invoices and check writing for individual transactions.

Through WorldShare ILL's statistics feature, you can show stakeholders how much your users and other libraries rely on your ability to support ILL. You also can analyze borrowing and lending patterns in your library to refine staffing, workflows, policies, and preferences.

## EZProxy

EZproxy allows your libraries to deliver e-resources to your patrons simply and securely no matter where or when they are searching. EZproxy was built to advance the crucial role libraries play in protecting patron privacy and influencing learning outcomes, making it a trusted e-resource access and authentication solution.

EZproxy remotely connects your users to the e-resources they need using their existing single sign-on credentials. EZproxy connects on their behalf with an authorized IP address so content providers permit access. You can configure it to grant access by groups to meet licensing needs and use it to support diverse curriculum since it connects to most content providers.

EZproxy protects the identity of your users and puts you in control of their workflows to determine if and with whom any user data is shared. It also uses a robust and customizable set of security rules to detect and disable compromised single sign-on credentials before they can be used to exploit any systems or data, protecting your users and community from security threats.

It logs rich insights like who is using what library resources, when, and from where, and some of these insights are included in monthly usage reports.

EZproxy connects to most identity management systems and supports many different authentication schemes. EZproxy is also set up and managed by OCLC so IT teams can focus on other projects. We provide database stanza management, software and hardware management, SSL certificate management, and more. EZproxy's flexible service options meet both library and IT needs.

## CONTENTdm

CONTENTdm digital asset management software includes integrated tools to help you quickly create a branded look and feel for your library's digital collections website, with no programming required. You can embed streaming video, include map-based browse functionality, and incorporate three levels of customization. These include adding a branded look and feel for your library's digital collections website, using programming skills to easily add in additional context, or embedding videos and maps, and using CONTENTdm's extensive APIs to embed your digital collections in your large library web presence.

CONTENTdm can handle document, image, video, and audio files of any kind, and it offers audio and video players for smooth play on mobile devices. With CONTENTdm, you have full control over your digital resources and their descriptions, access, and display. You can fully customize metadata fields and maximize end-user discovery of your materials. CONTENTdm's integration with IIIF APIs allows you to share images across collections and connect your collections with many tools and viewers.

To maximize the visibility of your unique resources via WorldCat, CONTENTdm includes the WorldCat Digital Collection Gateway for uploading your collection metadata to WorldCat—the premier database of library materials. From there, searchers can find their way to your local digital collections from WorldCat.org, WorldCat Discovery and many OCLC partner services.

Moreover, CONTENTdm includes a preservation archive so you can be sure your library's digital originals are securely stored in a purpose-built environment. Our systems regularly inspect your files to ensure that what you sent us is what you'll get back in the future. On the day your content arrives, our systems perform quality checks and record the results in a "health record" for each file. Our automated systems revisit these quality checks periodically so you receive up-to-date reports on the health of your collection.

## ILLiad

ILLiad allows library staff to replace paper-based workflows, manage a high volume of requests, and automate routine functions for borrowing and lending resources between libraries with integration into a variety of third-party systems. It allows your users to place and monitor their requests without librarian assistance and to get materials quickly.

Library users can track the status of their requests every step of the way through the easy-to-use interface of ILLiad. Whether they are in the library, a remote library location or an office, users can monitor requests so they know when to expect delivery of needed items.

ILLiad includes all the tools necessary to serve high-volume, resource-sharing libraries in a single Windows-based interface. It reduces manual processes and inefficient paper-based systems that waste staff time. It also integrates seamlessly with WorldShare Interlibrary Loan, connecting you to the world's largest interlibrary loan network.

Use services such as DOCLINE and RapidILL from within your ILLiad workflows. Efficiently access other ILL services you depend on without leaving ILLiad. You also can choose from several options available in ILLiad for delivery of electronic content.

With ILLiad hosted services, you can minimize your reliance on IT for ILLiad upgrades and reduce the amount of time your staff spends coordinating upgrades or working with outdated software. ILLiad hosted lets OCLC's experienced team manage your server-side components, software enhancements, and troubleshooting as needed, so all you have to do is update your clients.

You get 24/7 tech support from veteran OCLC staff, many with more than 10 years of experience supporting ILLiad. OCLC provides all ILLiad server components, including an IIS and MS SQL server

and a dedicated firewall. Our restricted-access computer facility holds ISO 27001 certification to keep your data safe. We perform hourly incremental and nightly full back-ups of server contents and database data, which we duplicate nightly in offsite storage.

## Pricing

1-Year Renewal Pricing for Current Services is shown below.

	FY26
Cataloging	\$67,973.76
WorldShare ILL	\$69,484.72
WebDewey	\$841.51
ILLiad License	\$9,717.62
ILLiad Hosted Server	\$9,434.81
EZproxy (KNJ)	\$799.12
EZproxy (KOP)	\$799.12
CONTENTdm Base Subscription	\$6,960.28
CONTENTdm Collection Size	\$3,098.53

3-Year Renewal Pricing for Current Services is shown below.

	FY26	FY27	FY28
Cataloging	\$67,647.75	\$70,184.54	\$72,816.46
WorldShare ILL	\$69,144.11	\$70,181.27	\$71,233.99
WebDewey	\$837.42	\$858.36	\$879.81
ILLiad License	\$9,669.99	\$9,815.04	\$9,962.27
ILLiad Hosted Server	\$9,388.56	\$9,529.39	\$9,672.33
EZproxy (KNJ)	\$795.29	\$825.11	\$856.06
EZproxy (KOP)	\$795.29	\$825.11	\$856.06
CONTENTdm Base Subscription	\$6,926.49	\$7,099.65	\$7,277.14
CONTENTdm Collection Size	\$3,083.49	\$3,160.58	\$3,239.59

\*Please see the attached quote for renewal rates and multiyear agreement terms.



# Proposal

**OCLC Symbol**  
KNJ  
**Customer ID**  
39023

**Currency**  
USD  
**Expires**  
12/31/2025

Quote # 1000099665  
11/19/2024

## Johnson County Library

9875 W 87th St  
Overland Park KS 66212  
United States

## Participant Library Johnson County Library

PO Box 2933  
Mission KS 66201  
United States

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription	\$67,973.76
3000065	WorldShare ILL	\$69,484.72
3000039	WebDewey	\$841.51
2000036	ILLiad License	\$9,717.62
2000037	ILLiad Hosted Server	\$9,434.81
3000085	EZproxy	\$799.12
3000080	CONTENTdm Base Subscription	\$6,960.28
2000066	CONTENTdm Collection Size	\$3,098.53
3000085	EZproxy Olathe Public Library (KOP)	\$799.12
<b>Total</b>		\$169,109.47

### Notes

The pricing listed above is for FY25 pricing for dates 1/1/2025 - 12/31/2025.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

For questions, please contact OCLC representative: Lucille Windsor at [windsorl@oclc.org](mailto:windsorl@oclc.org).

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties.



# Proposal

**OCLC Symbol**  
KNJ  
**Customer ID**  
39023

**Currency**  
USD  
**Expires**  
12/31/2025

Quote # 1000099666  
11/19/2024

## Johnson County Library

9875 W 87th St  
Overland Park KS 66212  
United States

## Participant Library Johnson County Library

PO Box 2933  
Mission KS 66201  
United States

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription	\$67,647.75
3000065	WorldShare ILL	\$69,144.11
3000039	WebDewey	\$837.42
2000036	ILLiad License	\$9,669.99
2000037	ILLiad Hosted Server	\$9,388.56
3000085	EZproxy	\$795.29
3000080	CONTENTdm Base Subscription	\$6,926.49
2000066	CONTENTdm Collection Size	\$3,083.49
3000085	EZproxy Olathe Public Library (KOP)	\$795.29
<b>Total</b>		<b>\$168,288.39</b>

### Notes

The renewal pricing listed above is FY25 pricing for the subscription term of 1/1/2025 - 12/31/2025. For FY26-FY27, the guaranteed price increases will be as follows:

Cataloging and Metadata, EZproxy: 3.75% over the previous year  
WorldShare ILL: 1.5% over the previous year  
WebDewey: 2.5% over the previous year  
ILLiad License and Hosted: 1.5% over the previous year  
CONTENTdm, all services: 2.5% over the previous year

This pricing is only valid if the Library commits to the full three-year subscription period, pursuant to Section 6.1 of the Framework Agreement. For avoidance of doubt, by accepting this proposal, the Library will not have the ability to terminate for convenience prior to the end of the full three-year subscription period, and may only terminate pursuant to Section 6.2 of the Framework Agreement.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

For questions, please contact OCLC representative: Lucille Windsor at [windsorl@oclc.org](mailto:windsorl@oclc.org).

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties.

## Sole Source Letter

OCLC's Sole Source Letter is located on the following two pages.



Via e-mail: [harmsh@jocolibrary.org](mailto:harmsh@jocolibrary.org)

2024 August 13

Hope Harms, Digital Access & Cataloging Specialist  
Johnson County Public Library, Kansas (KNJ)  
9875 W. 87<sup>th</sup> Street  
Overland Park, Kansas 66212

RE: Sole Source Request

Thank you for your recent inquiry concerning the availability of OCLC, Inc.'s ("OCLC") WorldShare Metadata/Cataloging, CONTENTdm, WS ILL, WebDewey, EZProxy & ILLiad ("Services").

**OCLC Cataloging and Metadata Subscription** delivers the tools you need to expand your library's impact by registering your collections in WorldCat. Increase efficiency through automated processes, and contribute new, quality WorldCat records for your unique material.

**CONTENTdm** is comprised of, based on, utilizes or enables access to:

- (i) OCLC's WorldCat bibliographic database, a database compilation in which OCLC claims copyright rights; and/or
- (ii) software, computer code, computer systems or other materials/content in which OCLC claims or otherwise controls the copyright or other proprietary rights or which are otherwise unique to OCLC.

**WorldShare Interlibrary Loan** automates your interlibrary borrowing and lending processes through the largest resource-sharing network in the world to save your staff time and to ensure timely delivery of items to the people who need them.

**WebDewey** is the electronic version of the Dewey Decimal Classification® (DDC) system. It is a full representation of all published numbers, plus other mappings and new terms that have been approved by the Dewey Editorial Policy Committee (EPC). It puts the power of the world's most widely used library classification system in the hands of metadata managers to efficiently organize their collection(s).

WebDewey is the easiest way to use the DDC to organize and classify library collections. With WebDewey, metadata managers have the most up-to-date DDC numbers available that are based on an array of continually evolving topics and languages.

**EZproxy** is a fully managed access and authentication service for libraries that want to be more agile and ensure access with less overhead. *Benefits include:*

- Fully set up and managed by OCLC.
- Server maintenance, software upgrades, stanza updates, and SSL certificate management.
- Connects to a wide variety of authentication services and content providers.
- Established, trusted service that was built to protect user privacy.

**ILLiad** is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

OCLC is the only source from which Johnson County Public Library, Kansas may obtain these OCLC Services.

OCLC looks forward to being of continued service to the Johnson County Public Library, Kansas.

Sincerely,

OCLC, INC.



By: \_\_\_\_\_  
Eric van Lubeek, Vice President

Approved  
by Legal  
*PB*

# Framework Agreement

Following is OCLC's Framework Agreement. It contains the terms and conditions pertaining to the services offered in this proposal.

## Framework Agreement

<b>INSTITUTION NAME ("<u>Institution</u>")</b>	Johnson County Public Library, Kansas (KNJ)
<b>LIBRARY NAME (if different from Institution)</b>	
<b>OCLC SYMBOL (if any)</b>	KNJ
<b>STREET ADDRESS</b>	9875 W. 87 <sup>th</sup> St.
<b>CITY, STATE, ZIP/POSTAL CODE, COUNTRY</b>	Overland Park, KS 66212 USA
<b>CONTACT PERSON, JOB TITLE</b>	Hope Harms Digital Access & Cataloging Specialist
<b>TELEPHONE NUMBER, FAX, E-MAIL ADDRESS</b>	913-826-4473 (phone) 913-826-4500 (fax) harmsh@jocolibrary.org

**BILLING ADDRESS (IF DIFFERENT FROM ABOVE)**

<b>STREET ADDRESS</b>	
<b>CITY, STATE, ZIP/POSTAL CODE, COUNTRY</b>	
<b>CONTACT PERSON, JOB TITLE</b>	
<b>TELEPHONE NUMBER, FAX, E-MAIL ADDRESS</b>	

Is Institution considered exempt from tax in the country in which it is located?     Yes     No

Signatures follow on next page.

**SIGNATURES**

By signing below, Institution: (1) acknowledges that Institution has read and agrees that the terms of this Agreement, as defined herein, shall become effective upon full execution of the Agreement (“Effective Date”); (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC; (3) orders access to the Products and Services as specified in this Agreement; and (4) warrants that it has the authority to enter into this Agreement.

**Institution**

**OCLC, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Notice Address for Institution**

**Notice Address for OCLC, Inc.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## Section 1 Schedules Incorporated

By marking the box associated with the Products and Services to which this Agreement applies below, Institution hereby subscribes to those Products and Services selected, and agrees to the associated schedule set forth at the links below. Institution may also subscribe to Products and Services by initialing an attached schedule for that Product or Service. Those schedules located at the links associated with the selected Products or Services in the table below and/or any schedules attached hereto are hereby incorporated into this Agreement (the “Schedule” or “Schedules”).

Products and Services Provided	Associated Schedule
<input type="checkbox"/> WorldShare® Management Services	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01-WorldShare-Management-Services-EN-US.pdf">Schedule 1 - WMS</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01-WorldShare-Management-Services-EN-US.pdf
<input type="checkbox"/> WMS Sandbox	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01A-WMS-Sandbox-EN-US.pdf">Schedule 1.A - WMS Sandbox</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01A-WMS-Sandbox-EN-US.pdf
<input checked="" type="checkbox"/> WorldShare Metadata / OCLC Cataloging	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02-WorldShare-Metadata-OCLC-Cataloging-EN-US.pdf">Schedule 2 - WorldShare Metadata / OCLC Cataloging</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02-WorldShare-Metadata-OCLC-Cataloging-EN-US.pdf
<input type="checkbox"/> Group Catalog	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02A-Group-Catalog-EN-US.pdf">Schedule 2.A - Group Catalog</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02A-Group-Catalog-EN-US.pdf
<input type="checkbox"/> OCLC Small Library Edition	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02B-OCLC-Small-Library-Edition-EN-US.pdf">Schedule 2.B – OCLC Small Library Edition</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02B-OCLC-Small-Library-Edition-EN-US.pdf
<input type="checkbox"/> WorldCat® Discovery Services	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03-WorldCat-Discovery-Services-EN-US.pdf">Schedule 3 - WorldCat Discovery Services</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03-WorldCat-Discovery-Services-EN-US.pdf
<input type="checkbox"/> WorldCat® Discovery Services/FirstSearch	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03A-WorldCat-Discovery-Services-FirstSearch-EN-US.pdf">Schedule 3.A - WorldCat Discovery Services/FirstSearch</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03A-WorldCat-Discovery-Services-FirstSearch-EN-US.pdf
<input type="checkbox"/> WorldCat® Visibility	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03B-WorldCat-Visibility-EN-US.pdf">Schedule 3.B – WorldCat Visibility</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03B-WorldCat-Visibility-EN-US.pdf
<input type="checkbox"/> WorldShare License Manager	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-04-WorldShare-License-Manager-EN-US.pdf">Schedule 4 - WorldShare License Manager</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-04-WorldShare-License-Manager-EN-US.pdf
<input type="checkbox"/> WorldShare Collection Evaluation	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-05-WorldShare-Collection-Evaluation-EN-US.pdf">Schedule 5 - WorldShare Collection Evaluation</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-05-WorldShare-Collection-Evaluation-EN-US.pdf
<input checked="" type="checkbox"/> CONTENTdm®	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-06-CONTENTdm-EN-US.pdf">Schedule 6 - CONTENTdm</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-06-CONTENTdm-EN-US.pdf
<input checked="" type="checkbox"/> EZProxy®	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-07-EZProxy-EN-US.pdf">Schedule 7 - EZProxy</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-07-EZProxy-EN-US.pdf
<input checked="" type="checkbox"/> WebDewey®	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-08-WebDewey-EN-US.pdf">Schedule 8 - WebDewey</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-08-WebDewey-EN-US.pdf
<input type="checkbox"/> OCLC WebJunction®	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-09-WebJunction-EN-US.pdf">Schedule 9 - WebJunction</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-09-WebJunction-EN-US.pdf
<input checked="" type="checkbox"/> WorldShare Interlibrary Loan Services (“ILL”)	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10-WorldShare-ILL-EN-US.pdf">Schedule 10 - WorldShare Interlibrary Loan Services (“ILL”)</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10-WorldShare-ILL-EN-US.pdf
<input checked="" type="checkbox"/> ILLiad	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10A-ILLiad-EN-US.pdf">Schedule 10.A - ILLiad</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10A-ILLiad-EN-US.pdf
<input type="checkbox"/> Tipasa®	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10B-Tipasa-EN-US.pdf">Schedule 10.B - Tipasa</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10B-Tipasa-EN-US.pdf
<input type="checkbox"/> WorldCat.org	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-11-WorldCat.org-EN-US.pdf">Schedule 11 - WorldCat.org</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-11-WorldCat.org-EN-US.pdf
<input type="checkbox"/> OCLC Wise (“Wise”)	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-14-Wise-EN-US.pdf">Schedule 14 - Wise</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-14-Wise-EN-US.pdf
<input type="checkbox"/> CapiraMobile™	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-15-CapiraMobile-EN-US.pdf">Schedule 15 - CapiraMobile</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-15-CapiraMobile-EN-US.pdf
<input type="checkbox"/> CapiraReady™	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-16-CapiraReady-EN-US.pdf">Schedule 16 - CapiraReady</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-16-CapiraReady-EN-US.pdf
<input type="checkbox"/> CapiraCurbside™	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-17-CapiraCurbside-EN-US.pdf">Schedule 17 - CapiraCurbside</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-17-CapiraCurbside-EN-US.pdf
<input type="checkbox"/> MuseumKey	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-18-MuseumKey-EN-US.pdf">Schedule 18 - MuseumKey</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-18-MuseumKey-EN-US.pdf
<input type="checkbox"/> LendingKey	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-19-LendingKey-EN-US.pdf">Schedule 19 - LendingKey</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-19-LendingKey-EN-US.pdf
<input type="checkbox"/> Talis	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-20-Talis-Aspire-EN-US.pdf">Schedule 20 – Talis</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-20-Talis-Aspire-EN-US.pdf
<input type="checkbox"/> Choreo Insights	<a href="https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-21-Choreo-Insights-EN-US.pdf">Schedule 21 – Choreo Insights</a> https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-21-Choreo-Insights-EN-US.pdf

## Section 2 Scope & Construction

This “Agreement”, including the Framework Agreement and the Schedule(s) selected in Section 1, establishes the general terms and conditions for the provision of Products and Services. In case of a conflict in terms between the Framework Agreement and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution accepts or executes multiple agreements with OCLC for the same Products and/or Services, the order of precedence for the control of terms shall be (1) a negotiated Framework Agreement representing unique terms between OCLC and Institution, if one exists; (2) the most recently executed or accepted agreement.

## Section 3 Definitions

In this Framework Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined below:

- 3.1 **Bibliographic Data** means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.
- 3.2 **Holdings Data** means all the ownership and license data in relation to Institution’s collection (including electronic resources).
- 3.3 **Hosted Services** means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API’s and the like) provided by third parties.
- 3.4 **Institution Data** means (i) the Holdings Data in relation to Institution’s collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.
- 3.5 **Internal Data** means Institution Data intended exclusively for internal use by the Institution, subject to the rights granted to OCLC herein.
- 3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at [www.oclc.org](http://www.oclc.org) and as updated from time to time by OCLC.
- 3.7 **Products** mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.
- 3.8 **Professional Services** means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.
- 3.9 **Services** mean the Hosted Services and Professional Services.
- 3.10 **Shared Data** means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution’s organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.
- 3.11 **Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.
- 3.12 **WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

## Section 4 Products and Services

- 4.1 **General.** OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service’s respective Product Description active on the Effective Date. Further information can be found at <https://www.oclc.org/en/services.html>. Institution shall provide OCLC with the assistance and information OCLC reasonably needs to perform the Services properly or where OCLC otherwise reasonably requests. OCLC shall not be liable for any failure to perform its obligations arising from Institution’s failure to provide such assistance or information.
- 4.2 **Modifications.** OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.
- 4.3 **Support.** Support services will be provided in accordance with the support service description set forth in the relevant Schedule. Further information is available at <http://www.oclc.org/support/home.en.html>.
- 4.4 **Limitations.** Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.

## Section 5 Ownership and Licenses

### 5.1 Ownership

- a) **OCLC Intellectual Property.** OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services,

WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.

- b) **Institution Data.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.

## 5.2 Licenses

- a) **Products and Services.** Subject to the terms of this Agreement and the applicable Schedule(s), Institution’s license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.
- b) **Institution Data.** Institution grants OCLC a global, non-exclusive, royalty-free, transferable and sub-licensable right to use the Internal Data to the extent necessary for the provision of the Products and Services. Institution grants OCLC, OCLC participants, non-participant users, and OCLC designees a global, perpetual, non-exclusive, royalty-free, transferable, and sub-licensable right to host, reproduce, transmit, store, publish, distribute, modify, create derivative works from, and otherwise use Shared Data. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.

## Section 6 Term and Termination

- 6.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for the initial term specified in a pricing document, upon the expiration of which, the Agreement shall renew annually unless terminated according to Section 6.2, or if no such term is specified, the duration that Institution has access to the applicable Products or Services (the “Term”), subject to the earlier termination of this Agreement pursuant to Section 6.2 below.
- 6.2 **Termination.** This Agreement or individual Schedules may be terminated in one of the following ways:
  - a) By either party, effective at the end of the initial subscription period, which shall be as set forth in the agreed upon pricing document, or any renewal period, as which shall be as set forth in any renewal notice issued pursuant to Section 7.2, by providing the other party with at least 30 days’ prior written notice of its desire to not renew a Product or Service;
  - b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;
  - c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution’s access to the OCLC Services in the event of Institution’s material breach until such time as the material breach is cured; or
  - d) As otherwise explicitly provided in this Agreement.
- 6.3 **Effect of Termination.** Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.

## Section 7 Fees and Payment Terms

- 7.1 **Fees.** Institution shall pay the applicable charges based on their agreed upon pricing document. In the absence of an agreed upon pricing document, (i) OCLC’s prevailing price for the Products and Services shall govern; and (ii) payments shall be made to OCLC annually; such annual payments will be billed upon the beginning of the applicable subscription period and shall be paid according to the terms stated on the invoice. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC’s suspension of Products and Services.
- 7.2 **Price Changes.** OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.

- 7.3 **Non-refundable.** Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 6.2 (a), or (ii) Institution terminates the Agreement or a Schedule pursuant to Section 6.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.
- 7.4 **Proprietary Information.** Institution agrees that OCLC’s pricing information is proprietary to OCLC, and agrees to maintain confidentiality of such proprietary information, as well as any other information which OCLC communicates in writing to be proprietary or confidential, for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.

## Section 8 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. INSTITUTION MAY INTEGRATE OCLC’S PRODUCTS AND SERVICES WITH THIRD PARTY PRODUCTS AND SERVICES. HOWEVER, IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF SUCH THIRD-PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC’S REASONABLE CONTROL. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF A DATA OR A SECURITY BREACH ORIGINATING FROM SUCH THIRD-PARTY SOFTWARE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

## Section 9 Privacy and Security

- 9.1 **Data Security.** OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Products and Services and for Institution’s and users’ access, monitoring, use, disclosure, and transfer of Internal Data.
- 9.2 **Audit.** OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such standard.
- 9.3 **Nondisclosure of Internal Data.** OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution’s use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC’s customers, or (e) as authorized by Institution in writing.
- 9.4 **Prohibitions.** Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.
- 9.5 **Unauthorized Disclosures.** OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution’s sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification (“Breach Notification”). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regard to Institution’s Breach Notification obligations as specified in the applicable law, including Institution’s investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals, regulators, or other organizations subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.
- 9.6 **Data Processing Agreement.** To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the following shall apply: The terms of the Data Processing Agreement (“DPA”) at <https://policies.oclc.org/en/privacy/data-privacy-agreements.html> are hereby incorporated by reference and shall apply if and to the extent that Institution Data includes Personal Data, as defined in the DPA. To the

extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the Standard Contractual Clauses shall apply, as further set forth in and defined by the DPA. For the purposes of the Standard Contractual Clauses, Institution and its applicable Affiliates, as defined by the DPA, are each the data exporter, and Institution's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

## **Section 10 Limitation of Liability**

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

## **Section 11 Use of Products and Services**

- 11.1 General.** Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory, or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam"); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.
- 11.2 Credentials.** Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's API keys and/or credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's API keys or credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.
- 11.3 Enforcement by OCLC.** OCLC reserves the right to: (i) investigate any violation of this Section or misuse of Products or Services; (ii) enforce this Section; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF THIS SECTION MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS SECTION MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

## Section 12 Warranties

OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 6.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

## Section 13 General

- 13.1 OCLC Membership.** As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at <https://www.oclc.org/content/dam/oclc/membership/membership-qualifying-subscriptions.pdf>. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.
- 13.2 No Assignment.** Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.
- 13.3 Independent Contractors.** The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.
- 13.4 Force Majeure.** Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.
- 13.5 Non-Waiver.** A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.
- 13.6 Severability.** If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.
- 13.7 Entire Agreement.** This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.
- 13.8 Notice.** Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if received by a party via e-mail to the e-mail address for such party set forth in Section 1, or by such other means as has been agreed by the parties in writing.
- 13.9 Counterparts and Signatures.** This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument. Any signature (including any electronic signature, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other contract, record, certificate, or other document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system.

## Section 14 Special Terms for Group Orders Only

Where a lead institution in a consortium (the “Group Administrator”) is ordering on behalf of itself and other consortium members, this Section applies:

- 14.1 Ordering.** Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.
- 14.2 Consortium Member's Agreement.** Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.
- 14.3 Payment by Group Administrator.** Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.
- 14.4 Non-exclusivity.** Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

**SCHEDULE 2**  
**WorldShare® Metadata/OCLC Cataloging**

**Section 1 Description**

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

**Section 2 Definitions**

- 2.1 "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: <http://www.oclc.org/worldcat/community/guidelines.en.html>
- 2.2 "Policy" means the "WorldCat Rights and Responsibilities for the OCLC Cooperative" as modified from time to time as a result of the policy review process described therein. A current copy of the Policy is available at: <http://www.oclc.org/en/worldcat/cooperative-quality/policy.html>.
- 2.3 "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: <http://www.oclc.org/worldcat/community/principles.en.html>
- 2.4 "WorldCat® Data" is defined as set forth in the Policy.
- 2.5 All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

**SECTION 3 Responsibilities of Institution**

- 3.1 **Institution** shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.
- 3.2 Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.
- 3.3 Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.
- 3.4 If, during the term hereof, an Institution informs OCLC that bibliographic records it furnishes to OCLC for addition to WorldCat will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Schedule, and if OCLC nevertheless elects to accept such records for addition to WorldCat, OCLC will so notify Institution, after which Institution's rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

**SCHEDULE 6**  
**CONTENTdm®**

**Section 1 Description**

CONTENTdm is used by an Institution to build and publish their unique collections on the Web.

**Section 2 Definitions**

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

**Section 3 Terms of Use**

Subject to this Schedule and the Agreement, OCLC will provide Institution the Products and Services as specified in the CONTENTdm Order Form.

**Section 4 Service Level Agreement**

**4.1 Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 2 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

**4.2 Uptime Commitment.**

a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Systems are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:

(1) Availability = (T-D)/(T) \* 100%; where

(2) T = the total number of minutes in the respective month, and

(3) D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

b) **Notice Required.** OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Systems.

c) **Scheduled Maintenance.** Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

**4.3 Systems Management**

a) **Monitoring.** OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

b) **Maintenance.** OCLC will operate, monitor, and administer all servers, applications, and networks supporting the Systems. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring, and automated paging technology.

c) **Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches, and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system, or database vendors regarding upgrades, defect patches, or fixes.

## SCHEDULE 7 EZproxy®

### Section 1 Description

OCLC® EZproxy access and authentication software allows an Institution to deliver secure Web access to e-content simply and effectively. EZproxy facilitates a single sign-on to e-content using existing library-issued credentials, such as a library card number and PIN or username and password.

### Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

### Section 3 Maintenance and Support Services.

- 3.1 OCLC Responsibilities.** OCLC will provide maintenance and support services as part of the EZproxy subscription.
- 3.2 Institution Responsibilities.** Institution or the lead institution purchasing on behalf of a group shall designate a support contact to oversee and coordinate its use of the Product who is knowledgeable about the Product and the hardware on which it is installed and running. Additional support contacts may be designated at \$500 per year, per each added support contact.
- 3.3 Limitations.** Unless otherwise agreed upon in writing by OCLC, maintenance and support services will not include the following:
- a) On-site services;
  - b) Support outside of normal business hours;
  - c) Electrical, mechanical, or other work involving Institution's hardware, accessories, or other devices associated with the use of the Product;
  - d) Any maintenance or support involving Institution's hardware or telecommunications network, or third-party software;
  - e) Maintenance and support services to parties other than Institution;
  - f) Unauthorized use, alteration, or modification of the Product; or

### Section 4 Configuration of EZproxy.

- 4.1 OCLC maintained EZproxy Instance.** Institution may submit active configuration requests to OCLC and OCLC reserves the right in its sole discretion to approve such configurations.
- 4.2 Institution maintained EZproxy Instance.** Institution may attempt to configure resources ("Self-Configuration") and submit to OCLC for review and approval. OCLC reserves the right to modify Institution's Self-Configuration in case the changes threaten the security of the server excessive consumption of resources.
- 4.3 General.** As necessary to provide access to the Institution's content, OCLC will: (a) install and support the Systems, (b) provide access to the Product, and (c) secure and maintain connectivity with third-party telecommunication providers. As part of the initial configuration for the Product, OCLC may provide up to 10 hours of configuration services. If additional hours are required, OCLC will separately bill Institution at its standard consulting rate.
- 4.4 Analytics Suite.** EZProxy Analytics is an optional turnkey service that provides advanced analytics capabilities to users of EZproxy for an additional subscription fee. It extracts, enriches, and transforms complex data across all content platform subscriptions into simple visual dashboards, making it easy to better understand and communicate e-resource return on investment. Institution may purchase EZProxy Analytics to support the EZproxy service, with further pricing and subscription details to be listed on the Order Form.
- 4.5 Host Names and IP Addresses.** OCLC will assign host names and IP addresses to Institution as part of these services which will remain the property of OCLC.
- 4.6 Exceeding Limitations.** If Institution uses any bandwidth, storage or other services in excess, OCLC may, in its sole discretion, assess Institution with additional charges, suspend the performance of the services, or terminate this Schedule. In the event that OCLC elects to take any such action, Institution will not be entitled to a refund of any unused pre-paid fees.

4.7 **Security Identifier.** At Institution's election, and upon enablement by the Institution's EZproxy administrator, OCLC will create a Security Identifier, consisting of an alphanumeric string of characters that will pseudonymously identify each individual patron that uses the Product, and OCLC will attach it to each request made by that patron through the Product to an authorized content provider. A new, unique Security Identifier will be created by OCLC for each individual patron on the first of each calendar month, and the previous month's Security Identifier will be permanently deleted by OCLC after two (2) calendar months. OCLC and the authorized content provider will only use the Security Identifier for the purpose of identifying potential compromised usage. Institution may deactivate the Security Identifier at any time through the Product's control features.

**Section 5 Additional Included Licenses and Pass-Through Terms.**

5.1 This product includes GeoLite data created by MaxMind, available from <http://www.maxmind.com>. Institution agrees to the following:

- a) Institution is granted only a personal, nontransferable, and nonexclusive right to use the GeoLite2 Database for its internal purposes only.
- b) No representations or warranties from MaxMind or OCLC are made to Institution in connection with the GeoLite2 Databases.
- c) MaxMind shall not be liable to Institution for any indirect, consequential, incidental or special damages arising out of the use or license of the GeoLite2 Databases, regardless of the theory of liability (including negligence and strict liability).

5.2 Portions derived from the RSA Data Security, Inc. MD5 Message-Digest Algorithm, Copyright (C) 1991-2, RSA Data Security, Inc.

5.3 This product includes software developed by the OpenLDAP Foundation (<http://www.openldap.org>) and by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>). The OpenLDAP Public License Version 2.8, 17 August 2003

\*\*\*\*\*  
Redistribution and use of this software and associated documentation ("Software"), with or without modification, are permitted provided that the following conditions are met:

- A. Redistributions in source form must retain copyright statements and notices,
- B. Redistributions in binary form must reproduce applicable copyright statements and notices, this list of conditions, and the following disclaimer in the documentation and/or other materials provided with the distribution, and
- C. Redistributions must contain a verbatim copy of this document.

The OpenLDAP Foundation may revise this license from time to time. Each revision is distinguished by a version number. You may use this Software under terms of this license revision or under the terms of any subsequent revision of the license.

THIS SOFTWARE IS PROVIDED BY THE OPENLDAP FOUNDATION AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OPENLDAP FOUNDATION, ITS CONTRIBUTORS, OR THE AUTHOR(S) OR OWNER(S) OF THE SOFTWARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The names of the authors and copyright holders must not be used in advertising or otherwise to promote the sale, use or other dealing in this Software without specific, written prior permission. Title to copyright in this Software shall at all times remain with copyright holders.

OpenLDAP is a registered trademark of the OpenLDAP Foundation. Copyright 1999-2003 The OpenLDAP Foundation, Redwood City, California, USA. All Rights Reserved. Permission to copy and distribute verbatim copies of this document is granted.

\*\*\*\*\*

The OpenSSL toolkit stays under a dual license, i.e. both the conditions of the OpenSSL License and the original SSLeay license apply to the toolkit. See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses. In case of any license issues related to OpenSSL please contact [openssl-core@openssl.org](mailto:openssl-core@openssl.org).

OpenSSL License

---

---

Copyright (c) 1998-2004 The OpenSSL Project. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- A. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- B. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- C. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"
- D. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [openssl-core@openssl.org](mailto:openssl-core@openssl.org).
- E. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
- F. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

---

---

This product includes cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)). This product includes software written by Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com)).

Original SSLey License

Copyright (C) 1995-1998 Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com))

\* All rights reserved. \*

This package is an SSL implementation written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)). The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are adhered to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com)). Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- A. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
- B. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- C. All advertising materials mentioning features or use of this software must display the following acknowledgement:
- D. "This product includes cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com))" The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).
- E. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com))" \* THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The license and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution license [including the GNU Public License.]

## Section 6 Service Level Agreement

**6.1 Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 2 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

### 6.2 Uptime Commitment.

a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Systems are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:

(1) Availability =  $(T-D)/(T) * 100\%$ ; where

(2) T = the total number of minutes in the respective month, and

(3) D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

b) **Notice Required.** OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Systems.

c) **Scheduled Maintenance.** Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

### 6.3 Systems Management

a) **Monitoring.** OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

b) **Maintenance.** OCLC will operate, monitor, and administer all servers, applications, and networks supporting the Systems. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring, and automated paging technology.

c) **Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches, and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system, or database vendors regarding upgrades, defect patches, or fixes.

**SCHEDULE 8**  
**WebDewey®**

**Section 1 Description**

**WebDewey 2.0** is an online version of the complete Dewey Decimal Classification® (“DDC®”) system. Using a standard Web browser, Institution has unlimited access to an enhanced version of the DDC 23 database.

**Section 2 Definitions**

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

“Dewey Linked Data” means the URIs available via the WebDewey service and other data and services made available by OCLC through its Dewey Linked Data web service.

**Section 3 Terms of Use**

**3.1** Subject to the terms of this Schedule, OCLC hereby grants to Institution a nonexclusive, nontransferable and nonassignable license to: (i) access WebDewey; (ii) use WebDewey in accordance with this Schedule solely for the internal, noncommercial purpose of creating bibliographic records and metadata for materials (e.g., books, sound recordings) and electronic resources offered by Institution to its patrons, and (iii) post the DDC23 Summaries (i.e., the first three levels of the DDC – for example, 500 Science is Level 1, 510 Mathematics is Level 2, 513 Arithmetic is Level 3) on Institution’s website solely for the internal, noncommercial purpose of organizing the resources made available to its patrons via such website. Such bibliographic records and metadata may display DDC numbers, but shall not display DDC captions. Such use of the DDC23 Summaries shall be accompanied by the following information, verbatim, on the initial screen:

The Dewey Decimal Classification is © 2003-2024\*  
OCLC, Inc.  
Used with Permission.

DDC, Dewey, Dewey Decimal Classification and WebDewey are registered trademarks/service marks of  
OCLC Online Computer Library Center, Inc.

[\*Institution shall update the second year in this date range as appropriate.]

- 3.2** Institution may make copies of screen displays of the data accessible via WebDewey only as reasonably required for Institution’s use of WebDewey as authorized hereunder; provided that such copying shall be no more extensive than is permitted by U.S. copyright law.
- 3.3** Institution may use Dewey Linked Data and the Dewey Linked Data APIs to search and access and/or create and curate data for institution’s local workflows such as discovery services or cataloging.
- 3.4** The following activities are prohibited, and Institution agree not to engage in (or permit) such activities: 1) use Dewey Linked Data for commercial purposes, in any manner not expressly authorized by these Terms or in any unlawful manner; 2) scrape, retrieve, or index any portion of the Dewey Linked Data from WebDewey or the Dewey Linked Data web service, including through the use of any robot, spider, site search/retrieval application, or other automated device; 3) distribute, display or disclose Dewey Linked Data in a way that compromises the Dewey Linked Data web service or WebDewey; and 4) create permanent or long-term storage of Dewey Linked Data (including, but not limited to, creation of or repackaging in a database containing material amounts of Dewey Linked Data). Notwithstanding the limitations of this Section 3.4(4), Institution may store Dewey Linked Data as required by Institution’s local internal workflows.
- 3.5** Termination of this Schedule shall not require the removal of DDC numbers added while this Schedule is effective in accordance with its terms.

**SCHEDULE 10**  
**WorldShare® Interlibrary Loan Services (ILL)**

**Section 1 Description**

WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

**Section 2 Definitions**

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

**Section 3 Terms of Use**

Subject to this Schedule and the FA, OCLC shall provide Institution with the Products and Services as specified in the agreed upon pricing document.

**Section 4 Service Level Agreement**

**4.1 Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 2 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

**4.2 Uptime Commitment.**

a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Systems are available 99.5% of the time (the "**Uptime Commitment**"). Availability will be measured as follows:

(1)  $\text{Availability} = (T-D)/(T) * 100\%$ ; where

(2) T = the total number of minutes in the respective month, and

(3) D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

b) **Notice Required.** OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Systems.

c) **Scheduled Maintenance.** Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

**4.3 Systems Management**

a) **Monitoring.** OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

b) **Maintenance.** OCLC will operate, monitor, and administer all servers, applications, and networks supporting the Systems. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring, and automated paging technology.

c) **Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches, and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system, or database vendors regarding upgrades, defect patches, or fixes.

**SCHEDULE 10.A**  
**ILLiad**

**Section 1 Description**

ILLiad is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. ILLiad allows you to replace paper-based workflows, manage a high volume of requests and automate routine functions for borrowing and lending resources between libraries with integration into a variety of third-party systems. ILLiad allows your users to place and monitor their requests without librarian assistance and to get materials quickly.

**Section 2 Definitions**

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

**Section 3 Terms of Use**

Subject to this Schedule and the Framework Agreement, OCLC shall provide Institution with the Products and Services as specified in the agreed upon pricing document.

**To:** Johnson County Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** February 13, 2025  
**Re:** Memorandum of Understanding

---

**Issue:** Memorandum of Understanding with Johnson County Department of Health and Environment – information only

**Suggested Motion:** I move that the Johnson County Library Board of Directors approve the Memorandum of Understanding with the Johnson County Department of Health and Environment.

**Background:** For many years the Department of Health and Environment has delivered services and public health supplies in Johnson County Library spaces. Johnson County Library has hosted blood pressure clinics, a blood pressure machine, and has distributed COVID tests and PPE.

**Analysis:** Our relationship with the Johnson County Department of Health and Environment has been strong and valuable for patrons. Our libraries serve as a convenient point for distribution of Health and Environment services and supplies. The changes to this MOU in 2024 broadened the language to allow for collaboration at any location to help deliver a wide variety of services and supplies. The 2025 MOU makes no changes.

**Funding Overview:** This MOU does not demand budget. It specifies how JCL will use space and labor to support Department of Health initiatives.

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

**Recommendation:** For information only this month.

**Budget Review:** None needed.

**Legal Review:** This MOU has been reviewed and certified by legal counsel.

**Memorandum of Understanding between the Johnson County Library and Johnson County  
Department of Health and Environment**

This **Memorandum of Understanding** (“MOU”) made and entered into as of the date of last signature below. It is entered into by and between **Johnson County Library** (“JCL”) and **Johnson County Department of Health and Environment** (“JCDHE”), both departments of Johnson County, Kansas government (collectively, “Parties”).

**RECITALS**

- A. JCL operates fourteen libraries.
- B. JCDHE has public health resources, such as public health supplies, programs, and presentations, that it wishes to make available at the libraries.
- C. The Parties wish to collaborate on the items below.

In consideration of the above and foregoing recitals, the mutual parties understand the following for January 1, 2024-2025 – December 31, 2024-2025. (Note: This MOU is contingent upon normal operations for both organizations.)

**1. Space:**

- a. JCL will provide use of appropriate spaces, including study, conference, or meeting rooms at Johnson County Libraries for public health supplies, programs, and presentations from JCDHE.
- b. JCL will provide space at library locations for patrons to pick up public health supplies on a first-come, first-served basis, while supplies last, contingent upon continued Federal, State & Local Funding and available supply. Distribution locations will be developed and assessed jointly with JCDHE and JCL.

**2. Staffing and Resources:**

- a. JCDHE is exclusively responsible for staffing their programs at the Library.
- b. JCL staff will act as on-site resources for questions JCDHE has about library space usage and requests.
- c. JCDHE will provide public health supplies to Johnson County Libraries on a first-come, first-served basis, while supplies last, contingent upon continued Federal, State & Local Funding and available supply. Distribution locations will be developed and assessed jointly with JCDHE and JCL.

**3. Communication:**

- a. JCL will feature JCDHE programs hosted in library spaces on their website and events calendar, in JCL’s public program publication The Guide (published 3x per year), and in their social media channels as needed (both shared and original content).
- b. JCL will provide in-branch signage for timely promotion of JCDHE programs and distribution of public health supplies hosted in library spaces.

- c. JCDHE will cross-promote the partnership with JCL on their website, publications, and in their social media channels as needed.
- d. JCDHE will provide educational materials for the public related to distribution of public health supplies.

Johnson County Library

Johnson County Department Health and Environment

---

~~Tricia Suellentrop, JCL, County Librarian~~  
~~Kelly Kilgore, Johnson County Library Board Chair~~

---

Charlie Hunt, Director of Health & Environment

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form

Approved as to Form

---

Fred Logan

---

Assistant County Counselor

**To:** Johnson County Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** February 13, 2025  
**Re:** Information Item: Renewal of a Term and Supply for Communication Vendors

---

**Issue:** The Library would like to renew its Term and Supply arrangement with a variety of existing vendors and partners that have been identified as part of the varied communication platforms and information channels that are used to promote Library services and programs. The total planned expenditure amount is not to exceed \$300,400, an increase of \$1,100 from the year prior amount of \$299,300.00 to account for new opportunities.

**Suggested Motion:** At this time no motion as this is being presented for informational purposes and planned to be brought back as an action item in March.

**Background:** The Library's communications team has a number of partner platforms and channels that are used to promote Library services and programs. Advertising partners and vendors are reviewed and selected on an annual basis based on factors like targeted audience segment and reach and return of investment (ROI) on previous campaigns.

County purchasing limits were increased in 2024 to a maximum annual spend of \$15,000 per vendor. To exceed that amount an exception form needs to be compiled and receive a number of additional permissions. However, these purchasing limits are structured mainly for the acquisition of goods and services, not ongoing advertising campaigns. Limits with some of our key partners are often reached early in the year with only one campaign, so we are unable to have flexibility with vendors that reach crucial patron segments as opportunities and new promotions come up throughout the year.

A solution to this situation was to create a list of possible vendors as part of a Term and Supply approved by the Library Board that gives spending limit increase permissions to those vendors for the promotion of Library services and programs. The initial Term and Supply was approved by the Library Board in September 2023 for use in FY 2024 and is now up for renewal for FY 2025.

The attached is a list of vendors the Library is requesting to be a part of this updated Term and Supply with a current amount that would be spent, with a proposed up to amount if approved by the Library Board. The requested amount represents approximately half of the Library's annual marketing and communications budget and, by recent survey, is in approximately the 50<sup>th</sup> percentile of advertising spends by comparably sized library systems.

**Analysis:** The promotion of Library services and programs is an important and effective method of keeping the library and its services front of mind for our community. The Library has seen a notable increase in Library card applications and specific service usage after advertising campaigns. When taxpayers are utilizing the Library, they see on average a 3 to 1 return on investment of their tax dollars. The Library believes that informing the public of available programs and resources is an effective way to help maximize the public return on investment.

The FY 2024 total spend was \$220,100 of a \$299,300 maximum spend. The FY 2025 estimated total spend is \$224,500 with a proposed maximum spend of \$300,400.

This request has been done in conjunction with County Purchasing as a way to increase purchasing authorization thresholds for vendors that provide these communication and marketing services.

# Briefing Sheet

**Legal Review:** This is to establish increased expenditure authority thresholds and actual contracts with the individual vendors would still need to go through legal counsel review and receive County Librarian approvals.

**Recommendation:** Formal recommendation planned to be made in March.

**Suggested Motion:** This is currently informational.

**Johnson County Library Term Supply Expenditure Proposal for 2025 Library Promotional Services**

<b>Vendor</b>	<b>Current</b>	<b>Proposed</b>	<b>Notes</b>
KC Parent/KC Baby	\$13,500	\$18,500	Added 1/2 page ads for KC Baby and KC Parent
KC Mom Collective	\$15,000	\$17,000	Added 6 by 6 promotions
Post Publishing	\$15,000	\$20,000	Added the Book It! Program
National Cinemedia	\$20,000	\$20,000	
ScreenVision	\$20,000	\$20,000	
UMKC KCUR	\$12,000	\$19,900	Reflects full year of Education News Desk Sponsorship
KCPBS	\$13,000	\$18,000	Added 6 by 6 promotions
Steel City Media	\$12,000	\$16,000	Added 4 more weeks of radio spots
Pandora	\$12,000	\$16,000	Increased budget so we can promote our quarterly focus areas
Spotify	\$12,000	\$16,000	Increased budget so we can promote our quarterly focus areas
Stellar Image Studios	\$15,000	\$20,000	Production of quarterly focus area videos
Signs By Tomorrow	\$25,000	\$25,000	Signage audit, DS/SH construction wraps
Google/YouTube	\$12,000	\$18,000	Promote our new focus area videos throughout the year
Outfront	\$14,000	\$16,000	Promote our quarterly focus areas throughout the year
Gray Digital Media	\$14,000	\$25,000	6 by 6, Summer Reading and quarterly focus area
Johnson County Transit Bus	\$0	\$15,000	New 6 by 6 character bus wraps
<b>2025 Total Proposed Spend Term &amp; Supply</b>	<b>\$224,500</b>	<b>\$300,400</b>	

<b>2024 Term &amp; Supply Spend</b>	<b>\$220,100</b>	<b>\$299,300</b>
-------------------------------------	------------------	------------------