

# JOHNSON COUNTY LIBRARY

**Board Report  
January 9, 2025**

## AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS  
REGULAR MEETING, JANUARY 9, 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
  - C. Development Department: Written reports presented by Shelley O'Brien, Development Director....4
  - D. Liaison, Board of County Commissioners, Shirley Allenbrand
- IV. Reports
  - A. Board Counsel – Andrew Logan and Fred Logan
    - a) Privacy; taking photographs and video in, or of, public spaces in the library
  - B. County Librarian Report – Tricia Suellentrop, County Librarian
    - 1. Finances and Statistics
      - a) Financial Report, Dave Vratny, Finance Director.....7
    - 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.....12
      - b) Capital Projects: Timeline Summary, Scott Sime, Project and Events Manager.....16
    - 3. Updates – Tricia Suellentrop, County Librarian
      - a) Leadership in Action (LIA) 2024 Award Winners, Tricia Suellentrop, County Librarian...19
      - b) Warming Center Update, Tricia Suellentrop, County Librarian
      - c) Antioch Property Sale Update, Tricia Suellentrop, County Librarian
      - d) Corinth Library Replacement Project Update, Tricia Suellentrop, County Librarian
- V. Consent Agenda
  - A. Action Items:
    - 1. Minutes of the December 12, 2024 Regular Library Board meeting.....27
    - 2. 2025 renewal of Memoranda of Understanding (MOU); City of Edgerton.....39
    - 3. Action Item: Consideration of renewal of MOU with the Johnson County Genealogy Society....44
    - 4. Action Item: Consideration of renewal of MOU with the Catholic Charities.....51
    - 5. Action Item: Consideration of renewal of MOU with DTI/AIMS.....64
    - 6. Action Item: Consideration of renewal of MOU with InterUrban ArtHouse.....70
    - 7. Action Item: Consideration of renewal of MOU with County Payroll.....77

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

- 1. Treasurer's Report.....83

VI. Old Business

- A. Action Item: Consideration of Collection Development Policy, Lacie Griffin, Collection Development Manager.....84
- B. Action Item: Consideration for Amendment to Resolution 2024-01, regarding disposal of surplus personal property, Scott Sime, Project and Events Manager.....147

VII. New Business

- A. Informational Item: 2026-2030 Capital Improvement Plan (CIP) Submission, Dave Vratny, Finance Director.....153
- B. Information Item: Consideration of renewal of MOU with the Johnson County Community College Adult Education, Adam Wathen, Associate Director for Branch Services.....168
- C. Information Item: Consideration of changes to ARM 20-10-90 Fees, Michelle Beesley, IT Manager.....171
- D. Information Item: Consideration of OCLC Contract, Dave Vratny, Finance Director, and Jennifer Mahnken, Associate Director for System Wide Services.....182

VIII. Executive Session: Personnel Review

IX. Adjournment



Monthly Report  
of the Friends of Johnson County Library  
to the Board of Directors of Johnson County Library  
January 2025

**Community Engagement and Advocacy**

Our advocacy efforts are crucial to protecting Johnson County Library’s mission of providing open access to all and supporting intellectual freedom. The advocacy agenda that was approved by the Friends of Johnson County Library Board for 2024 has been renewed for 2025. As a refresher, here is that agenda.

For 2025, we assess that our key advocacy challenges / opportunities are:

- 1 – “Banned Books,” or more accurately, freedom of speech and intellectual freedom.
- 2 – State-level legislation aimed at destabilizing and defunding public libraries.
- 3 – State-level legislation aimed at mandating elected, rather than appointed, library governing boards.

I continue to serve on Kansas Library Association’s (KLA) Governmental Affairs Committee, which has been an integral part of sharpening the advocacy focus of the Friends and keeping us plugged into what’s happening in the Topeka Statehouse.

Friends staff and board members, along with Library staff, will participate in KLA’s Legislative Day on January 28. The State Library will host us in their space at the State Capitol. We will meet with some of our state representatives and senators to advocate for Johnson County Library and libraries in general. These meetings will allow us to directly advocate for continued State support of Johnson County Library and emphasize the importance of public funding.

**Community Support Highlights**

Our fiscal year fourth quarter has been a reminder of the generosity and diversity of our community's support. We have received some unforgettable donations, including:

- A 1983 Yamaha Xv500k motorcycle through our partnership with CARS. (CARS accepts vehicle donations on our behalf and we receive proceeds.)
- \$1,500 grant in honor of Johnson County Librarians from – no, really – The Human Fund, for the second year in a row.
- A \$3,000 gift in honor of National Friends of Libraries Week.
- A \$10.00 heartfelt personal donation with an accompanying note of gratitude for the Library’s remarkable HomeConnect service.

As we continue into 2025, we look forward to the continued support of our community and this board as we advocate for libraries, encourage intellectual freedom, and inspire a love of reading.

Respectfully submitted,  
Shanta Dickerson (she/her)  
Executive Director

**Libraries for all. All for libraries.**



Monthly Report of the  
Volunteer and Friends Engagement Coordinator, Amber Bourek Slater  
to the Board of Directors of Johnson County Library  
January 2025

**Volunteer Stats**

Although final numbers are still being calculated, the library saw minor changes in volunteering this year. This included a 9% increase in the number of opportunities available while active volunteers remaining steady with 869 volunteers who served over 39,000 hours. Flexible opportunities where people can serve from home such as teen book reviews and puzzle testing continue to remain popular ways to serve. Some new volunteer opportunities in 2024 included branch volunteers to help with cleaning toys and processing fall book deliveries as well as volunteers to help the Friends accept book donations at community recycling events.

We are looking forward to new opportunities in 2025 for library greeters to help with wayfinding on busy Saturday mornings at Central Resource and increases in volunteers needed to help with Pop-up Book Sales as the Friends move into their expanding space.

**Friends Pop-up Sale Space**

Construction is wrapping up at the Friends Sorting Center expansion. The new doorway was installed between the Friends current sorting space and the new Pop-up Sale space in mid-December. This is exciting as it means volunteers will not need to go out in the elements to move books between the two spaces. Once inspections are complete, the Friends will be utilizing volunteers to paint the space and begin installing bookcases. Friends' members and regular Pop-up Sale shoppers are looking forward to both an increase in hours of operations as well as capacity limits on number of shoppers allowed in the space at a time. Currently, greeter volunteers have to meter building capacity which results in wait times of 20-30 minutes for early buyers.



Monthly Report of the  
Johnson County Library Foundation from Shelley O'Brien  
to the Board of Directors of Johnson County Library  
January 2025

**End of Year Giving**

The Johnson County Library Foundation's end of the year direct mail goal was met with over \$25,000 in donations (so far!) Thank you to everyone who donated. These gifts support the Library all year round.

Donations of note include:

- David Westbrook who donated \$5,000 to honor former library board member Ellen Miller for her public service.
- Johnson County Bar Association donated \$3,000 for incarcerated services programming.
- Michael and Karmel Carothers donated \$2,500
- Campbell Foundation – former residents of JoCo gave \$1,000 in memory of Mabel Campbell
- Mike and Janice Perkins donated \$1,000
- Judie Black Becker donated \$1,000
- And lots of donations of \$20, \$50, and \$100.

**Save the Date**

The 1952 Society is hosting author Stephen Bruno on Wednesday, April 9<sup>th</sup>. He wrote the autobiography "Building Material" about his experience as a Park Avenue New York doorman. We look forward to hosting this event which highlights our planned giving program.

**JCL VIBE**

After a year of being the champion/sponsor of Johnson County Library's VIBE Team – Voices of Inclusion Belonging, and Equity – Shelley O'Brien is stepping down. Library administration wanted to demonstrate the importance of succession planning and allowing others to be involved. Thanks to everyone on the JCL VIBE Team including Lisa Allen and Megan Mascarro-Jackson, who made the year fantastic!

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)**  
**November 2024**  
**92% of Year Lapsed**

<b>OPERATING FUND</b>	<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	8,908,290
	Interfund Transfers	
<b>TOTAL OPERATING FUND EXPENDITURES</b>		<b><u>\$9,298,610</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING OPERATING</b>		<b><u>(\$4,244,521)</u></b>
<b>SPECIAL USE FUND</b>		<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>(\$720,969)</u></b>
<b>TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS</b>		<b><u>(\$4,965,490)</u></b>

# JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

**November 2024**  
**92% 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	76,452	108,206	71%	79%
Library Generated - Overdues / Fees	63,666	38,000	168%	16%
Sale of Library Books	14,182	50,000	28%	0%
Misc Other	8,809	18,703	47%	8%
Reimbursements	287,673	740,000	39%	23%
Library Generated - Other Charges	0	0	0%	0%
Investment	1,180,825	825,000	143%	142%
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%	123%
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>52,281,384</b>	<b>58,230,606</b>	<b>90%</b>	<b>92%</b>

**Expenses ALL FUNDS with Collection  
Encumbrance**

Categories	2024 Year to Date	2024 Budget	% Categories Expended
Salaries and Benefits	23,759,784	27,178,537	87%
Contractual Services	4,831,950	7,374,266	66%
Commodities	5,972,709	5,295,453	113%
Risk Management Charges	176,292	266,103	66%
Capital / Maintenance / Repair	8,926,277	10,774,696	83%
Transfer to Capital Projects	3,606,523	3,640,620	99%
Grants	127,850	273,607	47%
Interfund Transfer	3,494,265	3,427,324	102%
<b>TOTAL EXPENDITURES</b>	<b>50,895,650</b>	<b>58,230,606</b>	<b>87%</b>

Revenue - Expenses as of November 30, 2024 **1,385,734**

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>	<b>22,219,125</b>

**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category**  
**November 2024**  
**92% Year Lapsed**

<b>OPERATING FUND</b>	<b>2024</b>	<b>2024</b>	<b>% Program</b>
<b>Programs</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Administrative Services	4,635,748	7,406,324	63%
Information Technology	3,484,113	4,906,803	71%
Collection Development	3,871,021	4,063,002	95%
Branch/Systemwide Services	20,810,217	23,192,622	90%
Risk Management Charges	176,292	266,103	66%
Grants	119,698	273,607	44%
Transfer to Capital Projects	8,283,290	10,774,696	77%
Interfund Transfer	3,494,265	3,427,324	102%
<b>TOTAL OPERATING FUND EXPENDITURES</b>	<b>44,874,644</b>	<b>54,310,481</b>	<b>83%</b>

<b>SPECIAL USE FUND</b>	<b>2024</b>	<b>2024</b>	<b>% Budget</b>
	<b>Year to Date</b>	<b>Budget</b>	<b>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>48,515,738</b>	<b>58,230,606</b>	<b>83%</b>
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**JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type**  
**November 2024**  
**92% Year Lapsed**

<b>ALL FUNDS</b>	<b>2024</b>	<b>2024</b>	<b>% Categories</b>
<b>Categories</b>	<b>Year to Date</b>	<b>Budget</b>	<b>Expended</b>
Salaries and Benefits	23,759,784	27,178,537	87%
Contractual Services	4,294,959	7,374,266	58%
Commodities	4,137,940	5,295,453	78%
Risk Management Charges	176,292	266,103	66%
Capital / Maintenance / Repair	8,926,277	10,774,696	83%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	3,606,523	3,640,620	99%
Grants	119,698	273,607	44%
Interfund Transfer	3,494,265	3,427,324	102%
<b>TOTAL EXPENDITURES</b>	<b>48,515,738</b>	<b>58,230,606</b>	<b>83%</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	\$119,697.94	\$132,886.40	\$13,188.46

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

# Expenditure of Friends of the JCL Donations 2024

<i>Expenditure Details</i>	<i>November</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$0.00
Advertising/Promotion	0.00	0.00
Collection Materials	0.00	0.00
Professional Development/Staff Recognition	0.00	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>

# Spring Hill and De Soto Renovations

Update – January 2025



# Updates

- Schematic design continues

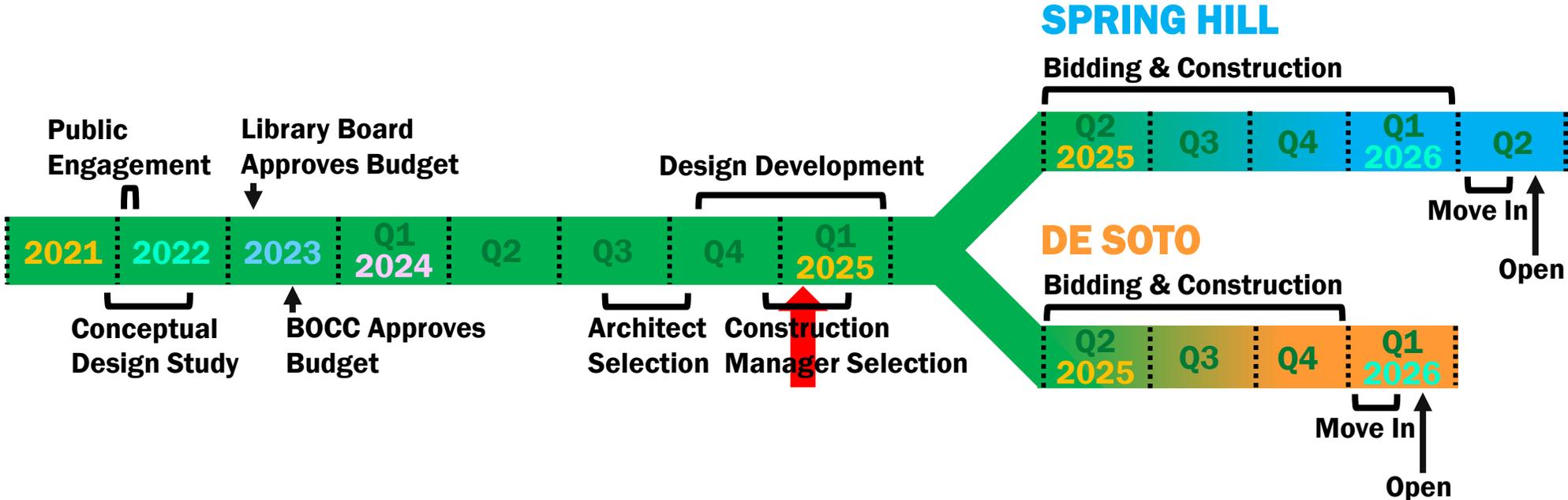


# Next Steps

- Design continues – later this month we expect to begin design development
- Process for selecting a construction manager is underway



# Spring Hill and De Soto Renovations: Anticipated Project Timeline

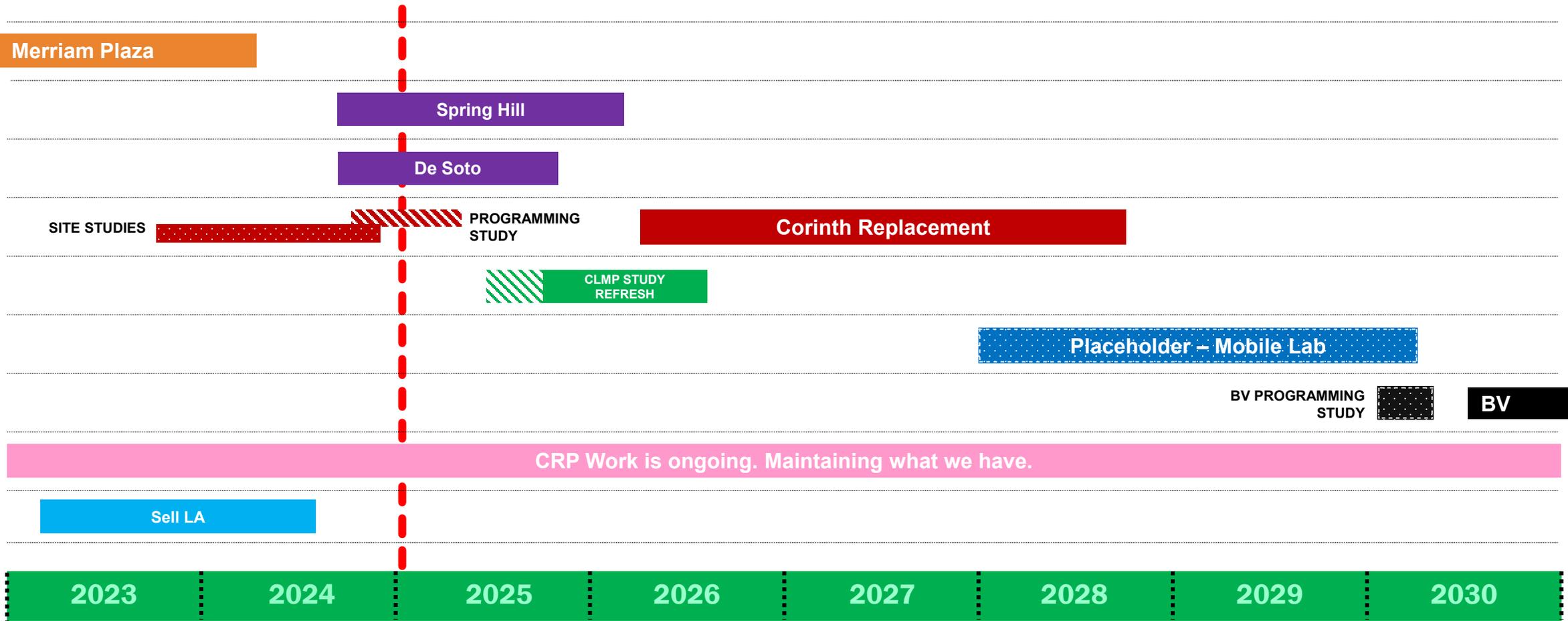


# Capital Projects: Timeline Summary

January 2025



# Capital Improvement Projects: Anticipated Timeline



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



# 2025 CRP Anticipated Projects

## Larger Projects (timing TBD)

1. Upgrades to **Central** sidewalks, north parking lot, wayfinding, and entry plaza – Design phase 2025
2. Patio / courtyard improvements at **Leawood** – Design and construction 2025
3. Upgrades to **Oak Park** – Roof, carpet replacement, shelving replacement, façade replacement, parking lot replacement, drive-up book drop improvements. This work is expected to require a 3-4 month closure.
4. Installations and upgrades to Building Automation Systems (BAS) at several locations. These provide for remote monitoring, adjusting, and troubleshooting of building mechanical systems.



# Leadership in Action 2024

January 2025

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JOHNSON COUNTY LIBRARY

# Ashley Fick

*Program Coordinator*



- Led the Civic Engagement efforts for Johnson County Library over the past decade:
  - Established partnerships with the League of Women Voters, Johnson County Post, JoCo Election Office, American Public Square, PBS, and numerous secondary and higher educational institutions.
  - Responsible for programs such as Legislative Coffees and Candidate Forums, which have drawn thousands of participants.
  - Established the Library's reputation as a hub for civic discourse.



# Courtney Sammis

## *Library Web Content Developer*



- Essential in providing staff perspective and internal communication support during organizational transition:
  - Extremely detail oriented and conscientious about staff needs/perspectives.
  - Created and maintained resources for staff
- Provided significant support for Library projects in 2024, including:
  - Closing of Antioch/Opening of Merriam Plaza Library
  - Printing systems transition
  - Onboarding of new manager
- Serves as a member of the inaugural Library VIBE team.



# Michelle Olsen

*Circulation Manager*



- On top of her role as Circulation Manager, stepped in for a Branch Service colleague on leave to help transition staff into new job roles.
- Helped set the foundation for the Southwest region leadership team.
- Embodies the county's values of teamwork, professionalism and offers a caring workplace to those she leads.



# Zach Contess

*Patron Services Specialist*



- Leader and supporter for the English Language Learners program:
  - Works most Saturdays to set up rooms and assist volunteer facilitators prior to and during classes
  - Schedules all the meeting rooms, records attendance
  - Creates and maintains resources for ELL students
- Supports Library volunteers in additional ways:
  - Serves as volunteer branch liaison
  - Created and led virtual book club for volunteers during the pandemic



**2025 Library Programs Honoring Black Experience & History**

**Book Discussion: All That She Carried by Tiya Miles**

- Saturday, January 18, 2025
  - 10:00 AM – 11:00 AM Merriam Plaza Library
- Tuesday, January 28, 2025
  - 6:30 PM – 7:30 PM Corinth Library
- Monday, February 10, 2025
  - 6:30 PM – 7:30 PM Cedar Roe Library
- Tuesday, February 18, 2025
  - 2:00 PM – 3:00 PM Online event

All That She Carried by Tiya Miles is the poignant story of an enslaved mother’s gift to her daughter – a cotton sack that weaves together generations of resilience, love, and survival in the face of unimaginable hardship. This program is in partnership with the National Museum of Toys and Miniatures. Additional free programs with the author are scheduled on February 6 and 7 at the museum. Visit the National Museum of Toys / Miniatures website for details.

**Thursday, February 06, 6:00pm–8:00pm UMKC Student Union**

Join The National Museum of Toys and Miniatures on the University of Missouri-Kansas City campus for a keynote address with Dr. Tiya Miles, Michael Garvey Professor of History and Radcliffe Alumnae Professor at Harvard University. Her 2021 National Book Award winner, “All That She Carried: The Journey of Ashley’s Sack, a Black Family Keepsake” was a New York Times bestseller and winner of the Frederick Douglass Prize. (For book discussion details on this title, see pages 20-21.) Book sales and signing will follow the lecture. Registration is required.

Tiya Miles is the author of eight books, including four prize-winning histories about race and slavery in the American past. Her latest work is the biography Night Flyer: Harriet Tubman and the Faith Dreams of a Free People. Her 2021 National Book Award winner, All That She Carried: The Journey of Ashley’s Sack, a Black Family Keepsake, was a New York Times bestseller that won eleven historical and literary prizes, including the Cundill History Prize and the Frederick Douglass Prize. All That She Carried was named A Best Book of the Year by The New York Times, The Washington Post, The Boston Globe, The Atlanta-Journal Constitution, NPR, Publisher’s Weekly, The Atlantic, Time, and more.

**Tween Book Club**

- Saturday February 4, 2025
  - 4:30 – 5:30 Monticello
- February 18, 2025
  - 4:30 – 5:30 Online
- Saturday, February 22, 2025
  - 10:00 – 11:00 Gardner Library
  - 2:00 - 3:00 Leawood Library

Tweens ages 9-13: Let’s get together to read new books, discuss ideas and characters, and meet other book lovers! Each session features a new book, a staff-led group discussion, and a related activity. Participants can stop by the Youth Services desk to get a free book while supplies last.

February: *Brown Girl Dreaming* by Jacqueline Woodson

Jacqueline Woodson, one of today's finest writers, tells the moving story of her childhood in mesmerizing verse. Raised in South Carolina and New York, Woodson always felt halfway home in each place. In vivid poems, she shares what it was like to grow up as an African American in the 1960s and 1970s, living with the remnants of Jim Crow and her growing awareness of the Civil Rights movement.

**American Girl Book Club**

- Tuesday, February 18, 2025
  - 4:30 PM – 5:30 PM Cedar Roe Library

This book club helps kids learn more about important moments in American history. American Girl offers many character stories exploring historical perspectives from a girl’s point of view. Join this group to read and craft with some new friends. Copies of the book will be available at the Cedar Roe while supplies last. Best for ages 8-12.

February – *No Ordinary Sound (Melody)* by Denise Lewis Patrick

"Melody is an optimistic, enthusiastic girl growing up in Detroit, Michigan during the Civil Rights Movement of the 1960s. She is excited and proud to share a special surprise with her family. She's been chosen to sing a solo for Youth Day at her church! But what song will she choose? She gets advice from her big brother, and is also inspired by her older sister, but it's the inspirational words of Dr. Martin Luther King Jr. that help her pick the perfect song. There are many unfair things happening during Melody's time, even to people in her own family. But it's an unimaginable tragedy in the South that leaves Melody silent. Who can help her lift her voice and sing? Who will inspire her to keep stepping?"

**Past Is Prologue: The Kansas City Monarchs and America's National Pastime**

- Tuesday, February 11, 2025
  - 6:30 PM – 7:30 PM Online event

The history of Negro Leagues baseball in America mirrors the racial strife experienced by Blacks in society. The Negro Leagues was plagued by discrimination, racism and inequity, while its athletes were celebrated for their resiliency, professionalism and athleticism. 2020 marked two major milestones for baseball: the Negro Leagues celebrated its 100th anniversary and Major League Baseball merged statistics of these Black players with those of the Major League. This talk sheds new light on this sports history and the history of baseball in Kansas. Kansas City's Negro Leagues team, the Monarchs, barnstormed across Kansas and the region to play more than 400 games between 1920 and 1957 against local towns. Presented by Phil Dixon, a historian and cofounder of the Negro Leagues Baseball Museum.

**Online Author Talk with Lee Hawkins**

- Tuesday, February 18, 2025
  - 1:00 PM – 2:00 PM Online

Join Lee Hawkins, author of Pulitzer Prize finalist "I Am Nobody's Slave: How Uncovering My Family's Story Set Me Free", as she discusses the powerful true story behind the book, the history it uncovers, and the inspiration for bringing this compelling narrative to life.

**MINUTES JOHNSON COUNTY LIBRARY BOARD**  
**REGULAR MEETING**  
December 12, 2024  
at Central Resource Library  
4:00 p.m.

**BOARD:** Kelly Kilgore, Anna Van Ophem, Charles McAllister, Chrysalyn Huff (on Zoom), David Sims, Jeffrey Mendoza, and Jennifer Hrabe.

**ABSENT:** None

**BOARD ATTORNEY:** Andrew Logan and Fred Logan.

**BOCC:** Commissioner Shirley Allenbrand.

**STAFF:** (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Patti Kangethe, Shelley O'Brien, Aaron Otto, Elissa Andre, Scott Sime, Juan Lopez-Tamez, Shanta Dickerson, Lacie Griffin, Michelle Olsen, Megan Clark, Lori Ross, Julian Desens, Cameron Pratte, Matthew Fowler, Victoria Ricci, Heather Perry, Jenica Kolbeck, and Eden Pierce

**CITIZENS COMMENTS:**

Included in the December Board Report is a citizen comment, submitted in writing.

Billy Croan, a resident of the City of Merriam, shared that he had been following the community center project since 2016 or 2017. Now, the project has been fully realized, including the library, which was built on land donated by the city to the library several years ago for one dollar. The land, previously a park with value to the community, was transferred as part of a collaborative effort between local government entities to serve the community. Billy noted that the land for the old library location is now being discussed for sale back to the city at fair market value of \$4 million. He shared his personal opinion that, in the same cooperative spirit, the land should be sold back to Merriam at a reduced rate to ease the burden on taxpayers, as they are ultimately the ones being served.

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

Board Chair Kilgore shared that she was currently reading *Emily Wilde's Encyclopedia of Faeries* by Heather Fawcett, a book outside her comfort zone, for her book club. Although she hadn't become engrossed in it yet, she planned to keep reading. She is also reading *College Girl Missing*, a story about a young woman who vanished in plain sight, which aligned with her interest in true crime. As a fan of true crime podcasts and books, she was eager to see if the mystery would be solved. She also noted that Commissioner Allenbrand had not yet arrived but was expected and that the Board would hear her report once she had arrived.

**DEVELOPMENT DEPARTMENT REPORT**

Amber Bourek Slater, Volunteer and Friends Engagement Coordinator, presented on behalf of the Development Department combining the Friends of the Johnson County Library, the Johnson County

Foundation, and the Johnson County Library Volunteers. The written reports are included in the December Library Board Report.

Ms. Bourek Slater reported that construction had begun on the Friends' new pop-up sales space, which will double their square footage. Friends members may have received an email with pictures of the progress. The space, located next to the current one, is expected to be completed in 2025. Volunteers plan to reassemble bookcases from the Antioch branch in the new space, and the Friends expressed gratitude for being allowed to use those shelves.

Ms. Bourke Slater also shared that the Development Department is planning for 2025, with efforts underway to secure private funding for early literacy interactive wall units for the Spring Hill and De Soto branches—currently the only locations without them. The goal is to raise \$20,000 to \$40,000 to create custom units similar to the one at Merriam Plaza. She invited questions and mentioned the upcoming volunteer end-of-year potluck.

## **BOARD COUNSEL REPORT**

Mr. Fred Logan, Board co-counsel, reviewed disposal of property and review of contracts.

Mr. Logan provided a report on two key topics. First, he explained the library's administrative regulation on the disposal and transfer of property, specifically regarding the agenda item to sell the Antioch properties to the City of Merriam. He noted that the Board is authorized to sell property through private sales, which is appropriate in this case given the discussions involving City of Merriam officials, the Chair of the Board of County Commissioners, the County Manager, and the County Librarian. He emphasized that the library's property sales must first be approved by the Board and then ratified by the Board of County Commissioners.

Second, Mr. Logan detailed the counsel's role in reviewing library contracts, describing it as a multi-step process. Agreements begin with staff review, proceed to the County Librarian, and then undergo legal review by counsel. He highlighted key agreements reviewed in 2024, including security camera agreements, the Antioch Library surplus property resolution, the Lackman sale, the West Wall Foundation project, and agreements related to the Corinth Library replacement process. He also mentioned reviewing program agreements, such as co-sponsorships with public agencies and nonprofits, like the Johnson County Genealogical Society and Catholic Charities. He assured the Board that all agreements, particularly real estate transactions, are thoroughly reviewed by staff and counsel.

## **COUNTY LIBRARIAN REPORT**

### **Finance Report**

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

Mr. Vratny reported that at the end of October 2024 that the library had collected nearly \$52.1 million, representing over 89% of the budgeted revenue for the year. He noted that excluding the planned use of \$6.87 million in reserves for 2024, the library had already collected its expected revenue for the year, thanks in part to the \$1.92 million from the sale of Lackman, listed under the sale of capital assets. On the expenditure side, total obligations were slightly over \$48.4 million, accounting for

about 83% of the budget. When factoring out open encumbrances, expenditures were closer to 79%, which was on track for this point in the year.

### **Development Department Trends**

Shelley O'Brien, Development/Foundation Director, presented the Development Department Trends to the Board, this report is included in the December Board Report.

Ms. O'Brien provided a year-end overview of statistics and updates from the Foundation, Friends, and volunteers. She highlighted key accomplishments and trends in development.

Volunteer numbers remained steady compared to last year, intentionally so due to reorganization efforts. Retention of skilled volunteers was a priority, as their high-quality work ensures stability. Volunteer hours also remained stable, though the Friends experienced a slight dip due to equipment issues in their sorting center. New volunteer opportunities are being explored, such as greeters for busy program days and expanded roles for teens needing service hours.

The Friends surpassed last year's membership with 915 members, driven by retention and advocacy efforts, such as thank-you notes to officials and participation in the Kansas Library Association Day. Increased membership, additional space, and book sales continue to provide a reliable revenue base.

The Foundation is on track to donate \$125,000–\$133,000 back to the library this year, supported by strong market returns and planned giving. Fundraising efforts, including Library Lets Loose, performed well, with \$21,000 expected from year-end individual donations. Plans for 2025 include hiring three new staff members and focusing on stewardship efforts, like personally thanking donors.

Ms. O'Brien shared a touching story of a 90-year-old patron who walks daily to the Corinth Library for large-print books and whose family donates in gratitude for the staff's kindness. She emphasized the joy of hearing such stories and the community's appreciation for the library's impact.

### **COUNTY COMMISSIONER REPORT:**

Commissioner Allenbrand expressed gratitude to the board and acknowledged their volunteerism and hard work, noting it is often underappreciated. While she had no formal updates, she mentioned preparations for the holiday season and the swearing-in of three Commissioners in January. She reflected on the joy she experienced at the recent retreat, where she enjoyed hearing ideas, seeing the enthusiasm of the staff, and listening to Shelley's updates. She thanked the board for their dedication and enthusiasm.

### **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 December 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 renovations. She reported that the projects remained in the schematic design phase, with progress continuing through the end of the year and into early next year. She met with the architects to review ideas and shared that an RFP would be issued in the coming weeks to hire a construction manager, who will assist with design development in early 2024. The project timeline remained unchanged, though the move-out date was temporarily removed to avoid confusion. She offered to answer any questions.

Commissioner Allenbrand asked if it would be okay to share project updates during an upcoming meeting with the Spring Hill city manager, mayor, and the new district commissioner. Ms. Clark enthusiastically approved, expressing her support. Commissioner Allenbrand noted the importance of the library for residents without internet access, sharing a story about a student in Spring Hill who struggled with connectivity.

Ms. Clark shared hopes that the expanded Spring Hill space would become a welcoming environment, particularly for teens, with improved computer access. Commissioner Allenbrand also mentioned working with a researcher to analyze regional development trends, job markets, and growth, offering this information to assist the library. Ms. Clark appreciated the offer and thanked the commissioner for the insights.

### **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 December Board Report.

Mr. Sime provided updates on various projects. He reported no changes for Spring Hill and De Soto since the last update, as previously covered by Megan Clark. The primary focus was on the west wall at the Central branch, where site and drainage work were expected to be completed by the end of the year. Exterior waterproofing and interior patching and painting had been finished. Additionally, facilities partners were developing the 2025 capital replacement program, which would be presented at a future board meeting. He concluded by inviting questions but received none.

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

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

Ms. Suellentrop welcomed new employees to the library.

### **Writers' Conference**

Katherine Fuller, Program Services Specialist, presented on the Writers' Conference, this report is included in the December Board Report.

Katherine Fuller, a member of the Writers Conference Team, introduced the library's annual Writers Conference as one of its signature events. The purpose of the conference was to provide skill development and networking opportunities for local writers. Ms. Fuller acknowledged the collaborative effort of various staff members, including program managers, coordinators, clerks, volunteers, and even the County Librarian and Development Director, who contributed by answering phones, managing emails, transporting presenters, and guiding patrons during the event weekend.

She shared a story about their tee-shirt designs, noting that the previous year's heat press activity didn't go as planned. After gathering ideas from a national conference, they revamped the activity with preprinted iron-on vinyl pieces, which were also included in thank-you goody bags for the board members.

The conference broadened its community reach through collaborations. It partnered with the Olathe Public Library to host a pre-conference writer's social and worked with the Story Center at Mid-Continent Library for a multi-day event, including a local author fair featuring a reading and panel discussion by writer contest winners. Another highlight was the involvement of the Mid-America Romance Authors, who hosted drop-in activities and encouraged attendees to share their writing on the JoCo Writes blog. The local bookstore, Monstera's Books and Plant Shop, also participated by offering a selection of presenters' works, plants, and accessories.

Overall, the conference received positive feedback. It featured 18 presenters, 17 workshops (three of which were recorded on YouTube), four new collaborations, 23 volunteers, and 14 program staff. Approximately 250 patrons attended across the three-day event, and the evaluations generated a word cloud of descriptive feedback.

Looking ahead, the library scheduled additional book discussion dates due to high demand and planned to build on past experiences for the 2025 conference. Ms. Fuller ended with a story shared on the JoCo Writes blog, where a conference attendee detailed their and their spouse's positive experiences. The attendee was inspired to pursue publishing a children's book, while their spouse began writing with enthusiasm, guided by the advice shared during the sessions.

Ms. Hrabe expressed her support and thanks for doing this work. County Librarian Suellentrop shared that Ms. Fuller was being modest about the work that took place and how the team came together to make sure this took place when a colleague needed to step away due to a family matter, she commended the entire team for their work and their success.

### **Election Support Update**

Ashley Fick, Program Coordinator, presented on the Election Support Update, this report is included in the December Board Report.

Ms. Fick discussed her role in organizing election-related activities. This year, the library hosted eight candidate forums in partnership with the Johnson County Post at various locations across the county. These forums featured Kansas State Representatives, senators, County Commissioners, the District Attorney, and the sheriff, all of whom were on the ballot. The events were free, open to the public, live-streamed, and made available online afterward. Ms. Fick shared a memorable story about a long-time staff member's daughter who voted for the first time, attended a forum, and met the candidates, highlighting the impact of such events.

In addition to the forums, the library displayed voter resources, including forms, applications, and guides in English and Spanish, throughout its branches. On Election Day, voter turnout in Johnson County reached 72.79%. The Central branch had the highest turnout among library polling locations, while Monticello served as an early voting site. Friends of the library supported election workers by providing coffee and donuts at all seven polling locations.

Branch staff shared positive feedback, including their enjoyment of hearing applause for first-time voters. Additionally, the election office hosted a kids' voting activity, with results revealing the Chiefs as the favorite sports team, Wonder Woman as the favorite superhero, and ice cream as the favorite food.

Ms. Fick also addressed a complaint at the Lenexa Library, where a voter objected to magazine covers featuring election-related content. After consulting with the supervising judge, the magazines were temporarily moved behind the desk with signage indicating their availability. Additionally, Kansas City Media Collective guides were removed from polling places at the election office's request.

Looking forward, Ms. Fick outlined plans to work with operations staff, the election office, and legal counsel to create guidelines for addressing potential conflicts while ensuring library collections are protected and voting support is maintained.

Mr. Mendoza asked about how patrons were able to access the moved magazines. Ms. Fick clarified that they were behind the questions desk.

Commissioner Allenbrand shared that one complaint out of so many participants is great. Seeing the kids voting event was awesome. She also shared that Fred Sherman won an award for how smooth the election was, and that could be attributed to the work from the library to assist. Ms. Fick expressed that it was a smooth partnership.

### **Library Weather closing Procedure**

Ben Sunds, Associate Director for Customer Experience, provided an update on the library's weather closing procedures in preparation for winter. He referenced ARM 20-10-12, approved by the Board on February 8 of this year, which grants the County Librarian or their designee the authority to close the library, delay opening, or close early during bad weather.

To make these decisions, the library relies on information from the National Weather Service, the National Oceanic and Atmospheric Administration, and the county emergency center. Mr. Sunds clarified that the library's closure decisions differ from those of Johnson County Government because the library is not classified as an essential service, unlike some county departments.

Mr. Sunds emphasized that weather-related closures apply only to library buildings and do not affect online services. The library also considers the actions of local school districts and regional library systems when making decisions to ensure the safety of patrons and staff.

### **Library Board Conference Attendance**

Tricia Suellentrop, County Librarian, provided updates on library conference attendance and the patron printing deposits system. She mentioned that library conferences are offered to Library Board members annually. Mr. McAllister will attend the annual conference in Philadelphia this summer, and future conferences for 2026 will begin scheduling in early 2025. Ms. Suellentrop encouraged Board members to express interest or seek recommendations to match them with suitable conferences, as planning begins early to secure accommodations.

### **Patron Printing Deposits Update**

Tricia Suellentrop, County Librarian, presented on the patron printing deposits, this report is included in the December Board Report.

Regarding the patron printing deposits update, she reminded the Board of their March approval to transition to a new printing system, public PC solution, and point-of-sale system. The transition was completed, and the library is phasing out the option for patrons to maintain a balance for printing, as electronic payment methods have become more popular and accessible. Patrons will have until May 1, 2025, to use their remaining balances. For balances over five dollars, the library will issue refund checks after May 1.

Ms. Suellentrop outlined plans to communicate this change to patrons at each branch and noted that they are working with county treasury and taxation partners to ensure an efficient process. No Board action was required, as this update was for information only.

In response, Mr. Mendoza inquired whether patrons could still pay for printing using cash and coins, recognizing that not everyone may have access to electronic payment methods. That was confirmed.

Board Chair Kilgore inquired about how many patrons' accounts have a balance. Ms. Suellentrop shared that currently there are about 7,000 accounts with an average of about \$0.80 each. She addressed that some accounts are aged and do not have trusted contact information.

### **County Librarian Appraisal Update**

Anna Van Ophem, Board Vice Chair, addressed County Librarian Appraisal update.

Ms. Van Ophem provided an update on the performance appraisal process for the head librarian, Tricia Suellentrop. She reminded the Board that in November, they met in Executive Session to approve a merit increase for Ms. Suellentrop, which was announced at the previous board meeting. Following this, Ms. Van Ophem, Ms. Huff, and Mr. McAllister, met to plan the next steps and outlined their recommendations.

Ms. Suellentrop was asked to prepare her proposed goals and objectives for 2025 to share with the Board by the January board meeting. The Board planned to review and discuss these proposals in Executive Session, allowing members to provide feedback and suggest areas of focus. The finalized goals and objectives would be ready by February.

Between February and March, Ms. Van Ophem proposed working with HR partner to streamline the staff survey process used for feedback on the librarian. She noted the current survey was too lengthy, taking over an hour to complete, and aimed to refine it to focus on the most relevant questions.

Ms. Van Ophem also recommended forming the 2025 appraisal committee earlier, in May, instead of October, to align with the onboarding of new board members and officers. The earlier establishment of the committee would allow for quarterly or regular meetings with the librarian throughout the year. This approach would provide ongoing support and give the committee a better understanding of the librarian's work, ensuring the year-end appraisal process was more informed and less detached.

Ms. Van Ophem concluded by emphasizing the value of these informal, regular touchpoints for both supporting the librarian and improving the appraisal process. She invited input from Mr. McAllister and Ms. Huff, who was attending via Zoom.

## CONSENT AGENDA

### I. Consent Agenda

#### A. Action Items:

1. Minutes of the November 14, 2024 Regular Library Board meeting
2. 2025 renewals of Memoranda of Understanding (MOUs)  
Consideration of approval of the MOUs for Johnson County Parks & Recreation District on behalf of Johnson County Museum, Strawberry Week Society, Johnson County Library Foundation
3. Consider approving the temporary closure of the Central Resource Library for Library Lets Loose 2025, Shelley O'Brien, Development Director
4. 2025 renewal of agreement for legal services with Logan Logan & Watson.
5. 2025 SirsiDynix contract renewal.

#### B. Information Items

1. Financial and Personnel
  - a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2024 were handled in accordance with library and County policy.
  - b) The October 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

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

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

**Motion was approved unanimously.**

### II. Old Business

None

### III. New Business

- #### A. Action Item: Consider authorizing a contract for sale of the Antioch Property

Tricia Suellentrop, County Librarian, presented a contract for sale of the Antioch Property . A copy of that contract was included in the December Board Report.

Board members discussed the proposed sale of the Antioch property, expressing a range of perspectives. The board debated the timing and process

of the decision, balancing concerns over thoroughness with the practicality of moving forward.

Mr. Sims stated his support for the sale, emphasizing that the land's value outweighed what was previously there. While he acknowledged that the sale could have been open to bidding for potentially higher offers, he felt it was fair to prioritize Merriam as a partner, given their past support for the library.

Ms. Van Ophem expressed concern about the decision-making process, noting that discussions about the property sale were rushed and insufficient. She pointed out that the board had little time to deliberate and felt that their role as property owners was sidelined. Ms. Van Ophem raised questions about whether the property's value was fully assessed, suggesting the board did not conduct its own due diligence and might be selling prematurely without exploring all options. As a result, she stated her intention to vote no.

Ms. Huff defended the process, expressing appreciation for library leadership and staff who facilitated discussions. She noted the challenges in the current real estate market, highlighting the difficulty of selling commercial properties. She viewed the offer as a rare opportunity and urged the board to consider it carefully. Ms. Huff also offered to recuse herself from the vote due to additional knowledge she had about the situation.

Ms. Hrabe and Board Chair Kilgore expressed comfort with the sale, particularly after earlier discussions during Executive Session. They emphasized that the funds from the sale would support upcoming library projects and align with the library's master plan. Ms. Kilgore also clarified that the property sale to Merriam, a public entity, was consistent with the library's service mission, unlike selling to private developers.

Mr. Sims reiterated his stance, noting that the board received an independent appraisal, ensuring the sale price was fair. He reasoned that the Antioch property lacked future library use potential and saw no long-term vision for it. He supported the sale based on Merriam's partnership and the fairness of the agreed price.

Mr. Mendoza echoed similar sentiments, citing lessons learned from the Lackman property sale. He emphasized that this transaction would benefit the county while offloading a vacant property with no intended use.

**Motion: Mr. Mendoza** moved that pursuant to ARM 50-20-70(b), the Library Board resolves to sell the Antioch Library properties by private sale and therefore moves that the Library Board approve the Real Estate Sale Contract for sale of the Antioch Library properties to the City of Merriam, KS, in the amount of \$3,930,000, and authorizes the County Librarian to take the steps necessary to consummate the transaction as provided in Contract Section 10.  
**Second: Mr. Sims seconded** this motion.

**Motion was approved by Board Members Hrabe, Huff, McAllister, Mendoza, Sims, and Chair Kilgore.**

**Motion was opposed by Board Member Van Ophem.**

**Motion was approved 6 to 1.**

Chrysalyn Huff exited the meeting at 5:06pm.

- B. Action Item: Consideration to remain open on holidays due to extreme temperature

Tricia Suellentrop, County Librarian, presented consideration to remain open on holidays due to extreme temperature, as described in the briefing sheet included in the December Board Report.

Mr. Mendoza sought clarification about the library's role as a warming center, questioning whether decisions were made independently or based on county requests. County Librarian Suellentrop explained that when libraries are open, they always serve as warming centers. However, decisions for after-hours or holiday use are made following county requests, as was the case earlier in January of 2024. She noted that the board had granted her temporary authority last year to make such decisions during a cold spell.

Mr. Mendoza acknowledged that authority and appreciated the effort to create a proactive plan to avoid rushed decisions in emergencies. Ms. Van Ophem inquired about the number and location of libraries considered for this role, with Ms. Suellentrop suggesting Central Resource Library as the primary option, while also considering locations in the north and south based on bus routes and staffing needs. County Librarian Suellentrop emphasized that staffing would be voluntary, with considerations for holiday incentives.

Ms. Hrabe suggested Oak Park as another suitable location due to its bus route accessibility. Mr. Sims praised the effort to plan ahead, contrasting it with last year's rushed decision-making during extreme cold. He highlighted the challenges of organizing such an initiative on short notice.

Ms. Suellentrop reiterated the need for better preparation and framed this initiative as a trial rather than a long-term commitment. She emphasized that the board retained the authority to adjust or discontinue the practice if it proved unsuitable. Commissioner Allenbrand noted that churches and other community organizations were also being approached to provide warming services, highlighting the collaborative nature of the effort. Ms. Suellentrop acknowledged these partnerships as part of the broader discussion.

**Motion: Ms. Hrabe** moved to authorize that the Library Board approve the County Librarian to take measures to open a library location in partnership with Johnson County in the event of an extreme weather event on any of the

following dates, December 25<sup>th</sup> 2024, January 1<sup>st</sup> 2025, and / or January 20<sup>th</sup> 2025.

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

**Motion was approved unanimously.**

- C. Information Item: Consideration of renewal of MOU with the Johnson County Genealogy Society

Adam Wathen, Associate Director for Branch Services, presented the MOU with Johnson County Genealogy, as included in the December Library Board Report.

- D. Information Item: Consideration of renewal of MOU with the Catholic Charities

Adam Wathen, Associate Director for Branch Services, presented the MOU with Catholic Charities, as included in the December Library Board Report.

- E. Information Item: Consideration of renewal of MOU with DTI/AIMS

Ben Sunds, Associate Director for Customer Experience, presented the MOU with DIT/AIMs, as included in the December Library Board Report.

- F. Information Item: Consideration of renewal of MOU with InterUrban ArtHouse

Ben Sunds, Associate Director for Customer Experience, presented the MOU with InterUrban ArtHouse, as included in the December Library Board Report.

Mr. Sims asked if Library staff have been happy with this partnership and the freeing of staff time.

Mr. Sunds confirmed it has gone well.

- G. Information Item: Consideration of renewal of MOU with County Payroll

Dave Vratny, Finance Director, presented the MOU with County Payroll, as included in the December Library Board Report.

- H. Information Item: Consideration of Collection Development Policy

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

Board Chair Kilgore asked about the content of the upcoming survey for patrons, wondering if it would address the adequacy of the library's collection. Ms. Griffin explained

that the survey was still being developed and would likely include questions about format preferences, such as the use of Libby, streaming services, or physical media like DVDs and gaming systems. She noted that they were observing trends, such as the decline in CD audiobook production, and considering how to assist patrons with these changes, particularly the aging population. Ms. Griffin stated that survey results would likely be presented in the third or fourth quarter of the year.

Ms. Hrabec commended the collections team, particularly praising the graphic novel collection curated by Elena. Ms. Griffin acknowledged the expertise of her team, many of whom had presented nationally. Mr. Sims highlighted the importance of the diversity audit amidst ongoing debates about book bans, emphasizing the library's commitment to a balanced collection.

Ms. Griffin also outlined updates to the collection development policy for 2024. These included aligning the policy with the 2024–2028 strategic plan, revising references to business resources to include online databases, and introducing a local author collection to accommodate unique works that does not fit standard criteria. Updates also included removing outdated terminology (e.g., replacing “foreign languages” with “world languages”) and references to microfilm, which the library was transitioning to digital formats. New formats like e-newspapers were added, along with updated partnerships for local history with the Johnson County Museum. The policy would also reflect federal depository updates and revisions to the library's bill of rights.

Ms. Griffin concluded by noting that these changes would be up for a vote in January, and County Librarian Suellentrop thanked the team for their thorough and thoughtful review of the policy.

## ADJOURNMENT

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

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

**Motion approved unanimously.**

Meeting adjourned at 5:30 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:** January 9, 2025  
**Re:** Memorandum of Understanding with City of Edgerton

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**Issue:** Renewal of the Lease Agreement with the City of Edgerton

**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 agreement with the City of Edgerton for the renewal of the lease agreement for the year 2025.

**Background:**

Currently Johnson County Library and the City of Edgerton have a use and maintenance agreement in place for the purposes of providing library services in the City of Edgerton. The Library provides materials, computer access, and meeting space. The city maintains the building and grounds.

The Library does not own this building or this land. We have previously agreed to a fee of \$1,500 per month as the city is responsible for the building maintenance, snow removal and trash removal.

**Alternatives:** If we do not renew the agreement at this time, we will need to find an alternate spot for library services in Edgerton or end services.

**Legal Review:** Reviewed by counsel

**Budget Approval:** \$1500 per month in rent.

**Recommendation:** Approve the agreement as presented

## **FACILITY USE AND MAINTENANCE AGREEMENT**

THIS FACILITY USE AND MAINTENANCE AGREEMENT (the Agreement) is made this \_\_\_\_\_ day of December, 2023~~4~~, by and between the City of Edgerton (the City) and the Board of Directors of the Johnson County Library (JCL). The parties agree as follows:

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

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

### **SECTION THREE: CITY'S RESPONSIBILITIES**

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

### **SECTION FOUR: JCL'S RESPONSIBILITIES**

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

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

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

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

## **SECTION SIX: FAILURE TO MAKE REPAIRS**

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

## **SECTION SEVEN: TERM**

The term of this Agreement shall be one year beginning January 1, 202~~43~~<sup>4</sup> through December 31, 202~~34~~<sup>4</sup>, upon execution by the parties of a Resolution renewing the Agreement. In the event that one of the parties elects not to renew this Agreement, it shall give the other party six months prior written notice of its intent not to renew.

## **SECTION EIGHT: INSURANCE AND HOLD HARMLESS**

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

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

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

**IN WITNESS WHEREOF**, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF EDGERTON, KANSAS

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

\_\_\_\_\_  
Donald Roberts, Mayor

\_\_\_\_\_  
~~Bethany Griffith~~ Kelly Kilgore, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Alexandria K. Clower, City Clerk

\_\_\_\_\_  
~~Kelly Kilgore~~ Anna Van Ophem, Vice Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lee W. Hendricks, City Attorney

\_\_\_\_\_  
Fred J. Logan, Jr., Attorney

**To:** Library Board of Directors

**From:** Tricia Suellentrop, County Librarian

**Date:** January 9, 2025

**Re:** Memorandum of Understanding with Johnson County Genealogical Society

---

**Issue:** Partnership with Johnson County Genealogical Society

**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 Genealogical Society and Johnson County Library for the year 2025.

**Background** Johnson County Library has provided space for the monthly general meetings of the Johnson County Genealogical Society (JCGS) since the 1970s. We have had a very successful relationship as the Genealogical Society has provided direct volunteer service out of our Central Resource Library. They have expanded service to include the Memory Lab Services.

The changes to the 2025 MOU add specific support requests from the Library for the Memory Lab services of JCGS. This includes technology storage and room access.

**Analysis:** Johnson County Library and the Johnson County Genealogical Society have had a successful relationship. Our patrons have come to expect the services and resources that are provided by the Johnson County Genealogical Society.

**Funding Overview:** There are no budget implications for us other than normal use of building costs.

**Alternatives:** To not approve the MOU and discontinue the relationship. To not approve changes to the MOU in supporting the

**Recommendation:** Approve the 2025 agreement with the Johnson County Genealogical Society.

**Legal Review:** Reviewed by Counsel

## **AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY**

THIS AGREEMENT is made and entered into for the year 202~~5~~<sup>4</sup> by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

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

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

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

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

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

I. **Johnson County Genealogical Society shall:**

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

- II. **If Johnson County Library’s budget and staffing levels are adequate, it shall:**
- a. Provide basic genealogy collection support including print reference and databases.
  - b. JCL Collection Development Manager shall manage the collection and it will be subject to the same analysis and system of priorities as are all other specialized collections of the Library. The Library’s *Collection Development Policy* section on Genealogy (9.12) will be followed with respect to this collection:
    - “It is a highly selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere.” And “Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff.”
  - c. Provide basic bibliographic support through organization and cataloging of genealogical materials regardless of ownership.
  - d. Provide space to house the physical genealogy collection, genealogy/reference queries and genealogy programming including floor space, basic shelving, service desk space, display space, ~~and~~ meeting room space, and a locked cabinet for storage of Memory Lab equipment.
  - e. Provide operational support for basic equipment such as microform reader/printers, photocopy machines, standard computers and printers, use of the Library’s Integrated Library System for materials searching and retrieval, use of the Library’s IT staff for routine support of genealogy databases.
  - f. Provide a designated staff liaison to assist and guide JCGS Executive Board member and Volunteer Coordinator in operational details and assist with programming promotions and meeting room reservations- prior to the general public’s ability to book rooms.
  - g. Provide basic ~~technology programming~~ assistance ~~including training on the technology~~ in the Carmack Community Room and the use of coffee making facilities in the Central break room.
  - h. Provide staff to answer general genealogy questions.
  - i. Library cannot guarantee security for materials belonging to JCGS and above normal consideration and is not liable for damages, loss or theft. In case of catastrophic loss, JCGS materials are to be included under any claim Johnson County Library makes for material loss.
  - j. Provide an updated obituary index on [www.jocohistory.org](http://www.jocohistory.org).
- h. Provide study or conference room space to host a Memory Lab for hours each week outside of the normal booking parameters of the study rooms.

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

JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC.

JOHNSON COUNTY LIBRARY

By: Angela Fields, Heather Jenkins, President

By: \_\_\_\_\_ Patricia Suellentrop, County Librarian

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

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

By : \_\_\_\_\_

Susan Lamkin Cowan, Recording Secretary

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

## **AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY**

THIS AGREEMENT is made and entered into for the year 2025 by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

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

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

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

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

I. **Johnson County Genealogical Society shall:**

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

- II. **If Johnson County Library's budget and staffing levels are adequate, it shall:**
- a. Provide basic genealogy collection support including print reference and databases.
  - b. JCL Collection Development Manager shall manage the collection and it will be subject to the same analysis and system of priorities as are all other specialized collections of the Library. The Library's *Collection Development Policy* section on Genealogy (9.12) will be followed with respect to this collection:
    - "It is a highly selective collection which serves to introduce and define the subject and to indicate the varieties of information elsewhere." And "Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff."
  - c. Provide basic bibliographic support through organization and cataloging of genealogical materials regardless of ownership.
  - d. Provide space to house the physical genealogy collection, genealogy/reference queries and genealogy programming including floor space, basic shelving, service desk space, display space, meeting room space, and a locked cabinet for storage of Memory Lab equipment.
  - e. Provide operational support for basic equipment such as microform reader/printers, photocopy machines, standard computers and printers, use of the Library's Integrated Library System for materials searching and retrieval, use of the Library's IT staff for routine support of genealogy databases.
  - f. Provide a designated staff liaison to assist and guide JCGS Executive Board member and Volunteer Coordinator in operational details and assist with programming promotions and meeting room reservations prior to the general public's ability to book rooms.
  - g. Provide basic technology assistance in the Carmack Community Room and the use of coffee making facilities in the Central break room.
  - h. Provide staff to answer general genealogy questions.
  - i. Library cannot guarantee security for materials belonging to JCGS and above normal consideration and is not liable for damages, loss or theft. In case of catastrophic loss, JCGS materials are to be included under any claim Johnson County Library makes for material loss.
  - j. Provide an updated obituary index on [www.jocohistory.org](http://www.jocohistory.org).
  - h. Provide study or conference room space to host a Memory Lab for hours each week outside of the normal booking parameters of the study rooms.

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

JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC.

JOHNSON COUNTY LIBRARY

By: \_\_\_\_\_  
Heather Jenkins, President

By: \_\_\_\_\_  
Patricia Suellentrop, County Librarian

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

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

By : \_\_\_\_\_  
Susan Lamkin Cowan, Recording Secretary

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

DRAFT

**To:** Library Board of Directors

**From:** Tricia Suellentrop, County Librarian

**Date:** January 9, 2025

**Re:** Memorandum of Understanding with Catholic Charities of Northeast Kansas

---

**Issue:** Partnership with Catholic Charities of Northeast Kansas

**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 Catholic Charities of Northeast Kansas and Johnson County Library for the year 2025.

**Background** Since at least 2015, Johnson County Library has partnered with Catholic Charities to provide space for them to offer lunches during the Summer. Currently Catholic Charities uses Central Resource Library up to five days a week. Historically, we had delivered breakfast through Catholic Charities at our Antioch Library branch. We are exploring how to support Catholic Charities work in the space at our Merriam Plaza location.

The changes to the 2025 MOU get more specific in describing the obligations of Catholic Charities of Northeast Kansas and their obligations to associated Federal and Kansas State Department of Education programs. The MOU changes are descriptive and do not constitute change in practice between the Library or Catholic Charities for service delivery at Central Resource Library.

**Analysis:** Johnson County Library and Catholic Charities have had a successful relationship serving out of our Central Resource Library and previously at our Antioch branch. We continue to look for ways to help Catholic Charities achieve their goals by using our spaces.

**Funding Overview:** There are no budget implications for us other than normal use of building costs.

**Alternatives:** To not approve the MOU and discontinue the relationship.

**Recommendation:** To move to approve an MOU between Johnson County Library and the Catholic Charities of Northeast Kansas.

**Legal Review:** Reviewed by Counsel



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

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

**A. PURPOSE AND SCOPE:**

The purpose of this understanding is to outline the partnership between CCNEK and ~~Johnson County Library-CL~~ to provide the Summer Food Service Program (SFSP) to youth between ages 1-18 living in or around Johnson County, regardless of need, and at no cost. ~~Meals to the youth.~~ This partnership will serve as a way for CCNEK to accomplish their mission of serving all brothers and sisters in need and for Johnson County Library JCL to fulfill ~~in~~ their mission to provides access to ideas, information, experiences and materials that support and enrich people's lives. This MOU will outline both parties' expectations to ensure a clear understanding of the partnership.

**B. ROLES AND RESPONSIBILITIES:**

~~a.~~ **CCNEK SHALL:**

a.

- (1) Provide ~~Johnson County Library JCL~~ with summer meals that fully meet SFSP meal pattern ~~meal~~ requirements as laid out by the United States Department of Agriculture (USDA) and Kansas State Department of Education (KSDE) ~~state of Kansas.~~
- (2) Deliver meals to the JCL Johnson County Library facility regularly, monthly or daily – as needed, weekly (or daily, as necessary) to ensure uninterrupted food service during program operation ~~the summer.~~
- (3) Maintain all federal applications and paperwork necessary to remain in good standing with the SFSP
- (4) Assign a site coordinator(s) to oversee daily program operations and manage site volunteers
- ~~(3)~~ (5) Recruit and train volunteers to assist with daily program operations ~~Kansas-SFSP program.~~

(6) Facilitate all required trainings and provide ~~Provide all necessary trainings and~~ technical support to program volunteers and JCL staff, as needed, to ensure compliance with SFSP regulations

~~(4)~~(7) Provide and distribute marketing materials to JCL staff and patrons to promote SFSP, which includes but is not limited to flyers, bookmarks and yard signs.

~~(5)~~(8) ~~Conduct~~ ~~Perform~~ a minimum of two (2) site visits as mandated by the USDA and KSDE~~the state of Kansas~~.

b. ~~JOHNSON COUNTY LIBRARY/JCL~~ SHALL:

- (1) Provide an adequate space to ~~place to~~ serve weekly meals to all youth between the ages of 1-18, regardless of need, and at no cost that complies with ~~the youth, following~~ all SFSP regulations as laid out by the USDA and KSDE ~~the state of Kansas.~~
- (2) Communicate any space conflicts, site closures, etc...that will effect and/or result in a change of service days and/or times of the SFSP to CCNEK prior to implementation of schedule change
- (3) Allow for CCNEK to promote the SFSP to library patrons during program operations, which includes but may not be limited to flyers, bookmarks and yard signs

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

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

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

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

**JOHNSON COUNTY LIBRARY Contact:**

Chris Koppenhaver

[Youth Services- Regional](#)

Librarian

(o) 913.826.4600

(e) [koppenhaverc@jocolibrary.org](mailto:koppenhaverc@jocolibrary.org)

**CCNEK Contact:**

Amanda DeYoung

Food Access Coordinator

(o) 913.433.2048

(e) [adeyoung@catholiccharitiesks.org](mailto:adeyoung@catholiccharitiesks.org)

4. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall

be independently authorized by appropriate agency authority. This agreement does not

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

5. CONFIDENTIALITY NON DISCLOSURE.

- a. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
- b. All Confidential Information disclosed to the Recipient will be used solely for the MOU Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Programming Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
- c. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

6. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration as well as all other applicable laws.

7. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or clients (if applicable), howsoever caused, to the extent allowed by their respective state laws.

8. INSURANCE. All parties agree to maintain Worker's Compensation and General Liability insurance for the duration of this Memorandum of Understanding and provide each other with certificates of insurance as proof prior to the initiation of activities.

9. COMPLIANCE TO POLICIES. All parties to this Memorandum of Understanding agree to abide by the safety and security when providing services at or visiting a collaborator's place of business. Applicable policies will be communicated to each party by the respective collaborators prior to the delivery of services or commencement of visitations.
10. INTELLECTUAL PROPERTY. All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.
11. DATA MANAGEMENT SHARING. Pertinent data will be collected as specified in the roles and responsibilities section. This information will be shared between both parties at the following intervals: on a weekly basis.
12. BRAND AND LOGOS. All parties agree not to use each other's company brand or logo as part of a marketing campaign or included on any public facing media without the written consent and agreement of all parties involved.
13. NON-BINDING MEMORANDUM OF UNDERSTANDING. The Parties enter into this Memorandum of Understanding while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this Memorandum of Understanding shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this Memorandum of Understanding is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.
14. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through August 31, 202<sup>54</sup> at which time it will expire unless extended by both parties in writing.

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

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

Lauren Solidum  
President & CEO

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

Patricia Suellentrop  
County Librarian

\_\_\_\_\_  
CCNEK Representative Signature

\_\_\_\_\_  
JCL Representative Signature



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

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

**A. PURPOSE AND SCOPE:**

The purpose of this understanding is to outline the partnership between CCNEK and JCL to provide the Summer Food Service Program (SFSP) to youth between ages 1-18 living in or around Johnson County, regardless of need, and at no cost. This partnership will serve as a way for CCNEK to accomplish their mission of serving all brothers and sisters in need and for JCL to fulfill their mission to provides access to ideas, information, experiences and materials that support and enrich people's lives. This MOU will outline both parties' expectations to ensure a clear understanding of the partnership.

**B. ROLES AND RESPONSIBILITIES:**

**a. CCNEK SHALL:**

- (1) Provide JCL with summer meals that fully meet SFSP meal pattern requirements as laid out by the United States Department of Agriculture (USDA) and Kansas State Department of Education (KSDE)
- (2) Deliver meals to the JCL facility regularly, monthly or daily – as needed, to ensure uninterrupted food service during program operations
- (3) Maintain all federal applications and paperwork necessary to remain in good standing with the SFSP
- (4) Assign a site coordinator(s) to oversee daily program operations and manage site volunteers
- (5) Recruit and train volunteers to assist with daily program operations
- (6) Facilitate all required trainings and provide technical support to program volunteers and JCL staff, as needed, to ensure compliance with SFSP regulations
- (7) Provide and distribute marketing materials to JCL staff and patrons to promote SFSP, which includes but is not limited to flyers, bookmarks and yard signs
- (8) Conduct a minimum of two (2) site visits as mandated by the USDA and KSDE

**b. JCL SHALL:**

- (1) Provide an adequate space to serve weekly meals to all youth between the ages of 1-18, regardless of need, and at no cost that complies with all SFSP regulations as laid out by the USDA and KSDE
- (2) Communicate any space conflicts, site closures, etc...that will effect and/or result in a change of service days and/or times of the SFSP to CCNEK prior to implementation of schedule change
- (3) Allow for CCNEK to promote the SFSP to library patrons during program operations, which includes but may not be limited to flyers, bookmarks and yard signs

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

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

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

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

**JOHNSON COUNTY LIBRARY Contact:**

Chris Koppenhaver  
Regional Librarian  
(o) 913.826.4600  
(e) koppenhaverc@jocolibrary.org

**CCNEK Contact:**

Amanda DeYoung  
Food Access Coordinator  
(o) 913.433.2048  
(e) adeyoung@catholiccharitiesks.org

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

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

5. CONFIDENTIALITY NON DISCLOSURE.

- a. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
- b. All Confidential Information disclosed to the Recipient will be used solely for the MOU Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Programming Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
- c. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

6. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration as well as all other applicable laws.

7. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or clients (if applicable), howsoever caused, to the extent allowed by their respective state laws.

8. INSURANCE. All parties agree to maintain Worker's Compensation and General Liability insurance for the duration of this Memorandum of Understanding and provide each other with certificates of insurance as proof prior to the initiation of activities.

9. COMPLIANCE TO POLICIES. All parties to this Memorandum of Understanding agree to abide by the safety and security when providing services at or visiting a collaborator's place of business. Applicable policies will be communicated to each party by the respective collaborators prior to the delivery of services or commencement of visitations.
10. INTELLECTUAL PROPERTY. All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.
11. DATA MANAGEMENT SHARING. Pertinent data will be collected as specified in the roles and responsibilities section. This information will be shared between both parties at the following intervals: on a weekly basis.
12. BRAND AND LOGOS. All parties agree not to use each other's company brand or logo as part of a marketing campaign or included on any public facing media without the written consent and agreement of all parties involved.
13. NON-BINDING MEMORANDUM OF UNDERSTANDING. The Parties enter into this Memorandum of Understanding while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this Memorandum of Understanding shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this Memorandum of Understanding is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.
14. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through August 31, 2025 at which time it will expire unless extended by both parties in writing.

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

Date: 12/4/2024 :

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

Lauren Solidum  
President & CEO

Patricia Suellentrop  
County Librarian

  
\_\_\_\_\_  
CCNEK Representative Signature

\_\_\_\_\_  
JCL Representative Signature

**To:** Library Board of Directors

**From:** Tricia Suellentrop, County Librarian

**Date:** January 9, 2025

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

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**Issue:** Partnership with Johnson County DTI-AIMS

**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 DTI-AIMS and Johnson County Library for the year 2025.

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

The only change to the MOU this year is that the agreement shifts from an annual renewal to renewal every two years and that software will be billed to Johnson County Library at the time of purchase or renewal.

**Analysis:** Johnson County Library and the Johnson County Department of Technology & Innovation - Automated Information Mapping System ("DTI-AIMS") have had a successful partnership that has supported the mission of Johnson County Library. The Library will continue utilizing DTI-AIMS services under the MOU's terms for two years and will be reevaluated and renewed before 2026 for services in the 2026 calendar year. DTI-AIMS services will not exceed 500 hours per year. The hourly rate remains \$75 per hour. This agreement is still more cost effective than other external source options for data analysis and demographics data. For these reasons staff recommend approval.

**Funding Overview:** The JCL operating budget can accommodate the hourly rate for services as well as minor software and licensing costs purchased for the Library's benefit by DTI-AIMS. The software purchases or renewals are estimated to be less than \$1,000 per year.

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

**Recommendation:** To move to approve an MOU between Johnson County Library and the Johnson County DTI-AIMS.

**Legal Review:** Reviewed by Counsel

## Johnson County Library Data/Analytics

### Memorandum of Understanding ("MOU")

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

#### I. General Terms and Conditions

##### a. Hours and rates

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

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

##### b. Length of Agreement

This MOU will be in effect for a term of two years, beginning in January of 202~~5~~<sup>6</sup> and re-evaluated for renewal in December of 202~~6~~<sup>7</sup>.

##### c. Billing and Review Terms

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

#### II. Roles and Responsibilities

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

#### III. Termination/Modification

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

#### IV. Data and Services

##### Data/Software

JCL will have full and open access to all DTI-AIMS data that is identified as necessary to meet the business needs of JCL. JCL may pay additional licensing fees for any new desktop software, data sets or access that is deemed necessary for marketing or analytics. Access to 3<sup>rd</sup> party services or data acquisition will be charged their full cost, this can include training JCL staff to use said services (e.g. ArcGISOnline, ArcGIS Pro, ESRI Business Analyst, Experian, Tableau, etc.). An invoice for data and services will be sent at the end of the 3<sup>rd</sup> quarter. ~~Software will be billed at the time of purchase or renewal.~~ Software will be billed at the time of purchase or renewal.

##### Services

###### SDE Administration

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

###### myAIMS

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

#### V. Acceptance

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

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Shannon Porter  
DTI-AIMS Manager

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Tricia Suellentrop  
County Librarian

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Date

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Date

## Johnson County Library Data/Analytics

### Memorandum of Understanding ("MOU")

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

#### I. General Terms and Conditions

##### a. Hours and rates

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

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

##### b. Length of Agreement

This MOU will be in effect for a term of two years, beginning in January of 2025 and re-evaluated for renewal in December of 2026.

##### c. Billing and Review Terms

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

#### II. Roles and Responsibilities

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

#### III. Termination/Modification

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

**IV. Data and Services**

**Data/Software**

JCL will have full and open access to all DTI-AIMS data that is identified as necessary to meet the business needs of JCL. JCL may pay additional licensing fees for any new desktop software, data sets or access that is deemed necessary for marketing or analytics. Access to 3<sup>rd</sup> party services or data acquisition will be charged their full cost, this can include training JCL staff to use said services (e.g. ArcGISOnline, ArcGIS Pro, ESRI Business Analyst, Experian, Tableau, etc.). An invoice for data and services will be sent at the end of the 3<sup>rd</sup> quarter. Software will be billed at the time of purchase or renewal.

**Services**

**SDE Administration**

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

**myAIMS**

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

**V. Acceptance**

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



Shannon Porter  
DTI-AIMS Manager

11/6/2024  
Date

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Tricia Suellentrop  
County Librarian

Date

**To:** Library Board of Directors

**From:** Tricia Suellentrop

**Date:** January 9, 2025

**Re: Information item: Renewal of MOU with InterUrban ArtHouse**

---

**Issue:** MOU Renewal

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

I move that the Johnson County Board of Directors approves the Memorandum of Understanding (MOU) between the InterUrban ArtHouse and Johnson County Library for the curation of library art spaces for the year 2025.

**Background:** In July of 2023, the Library Board approved a new approach to how the art spaces at all of our libraries except Central Resource Library are curated.

InterUrban ArtHouse has curated those spaces for roughly the last year. Spaces include Blue Valley, Cedar Roe, Corinth, Gardner, Leawood, Lenexa City Center, Merriam Plaza, Oak Park, and Shawnee. There have been no issues with this MOU. We have received no patron complaints, no staff concerns or issues, and it has freed up staff time to do other work as we have hoped.

We will have a presentation for you early in 2025 to give you a more detailed report on the program and partnership.

**Analysis:** The updates to the MOU include a date update, updated library names, and updated terms, getting rid of the 25% downpayment requirement.

The partnership has been successful, and staff recommend the continuation of this memorandum of understanding.

**Funding Overview:** The cost of this service from InterUrban ArtHouse remains at \$28,350. There was no price increase.

**Alternatives:** Not approve the MOU and resume curating the exhibitions ourselves. We could also stop offering gallery space for art displays.

**Recommendation:** To move to approve an MOU between Johnson County Library and the InterUrban ArtHouse.

**Budget Review:** The County Librarian and the Finance Director have reviewed and approve this expenditure

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

## **Memorandum of Understanding (MOU) between the Johnson County Library and Interurban ArtHouse**

This MOU is intended to document the relationship between the Johnson County Library and Interurban ArtHouse (IUAH).

### **Interurban ArtHouse Paid Curation**

~~July 1, 2023 – December 31, 2024~~  
January 1, 2025 – December 31, 2025

### **Scope of Work**

Interurban ArtHouse (IUAH) will manage curatorial services at 9 Johnson County Library "Annex Gallery" locations. "Annex Gallery" exhibitions will take place in the designated locations in this proposal and rotate every 4 months. This scope of work will total 27 "Annex" exhibitions annually.

### **Interurban ArtHouse Curatorial services include:**

- Artist Selection Process
- All Artist Communications, Contracts and Payments
- Exhibition Installation: January, May and September
- Exhibition De-Installation: April, August and December

### **Promotion and Documentation:**

- IUAH will provide necessary Artist Hang Tags and Identification
- IUAH will feature each exhibition on their website
- JCL will feature the exhibitions on their website, in JCL's public program publication The Guide, and in their social media promotion as needed.
- IUAH will feature each exhibition on their social media platforms
- IUAH will cross-promote JCL on their website and in their social media promotion as needed.

### **Program/Training:**

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

### **Locations/Pricing**

This agreement totals \$28,350 annually - \$15,750 for curatorial fee; \$4,500 for admin fee; \$8,100 for artist stipends (See table below.)

## Terms

Agreement must be executed ~~6 months~~ prior to the 1st proposed installation cycle ~~and must include a 25% payment of the annual fee~~. This agreement will have the option for renewal each year, unless cancellation notice is given in writing 3 months prior to the end of the term.

## Cancellation

IUAH requires a 3 month notice of cancellation to end services.

Location	Curatorial Fee	Admin Fees	Artist Stipends	Total
This Proposal totals \$28,350 annually. \$15,750 curatorial fee, \$4,500 admin fee, \$8,100 artist stipends	selection, coordination, installation	accounting, signage, IKTGIPR, website, archive	\$300/artist/cycle	
<del>Antioch Library</del> <del>8700 Shawnee Mission Pkwy</del> <del>Merriam, KS 66202</del> <del>Merriam Plaza Library</del> <del>6120 Slater St.</del> <del>Merriam, KS 66202</del>	\$1,750	\$500	\$900	\$3,150
Blue Valley library 9000 W 151st St Overland Park, KS 66221	\$1,750	\$500	\$900	\$3,150
Cedar Roe Library 5120 Cedar St. Roeland Park, KS 66205	\$1,750	\$500	\$900	\$3,150
Corinth Library 8100 Mission Rd Prairie Village, KS 66208	\$1,750	\$500	\$900	\$3,150
Gardner Library 137 E Shawnee St Gardner, KS 66030	\$1,750	\$500	\$900	\$3,150
Leawood Pioneer Library 4700 Town Center Dr Leawood, KS 66211	\$1,750	\$500	\$900	\$3,150
Lenexa City Center Library 4700 Town Center Dr Leawood, KS 66211	\$1,750	\$500	\$900	\$3,150
Oak Park Library 9500 Bluejacket St Overland Park, KS 66214	\$1,750	\$500	\$900	\$3,150
Shawnee Library 13811 Johnson Dr Shawnee, KS 66216	\$1,750	\$500	\$900	\$3,150
	\$15,750	\$4,500	\$8,100	\$28,350

~~Note: The current Antioch Library will move to Merriam Plaza Library in 2024. The existing building is expected to close during Q2/Q3. The art curatorial services for Antioch Library would shift to Merriam Plaza Library upon opening.~~

**MOU between the Johnson County Library and Interurban ArtHouse**

Angi Hejduk, Chief Executive Officer

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Interurban ArtHouse Representative Date

Tricia Suellentrop

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County Librarian, Johnson County Library Date

~~Bethany Griffith~~ Kelly Kilgore

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Chair, Johnson County Library Board Date

**MOU between the Johnson County Library and Interurban ArtHouse**

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

This MOU is intended to document the relationship between the Johnson County Library and Interurban ArtHouse (IUAH).

Interurban ArtHouse Paid Curation January 1, 2025 - December 31, 2025

### **Scope of Work**

Interurban ArtHouse (IUAH) will manage curatorial services at 9 Johnson County Library "Annex Gallery" locations. "Annex Gallery" exhibitions will take place in the designated locations in this proposal and rotate every 4 months. This scope of work will total 27 "Annex" exhibitions annually. Interurban ArtHouse Curatorial services include:

### **Artist Selection Process**

- All Artist Communications, Contracts and Payments
- Exhibition Installation: January, May and September
- Exhibition De-Installation: April, August and December

### **Promotion and Documentation**

- IUAH will provide necessary Artist Hang Tags and Identification
- IUAH will feature each exhibition on their website
- JCL will feature the exhibitions on their website, in JCL's public program publication The Guide, and in their social media promotion as needed.
- IUAH will feature each exhibition on their social media platforms
- IUAH will cross-promote JCL on their website and in their social media promotion as needed.

### **Program/Training**

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

**Locations/Pricing**

This agreement totals \$28,350 annually - \$15,750 for curatorial fee; \$4,500 for admin fee; \$8,100 for artist stipends (See table below.)

<b>Location</b>	<b>Curatorial Fee</b>	<b>Admin Fees</b>	<b>Artist Stipends</b>	<b>Total</b>
Merriam Plaza Library 6120 Slater St. Merriam, KS 66202	\$1,750	\$500	\$900	\$3,150
Blue Valley ibrary 9000 W 151st St Overland Park, KS 66221	\$1,750	\$500	\$900	\$3,150
Cedar Roe Library 5120 Cedar St. Roeland Park, KS 66205	\$1,750	\$500	\$900	\$3,150
Corinth Library 8100 Mission Rd Prairie Village, KS 66208	\$1,750	\$500	\$900	\$3,150
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Lenexa City Center Library 4700 Town Center Dr Leawood, KS 66211	\$1,750	\$500	\$900	\$3,150
Oak Park Library 9500 Bluejacket St Overland Park, KS 66214	\$1,750	\$500	\$900	\$3,150
Shawnee Library 13811 Johnson Dr Shawnee, KS 66216	\$1,750	\$500	\$900	\$3,150
	<b>\$15,750</b>	<b>\$4,500</b>	<b>\$8,100</b>	<b>\$28,350</b>

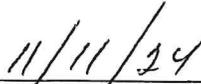
**Terms**

Agreement must be executed prior to the 1st proposed installation cycle. This agreement will have the option for renewal each year, unless cancellation notice is given in writing 3 months prior to the end of the term.

**Cancellation**

IUAH requires a 3 month notice of cancellation to end services.

  
\_\_\_\_\_  
Angi Hejduk, Chief Executive Officer, InterUrban ArtHouse

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tricia Suellentrop, County Librarian, Johnson County Library

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Kilgore, Chair, Johnson County Library Board

\_\_\_\_\_  
Date

**To:** Johnson County Library Board of Directors

**From:** Tricia Suellentrop, County Librarian

**Date:** January 9, 2025

**Re: Memorandum of Understanding with Johnson County Financial Management and Administration for Payroll Services for Johnson County Library**

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**Issue:** Consider authorizing a Memorandum of Understanding (MOU) with Johnson County Financial Management and Administration for payroll services for Johnson County Library with a three-year term covering FY 2025 – FY 2027.

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

I move to authorize a Memorandum of Understanding (MOU) with Johnson County Financial Management and Administration for payroll services for Johnson County Library with a three-year term covering FY 2025 – FY 2027.

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

The Library in 2020 entered into a Memorandum of Understanding (MOU) with FMA to continue providing payroll services to the Library. This has been an on-going budgeted arrangement between the Library and FMA for the last five years.

**Analysis:** The Library's current payroll services arrangement with FMA has been very beneficial service arrangement for the Library as FMA provides professional payroll representative services as well as a team of payroll professionals to backup the position providing primary services in cases of absence or if extra help is needed.

Under this MOU, FMA provides all the required, standard payroll services to the Library, and the Library agrees to utilize those services, including, but not limited to, final review, processing, posting, charging, and adjustments to payroll. Financial Management and Administration staff shall be responsible for Oracle Time Management (OTM) including the data pulled from OTM to the payroll module for payroll processing. Financial Management and Administration shall also be responsible for all the Labor Distribution (LD) entries along with any LD adjustments that might be necessary for Library positions.

The Library as part of this MOU provides sufficient funding for the full-time equivalent (FTE) position that is primarily responsible for being Library's payroll representative.

The only significant change to this MOU renewal is the terms increasing from 1 year to 3 years. Both parties agree that the current arrangement has been a successful collaborative arrangement over the last five years and think moving to a 3-year term moving forward is a reasonable extension.

**Budget Review:** The current arrangement is already included in the 2025 Library Budget as part of a transfer that is made to FMA to cover the costs of the payroll representative position, so the cost of these services is already accounted for in 2025.

**Legal Review:** Library legal counsel has reviewed and approved the MOU as to form.

**Alternatives:** 1) Not authorize the MOU and ask for a change of terms, or 2) Request that the Library look to make a more significant change in how payroll services are currently handled.

**Recommendation:** To authorize a Memorandum of Understanding (MOU) with Johnson County Financial Management and Administration for payroll services for Johnson County Library with a three-year term covering FY 2025 – FY 2027.

**Suggested Motion:** I move to authorize a Memorandum of Understanding (MOU) with Johnson County Financial Management and Administration for payroll services for Johnson County Library with a three-year term covering FY 2025 – FY 2027.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), effective the 1<sup>st</sup> day of January 202~~25~~, continues the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Department of Financial Management and Administration.

### **RECITALS**

A. The Johnson County Library (the Library) owns and operates library facilities in the Johnson County Library taxing district pursuant to K.S.A. 12-1223. It also establishes regulations for those facilities pursuant to K.S.A. 12-1225. It has ~~currently over 3850~~ staff positions to provide award-winning library services.

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

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

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

The parties accordingly agree to the terms set forth below.

### **TERMS OF UNDERSTANDING**

1. The Recitals set forth above are incorporated by reference in these Terms.
2. Financial Management and Administration shall provide ~~all-of-all~~ the required, standard payroll services to the Library, and the Library agrees to utilize those services, including, but

not limited to, final review, processing, posting, charging, and adjustments to payroll. Financial Management and Administration staff shall be responsible for Oracle Time Management (OTM) including the data pulled from OTM to the payroll module for payroll processing. Financial Management and Administration shall also be responsible for ~~all of~~ all the Labor Distribution (LD) entries along with any LD adjustments that might be necessary for Library positions. The Library shall remain responsible for time entry, review of time entries, and approval of that time for each payroll.

3. The Library also agrees to fully fund this position as a 1.00 FTE in recognition of the fact that the quantity and quality of the work warrants a fulltime position. Financial Management and Administration shall utilize that position to provide payroll services dedicated to the Library.
  - a. "Payroll Services Dedicated to the Library," for purposes of this MOU, means that the position being transferred to Financial Management and Administration shall be primarily responsible for providing payroll services to the Library. In addition, staff dedicated to the Library may also be given assignments and projects for the benefit of the Treasury and Financial Management or the County in general. After consultation with the County Librarian, Financial Management and Administration may reassign staff dedicated to the Library at any time when reassignment is in the best interest of Financial Management and Administration, the Library or Johnson County, but, at all times, there will be one full staff person responsible for providing services to the Library.
  - b. The Library shall be responsible for providing adequate funding to cover the full, budgeted costs for the full-time staff position that was transferred to Financial Management and Administration, and the Library agrees that such funding shall be transferred from the Library budgeted funds to the County General Fund for the benefit of Financial Management and Administration to cover budget year ~~2025~~ 2025 – 2027 expenses. Such funding shall include the entire salary; benefits and other employment-related costs; professional expenses, including dues and educational expenses (to include possible training or additional professional association costs); information technology equipment as is typically utilized by Financial Management and Administration for such positions; and office chair. Financial Management and Administration will work with Human Resources and Library to determine the appropriate salary and appropriate professional expenses for the dedicated staff. None of these costs shall be prorated based upon time spent by dedicated staff on Financial Management and Administration or County projects. Financial Management and Administration at its expense shall provide the infrastructure in the form of office space and office supplies needed for the dedicated staff to perform the duties.
  - c. Financial Management and Administration will work with the Library staff to provide periodic updates of how the payroll processing arrangement is going along with highlights of what has been performed or what is planned to be performed with regards to payroll services. This includes a monthly meeting with Library to keep apprised of payroll processing and any payroll processing topics that need to be addressed or worked on, helping prepare a payroll processing update for the Library's trimester reports that are typically done in January, May, and September.

4. Financial Management and Administration shall supervise the payroll services position dedicated to the Library. The Library is expected to provide timely feedback related to performance of payroll services staff assigned to the Library.
5. This MOU is for a 3-year agreement that shall remain in effect through December 31, 2027, at which time it may be renewed by the parties. Notwithstanding the foregoing, either party may terminate this MOU upon written ninety (90) days' written notice to the other.
6. Upon termination of this MOU, the position transferred from the Library to Financial Management and Administration as part of this MOU shall be transferred back to the Library. In the event such transfer occurs prior to the end of a calendar year, the County shall transfer the funds budgeted for the positions from the County General Fund to the Library Operating Fund.

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

By \_\_\_\_\_  
 Brent Christensen  
 Director, Financial Mgmt. & Administration

By \_\_\_\_\_  
~~Sean Casserley~~ Tricia Suellentrop  
 Johnson County Librarian

By \_\_\_\_\_  
 Penny Postoak Ferguson  
 County Manager

By \_\_\_\_\_  
~~Bethany Griffith~~ Kelly Kilgore  
 Chair, Board of Directors of  
 Johnson County Library

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_  
 Denise M. Howard  
 Assistant County Counselor

By \_\_\_\_\_  
 Fred J. Logan, Jr.  
 Counsel to the Board of Directors of the



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

		Receipts	Payments	Balance
	<b>Opening cash balance</b>			<b>\$96,406.99</b>
	Add Receipts	\$125,056.51		
	Less Payments		\$671.14	
	<b>Ending Cash balance</b>			<b>\$220,792.36</b>
	Less Liabilities		\$15,151.04	
	<b>Unobligated cash balance</b>			<b>\$205,641.32</b>

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

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

**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** January 9, 2025  
**Re: Information:** Collection Development Policy revisions

---

**Issue:** Biannual review of the Collection Development Policy

**Suggested First Motion:** I move that the Library Board approves the Collection Development Policy, with the proposed changes, for the 2025-2026 renewal cycle.

**Suggested Second Motion:** I move the Library Board re-affirms ARM 30-10-10, the Collection Policy Statement.

**Background:**

Every two years the Collection Development staff reviews our collection statement along side the policy statement ARM 30-10-10. It is updated with new practices, for change in format, or change in requirements.

**Analysis:**

Library staff have reviewed the Collection Development Policy. We propose the following changes or updates to the policy:

- Updated with 2024-2028 Strategic Plan
- Business Reference is now included in the primary reference, online databases and circulating nonfiction collections
- Addition of Local Author print collection
- Updated outdated review sources, professional journals, company names, department names and terminology
- Removal of references to microfilm, switching to digitalization of these collections
- Addition of eNewspapers to eResource formats
- Updated partnerships within the Local History collection
- Updated Federal Depository to reflect approved changes to ARM 30-20-20 Government Documents Depositories
- Updated appendix with recently revised ARM 10-20-10 Library Bill of Rights

There are no recommended changes to the policy statement, ARM 30-10-10.

**Funding Overview:**

There are no funding implications with these updates.

**Alternatives:**

Suggest any other changes to the documents

**Recommendation:**

Approve the changes and adopt the revised policy.

**Purchasing Review:** N/A

**Budget Review:** N/A

**Legal Review:** Completed

**ADMINISTRATIVE REGULATIONS**

**TAB: Collections**

**DOCUMENT NUMBER: 30-10-10**

**SECTION: Collections Department**

**SUBJECT: COLLECTIONS POLICY STATEMENT**

**SUMMARY**

This document outlines the basic statement of the Library Board regarding the collecting of library materials for public use. A fuller statement is held in the Collection Development Policy, which is updated biennially.

**Effective Date:**

July 12, 2012

**Reviewed:**

October 4, 2017

October 27, 2021

**POLICY**

**Formats**

a. Library collections may be developed and maintained in any format appropriate to the content, purpose, and usage of their materials.

**Subject Matter**

b. Library collections may contain any materials whose purpose coincides with the Mission of the Library, and are in compliance with the Collection Development Policy and other Library Board regulations

**Collection Development Policy**

c. The Library will maintain a Collection Development Policy that will be biennially reviewed by staff and approved by the Library Board of Directors.

**Library Bill of Rights**

d. Library collections will be developed and maintained in conformance with the Library Bill of Rights (ARM 10-20-10), the Freedom to Read Statement (ARM 10-20-30), and the Freedom to View Statement (ARM 10-20-31).

**October 27, 2021**

**ARM 30-10-10 End**

# Collection Development Policy

Revisions Adopted by the Johnson County Library  
Board of Directors

~~January 12, 2023~~ January 9, 2025

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# COLLECTION DEVELOPMENT POLICY

## PURPOSE

### 1.0

The purpose of this policy is to guide librarians in the selection and deselection of materials of contemporary significance and of permanent value and to inform the public about the principles upon which selections are made. Its primary objective is to ensure that public monies are spent wisely so that the Library can provide relevant materials in sufficient supply to make the Library a dependable resource for most people most of the time.

Johnson County Library affirms the policies of free access to information that are fundamental to informed decisions in a democratic society, including access to the Internet at all locations. The Library provides books and other resources for the interest, information, and enlightenment of all people it serves. It does not censor materials by omitting to select them, by attaching prejudicial labels, by restrictive shelving, or by selective weeding, and it places no restrictions on access to the collection because of the origin, age, background, or views of the user. These principles of intellectual freedom are outlined in a series of documents endorsed by the Library Board, including the Library Bill of Rights, Freedom to Read, and Freedom to View, which are found in the Appendix of this policy.

Provisions of this **Collection Development Policy** are subject to federal and state laws.

Johnson County Library strongly endorses the concepts of the Americans with Disabilities Act (ADA)

and strives to acquire materials that serve this clientele. Materials, regardless of their physical location, are accessible to all patrons through online databases, facsimile and other digital delivery systems, courier delivery, and assistive devices.

The Library's core resource, its collection, supports the basic services and goals outlined in its Mission Statement, Vision Statement, Values Statement, Comprehensive Library Master Plan and current Strategic Plan. These statements provide the fundamental guidelines for selecting library materials.

**Mission Statement**

**1.1**

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

**Vision Statement**

**1.2**

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

**Values Statement**

**1.3**

The Johnson County Library Board and staff are honored to operate this public library in trust for the citizens of our community. These are the values which guide our service:

- Customer needs come first: We place the highest priority on service to our customers and treat every request with equal value.
- People are respected: We recognize the contributions of our staff and we treat all our customers and each other with respect.

- Access to information is ensured: We ensure access to information for people of all ages, abilities, and means.
- This is a learning organization: We commit to the professional growth and enrichment of our staff and volunteers.
- Freedom of information is protected: We protect your freedom to read and view all library information.
- Privacy and confidentiality are rights: We safeguard your right to request and obtain information in confidence.
- Basic services are provided without charge: We provide basic library services free of charge.
- Quality service is important: We strive to deliver the highest quality services possible.
- We are stewards of community resources: We respect the contributions of the community to its library. We hold ourselves accountable for the efficient and effective use of all resources which you commit to us--people, time, assets, and funds.
- Integrity is a commitment: We follow the highest

ethical standards which have been adopted by Johnson County government and our profession.

**Trends, Operating Environment, and Community Composition**

1.4

Information from the Johnson County Library Strategic Plan, the Comprehensive Library Master Plan, and other appropriate sources will inform this plan.

**Outcomes and Strategies**

1.5

The Johnson County Library Strategic Plan ~~(2019)~~2024 identifies the Key Performance Areas of Education, Community, Convenience, Communication and Operations as areas of focus through ~~2023~~2029.

- Education  
~~JCL creates an inclusive and welcoming environments that sparks curiosity and learning.~~  
We connect our community to resources that foster curiosity and lifelong learning.
- Community  
~~JCL offers neutral spaces and opportunities where all voices are equal and connections are forged.~~  
We ensure everyone in our community is represented and welcomed.
- Convenience  
~~JCL Delivers services and materials how, when and where patrons want.~~  
We make it easy for our community to incorporate Library services into their lives.
- Communication  
~~JCL listens to and shares information with all, building~~

~~strong connections and relationships.~~ We foster our community's relationship with the Library.

- Operations

~~JCL staff collaborates and coordinates to create efficient procedures and processes that provide exceptional customer service.~~ We apply resources in ways that support our community's needs.

## Johnson County Library Collections

### 1.6

Johnson County Library develops a single collection for use among its branches. Nearly all materials are available for request by patrons at any of the branches.

Central Resource Library maintains:  
The primary reference collection which includes materials supporting needs as outlined in section 9 below. The Central Resource Library maintains several additional collections which are housed and used only at the Central Resource Library:

- ~~Business Reference~~
- Regional Reference
- Genealogy
- Microfilm
- Maps
- Local Author Print

## DEFINITIONS

### 2.0

The word "**materials**" as it occurs in this policy has the widest possible meaning, including print, nonprint, and digital materials and the content therein. It is implicit that every format is included, except as noted elsewhere.

**"Selection"** refers to the decision that must be made either to add a specific item or type of material to the collection or to retain material already in the collection. It is a means of collection development to meet user needs and does not necessarily reflect the opinions or values of the individual selector or of the Library Board.

**"Deselection" or "Weeding"** refers to the decision to remove a specific item or type of material from the collection.

The words **"book," "library materials,"** and other synonyms, as they may appear in this policy, have the widest possible meaning. All forms of recorded communication, from the traditional printed forms to the latest development in nonprint media are, therefore, included in this definition.

The word **"collection"** refers to a group of books or other library materials having a common characteristic or located in one place.

**"Local"** refers to Johnson County and its environs.

**"Core"** refers to titles designated by Collection Development Team as essential to the library collection which are intended to remain in the collection despite demand.

**"JCL"** refers to Johnson County Library.

**"The Library"** refers to Johnson County Library.

**"Teen"** includes persons of middle school or high school age.

“**Children**” includes anyone under the age of 16.

**GUIDELINES FOR MATERIALS SELECTION 3.0**

**General Guidelines 3.1**

This section briefly discusses some of the general guidelines used in developing the library collection. An item in any category does not have to meet all guidelines or criteria to be selected.

The acquisition of an item is based on its individual value and its relation to the collection as a whole. Reviews in professional journals, such as Kirkus Reviews, Booklist, Library Journal, Choice, Publishers Weekly, School Library Journal, Voice of Youth Advocates (VOYA), and Horn Book; reviews in professional periodicals, such as and New York Times Book Review; and subject-specific periodicals; as well as other authoritative sources are consulted for all types of materials for all ages of patrons.

Responsibility for children’s use of library materials rests with their parents or legal guardians. Selection decisions are not inhibited by the possibility that materials may be accessible to use by children.

The Library maintains a core collection of titles which are considered essential to the collection because they are classic or meet a specific ongoing need of the community. These materials are not under the same constraints as the normal collection in that we may keep copies even if there is not demonstrable demand.

The Library recognizes the purposes and resources of other libraries in the area and does not needlessly duplicate functions and materials.

The Library does not acquire textbooks except as such materials also serve the general public.

The Library always seeks to select materials of varying complexity and format because it serves a public with a wide range of ages, educational backgrounds, interests, format preferences, comprehension skills, and mental and physical abilities.

The Library pays due regard to the special civic, commercial, cooperative, cultural, industrial, and labor activities of each of the communities it serves.

The Library takes a proactive approach to improving access to information by notifying publishers of patron needs.

The Library does not exclude certain materials from selection solely because of their vulnerability to mutilation or theft.

Any material may be considered for inclusion in the collection, except that which has the dominant purpose of appealing to prurient interest or is legally obscene.

## **Evaluation**

### **3.2**

The Collection Development Department monitors and evaluates the materials in its collection on a regular basis to determine if they are meeting the needs of its patrons. Methods used may include: analysis of turnover rates by subject, availability and usage checks of core titles, checks of holdings of titles from selected bibliographies, patron satisfaction questionnaires, or

**Controversial  
Subjects/  
Items**

**3.3**

other means. Collection Development staff assesses patron demand by monitoring usage patterns, holds, and Interlibrary Loan requests.

The Library recognizes that some materials are controversial. Decisions for the addition of materials are not made on the basis of any anticipated approval or disapproval, but solely on the merits of the work in relation to building the collection and serving the diverse needs and interests of the community as outlined in the first section of the **Collection Development Policy**. Each library user or group of users has the right to free access to any of the materials in the Library's collection.

Library materials are not marked or identified by the Library to show approval or disapproval of the contents. Voluntary ratings, by private organizations such as the Motion Picture Association and the Recording Industry of America, may be considered in addition to content, published reviews, and other selection criteria. However, the Library is not bound by such ratings, any more than the Library is bound by any other published review.

The Library does not sequester materials except for the purpose of protecting them from damage or theft.

The Library does not promulgate particular beliefs or views nor is the selection of any given material equivalent to endorsement of the creator's views. The Library tries to provide materials representing all approaches to public issues of a controversial nature. The Library is aware that one or more persons may take issue with the selection of any

specific item and welcomes any expression of opinion by patrons. However, the Library does not undertake the task of pleasing all patrons by the elimination of items purchased after due deliberation under guidance of the policies expressed herein. One of the most important purposes of the Library is to provide a resource where the free individual may examine many points of view and make his or her own decisions.

The overall purpose of a work is the chief criterion of selection. Any material may be considered for inclusion in the collection, except that which has the dominant purpose of appealing to prurient interest or is legally obscene.

Materials are selected on the basis of the content as a whole and not excluded because of the personal history of the author, composer, or producer. Each work is considered on its own social and literary merit.

Different viewpoints on controversial issues will be acquired, including those which may have unpopular or unorthodox positions. The Library recognizes that those materials which offend, shock, or bore one reader may be considered pleasing, meaningful, or significant by another.

The Library recognizes its responsibility to make available a representative selection of materials on subjects of interest to its users, including materials on various sides of controversial questions--religious, social, political, or economic--to enable patrons to make up their own minds about controversial subjects. Variety and balance of opinion are sought whenever available. The Library does not label materials by such

terms as "pro," "anti," "racist," "rightist," or "leftist."

The Library will reconsider any material in its collection upon written request from a patron on a "Request for Reconsideration" form. See **Request for Reconsideration, Section 11.**

**Criteria for Selection**

**3.4**

An item in any category does not have to meet all guidelines or criteria to be selected. Criteria used as a basis for selection are:

- Materials should meet high standards of quality in content, accuracy, expression, and format.
- Content should be timely, or timeless, authoritative, and significant in subject matter.
- Items should be of immediate or anticipated interest to individuals or to the community as indicated by patron requests, the circulation history of the author's previous works, or publicity.
- Materials should meet demonstrable demand, indicated through patron request, circulation patterns, holds, or other data.
- Materials should include the widest possible coverage of subjects and viewpoints consistent with the needs of the community, the budget available, and the defined limits of the collection.
- Materials should meet standards of physical and

technical excellence.

- Because of the significant initial investment of staff time and collection funds, new formats are acquired when demand and availability indicate that the format is commercially viable and adequate staffing, equipment and space is available to support their use.
- Materials are acquired to support the Library's Mission Statement and Vision Statement.
- Locally produced materials are acquired with the intention of providing access to local content for which there is patron demand.

In determining whether or not specific items meet the criteria set forth above, the following points are considered:

**General Factors  
for All Types  
of Materials**

- Lasting value of the work
- Reputation and significance of the author
- Reputation and significance of the illustrator
- Reputation and professional standing of the publisher or producer of the work
- Quality of artwork
- Quality of visual representation of information
- Suitable format

- Popular appeal
- Popularity of the subject
- Sustained interest
- Compliance with stated collection goals
- Local interest
- Price
- Budget guidelines and constraints
- Professional judgment
- Strengths and weaknesses of the collection
- Appearance of title in special bibliographies or indexes
- Materials may be selected even though they contain words, scenes, and ideas which some may find objectionable, provided they are necessary to portray a period, environment, character, or incident with sincerity and truth.
- Inclusion in core lists
- Demonstrable demand
- Importance of the subject to the balance of the collection
- Purpose or intent of the work
- Historical value

**Nonfiction**

## **Fiction**

- Scarcity of material on the subject
- Special features (plates, index, bibliography)
- Quality of the writing
- Originality of the work
- Literary merit
- Authenticity of the historical, regional, or social setting
- Representation of important movement (literary or social), genre, trend, or national culture

## **Children's**

- Literary content
- Appropriateness for intended audience
- Portrayal of a spectrum of life situations, social issues, childhood experiences, and emotions.
- Readability
- Appeal of the format
- Titles which do not meet literary standards may be chosen to fulfill emotional needs, serve as stepping stones to better reading, or to serve some other special purpose.
- Follows fiction/nonfiction criteria and is discerned by age level of intended audience and/or

depiction of characters in the work.

## **Periodicals**

- Availability of subject matter in other formats
- Accessibility through print and digital indexes, especially with full text capability
- Patron requests
- Professional needs

## **Audiovisual**

- Reputation and significance of artists, performers, producers, directors, or others who participate in the creation of the work
- Superiority of the audiovisual format to print for the subject
- Scarcity of information in other formats
- Significance of the literary work upon which an audiovisual item is based

## **eResources**

- Content replaces, enhances, or supports other resources
- Authority of creator
- Currency and update frequency of content
- Depth, breadth, and diversity of content
- Full-text content and multimedia

content

- Accessibility according with state and federal laws that promote access to library content.
- Accessibility to the average library user as judged by factors such as interface, navigation, search modes, help and tutorials, output options (printing and electronic delivery), and aesthetics
- Reliability, stability, and future-focused development of vendor
- Ease of maintenance and vendor support
- Hardware and software requirements and compatibility with other equipment
- Favorable licensing terms for broad patron access and use
- Affordable pricing
- Availability of usage statistics in compliance with recognized, uniform standards
- Commitment to information security, including respect for patron privacy and personal data
- Favorable critical opinion among library professionals and in library literature
- Supportive of JCL relationships with patrons

**RESPONSIBILITY  
FOR MATERIALS**

**4.0**

The County Librarian is responsible for selection and deselection of materials

## SELECTION AND DESELECTION

within the framework of the policies and goals determined by the Library Board of Directors. The County Librarian may delegate the authority to interpret and apply the policies in daily operation to appropriate staff members.

A centralized Collection Development Team, under the supervision of the Collection Development Manager, is responsible for the selection and deselection of materials and the maintenance, development, and evaluation of the JCL's collections. For specialized collections, the Collection Development Team relies on advice from staff with expertise in those collections to inform purchasing decisions. Suggestions for purchase are welcome from all staff and patrons.

Materials handling staff are responsible for the physical maintenance of the collections at their branches and for informing the ~~Enterprise Chain Team~~ Materials Handling Management Team of collection needs.

Government publications are selected and deselected by the designated Depository Coordinator under the oversight of the Collection Development Manager and within the parameters of the Collection Development Policy and ~~Federal and~~ State depository regulations.

The purchasing of materials based on analysis of Interlibrary Loan borrowing falls within the parameters of the Collection Development Policy.

## RELATIONSHIPS TO OTHER LIBRARIES, INSTITUTIONS, AND ORGANIZATIONS 5.0

Johnson County Library serves a diverse population with diverse informational and reading needs. While the Library seeks to meet the needs of all its patrons by providing appropriate

collections, it cannot own all materials or resources. To bridge this gap, the Library participates actively in extensive local, state, regional, and national networks to connect patrons with resources outside the scope of the Johnson County Library.

Johnson County Library shares its online catalog with Olathe Public Library. Materials are selected in accordance with the JCL/OPL Interlocal Agreement. Materials are shared and transported between the two libraries. If shared catalog services expand in the Kansas City area, Johnson County Library will explore such arrangements with other area libraries.

The library operates an interlibrary loan function for the purpose of borrowing or obtaining copies of library materials not available in the Johnson County Library and to provide reciprocal interlibrary loan service to other institutions. This service is available to all library patrons [living within our interlibrary loan service area](#), regardless of age. Access to all materials legally obtainable is assured to the user, within the capability of the Library.

As much as possible, the Johnson County Library and other cooperating libraries attempt to take advantage of the wide diversity and unique variety of library collections in the Kansas City area and to avoid unnecessary duplication in the development of these collections. As technology develops, the Library will continue to explore ways to connect and develop collections with other libraries locally, throughout the state, and nationally.

## Duplicates

### 6.1

Duplication of titles is determined by popular demand, importance of the book to the collection, and budget. Materials on subjects of interest are ordered in multiple copies by selectors with knowledge of the collections' strengths and weaknesses and of the public's needs for information. Material of special local interest is duplicated throughout the system.

Titles may be duplicated in multiple collections as need warrants.

Titles within the collection are identified and duplicated to improve the likelihood that patrons will find the materials they want immediately available at their local branches.

## Need Versus Demand

### 6.2

The Library acknowledges that each person within its service area has informational and recreational needs that are important to that individual. Therefore, as far as possible within its budget, and according to the Collection Development Policy, the Library responds to patron requests. The Library attempts to provide through interlibrary loan any patron request that falls outside the scope of the Library's collection.

During times of budgetary constraints, duplicates of titles in heavy demand are not added at the expense of purchasing or retaining an important work in less demand which is needed in the collection.

## Replacements

### 6.3

High demand, popular, or significant titles which are damaged or lost are replaced as needed and as budget and availability allows. Out-of-print books are not replaced unless there are special reasons to do so, such as

persistent requests or general importance of the title to the collection.

**Preservation of Information**

**6.4**

In selected areas, retaining information that has lasting value and long-term demand in the community is core to the mission of the Library. For that information, the format in which it is presented is selected with sustainable access in mind, giving particular consideration to durability, stability, discoverability, and retrievability. Both physical and digital formats are considered.

**Weeding**

**6.5**

Weeding is the removal of an item from the collection. Criteria for weeding include:

- Duplicates of titles no longer in high demand
- Out-of-date titles
- Superseded editions
- Items which are worn out, damaged, or shabby
- Items of poor quality with missing parts or on poor quality stock
- Underused or unneeded materials
- Inadequate space to house or store materials

Collections are weeded for currency, physical condition, and low demand on a regular and continuing basis. Demand for an item is defined as the probability that it will be used in the future. If the probability of future use is low, based on objective circulation data for the item, the item will ordinarily be weeded.

System last copies are evaluated on an individual basis and are retained only if they are in demand and meet general collection criteria.

Classic titles and core titles which may

circulate infrequently are retained.

**POLICIES BY  
CLIENTELE  
SERVED**

**7.0**

**Adults**

**7.1**

Materials are selected for adults, including independent learners, to meet their general reading, viewing, listening, recreation, and informational needs. Materials are selected according to the various interests, backgrounds, abilities, and levels of education identified in the community.

**Teens**

**7.2**

Teen materials are selected for middle school through high school grades. Teen collections are designed to complement the recreational reading, listening, and viewing materials available at Johnson County Library. Materials in the teen nonfiction collection concern topics of interest to young people, with a focus on personal, social, and emotional needs.

**Children**

**7.3**

Youth ~~Services programs~~ and collections meet the needs of children through the sixth grade. Strong informational collections meet homework needs, and multiple copies of popular children's authors and titles are purchased for recreational reading for all ages.

Materials for youth are classified by content and vocabulary as Easy, Juvenile, or Teen.

Reading levels do not necessarily reflect age or grade levels, and all ages are approximate. The Library places no age restrictions on the use of its collection.

**Individuals with Visual Disabilities**

**7.4**

The Library provides materials in various formats, including large print and audiobooks for individuals with visual disabilities.

Materials in Braille are not acquired for the book collections.

For further assistance, individuals with visual disabilities are referred to the Outreach Services Department. A variety of assistive devices are available throughout the library system.

**Individuals with Hearing Disabilities**

**7.5**

In accordance with ADA guidelines, when available DVDs and streaming video content are purchased that include closed captioning.

**Students**

**7.6**

The needs of students from elementary to undergraduate levels are served with supplementary materials and [reference works-eResources](#). An effort is made to provide materials which support homework and study needs. Textbooks are not purchased to support the specific curricula of educational institutions and organizations but may be purchased to provide subject area development.

**Business Community**

**7.7**

We provide wide ranging, current, and popular business information to our patrons.

**Outreach and Programming**

**7.8**

While the Collection supports Outreach and Programming function, items in the collection are not purchased specifically to meet demands of Outreach and Programming. Collection Development seeks input and direction from outreach coordinators to develop the collection in ways that support those programs.

**POLICIES BY  
FORMAT OF  
MATERIALS**

**8.0** The Library acquires materials in new formats as they become available and expands existing formats as budget allows.

**Books**

**8.1** The majority of the Library's collection is in book format. Books for the adult collection are purchased in varying formats depending on anticipated use and need for long-term retention in the collection. Library binding is preferred for durability as opposed to trade or book club edition bindings. Children's books of high anticipated use are purchased in pre-bound trade editions.

**Videos**

**8.2** Video collections are developed in the DVD and streaming video formats for all ages. Video collection development includes both theatrical and nontheatrical titles at all branches. Theatrical videos include movies, plays, short stories, TV shows, and music performances. Nontheatrical videos are informational and are acquired in a broad range of subject areas including history, science, biography, documentary, travel, and how-to.

Videos are not selected on the basis of Motion Picture Association **of America** ratings. Any film that meets the guidelines for audiovisual selection and the general selection criteria may be purchased.

The Library does not restrict any materials from children. It is the responsibility of the parents or guardians to monitor materials their children select. Sources are available for patrons who wish to evaluate the appropriateness of a particular entertainment film for the intended viewers, or who wish to check Motion Picture Association **of America** ratings.

In accordance with the ADA requirements, videos are purchased in closed-captioning and described format when available.

**Audiobooks**

**8.3**

The Library collects audiobooks in the compact disc and downloadable formats. Both fiction and nonfiction audiobook titles are selected, as well as subjects where the spoken work is very important, such as drama, poetry, foreign language, and radio shows.

Recognizing the importance of hearing the spoken word to language development, the Library acquires audiobooks (and other spoken word materials) appropriate for all ages. Areas of collection development include stories and storytelling, poetry, fiction and information.

Audiobooks may be provided in abridged or unabridged versions, depending on availability. Unabridged will be preferred where available.

**Recorded Music**

**8.4**

Recorded music is collected in the compact disc and electronic formats. A broad range of music is selected for the collection, including classical, popular, and folk music.

The recorded music collection provides a broad selection of classical and popular music, such as symphonies, concertos, choral music, current and classic pop music, jazz, and American and world folk music.

The Library selects recordings of popular music created specifically for children.

Any recorded music that meets

selection guidelines for audiovisual materials and the general selection criteria may be purchased regardless of any warning labels that may have been attached by the manufacturer. The parental-advisory labels of the Recording Industry Association of America (RIAA) are voluntary.

**Newspapers**

**8.5**

The Library purchases all major local newspapers. The Library maintains a representative, but not complete, collection of Kansas newspapers. In addition, the Library makes available backfile collections of the most significant local and national newspapers, as availability and resources allow.

**Maps**

**8.6**

The Library maintains a representative collection of maps of all countries, atlases, and other books. Sheet maps are acquired to supplement those in books and atlases. Topographic maps of Kansas are available in the Central Resource Library Reference Collection.

**Periodicals**

**8.7**

Periodicals are purchased for one or more of the following reasons:

- To provide access to the most current research and thought in various fields.
- To provide information not available in books.
- To satisfy recreational reading needs.
- To provide the staff with selection aids and professional reading

Backfiles of periodicals are retained according to an established schedule.

The preferred format for retention of periodical backfiles is digital. The appropriate format will be evaluated and decisions made based on factors including cost, equipment needs, space, staff, ease of retrieval, full-text coverage of the resource and special features, and unnecessary duplication of holdings.

We purchase popular periodicals in digital format as available and appropriate.

**Government Documents 8.8**

~~The Central Resource Library is a full depository for Kansas State Documents and a selective depository for United States government publications. Documents of popular interest and useful aids are selected. These collections contain both circulating and non-circulating materials and a variety of formats and media.~~

**Federal Depository Collection**

~~All federal depository materials are the property of the federal government and are selected and deselected according to the Federal Depository Library Instructions, Guidelines, and Manuals.~~

~~Working with the Collection Development Manager, the designated Depository Coordinator has primary responsibility for federal depository material selection and deselection, according to the guidelines listed elsewhere in this policy.~~

~~The federal depository collection is continuously weeded following depository retention and discard instructions and guidelines. Generally, materials are retained a minimum of five years.~~

The preferred format for ~~E~~government ~~D~~documents selection is digital.

**Kansas State  
Depository  
Collection**

The Kansas State Documents collection includes all materials distributed to Kansas depository libraries, regardless of subject emphasis. As a full depository, the Library is not permitted to select specific items.

**Microforms**

**8.9**

Materials are acquired and/or converted to physical or digital microform instead of, or in addition to, print format for one or more of the following reasons: space and storage limitations, budget limitations, lack of availability of the information in other practical formats, or need to retain access to information of lasting value and in long-term demand by the community.

**Manuscripts, Rare Books, and  
Archival Material**

**8.10**

The Library generally does not attempt to purchase or collect manuscripts or rare books. Patrons who wish to donate such materials are referred to an appropriate library or institution.

The Central Resource Library sometimes collects and solicits archival materials relating to local history. This is done primarily for the purpose of digitizing ~~or microfilming~~ the sources.

**Printed Music**

**8.11**

The Library does not maintain a collection of sheet music for circulation. Music published in books is purchased, cataloged and shelved in the regular nonfiction collection.

**Computer  
Software and  
Video Games**

**8.12**

Occasionally, software is included with a printed monograph. This software is cataloged, processed, and shelved with the monograph.

Video Games are added to the collection for popular platforms. These games are purchased with the intention of being available to all ages.

**Large Print**

**8.13**

The Library provides large print books.

**eResources**

**8.14**

eResources are acquired or leased to address specific subject areas of the collection and to meet specific service roles and emphases. They include indexing systems, full-text databases, eBooks, eAudiobooks, eMagazines, [eNewspapers](#), streaming video, eMusic and other interactive digital products. In addition, collections may be digitized or obtained in digital format when their content is relevant to Johnson County. Specifically, all materials published by the County are eligible for inclusion.

**Realia**

**8.15**

Realia, defined as a three-dimensional artifact or a naturally occurring entity, is not usually acquired under Collection Development. For example, the Library does not acquire objects such as sculptures, globes, board games, seashells, or hand weaving for circulation. The Library does circulate collections of realia to support outreach and programming functions. For example, [Arduino](#) [Markerspace](#) kits are currently available to our patrons.

**POLICIES BY SUBJECT OF MATERIAL**

**9.0**

**Fiction**

**9.1**

The Library provides a wide range of fiction including standard and contemporary works of cultural and literary significance and recreational reading materials for patrons of differing tastes, interests, purposes,

and reading skills.

Titles are judged on individual merit. No attempt is made to collect the complete works of authors unless they are prominent and highly respected or the author is exceptionally popular among library patrons.

The works of experimental authors, while often controversial, are considered for purchase as they reflect new trends and styles of expression.

## **Non-English Language Materials 9.2**

The Library collects non-English language materials in a variety of formats for children, youth, and adults when demographic data indicate that the collection in that language would have sustained use and justify space and budget allocations. These collections serve the needs of members of the community who are proficient in non-English languages or who are studying non-English languages. Collections in non-English language materials are selected to reflect the nationalities, academic and cultural interests of the population served.

The Library purchases dictionaries, grammars, and self-instruction materials for languages of interest to users of the Library. Audio materials and databases are purchased as an additional aid to learning a non-English language. These include grammars, pronunciation drills, and exercises in the use of the language. Materials in various formats are also purchased to assist in learning English as a secondary language by speakers of other languages.

Non-English language feature films are purchased to provide entertainment and, cultural enrichment. Periodicals in

foreign world languages are purchased selectively based on need.

Patrons have access to materials in foreign world languages through some of the Library's online databases and through interlibrary loan services.

**Medicine and Related Fields**

**9.3**

The primary focus in medicine is consumer health information. Persons needing technical and professional materials beyond the scope of the collection are referred to area medical libraries.

The Library recognizes that there are readers who, though not medical practitioners or students, are interested in medicine and related subjects. The Library supplies these general readers with reliable, current works on such topics as first aid, hygiene, public health, common diseases, prenatal and maternal care, infant care, food, diet and nutrition, physical fitness, mental health, nursing, geriatrics, alternative medicine, substance abuse, and medical history and biography.

**Law**

**9.4**

Local, state and federal codes and statutes are available as appropriate. The Library provides a collection of standard and popular books for the general reader on such subjects as jurisprudence, history of the law, legal rights of citizens, legal ethics, jury duty, wills, marriage and divorce, patents, copyrights, corporation law, and criminal law. Emphasis is placed on United States practices. Dictionaries, encyclopedias, and phrase books which are useful in general reference are **eligible for inclusion purchased**.

**Human Sexuality**

**9.5**

It is part of the function of the Library to

provide, in adequate quantity for lay readers, general books on sex which are well-balanced, authoritative, and current. Materials are provided which are adapted to several levels of educational background and reading ability, as well as to differing social and religious beliefs. These materials may be illustrated. The objective of such material should be instruction rather than the stimulation of prurient interest.

Materials selected for the youth collection will explain the processes of human and animal reproduction and growth in a clear, informative manner.

The Library acquires a range of materials on and about sexuality. Materials which are legally obscene are not considered for inclusion in the Library's collection.

**Semi and Pseudo-Scientific Materials**

**9.6**

The Library purchases titles in the area of the pseudo-sciences such as astrology, numerology, phrenology, palmistry, channeling, and ~~pyramid power~~ **parapsychology**, because of their timeliness or because of a great degree of current interest in them. Questionable scientific, health, and borderline materials which do not meet general selection criteria may be purchased to meet demand.

**Religion**

**9.7**

Religious materials are purchased for the lay person. Materials include, but are not limited to:

- Sacred books of major faiths, including important versions of the Bible
- Doctrines and histories of major religions and denominations with emphasis on those found in the

United States

- Commentaries and concordances
- Practical aspects of church administration written for the layman
- Agnosticism and atheism
- New trends, ideas, and movements in religion
- Inspirational books
- Lives of religious figures in major faiths
- Collections of prayers
- Books of devotion and meditation
- Mythology
- Comparative religions

**Professional Library Materials**

**9.8**

The Library maintains a circulating collection of library and Information science materials with an emphasis on public library service.

**Small Press Materials**

**9.9**

The Library collects publications of small ~~and alternative presses~~ press and independently published materials, -if materials meet general selection criteria.

**Local Authors And Local and Kansas History**

**9.10**

The Library acknowledges a particular interest in local, county, and state history. As materials are selected for circulating and reference collections systemwide, the Library takes a broad view of works by and about Kansas authors as well as general works

relating to the state of Kansas. However, the Library is not under obligation to add to its collection everything about Kansas or produced by authors, printers, or publishers with Kansas connections.

The Local Author Print Collection is housed in the Central Resource Library and consists of local authors, defined as authors are currently or have previously lived in either Kansas or the Kansas City Metro. The Local Author Print Collection is made up of donated print titles that are professionally bound and have an ISBN. Additional copies of titles from the Local Author Print Collection would be purchased if they meet the selection criteria sections of the Collection Development Policy. Additional materials purchased would go in the regular collection. Titles purchased for the regular collection through existing collection development selection practices will not be cataloged for The Local Author Print Collection regardless of the author's connection to Kansas or the greater Kansas City Metro.

Books by local authors may be accepted as gifts or may be purchased if they meet general selection guidelines. The library maintains a representative, not a complete, collection of locally written materials.

**Genealogy and Heraldry**

**9.11**

JCL and the Johnson County Genealogical Society work together to build a genealogy collection that provides the bibliographic tools and materials essential to basic genealogical research. It is a highly selective collection which serves to introduce and define the subject and to

indicate the varieties of information elsewhere. The genealogy collection serves students of all levels, local and regional historians, interested citizens and hobby enthusiasts, and genealogists researching Johnson Countians. It is a non-circulating collection. The print collection is maintained at the Central Resource Library, and digital resources extend access to genealogy tools in [and outside](#) the branches.

The Library staff and the Johnson County Genealogical Society work cooperatively to see that materials either purchased by or donated to either group meet the following criteria:

- Very expensive or little used genealogical materials already available in the area are not purchased.
- Geographical considerations:
  - The Library attempts to acquire all materials of genealogical interest which pertain to Johnson County.
  - Genealogical materials from the state of Kansas receive major emphasis. Genealogical materials from the East, with particular emphasis on the states which had the most influence on the settling of Kansas (the original 13 colonies, Kentucky, Tennessee, Ohio, Illinois, and Missouri) are collected.
- Types of materials acquired:
  - Handbooks which explain

- genealogical principles and procedures
  - Directories and guides to locations of North American records
  - Census records, territorial, state, and federal, and their indexes if available
  - Immigration and passenger lists
  - Marriage records
  - Will books
  - Cemetery indexes
  - Military records
  - Selected city directories
  - Selected indexes, bibliographies, and reference sources
  - American genealogical periodicals
- Family histories, unless of prominent Johnson Countians or Kansans, are not purchased. Donations of family histories are accepted if judged of value by the Library staff and the Johnson County Genealogical Society members.
- Standard reference works on heraldry are acquired to serve the lay person. Highly technical works on heraldry are excluded unless they contain a large number of names.
- Materials in a variety of media and formats are acquired if they meet the criteria for selection.
- Final decision for acceptance of materials to be added to the genealogy collection rests with the Library staff.

## Regional Reference

### 9.12

The purpose of the Johnson County Regional Reference Collection is to collect, retain, organize, and make available the documentation of Johnson County and its environs--past, present and future. Materials are collected which emphasize Johnson County and its place in the region. Subjects generally fall into one of two categories relating to Johnson County: Local History or Urban Reference (items of current interest and significance.)

## Local History

### 9.12.1

Items of historical significance are acquired, and emphasis is also given to the acquisition of materials which contribute to the knowledge of the past and present social, civic educational, religious, economic, and cultural life.

Whenever possible the Library will work with community partners, like the Johnson County Museum, to preserve ~~attempt to obtain and retain one non-circulating copy copies of all printed items (fiction and nonfiction) contributing to~~ the knowledge of the history of Johnson County, past and present.

The Library endeavors to acquire ~~all~~ significant works of recorded knowledge in the area of the history of Johnson County.

Areas which receive special emphasis for the development of the Local History Collection include:

- Information about landmarks
- Histories of counties in Kansas and Missouri that are adjacent to Johnson County
- Information about the westward expansion as it relates to

## Johnson County

- Information about local flora and fauna, land forms, climatic conditions, and other subjects of a biological and/or scientific nature relating to the area
- Information about the Santa Fe Trail, the Oregon Trail, and the California Trail
- Information about local pioneer days in Kansas and Missouri
- Information about the Civil War as it pertains to the history of the area
- Selected maps and atlases emphasizing Kansas and Johnson County and the Kansas City metropolitan area
- Information about local civic organizations
- Yearbooks of schools and institutions of higher learning in the Johnson County area
- •

Local sources such as community newspapers will be indexed to provide access to information about Johnson County.

The library will host the JoCoHistory.org website. The website is in partnership with the Johnson County Museum with the goal of preserving Johnson County history in the form of digitized photographs and documents.

Although very limited, efforts will be made to secure out-of-print materials when appropriate.

Items found in the Johnson County Regional Reference Collection may be duplicated throughout the library when appropriate.

**Urban Reference**

**9.12.2**

Current information and documents on governmental operations and activities in Johnson County are also included in the Regional Reference Collection. This provides current governmental regulations and legislation pertaining to the local area, planning programs of the various government agencies, and various official documents from municipalities and the County.

The collection serves the needs of historians, tracing the economic and physical development of Johnson County.

It also serves the general public, citizen activists, student researchers, businesses involved in development within the County, representatives of governmental agencies, and organizations that contribute to the development of the collection such as regional planning agencies or government advisory groups.

Materials acquired are generally limited to documents of and about the governments of Johnson County and their various agencies and sub-agencies. It contains supportive materials and documents relating to the Kansas City metropolitan area.

The Regional Reference Collection includes the following materials:

- Local ordinances
- Local planning documents

- Departmental publications which are important to the planning processes and development of the County
- Background materials used in local government planning operations
- Documents for all levels of government
- Publications from quasi-governmental organizations and agencies such as regional economic councils
- Publications from data-gathering or data publishing organizations, agencies, or consultant groups
- Publications from chambers of commerce and/or tourism bureaus
- Maps of interest to urban planners

The general subject of urban affairs is supported by materials in the general reference collection and circulating collection at the Central Resource Library.

## Business

### 9.13

The business collection is designed to serve the current and future information needs of Johnson County businesses and government agencies. It is not intended to support academic research in business nor is it intended to supplant the curriculum materials used by business students, ~~although some materials in the collection will be useful in both of these areas.~~

The business collection is primarily offered through our digital eResources and focuses on serving personal

investors, small business owners, entrepreneurs, and patrons seeking career exploration and planning. The kinds of [materials eResources](#) collected to support business include, but are not limited to:

- Information on specific companies and industries, with an emphasis on local companies and industries
- Market research data focusing on the metropolitan area and the broader region but including national and international data as well
- Applied business information
- Information on:
  - Marketing methods
  - Personnel management
  - Tax management and accounting
  - Real estate and insurance issues
  - Data on financial market performance and guides to investment management
  - Data on and overviews of international business
  - Guides to starting and operating small businesses
  - Information on careers, particularly mid-life career change

- ~~Some of this information is available only from sources not typically tapped by the Library:~~

- ~~○ Trade and professional associations~~
- ~~○ Government and non-profit agencies~~
- ~~○ Newsletter services and similar agencies~~

The eResource business collection does not support formal business curriculum by purchasing textbooks and reading list materials, but it does endeavor generally to provide information on topics of interest to the business community.

~~Historical materials are maintained only when they have practical value and community demand. They are not actively sought out and acquired.~~

Providing business resources digitally is an increasing emphasis, as resources allow, providing greater access for patrons.

## GIFTS

### 10.0

The Library is pleased to accept gifts of materials or money for the purchase of library materials with the understanding that general selection criteria will determine whether or not an item is added to the collection.

Gifts from Library patrons are to be acknowledged in a timely fashion.

Gifts that are not added to the collections are given to the Friends of the Johnson County Library. The Library does not place a monetary value on book donations. The Friends of the Johnson County Library provides Book Donation forms for patrons who

wish to fill them out themselves.

Although the practice will be discouraged because the information may not remain accurate, requests are honored from groups donating materials to have a contact person, phone number, or address listed on the bookplate.

Invoiced unsolicited materials received by the Library are not acknowledged, returned, or paid for.

All donations of materials to the Library that are accepted become the property of the Library. The Library has the authority to place an item wherever the Library determines, to remove or relocate an item whenever the Library determines and to sell or otherwise dispose of a removed or rejected item.

All gifts and other unsolicited items from whatever source are subject to the provisions of this policy.

**REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS 11.0**

Recognizing that a materials selection policy can result in comments from the public at large who may not agree with the reasons why certain items have been included, in the collection, the Library has developed the following procedures to process a patron's concerns:

- When a patron initiates a request for reconsideration of library materials, staff gives him/her a "Request for Reconsideration of Library Materials" form to fill out.
- Within 20 days after the form is submitted to the Library, the Collection Development Manager (CDM) will respond in writing to the patron setting forth the decision on

the request.

- If the patron is not satisfied with the decision of the CDM, then the patron may have such decision reviewed by filing a written appeal with the CDM within 10 days after the date of the CDM's written response. Within 20 days after an appeal is filed, it shall be heard, with the patron invited to attend, by a committee composed of the CDM, the Associate Director of Systemwide Services, and the Deputy County Librarian. The committee shall notify the patron of its decision within 10 calendar days after its meeting.

If the patron is not satisfied with the decision of the Committee, then the patron may request in writing for the County Librarian to review the Committee's decision and the patron shall be notified of the decision of the County Librarian within 20 days after the patron has filed the request for review. If the patron is not satisfied with the decision of the County Librarian, then the patron may request in writing that the Library Board review the decision. The patron shall be present in person when the Library Board reviews the request. The decision of the Board will be final.

The only issue to be considered by the Committee, the County Librarian, and the Board is whether the Collection Development Policy has been followed with respect to the item.

The form on the following page will be made available.





# APPENDIX

Tab: Governance  
Section: Library Documents  
Subject: LIBRARY BILL OF RIGHTS

**SUMMARY**

This statement, authored by the American Library Association, is the basis of the Johnson County Library’s ethical stance regarding collections and patron’s rights.

**Effective Date:**

Reaffirmed September 13, 2012

Reviewed

August 2, 2016

**LIBRARY BILL  
OF RIGHTS**

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

Basic Policy

1. Books and other library resources should be provided for the interest, information and ideas, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

Represents All Views

2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

Censorship

3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

- Alliances 4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- Right to Use 5. A person's right to use a library should not be denied or abridged because of origin, age, background or views.
- Exhibit and Meeting Space 6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 18, 1948. Amended February 2, 1961, and January 23, 1996, by the ALA Council.

August 2, 2016

**ARM 10-20-10**

Tab: Governance  
Section: Library Documents  
Subject: FREEDOM TO READ

**SUMMARY**

The Library Boards adoption of this document illustrates its endorsement off intellectual freedom. This document is frequently used as background material in explaining to patrons the principles of intellectual freedom. The document also is an underpinning for the Collection Development Policy. History of the document and other endorsements are included at its conclusion.

**Effective Date:**

Reaffirmed August 2016

Reviewed

August 2, 2016

**THE FREEDOM  
TO READ**

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial” views, to distribute lists of “objectionable” books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual by exercising critical judgment, will accept the good and reject the bad. We trust Americans to recognize the propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be “protected” against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the internet. The problem is not only one of acute censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural at a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms, The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must zealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read.

Librarian  
Responsibility

We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

Constitutional  
Guarantee

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

Affirmation of  
Propositions

We therefore affirms these propositions:

Diversity of  
Views

1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but also why we believe it.

Non-Endorsement

2. Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what books should be published or circulated.

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

Content Independent Of Authorship

3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

Freedom Of Choice

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot

be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

Subjective  
Labeling

5. It is not in the public interest to force a reader to accept with any expression the prejudgment of a label characterizing book it or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

Responsibility to  
Contest  
Encroachments

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

Responsibility to Provide Diversity 7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a “bad” book is a good one, the answer to a “bad” idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all citizens the fullest of their support.

Conclusion We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

History This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, June 30, 2004,

by the ALA Council and the AAP Freedom to Read Committee.

Authorship

A Joint Statement by:  
American Library Association and  
Association of American Publishers

Subsequent  
Endorsements

The Association of American University Presses,  
Inc.  
Freedom to Read Foundation  
National Association of College Stores  
The Thomas Jefferson Center for the Protection of  
Free Expression

August 2, 2016

**ARM 10-20-30- End**

Tab: Governance

Section: Library Documents

Subject: FREEDOM TO VIEW

**SUMMARY**

This document was adopted by the Library Board along with the Freedom to Read document. These documents are frequently used as background material in explaining to patrons the rationale for intellectual freedom principles upheld by the Library Board. This document also appears in the Collection Development Policy. History of the document and other endorsements are included at its conclusion.

Effective Date:

Reviewed

Reaffirmed September 13, 2012  
August 2, 2016

**THE FREEDOM TO  
VIEW**

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest possible access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the

moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989. Endorsed by the American Library Association Council, January 10, 1990.

## SUMMARY

This document was adopted by the Library Board along with the Freedom to Read document. These documents are frequently used as background material in explaining to patrons the rationale for intellectual freedom principles upheld by the Library Board. This document also appears in the Collection Development Policy. History of the document and other endorsements are included at its conclusion.

August 2, 2016

**ARM 10-20-31 End**

**To:** Johnson County Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** January 9, 2025  
**Re:** Antioch: Resolution regarding surplus property at Antioch Library and the Library Support Services Building.

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**Issue:** Consider adopting Resolution 2025-01 which amends Resolution 2024-01, declaring furniture, fixtures, and equipment located in the existing Antioch Library as well as the Library Support Services Building as surplus property of no value and authorizing their disposal.

**Suggested Motion:** I move 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.

**Background:** The Library has relocated from the existing Antioch location to the new Merriam Plaza facility in March 2024. During the transition time, useable furniture, fixtures, and equipment was reallocated to other County departments and/or agencies, the Friends of Johnson County Library, or inventoried for future use.

In January 2024, the Library Board approved Resolution 2024-01, which addressed remaining furniture, fixtures, and equipment at Antioch Library not suitable for reuse at other Johnson County Library locations, other County departments or agencies, or by the Friends of the Johnson County Library. Items considered of no value or that cannot be repurposed were anticipated to be left at the Antioch Library and sold with the building to defray costs to the County and allow for a timely transition to the new location. This Resolution allows for the same disposal of surplus property still remaining inside the Support Services Building, located adjacent to the Antioch Library. Using the typical County disposal methods (on-line or in-person auction) is not practical, considering the effort it would take staff to dispose of. Resolution 2025-01 allows the disposal of all remaining surplus property within both buildings by any convenient means or method as determined by the County Librarian and Library Facilities partners.

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

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

**Analysis:** Generally, surplus property is to be offered for sale through public auction. The proposed Resolution 2025-01 gives the County Librarian and Library Facilities partners a one-time opportunity to deal with surplus personal property in a manner that will expedite the sale of the Antioch Library and Support Services Building.

**Funding Overview:** No funding is being requested.

**Alternatives:** 1) Approve Resolution 2025-01. 2) Elect to dispose of the surplus personal property at the Support Services Building in some other manner. Disposal of the surplus property in another

manner will impact the timeline for the sale of the Antioch location and the Support Services Building.

**Recommendation:** Staff recommends the Library Board Resolution to allow for the disposal of surplus personal property located at the Antioch Library and Support Services Building.

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

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

**Legal Review:** Library legal counsel has approved the Resolution as to form.

**Suggested Motion:** I move that the Library Board adopt Resolution 2025-01 declaring furniture, fixtures, and equipment located in the existing Antioch Library and Library Support Services building as surplus property of no value and authorizing their disposal.

**RESOLUTION NO. 2025-01**

**A RESOLUTION AMENDING RESOLUTION 2024-01 DESIGNATING LIBRARY-OWNED PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSAL**

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



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

WHEREAS, the Johnson County Library Board of Directors owns the Support Services Building (“SSB”) located in Merriam, Kansas along with all of the furniture, fixtures and equipment located inside; and

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

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

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

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

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

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

WHEREAS, the transition plan for moving library functions from the Existing Library and SSB is a short window during which the Surplus Property must be removed from the Existing Library and SSB to allow for the expedient decommissioning and sale activities now and in the future scheduled for the Existing Library and SSB; and

WHEREAS, removing the Surplus Property from the Existing Library and SSB is critical to the decommissioning of the structure and the logistics, expense, and uncertainty of disposing of any unallocated Surplus Property makes it necessary and

desirable to authorize the Johnson County Library and Johnson County Facilities staff to dispose of the Surplus Property by any special, prudent, and appropriate methods including sale, donation, negotiated agreement, bulk sale, in-kind services, salvage, inclusion of remaining furniture, fixtures, and equipment in the sale of the Existing Library building and SSB, or other means that will assure all the furniture, fixtures and equipment are removed from the Existing Library and SSB no later than February 1, 2025, unless being sold as part of a sale of the Existing Library building and SSB.

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

1. Reassigned for use by another County office, agency, or department of the Johnson County Government, or the Friends of the Johnson County Library;
2. By donation to another public entity for items the cost of sale or disposal of which is likely to exceed the value of the item or which may have a particular public benefit and need for the item (*e.g.*, other Libraries in Kansas);
3. By sale through a public bid process, which may include sealed bids, auction, or fixed price as a “cash and carry” sale recognizing the value of many of the items will be nominal;
4. By a “bulk sale” of all or any part of the furniture, fixtures and equipment, which may include as in-kind consideration the hauling services that will result in the removal of the Surplus Property in an expedient and timely fashion to avoid a delay in decommissioning the Existing Library and SSB; and

5. Inclusion in the Existing Library and SSB building sale all Surplus Property not otherwise disposed of prior to June 30, 2024.

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

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

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

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

Johnson County Library Board of Directors

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Kelly Kilgore, Library Board Chair

ATTEST:

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APPROVED AS TO FORM:

**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** January 10, 2025  
**Re:** Johnson County Library's 2025-2029 Capital Improvement Program (CIP) Submission

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

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

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

This upcoming 2026 budget plan will cover the 5-year capital planning period of FY 2026 to FY 2030. This currently drafted Library 2026-2030 CIP is informational; with a plan for the Library Board to take official action on this at the February 2025 Library Board meeting. The numbers are subject to change as the Library's Facility partners are working to update them to reflect projected construction inflation.

The Budget Committee Meeting as part of the budget planning for the FY 2026 budget will review the financing for the projects and have discussed the impacts of these projects outlined in the Library's multi-year forecast.

After Johnson County Library Board action, which is anticipated in February, the CIP requests will be presented to the County CIP Committee, who will review and forward these recommendations on to the County Manager for inclusion in the County Manager's 2026 budget proposal that will be put forth to the Board of County Commissioners (BOCC) in May of 2025. The Library Board will also have approvals associated with the 2026-2030 CIP included with the proposed 2026 Library budget that will be brought forward to the Library Board in March 2025 for review and April 2025 for action. The BOCC will vote on their final recommended budget for 2026 in late August of 2025 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 that were provided to the Library Budget Committee in January 2025.

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

**Recommendation:** This is being presented for information only at this point in time. Voting on this 2026-2030 CIP submission is anticipated to occur at the February 2025 meeting.



Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:		Early JAN WORKING DRAFT			
Project:	Capital Replacement Plan (CRP)	Priority #	Year Requested	2026			
<b>Capital Expenditures</b>							
		<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Project Total</b>
Building Envelope / Roofing / Exterior Building Signage		121,402	687,524	837,465	931,983	884,234	3,462,608
Parking Lots / Site Repair / Irrigation / Landscaping/ADA		408,531	189,483	293,372	758,388	719,533	2,369,308
Interior Work / Finishes / ADA		1,237,080	1,093,337	692,024	1,241,430	1,177,827	5,441,698
<b>Subtotal</b>	<b>0</b>	<b>1,767,013</b>	<b>1,970,344</b>	<b>1,822,861</b>	<b>2,931,800</b>	<b>2,781,594</b>	<b>11,273,613</b>
<b>Equipment Expenditures</b>							
Building HVAC / Electrical Equip Replacement		620,701	485,721	1,052,549	557,477	528,916	3,245,364
FFE		448,214	835,559	824,492	60,869	239,636	2,408,768
<b>Subtotal</b>	<b>0</b>	<b>1,068,914</b>	<b>1,321,280</b>	<b>1,877,040</b>	<b>618,346</b>	<b>768,552</b>	<b>5,654,132</b>
<b>Start-Up Capital</b>							
							0
							0
<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>2,835,927</b>	<b>3,291,624</b>	<b>3,699,902</b>	<b>3,550,146</b>	<b>3,550,146</b>	<b>16,927,745</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:				Early JAN Estimates	
Project:	Corinth Library Replacement	2026	2027	2028	2029	2030	2026
		Prior Year		Priority #		Requested	
<b>Capital Expenditures</b>							<b>Project Total</b>
Preliminary Studies	140,000						
Land Acquisition							
Design/Consulting	250,000	2,813,202	893,888				3,707,090
Construction			12,260,916	9,820,856			22,081,772
Public Art			298,894				298,893
<b>Subtotal</b>	<b>390,000</b>	<b>2,813,202</b>	<b>13,453,698</b>	<b>9,820,856</b>	<b>0</b>	<b>0</b>	<b>26,087,755</b>
<b>Equipment Expenditures</b>							
Furnishings, Fixtures and Equipment (FFE)			3,801,600				3,801,600
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>3,801,600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,801,600</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>2,813,202</b>	<b>17,255,298</b>	<b>9,820,856</b>	<b>0</b>	<b>0</b>	<b>29,889,355</b>

Capital Improvement Program - Project Operating Expenses

Department:		Library		Submitted by:		Tricia Suellentrop				
Project:		Corinth Library Replacement		Department Priority #		2 Year Project Requested				
						2026				
						2027				
						2028				
						2029				
						Estimated Annual Cost				
Personnel Expenditures (Position Title)	Grade	FTE	Hourly Amount	Start Date	2025	2026	2027	2028	2029	Estimated Annual Cost
Library Clerk	13.13	1.00	25.00	1/3/2028	0	0	0	78,860	82,014	78,860
Library Clerk	13.13	1.00	25.00	1/3/2028	0	0	0	78,860	82,014	78,860
Library Clerk	13.13	0.50	25.00	1/3/2028	0	0	0	30,680	31,907	30,680
Library Clerk	13.13	0.50	25.00	1/3/2028	0	0	0	30,680	31,907	30,680
Subtotal		3.00			0	0	0	219,080	227,842	219,080
<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 3 FTE of new positions.**

**Performance Measures and Strategic Priorities:**

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

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

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

Capital Improvement Program - Capital Project Expenses

Department:	Library	Submitted by:		Early JAN Estimates			
Project:	Future Project 1	Priority #	3	Year Requested	2026		
<b>Capital Expenditures</b>	<b>Prior Year</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Project Total</b>
Preliminary Studies			250,000				250,000
Land Acquisition							
Design/Consulting					2,350,000		2,350,000
Construction						11,194,500	19,494,500
Public Art						255,500	255,500
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>250,000</b>	<b>0</b>	<b>2,350,000</b>	<b>11,450,000</b>	<b>22,350,000</b>
<b>Equipment Expenditures</b>							
Furnishings, Fixtures and Equipment (FFE)						3,200,000	3,200,000
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,200,000</b>	<b>3,200,000</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>0</b>	<b>0</b>	<b>250,000</b>	<b>0</b>	<b>14,650,000</b>	<b>14,650,000</b>	<b>25,550,000</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 #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</b>	<b>2030-2031</b>
<b>Furniture Installation/Move in</b>	<b>Q3</b>	<b>2031</b>
<b>Opening</b>	<b>Q3</b>	<b>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:				Early JAN Estimates	
		2027	2028	2029	2030	2029 Study -	Construction start in
Project:	Future Project 2		Priority #	4	Requested	2031	
<b>Capital Expenditures</b>	<b>Prior Year</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Project Total</b>
Preliminary Studies					300,000		300,000
Land Acquisition							
Design/Consulting							4,540,000
Construction							40,155,000
Public Art							505,000
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>45,500,000</b>
<b>Equipment Expenditures</b>							
Furnishings, Fixtures and Equipment (FFE)							5,000,000
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000,000</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>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>50,500,000</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:** January 9, 2025

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

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

**Suggested Motion:** For information in January.

I move that the Johnson County Library Board of Directors approves the Memorandum of Understanding with Johnson County Community College for the year 2024.

**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:** For information in January. 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: \_\_\_\_\_

**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** January 9, 2025  
**Re:** Update to ARM 20-10-90 Fee Schedule

---

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

**Suggested Motion:** Informational Today, For Approval at February 2025 Library Board meeting

**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/Cloud 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:**

**Legal Review:**

## 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**

# Update to ARM 20-10-90 to Reflect Addition of Mobile Print Service and Update Fee Schedule

Library Board Meeting January 9, 2025  
Michelle Beesley, IT Manager

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# New Print and Payment System Implemented



# Update to ARM Needed

Current: ARM 20-10-90

## Photocopies

3. Photocopies (paper and microform)  
\$.15 per black and white exposure.  
This charge is waived for patrons receiving service under ARM 20-15-50 (Services to Homebound Patrons.)  
\$.50 per color exposure

## Printed Copies

4. Printed copies from public use computers.  
\$.15 per page for black and white  
\$.50 per page for color



# Considerations for Printing Fee Schedule

## – Clarify Terms

- Better define the term “page” in context of single-sided and double-sided print jobs
- Include Mobile Print service as a source of print jobs

*Print jobs sent from patron devices at home or on wireless in Library buildings*



# Considerations for Printing Fee Schedule

## – Reflect New System Features

- Dynamic color detection – system detects if color or black & white and charges accordingly for each page

*Example – a print job with one color side and one black & white side is charged the color rate for one side and the black & white rate for one side*

- Scanning – photocopiers currently offer scan function

*Library exploring new solution for scanning and printing from scanners, included the term scanner for clarity*



# Recommendation for Updated Fee Schedule

## Print

	B&W single-sided	B&W double-sided	Color single-sided	Color double-sided
Current	\$0.15	\$0.15	\$0.50	not offered
Proposed	\$0.15	\$0.30	\$0.50	New! \$1.00

## Photocopy and Scan

	B&W single-sided	B&W double-sided	Color single-sided	Color double-sided
Current	\$0.15	\$0.30	\$0.50	\$1.00
Proposed	\$0.15	\$0.30	\$0.50	\$1.00



# Recommendation for Updated Fee Schedule

- Pros

- Consistency with current Olathe Public Library printing fee schedule, smooths user experience for patrons using both systems

*At OPL - Prints are \$0.15 single-sided or \$0.30 double-sided. Color prints are \$0.50 single-sided or \$1.00 double-sided. Cash and cards accepted.*

- Close to current costs per printed side, less confusion

- Cons

- Increased printing costs for some users – for double-sided black and white print jobs



# Questions?

- Is there additional information that will help make updates to ARM 20-10-90?



# Next Steps

- Return in February 2025 for action
- Continue study of printing use and costs for evaluation of free printing allowance per Library Board's request
- Return to Library Board with one year's data in 2026



**To:** Library Board of Directors  
**From:** Tricia Suellentrop, County Librarian  
**Date:** January 9, 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:** Information only. Action anticipated at a future Library Board meeting.

**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

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

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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

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## 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 eresources, 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 the 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

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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)).

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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.

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## 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:

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[\*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.