



**Board Report
May 8, 2025**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, MAY 8, 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 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.....4
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Jeffrey Mendoza
 - C. Development Department: Written reports presented by Shelley O'Brien, Development Director..12
 - D. Liaison, Board of County Commissioners, Julie Brewer
- IV. Reports
 - A. Board Counsel – Andrew Logan
 - a) Review of Legal Actions on Executive Orders
 - b) Review appointment process of new Library Board Members and Commissioner Liaison relationship to Library Board
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....14
 - b) Communication Department Trends, Elissa Andre, Marketing & Communications Manager.....19
 - 2. Comprehensive Library Master Plan
 - a) Spring Hill and De Soto, Megan Clark, Project Coordinator.....34
 - b) Website Update, Elissa Andre, Marketing & Communications Manager.....38
 - c) Capital Projects: Timeline Summary, Scott Sime, Project and Events Manager.....44
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Welcome new Board Member, Tricia Suellentrop, County Librarian
 - b) Volunteer Appreciation Celebration, Tricia Suellentrop, County Librarian
 - c) Program Department, Summer Programs, and Storytimes Update, Angel Tucker, Program Department Manager, Shannon Goebel, Program Operations Manager, and Sarah Mathews, Program Coordinator.....47
 - d) InterUrban ArtHouse Curation, Joseph Keehn, Program Coordinator.....55

V.	Consent Agenda	
	A. Action Items:	
	1. Minutes of the April 10, 2025 Regular Library Board meeting.....	61
	2. Minutes of the April 10, 2025 Joint Board of County Commissioner and Library Board meeting...	71
	3. Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Election Office.....	74
	4. Consideration of Contract Renewal for BiblioCommons.....	83
	B. Information Items	
	1. Financial and Personnel	
	a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for March 2025 were handled in accordance with library and County policy.	
	b) The March 2025 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.....	89
VI.	Old Business	
	None	
VII.	New Business	
	A. Action Item: Form the Appraisal Committee.....	90
	B. Information Item: Consideration of Land Use Agreement to Create Community Garden between between Johnson County Library and Overland Park Community Garden, Anna Madrigal, Central Regional Manager.....	91
	C. Information Item: Consideration of contract and exception to competition for upgrades to BAS systems at multiple branches, Scott Sime, Projects and Events Manager.....	97
	D. Information Item: Consideration of agreement with American Heart Association, Jared Harper, Southwest Regional Manager.....	130
	E. Information Item: Consideration of Walk and Read Signage Installation at Central Resource Library, Jennifer Mahnken, Associate Director for System-Wide Services, and Scott Sime, Projects and Events Manager.....	137
VIII.	Adjournment	

CITIZEN COMMENTS

May 2025

April 22, 2025

Greetings!!

My name is Valarie Turner. As a Johnson County resident, I want to bring an item to the board's attention during the May 8 board meeting.

I have a non-visible disability and would like the Johnson County Libraries to become Sunflower-friendly places.

The Hidden Disability Sunflower is a globally recognized symbol for non-visible disabilities (also known as hidden disabilities or invisible disabilities). It is currently recognized in 30 countries and is being adopted by businesses across many public sectors, including hospitality, retail, entertainment, transportation, sports and recreation, education, and health care.

The Sunflower has one simple purpose - People choose to wear the Sunflower when it suits them, to let people around them know that they, or someone with them, has a non-visible disability and may need a helping hand, understanding, or just more time.

The link below highlights the success The Mizzoula Public Library is having with the Hidden Disability Sunflower Program. The program will add another dimension to the annual IDD Resource Fair.

<https://youtu.be/z5m13bet7Tg?si=UH2TMN3rbK2O0e9B>

Further supporting library patrons and aligning with the library's values, specifically:

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.

The Hidden Disability Sunflower program will let the patrons know they are seen and valued.

I've attached additional documents about the program, as well as, a 2024 proclamation signed by Governor Kelly recognizing Hidden Disability Awareness Week.

Please let me know if there is anything else I need to do to speak before the board. Also, please let me know if you have any questions, comments, or concerns.

Warmest regards,

CITIZEN COMMENTS

May 2025

Valarie Turner

816.914.7142

valarie.turner0619@gmail.com

11720 S. Shannan St. Apt. 1116

Olathe, KS 66062

<https://hdsunflower.com/us/insights/category/news>



"I was born with Charcot-Marie-Tooth Disease (CMT) an inheritable peripheral neuropathy that includes many motor and/or sensory neuropathies, axonopathies, myelopathies, and neuronopathies. Due to the degradation of their nerves, people with CMT suffer lifelong progressive muscle weakness, atrophy of the arms and legs, and progressive sensory loss. Additionally, I'm an Ischemic stroke survivor.

Throughout life, I never fit in; therefore, I've learned to create my own joy. Coming from a strong family unit, I've learned how to turn my weaknesses into strengths. My strengths present themselves through encouraging others, lifting them up, and reminding them that they are valued, loved, and seen.

I became a Hidden Disabilities Sunflower Program Ambassador because the sunflower allows you to be seen and not questioned, supported without shame, and loved without limits."

Sunflower Ambassador - US, Valarie Turner

Business Sunflower Info Sheet

A member of your community has a non-visible disability and would like your business to become a Sunflower-friendly place.

The Sunflower is a globally recognized symbol for non-visible disabilities (also known as hidden disabilities or invisible disabilities). It is currently recognized in 30 countries and is being adopted by businesses across many public sectors including hospitality, retail, entertainment, transportation, sports and recreation, education and health care.

The Sunflower has one simple purpose - People choose to wear the Sunflower, when it suits them, to let people around them know that they, or someone with them, has a non-visible disability and may need a helping hand, understanding, or just more time.

How to join the Sunflower and support your community:

1. **Sign up your business with a Sunflower Membership plan.**
(There are 4 membership levels to meet the needs of your business)
2. **Order Sunflower products and take advantage of discounts**
(Decide whether to provide Hidden Disabilities Sunflower products to colleagues and customers. We ask that you make Sunflower products available free of charge)
3. **Commit to training all your staff and colleagues to identify the Hidden Disabilities Sunflower, gain an understanding of what a non-visible disability is, and become confident to approach and support people wearing the Sunflower.**
(Depending on your Sunflower Membership level, you will have access to a range of Sunflower training videos from our summary training video through to our full series of Sunflower training videos.)
4. **Add your business to the Sunflower location map**
(The Sunflower location map is where our Sunflower wearers can discover where they can shop, travel or be entertained with the Sunflower by their side.)



Thank you for taking the time to consider joining the Hidden Disabilities Sunflower! For more information, please visit our website HDSunflower.com/us or email us at Info@HDSunflower.com or Lynn@HDSunflower.com



Not every disability is visible - some are just not obvious.

The Hidden Disabilities Sunflower makes you visible.

Living with a non-visible disability can make daily life more demanding for many people, but it can be difficult for others to identify, acknowledge or understand the challenges you face.

Wearing the Hidden Disabilities Sunflower is a discreet sign to indicate to people around you, that you have a non-visible disability and that you may need help, assistance or simply a little more time.



1. Ask if you can help
2. Be kind
3. Listen closely
4. Have patience
5. Do not judge
6. Show respect



For more information, please scan the QR Code or copy the address below to visit our website:
www.HDSunflower.com



Not every disability is visible, some are just not obvious.



People choose to wear the Sunflower to discreetly indicate that they have an invisible disability and may need help, assistance or simply more time.

- 1. Ask if you can help**
- 2. Be kind**
- 3. Listen closely**
- 4. Have patience**
- 5. Do not judge**
- 6. Show respect**

Make a positive change in your business

As well as transforming the culture and supporting your colleagues and customers, the Sunflower helps to challenge mind-sets and perceptions towards disability. It opens conversations about disability and the barriers that people with non-visible disabilities might face in your business - in your stores and venues, in your digital environment and from recruitment to employment.

All our Sunflower Business Members have unique needs, so we want to help your company to support your colleagues and customers with non-visible disabilities.

As a Sunflower Business Member, you will benefit from the functionality of the Sunflower account with access to Sunflower training, member discounts, tailored inspiration & communication and inclusion tips to support your diversity and equity objectives and much more.

Invite your colleagues to become Sunflower-friendly*

- access our Sunflower training and webinars and benefit from sector-specific advice on how to implement the Sunflower

Share your story*

- promote your company through topical, regional and sector-based articles on our channels and 'The invisible issue', our monthly newsletter

Enjoy Sunflower Member discounts*

Be discovered by our Sunflower wearers as they plan their days out*

- add your location and demonstrate how accessible you are on the Sunflower location map
- reveal your Sunflower-friendly events
- access our Media Pack and receive our support as you launch the Sunflower

Learn with Hidden Disabilities Sunflower*

- deepen your understanding of non-visible disabilities with our invisible disabilities index and its inclusion tips
- explore the Sunflower Conversations where our Sunflower wearers share their lived experience

Capture the CO² from your Sunflower purchases*

* Subject to the Sunflower Business Membership you choose

Be
Seen
With
Sunflower

It starts when someone feels safe to share they have a **non-visible disability**

For a business to support people with non-visible disabilities, it needs to nurture a culture where someone feels safe to share their individual access needs; a culture where talking about disability isn't avoided and a culture where everyone has the same opportunities and a voice to impact the business.



The Hidden Disabilities Sunflower can help you make this positive change to support your colleagues and customers with non-visible disabilities.

Visit: hdsunflower.com



I have a hidden disability. When I leave home, it's keys, wallet, phone, **Sunflower.**

The Sunflower is a simple way to signify that you have a disability or condition that may not be immediately apparent - and may require a bit more support, time or a helping hand when out in public.



Find out more: [HDSunflower.com](https://www.hdsunflower.com)



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

National Library Week Festivities

A big thank you to everyone who joined us for our ribbon cutting at The Book Nook on Tuesday, April 8th. It was a lovely morning, and with 50 visitors including library and Friends board and staff, Friends members and volunteers, representatives of Block Real Estate Services, and members of the Lenexa Chamber of Commerce. The event was even highlighted in the April/May edition of FoKL Point, Friends of Kansas Libraries' newsletter.

To supplement the fun of National Library Week, we also announced the return of our popular Thursday evening book sale series. We'll run these up to the week of Labor Day, so the final one of the year will be on Thursday, August 28. Swing by between 5:30-7:30pm until then.

Additionally, I was joined by Friends board members in dropping off treats and thank-you notes to staff at all Johnson County Library branches. This was just something for a little morale boost and to remind library staff that we're actively advocating for them.

Library Advocacy

With the Kansas Legislature adjourned until January 2026, we are now focused on federal and county-level advocacy. If you're a Friends member, you will receive calls-to-action in conjunction with the Board of County Commissioners communications and "Dear Appropriator" letters in the coming weeks. This will be in addition to our ongoing requests for calls and emails to federal legislators regarding Institute of Museum and Library Services (IMLS) defunding.

Community Engagement

We had a blast participating in Johnson County Library's Book Swap Café series, and I have received numerous inquiries as to whether the event would return (especially from participants at Blue Valley Library). Many thanks to program coordinator Joseph Keehn for inviting us to join in the fun.

Respectfully submitted,

Shanta Dickerson (she/her)
Executive Director

Libraries for all. All for libraries.

Monthly Report
of the Johnson County Library Foundation
to the Board of Directors of Johnson County Library
Shelley O'Brien, Executive Director
May 2025



A BIG thank you to Marsha Daley, Lisa Larson-Bunnell, and Anjali Pandya for being Co-Chairs of the 2025 event. All three have been involved in Library Lets Loose for several years. We appreciate their leadership and volunteerism. We have expanded the event committee to over 20 volunteers who will be planning the event this summer.

Additionally, we have hired an event planner for 2025's Library Lets Loose. Jamie Kapke of Kapke & Co has started to work on our event. Jamie has lots and lots of non-profit, event experience to share with us.

A New Face in the Development Department

We are happy to announce that on May 5th Melissa Stan is going to join our group as the Donor Relations Coordinator. Melissa has worked at the Folly Theater and The Story Center at Mid-Continent Library. She will be handling our fundraising communications and working to bring in new donors. Please be sure to welcome Melissa at the board meeting.

Thanks for a Terrific Big Check Photo

The photo includes Mike Sherry, Shelley O'Brien, Charles McAllister, David Sims, County Commissioner Julie Brewer, County Librarian Tricia Suellentrop, Stann Tate, Kelly Kilgore, Jenny Hrabec, Anna Van Ophem, Marsha Daley, Chrysy Huff and Jeffrey Mendoza.



JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
March 2025
25% of Year Lapsed

OPERATING FUND	Programs	2024 Budget
	Revenue	6,079,665
	Administrative Services	
	Information Technology	
	Collection Development	
	Branch/Systemwide Services	
	Transfer to Capital Projects	
	Interfund Transfers	
TOTAL OPERATING FUND EXPENDITURES		<u>\$0</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$6,079,665</u></u>
SPECIAL USE FUND		2024 Budget
	Revenue:	3,486,675
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	529,534
	Transfer to Capital Projects	
TOTAL SPECIAL USE FUND EXPENDITURES		<u>\$529,534</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE		<u><u>\$2,957,141</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS		<u><u>\$9,036,806</u></u>

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

March 2025

25% of Year Lapsed

REVENUE ALL FUNDS	2025 Year to Date	2025 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	27,372,731	48,673,540	56%	57%
Ad Valorem Delinquent	106,542	297,300	36%	58%
Motor Vehicle	993,818	3,587,813	28%	28%
Library Generated - Copying/Printing	3,722	108,206	3%	22%
Library Generated - Overdues / Fees	23,288	42,000	55%	37%
Sale of Library Books	0	50,000	0%	0%
Misc Other	10,801	18,703	58%	2%
Reimbursements	103,323	791,000	13%	12%
Library Generated - Other Charges	0	0	0%	0%
Investment	617,104	825,000	75%	53%
Unencumbered Balance Forward	0	926,000	0%	0%
Transfer from Capital Projects	0	0	0%	0%
Sale of Capital Assets	3,930,000	0	0%	0%
Recreational Vehicle Tax	9,848	14,995	66%	58%
Commercial Vehicle Tax	48,586	64,835	75%	74%
Heavy Trucks Tax	3,305	4,557	73%	75%
Rental Excise Tax	30,828	70,464	44%	44%
Payment in Lieu of Taxes	248,677	0	0%	0%
State and Federal Grants	0	273,607	0%	49%
TOTAL REVENUE	33,502,572	55,748,020	60%	48%

Expenses ALL FUNDS with Collection

Encumbrance	2025 Year to Date	2025 Budget	% Categories Expended
Salaries and Benefits	6,936,070	29,358,440	24%
Contractual Services	2,474,233	7,654,967	32%
Commodities	5,528,007	5,386,244	103%
Risk Management Charges	65,322	261,286	25%
Capital / Maintenance / Repair	0	5,985,047	0%
Transfer to Capital Projects	529,534	3,127,170	17%
Grants	2,179	273,607	1%
Interfund Transfer	3,701,259	3,701,259	100%
TOTAL EXPENDITURES	19,236,604	55,748,020	35%

Revenue - Expenses as of March 31, 2025 **14,265,968**

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

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
March 2025
25% Year Lapsed

OPERATING FUND	Programs	2025 Year to Date	2025 Budget	% Program Expended
	Administrative Services	1,080,377	5,864,996	18%
	Information Technology	1,444,683	5,720,876	25%
	Collection Development	1,056,191	4,230,389	25%
	Branch/Systemwide Services	6,152,874	26,223,885	23%
	Risk Management Charges	65,322	261,286	25%
	Grants	2,179	273,607	1%
	Transfer to Capital Projects	0	5,985,047	0%
	Interfund Transfer	3,701,259	3,701,259	100%
TOTAL OPERATING FUND EXPENDITURES		13,502,884	52,261,345	26%

SPECIAL USE FUND		2025 Year to Date	2025 Budget	% Budget Expended
	Contractual Services (General Maintenance)	0	202,505	0%
	Commodities (Capital Equipment)	0	157,000	0%
	Transfer to Debt Payment	0	0	0%
	Transfer to Capital Projects	529,534	3,127,170	17%
TOTAL SPECIAL USE FUND EXPENDITURES		529,534	3,486,675	15%

TOTAL EXPENDITURES		14,032,418	55,748,020	25%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
March 2025
25% Year Lapsed

ALL FUNDS	Categories	2025 Year to Date	2025 Budget	% Categories Expended
	Salaries and Benefits	6,936,070	29,358,440	24%
	Contractual Services	1,778,438	7,654,967	23%
	Commodities	1,019,616	5,386,244	19%
	Risk Management Charges	65,322	261,286	25%
	Capital / Maintenance / Repair	0	5,985,047	0%
	Transfer to Debt Payment	0	0	0%
	Transfer to PBC Capital Leases	529,534	3,127,170	17%
	Grants	2,179	273,607	1%
	Interfund Transfer	3,701,259	3,701,259	100%
TOTAL EXPENDITURES		14,032,418	55,748,020	25%

GRANTS*	Expenditures through 03/31/2025	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,568.53	\$132,568.53	\$0.00
285000092	2024-State Aid	State	3/12/2024	\$132,886.40	\$132,886.40	\$0.00

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

Expenditure of Friends of the JCL Donations 2025

<i>Expenditure Details</i>	<i>March</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	345.00	345.00
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ 345.00	\$ 345.00

Communications Department Update

May 2025



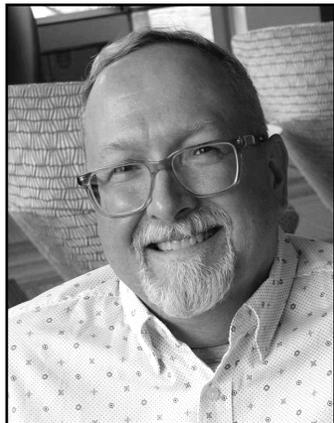
Graphic Design



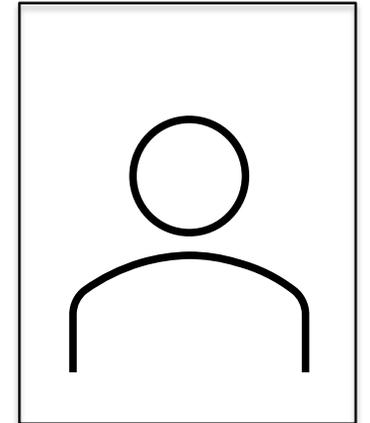
Marketing/Communications



Web



Internal





Savor it here.
Solve it here.
See it here.
Study it here.
Save it here.
Start it here.
Schedule it here.
Select it here.
Speak it here.

 Your Library card is your coupon to savings! Before you spend, save time and money researching expert opinions and advice with resources from Johnson County Library. Stop in or visit online today! jocolibrary.org
No purchase necessary. No expiration. No limit fees. Valid at all 14 locations.



Read it here.
Research it here.
Reboot it here.
Refresh it here.
Recharge it here.
Renew it here.
Reimagine it here.
Rehearse it here.
Request it here.



Plug in and recharge at your Johnson County Library. Find rejuvenating spaces to meet, relax and refresh at one of our convenient locations today!
jocolibrary.org/locations



6BY6
READY TO READ



Explain it here.
Embrace it here.
Expand it here.
Encounter it here.
Explore it here.
Evaluate it here.
Envision it here.
Elect it here.
Express it here.



Stay informed and connected to the community! Explore resources that help you evaluate media, learn about local government, catch the latest news, and empower our community together. jocolibrary.org/community-matters



Wish it here.
Wonder it here.
Weave it here.
Welcome it here.
Watch it here.
Write it here.
Waltz it here.
Weather it here.
Wander it here.



Indulge in endless entertainment options at Johnson County Library. Binge your favorite shows, get lost in a movie, jam to music, find inspiration with engaging programs and read the latest magazine and newspaper issues, all with no subscription fees or paywalls. jocolibrary.org



JOHNSON COUNTY LIBRARY



MOBILE PRINTING
Send your print job from anywhere and pick up at any Library location!

jocolibrary.org/print



Unsolved tickets in your groups

Filter

350 tickets (Page 1 of 12)

<input type="checkbox"/>	Ticket status	Type	
<input type="checkbox"/>	Open	Ticket	view Submission
<input type="checkbox"/>	Open	Ticket	
<input type="checkbox"/>	Open	Incident	
<input type="checkbox"/>	On-hold	Ticket	360 view
<input type="checkbox"/>	Open	Ticket	Update E
<input type="checkbox"/>	Open	Ticket	State of the
<input type="checkbox"/>	Pending	Incident	Kansas City Business Journal
<input type="checkbox"/>	On-hold	Ticket	Behind the scenes - video with Tricia and Fred Logan
<input type="checkbox"/>	On-hold	Ticket	Can we have a Media Policy Viewable for Patrons?
<input type="checkbox"/>	On-hold	Incident	Error message on Data Axle

2,562 Tickets

10.2 per day

The Resource

Procedures Projects Policies Forms and Documents Departments Edit

Not following Site access

New Page details Analytics Published 4/23/2025 Share Edit

Library-wide News and Updates

Quick Links

- Alerts & Closures
- Anonymous Feedback
- Charitable Campaigns
- CX-Helpdesk
- Incident Reports
- Reserve IT Equipment
- Supply Requests
- Suspended Patrons
- Staff Directory

Feedback Conversations Teen Services...

Help with Financial, Legal and Mental...

Demystifying the Development Department

Department Update

Best Breakfast Carb

French Toast: 23	None of these: 9
Waffles: 38	Pancakes: 12

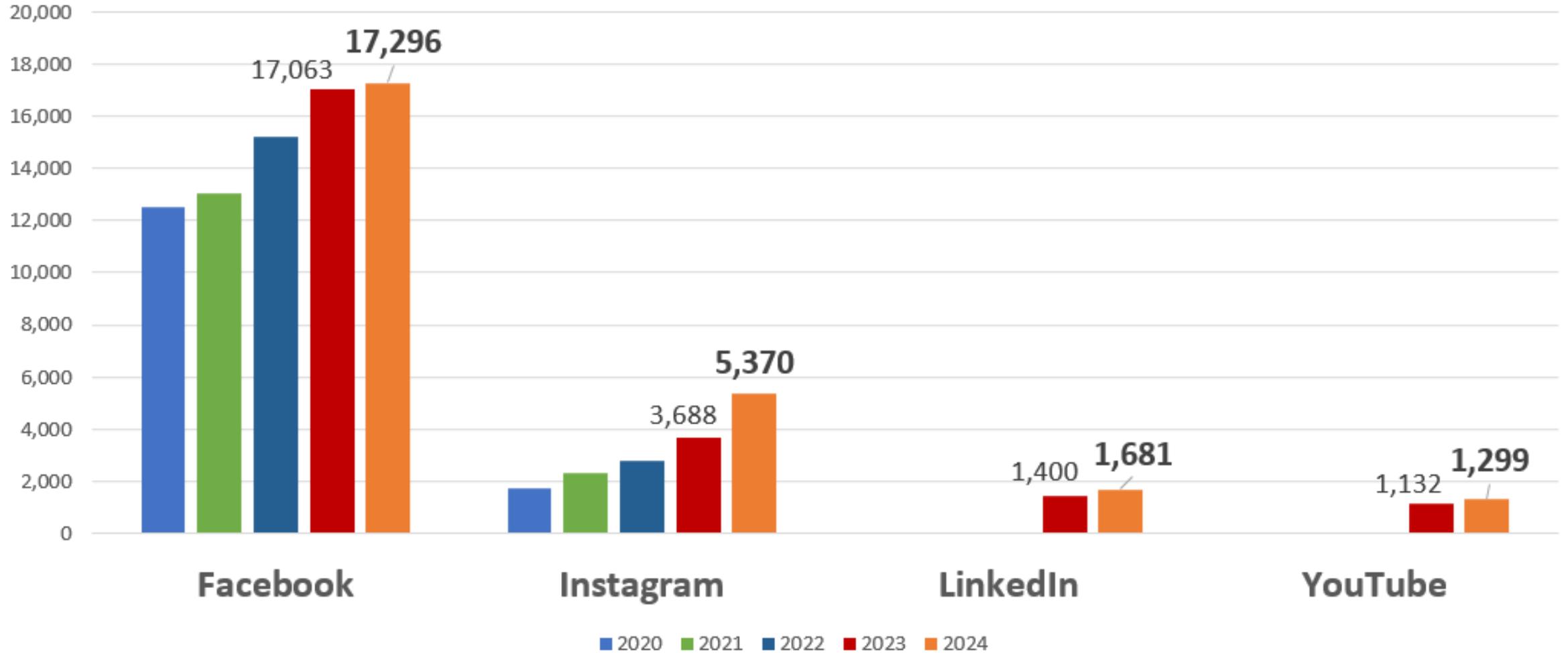
Stackin' cakes

- Fust, Axel, JCL Branch Services Clerk
- Castillo, Carlos, JCL Branch Services Clerk
- Vratny, David, JCL Finance Director
- DeGraffenreid, Jed, JCL Patron Services Specialist

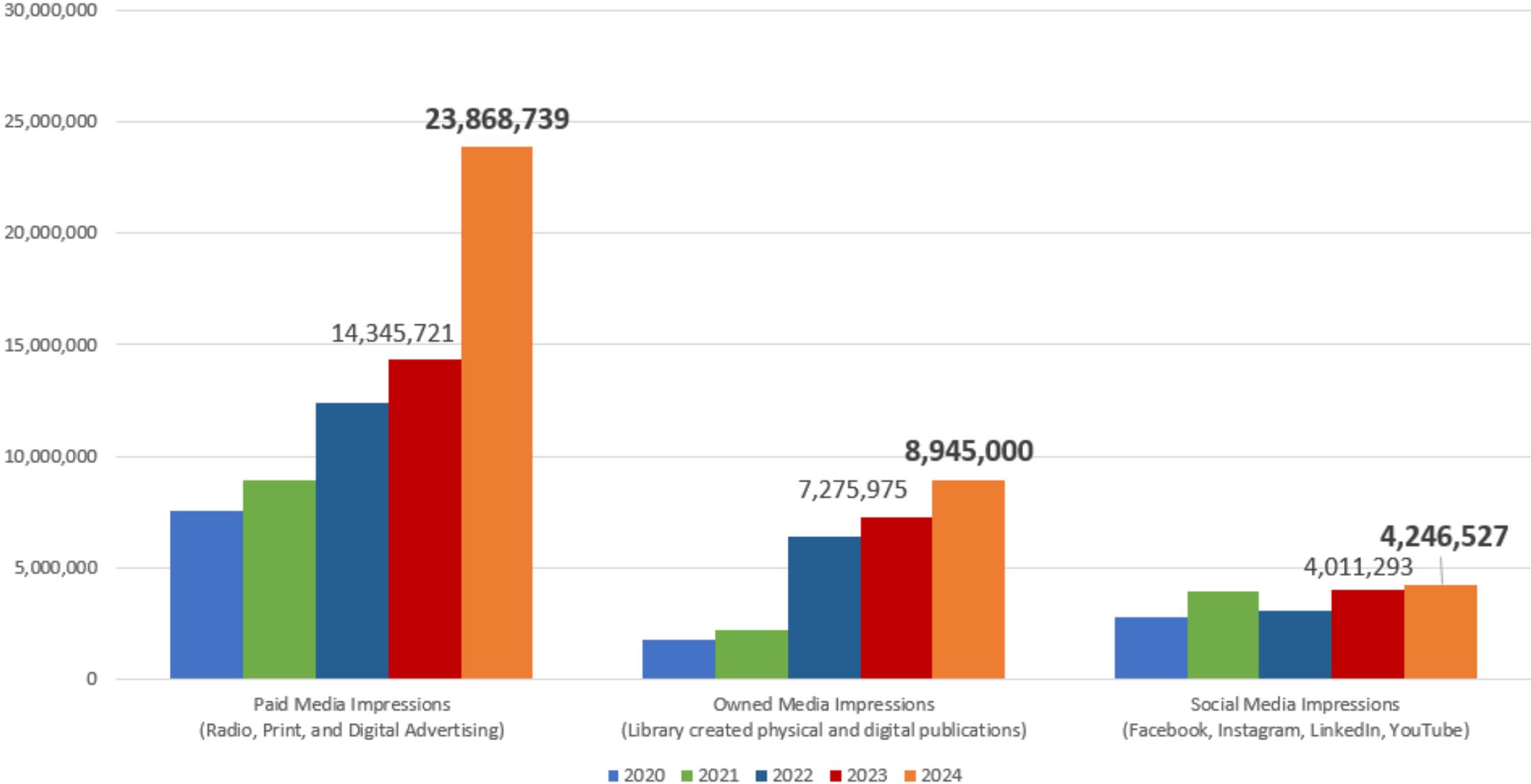
58 min weekly



Social Media Followers by Channel



Impressions



Subscribers: **196,065 (+4%)**
Avg Open Rate: **47.2% (+6%)**
Avg Click Ratio: **2.4% (0%)**

Subscribers: **1,927 (+24%)**
Avg Open Rate: **52.6% (-2%)**
Avg Click Ratio: **11.2% (+57%)**



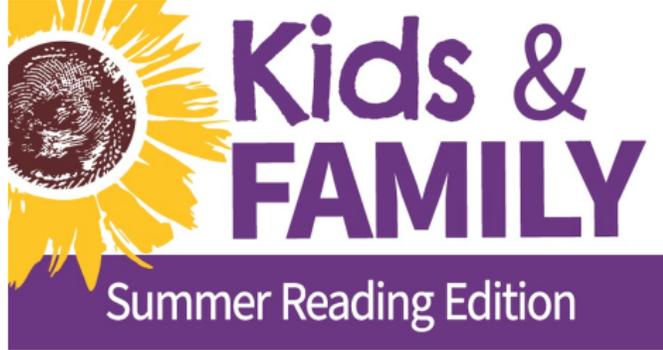
The Open Book
February 2024

Celebrating 10 Years of Legislative Coffee



The Library is marking a milestone this year for what seems to have become a rarity these days — the opportunity for civil political discourse.

The Saturday morning Legislative Coffee series is in its 10th year of bringing together Johnson County's state lawmakers and their constituents for coffee,



Kids & FAMILY
Summer Reading Edition

July 25, 2024

Welcome to the Johnson County Library Kids and Family Summer Reading Newsletter! You can expect to receive three of these special edition newsletters during Summer Reading time (June 1-July 29) in addition to your regular monthly Kids and Family newsletter. They will keep you up to date on a sampling of our fun family events and activities, as well as provide some bonus book recommendations. The Summer Reading theme is "Adventure Begins at Your Library."

Did you know?
The Adventure Continues: Summer Reading Passport



Johnson County Library Passports are available to patrons who want to explore fun activities and find adventure with our community partner organizations like the Shawnee Town Museum, The Rabbit Hole, the Museum of Toys and Miniatures, and more!



Total Sent: **68,673**
 Avg Open Rate: **66.7%**
 Avg Click Ratio: **8.8%**

JOHNSON COUNTY LIBRARY

So you have your Johnson County Library card, but do you know what it offers you?



Engaging Programs

From storytimes and seminars, to our events and extended learning to a new level. We offer hundreds of programs for children and adults.

Visit our [Events](#) page or pick up our Library Guide at any location to have to offer, then join us at one of our programs or [Library OnDemand](#).

A Home Away from Home

We are proud to be a "third space." Our welcoming environment away from home or work is here for you, whether you're looking for a quiet space to study or open areas for gathering and socialization. Drop in to find a comfy chair, or [view and reserve](#) a room that fits your needs.

JOHNSON COUNTY LIBRARY

Congratulations! You've had your Johnson County Library card for three months!

social with your Library.



Continue the Conversation

Follow us on social media so you don't miss fun events, photos and thematic reads. Had a big book haul or discovered a new favorite reading spot? We love seeing your Library photos too! Tag @jocolibrary on [Facebook](#), [Twitter](#) or [Instagram](#) and we may share it from our accounts.

unity!

JOHNSON COUNTY LIBRARY

Welcome to Johnson County Library!

With your new card, you now have access to unlimited possibilities.



We know convenience is important to you – that's why we have 14 locations across the county, live and on-demand programming and an eLibrary that never closes. And in case you missed it, **we've eliminated overdue fines!**

Our staff is here to help you with research, recommendations and guidance with our onsite and online experiences.

Get Connected

Take these steps below to stay connected with your Library and get the most from your card.

- Set up your online account.** Your Library account allows you to place materials on hold, renew items you've checked out, update your personal information and much more.
- Subscribe to our monthly eNewsletters.** Stay up to date with the Library and get specialized recommendations delivered right to your inbox.
- Follow @jocolibrary on [Facebook](#), [Twitter](#), and [Instagram](#) to stay connected to your Library community.
- Check out our blog on [jocolibrary.org](#).** Find the latest Library news, staff recommendations, featured artists, upcoming events and more.

Don't forget to download the mobile app from the app store!





Your hold is ready

Hold Ready Notice

Dear Central Resource Library Patron,

Your requested item is now available for pickup at:

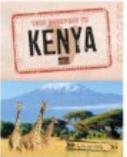
Merriam Plaza Library
 6120 S. Merriam Blvd.
 Merriam, KS 66202

Pickup at: Central Resource Library

Author: Duling, Kaitlyn

Title: Your passport to Kenya

Held until: Apr 30, 2025



Your item will be held for seven days from the date of this notice. If you no longer want this item, please log in to your Library account and cancel your hold. Visit [jocolibrary.org/locations](#) for hours of operation.

We look forward to seeing you soon!

Questions or Comments? Contact us at (913) 826-4600 or send us [a note](#).

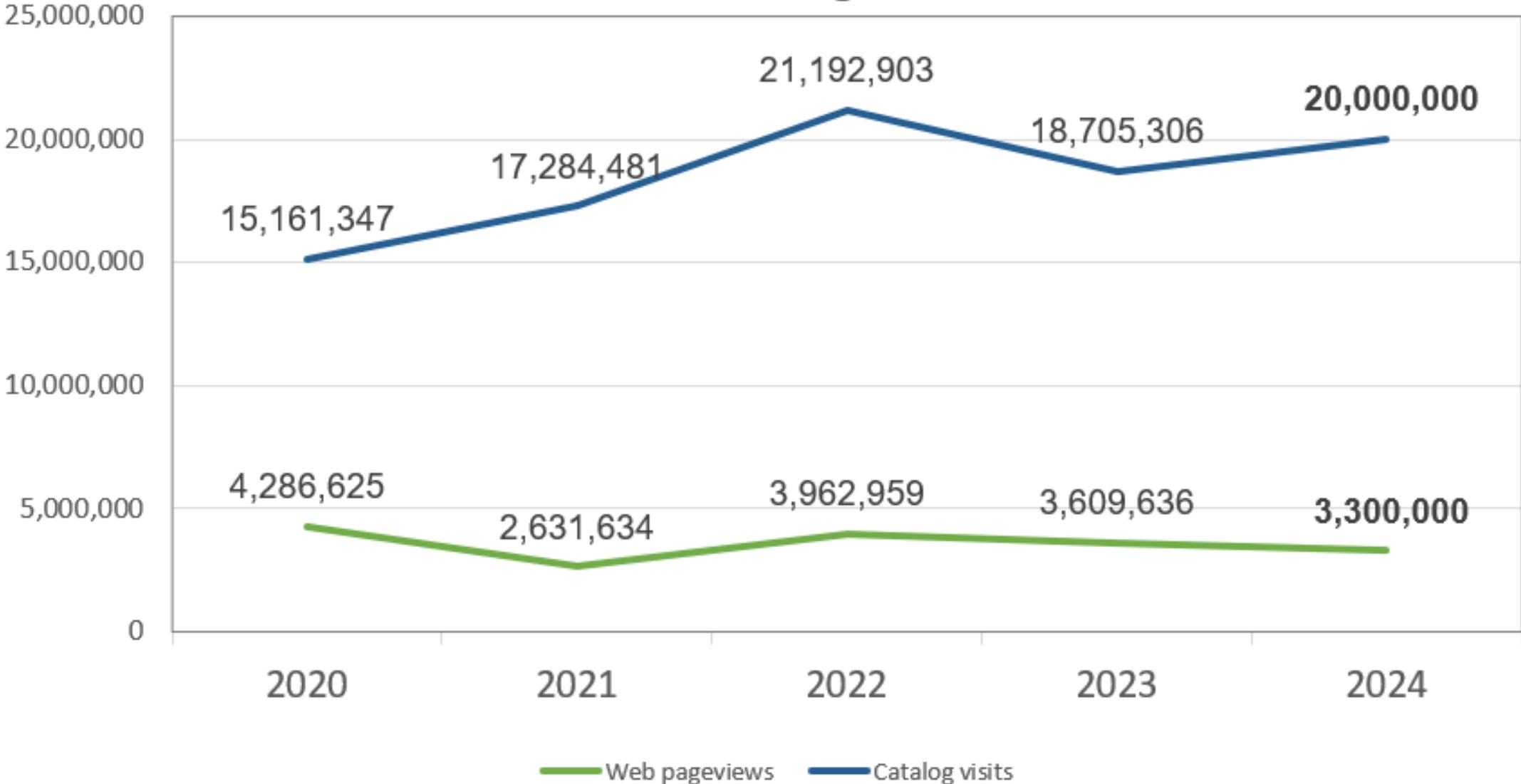


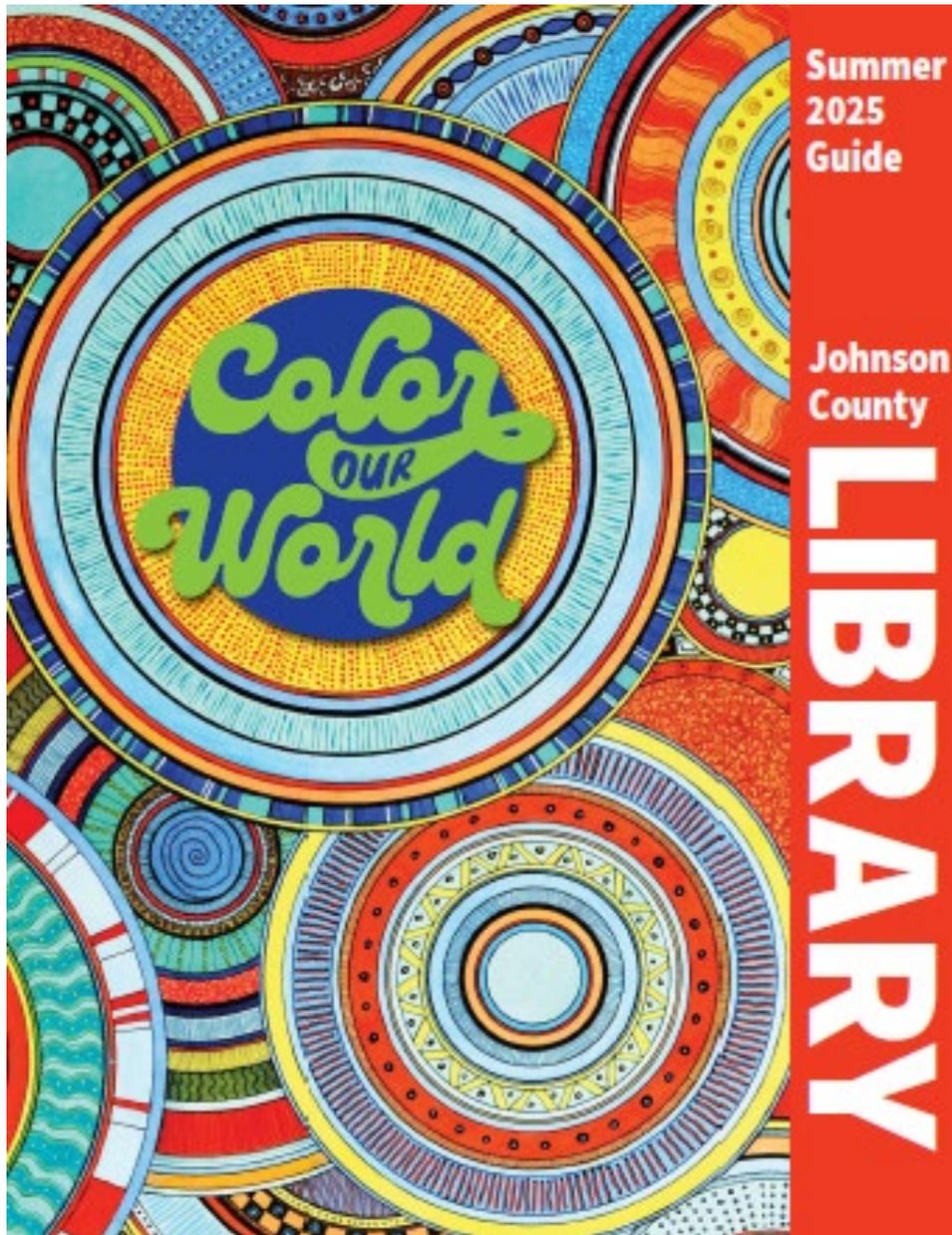
JOHNSON COUNTY LIBRARY

Sneak peek!



Web + Catalog Visits





Overall content



Articles



Event listings



Library updates



Friends, Foundation, and
volunteer info



Layout and design



How often do you attend
library programs &
events? *Not at
all Sometimes Frequently

Sometimes

How do you hear about
Library collections, events,
and services?

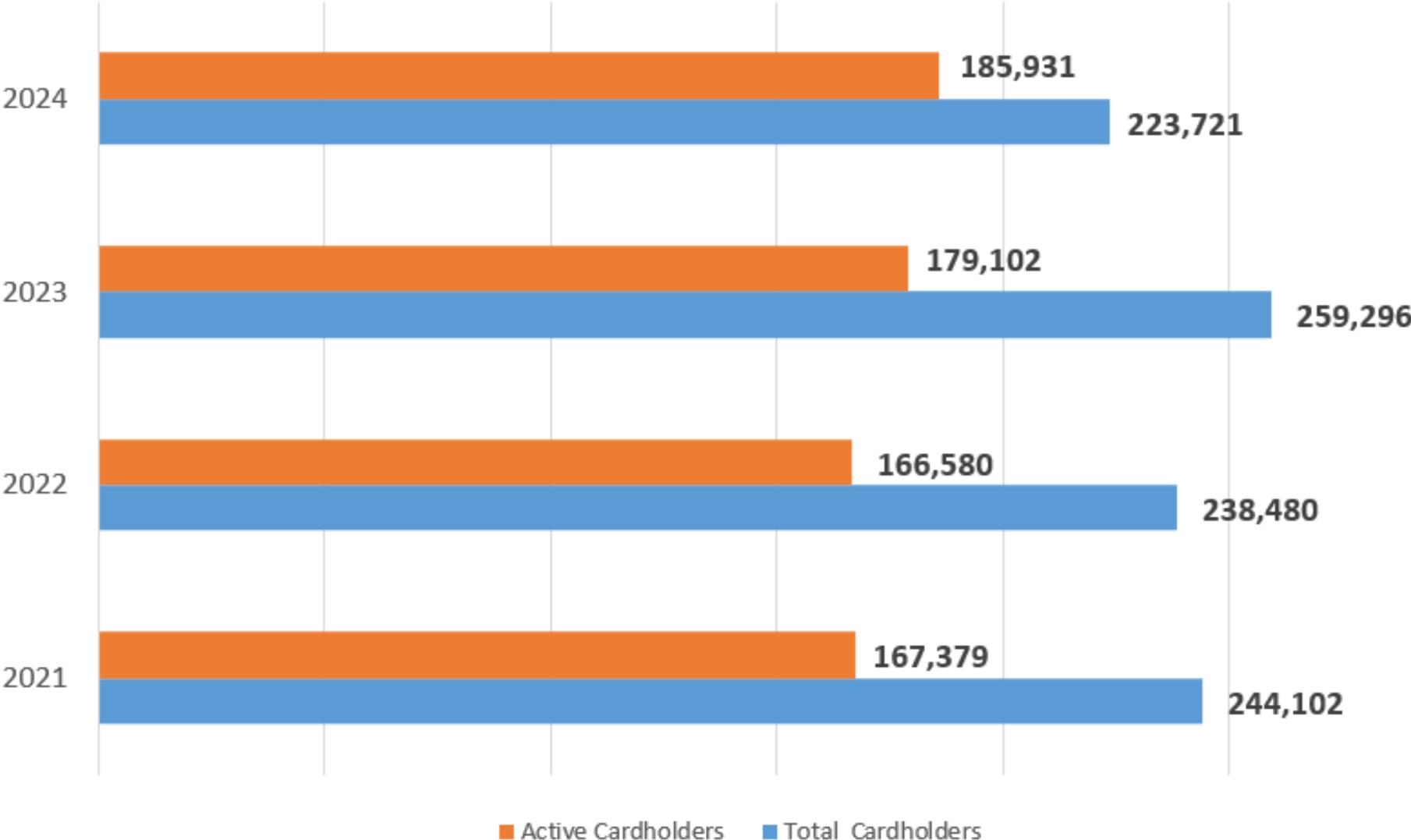
Library Guide

What additional feedback
do you have for Johnson
County Library's marketing
team?

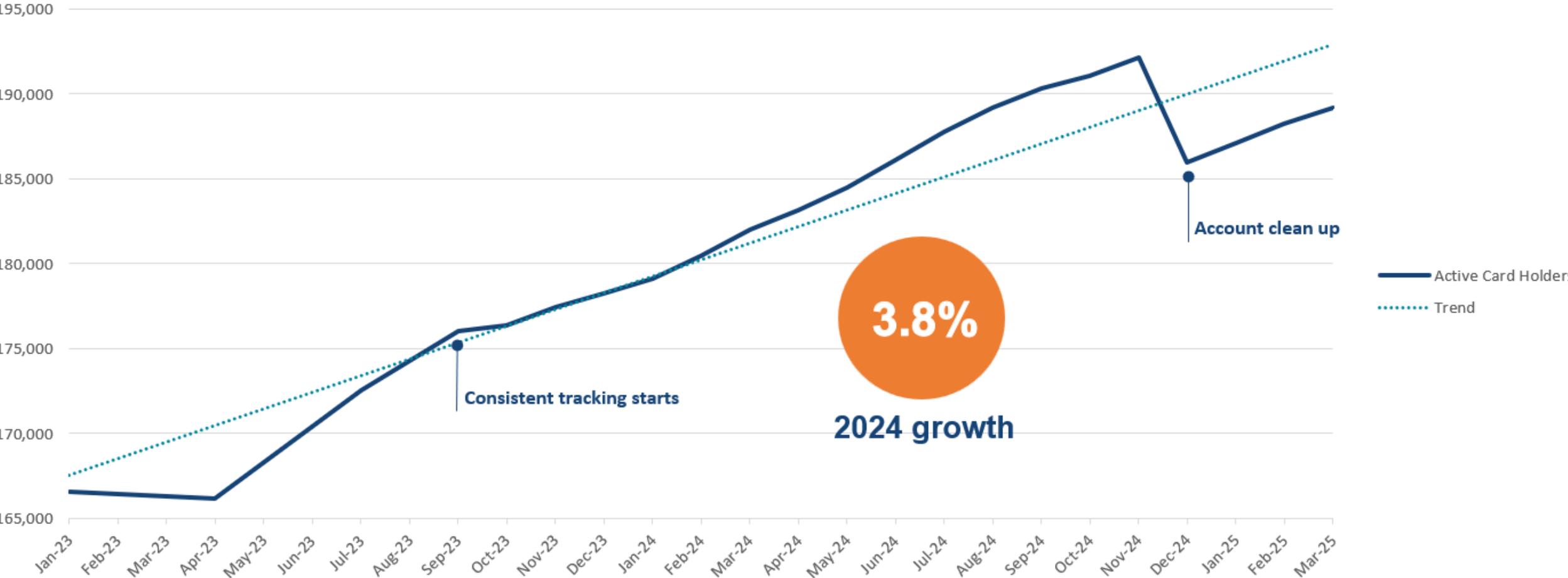
I think this is the first guide I've ever received and it is wonderful! Love all of the information and the layout and design is fantastic! Keep up the amazing work!



Total vs. Active Cardholders

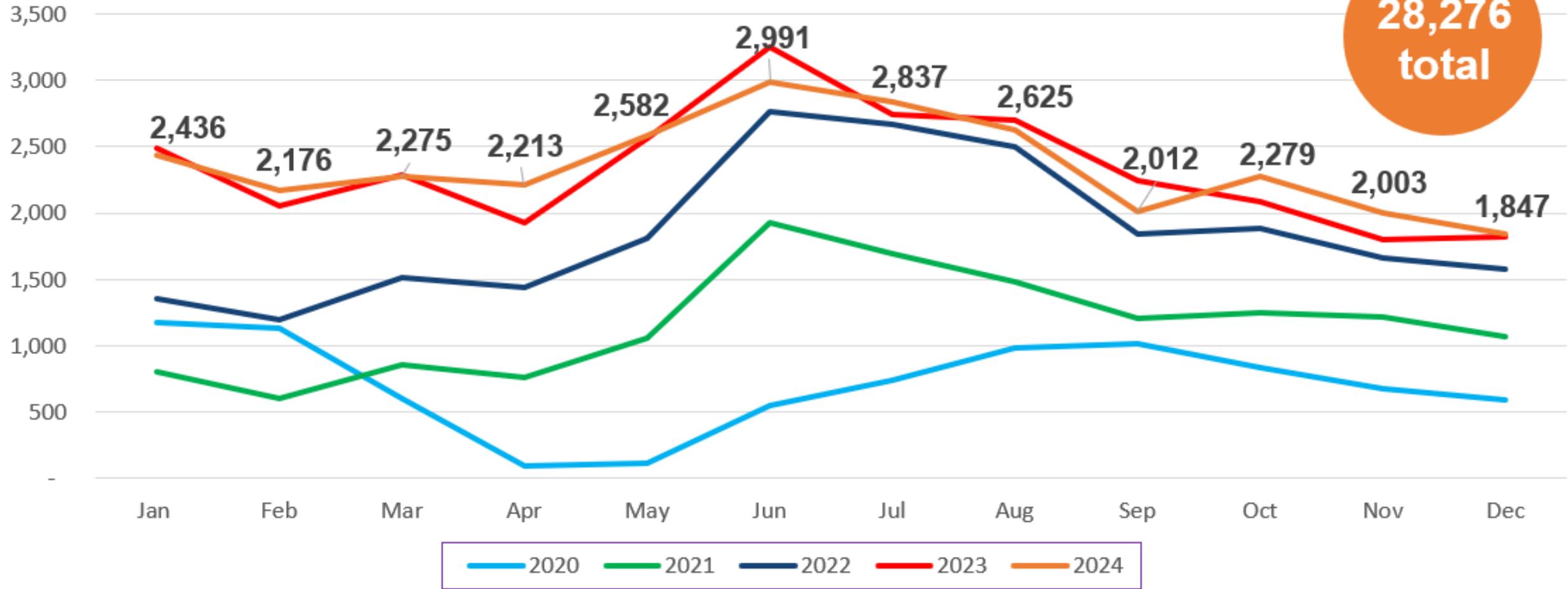


Active Card Holders

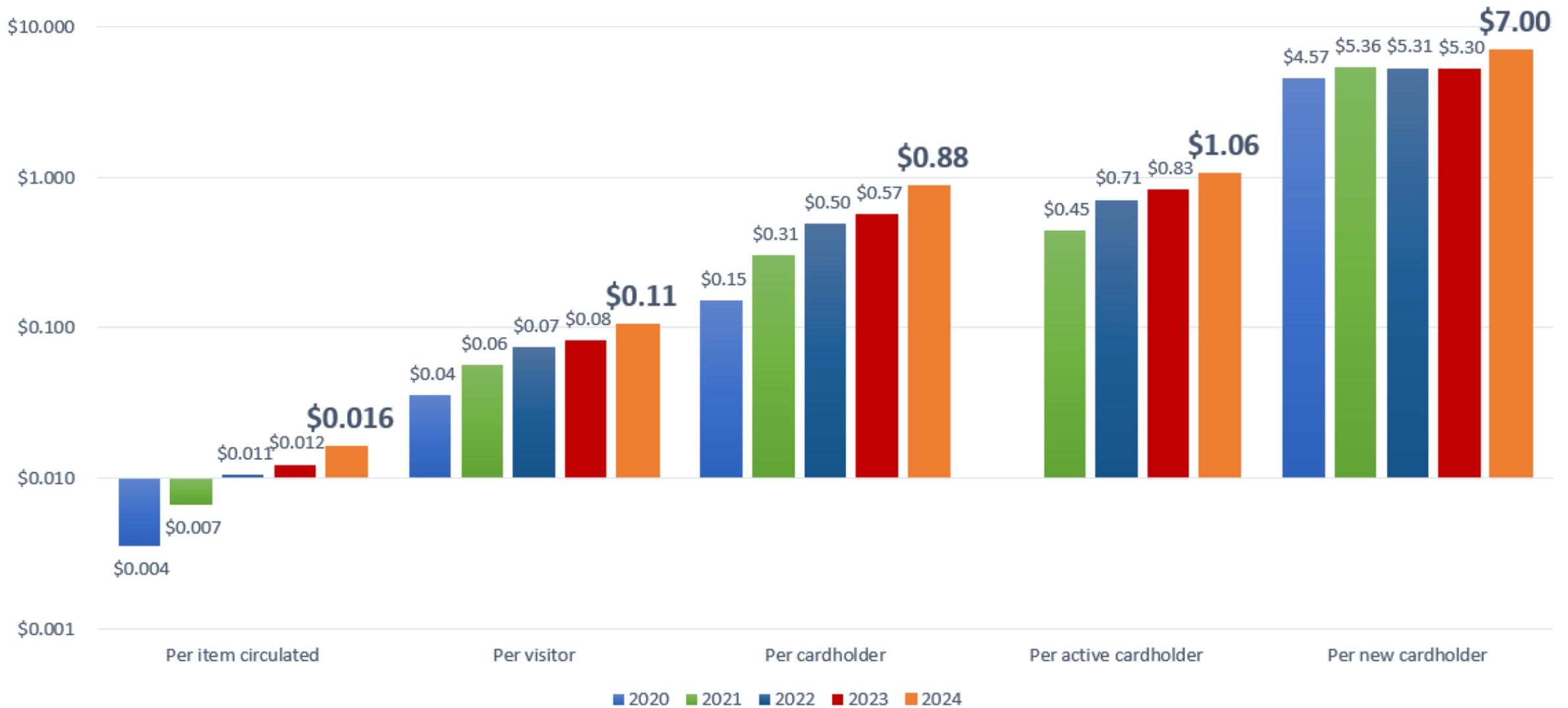


New Card Applications

28,276
total



Advertising Expenditure Metrics



COLOR OUR WORLD

JOHNSON COUNTY LIBRARY

2025 SUMMER READING

Have fun reading or listening to the books of your choice this summer. *The total amount is up to you!*

Keep track with this log: write down titles, color in a circle for each book you read, or log minutes spent reading, etc.

How you use it is up to you!

jocolibrary.org/summerreading

DID YOU KNOW?
Reading at least 20 minutes a day over the summer makes a huge difference for you when you return to school in the fall. Check out some of these numbers. ▼

STUDENT A reads 20 min/day	STUDENT B reads 5 min/day	STUDENT C reads 1 min/day
20	5	1
THEY WILL HEAR		
1,800,000	282,000	8,000
WORDS PER YEAR		
THEY WILL HAVE READ FOR		
851	212	42
HOURS BY 6TH GRADE		
AND ON STANDARDIZED TESTS, THEY WILL LIKELY SCORE BETTER THAN		
90%	50%	10%
OF THEIR PEERS		

This reading log belongs to:

Upcoming Initiatives:

- Patron notices
- Summer Reading 2025
- New website campaign
- Spring Hill and De Soto renovations
- Digital signage upgrade
- World Cup
- 2027: 75th Anniversary!



Spring Hill and De Soto Renovations

Update – May 2025



Construction Manager

- Construction manager is Titan
- Construction manager continues developing construction schedule, bidding, budget
- City approval processes
- Guaranteed Maximum Price Amendment coming this summer

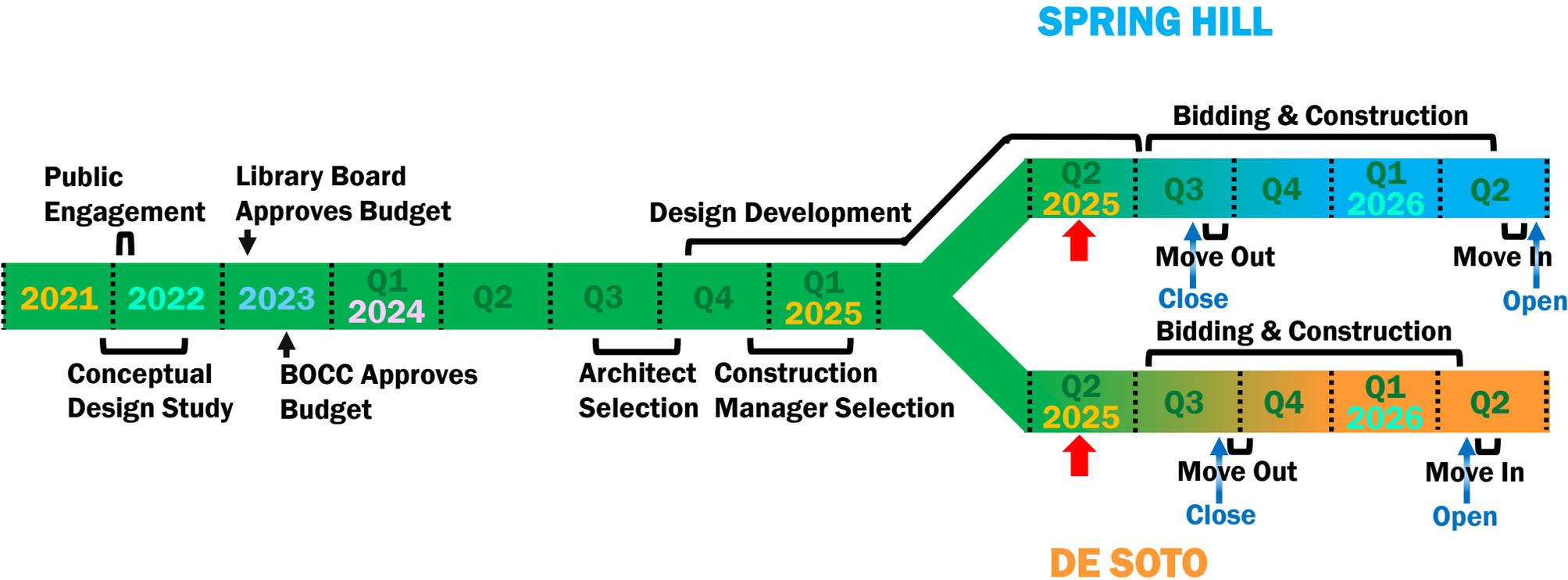


Next Steps

- Construction documents underway
- Schedule development
- Planning for move-outs
- Design presentation upcoming
- Upcoming Guaranteed Maximum Price Amendment
- Upcoming closure approval request



Spring Hill and De Soto Renovations: Anticipated Project Timeline



Website Refresh Update

May 2025



Updates

- Building page templates and transferring content
 - Creating new content and developing list of asset needs
- Development of branding elements
- Finalizing timeline and communication plan



Row Layout & Display Ideas

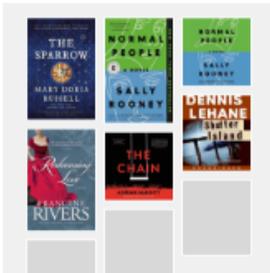
Left Info: 70%

Lorem Ipsum is simply dummy text of the printing and typesetting industry. Lorem Ipsum has been the industry's standard dummy text ever since the 1500s, when an unknown printer took a galley of type and scrambled it to make a type specimen book. It has survived not only five centuries, but also the leap into electronic typesetting, remaining essentially unchanged. It was popularised in the 1960s with the release of Letraset sheets containing Lorem Ipsum passages, and more recently with desktop publishing software like Aldus PageMaker including versions of Lorem Ipsum.

Why do we use it?

It is a long established fact that a reader will be distracted by the readable content of a page when looking at its layout. The point of using Lorem Ipsum is that it has a more-or-less normal distribution of letters, as opposed to using 'Content here, content here', making it look like readable English. Many desktop publishing packages and web page editors now use Lorem Ipsum as their default model text, and a search for 'lorem ipsum' will uncover many web sites still in their infancy. Various versions have evolved over the years, sometimes by accident, sometimes on purpose (injected humour and the like).

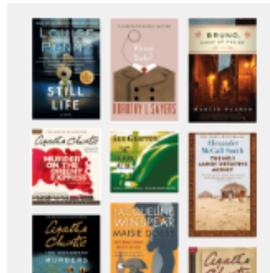
example basic module >



STAFF LIST eBook/eAudiobook Recommendations

Just a few personal picks for books and audio books that I would highly recommend!

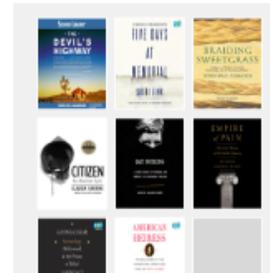
JCLZachC



STAFF LIST Mystery Series: eAudiobooks and eBooks

The first book in each series is listed. Many of the series are extensive.

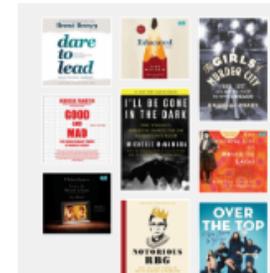
JCLNMM



STAFF LIST Favorite Nonfiction E-Audiobooks

For people ready to get the most out of Libby, a few of my favorite audiobooks available through Johnson County Library.

JCLFlanneryC

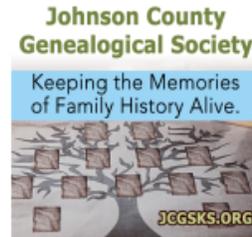


STAFF LIST Non-Fiction eBook and eAudiobooks

Non fiction books that I recommend, or that are on my list to read. All titles accessible via downloadable eBook and/or eAudiobook.

JCLKathyE

Aside: 30%



- Bold colors + color psychology
- Additional opportunities to highlight collection, resources and events
- Related topics and resources accessible from a single hub page



Next Steps

- Page building and content migration continues
- Copy and branding elements refined
- Internal stakeholder review ahead of wider staff preview

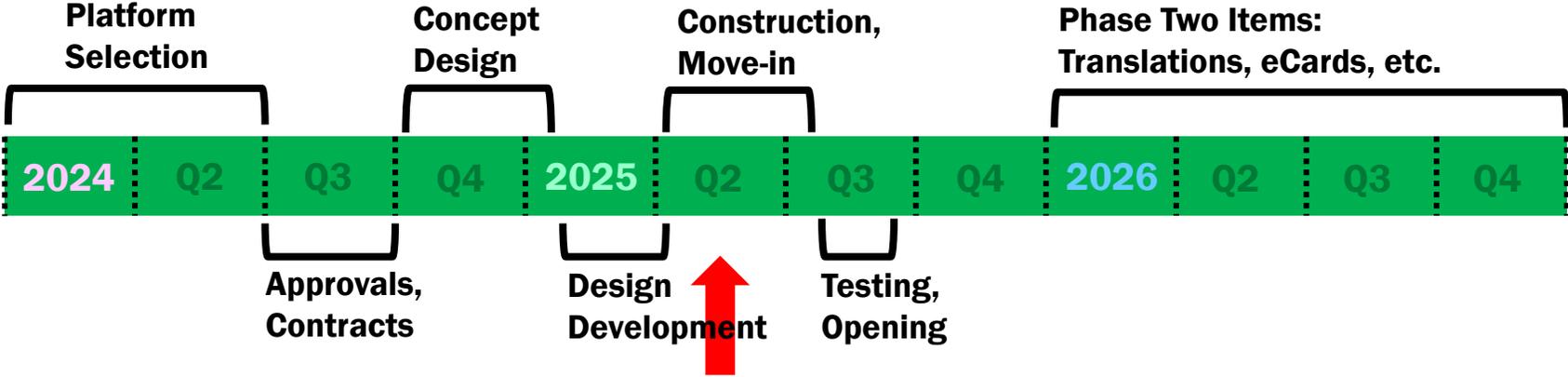


Timeline

- **Now-early June:**
 - Content migration
 - Internal stakeholder consultation
- **June:**
 - Staff preview – opportunity for feedback and edits
 - Communication campaign development
- **July:**
 - Public preview – opportunity for feedback and edits
 - Communication campaign launches
 - Content freeze on current website
 - Final checks by internal stakeholder groups
- **August:**
 - Go live date – mid-August!
 - Release of the Fall Guide and other marketing materials
 - Advertising/public relations campaigns begin



Website Refresh: Updated Anticipated Project Timeline

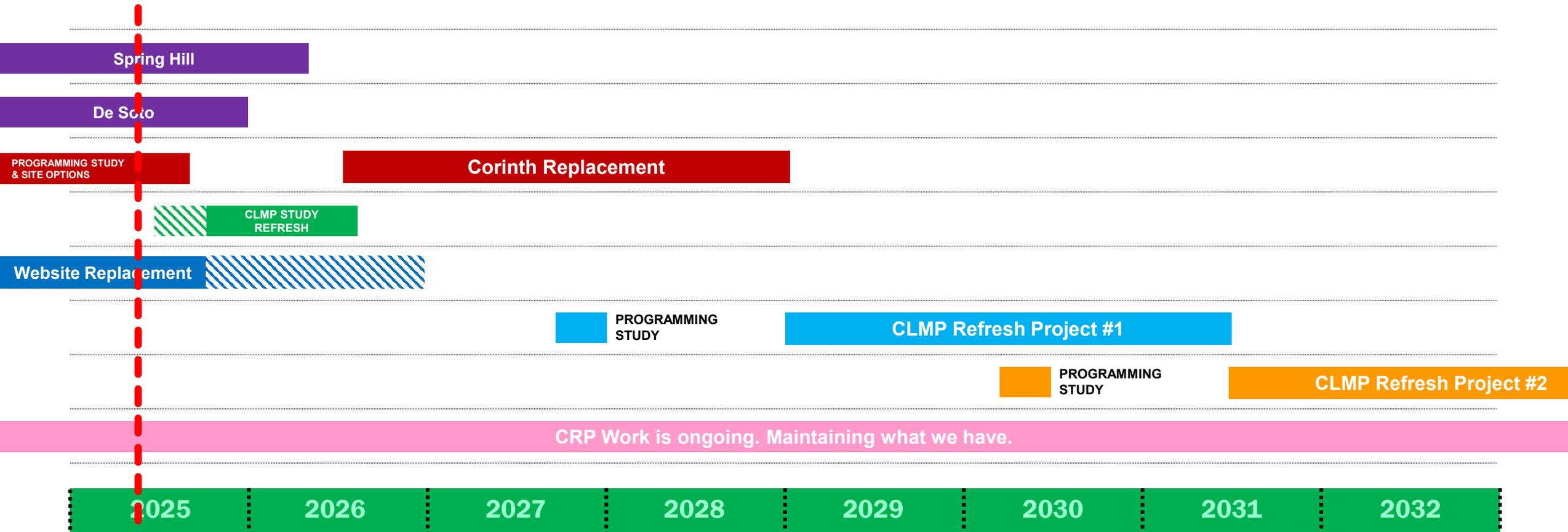


Capital Projects: Timeline Summary

May 2025



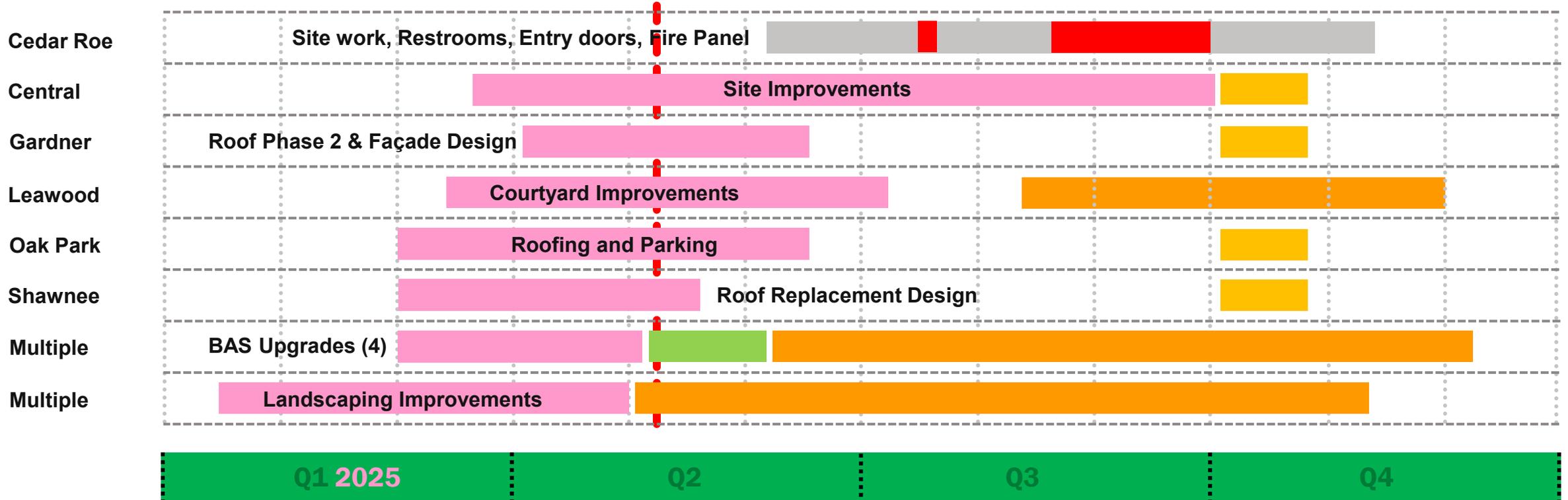
Capital Improvement Projects: Anticipated Timeline



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



2025 CRP Anticipated Timeline



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



Program Department Update

Strategic Alignment and Priority Setting

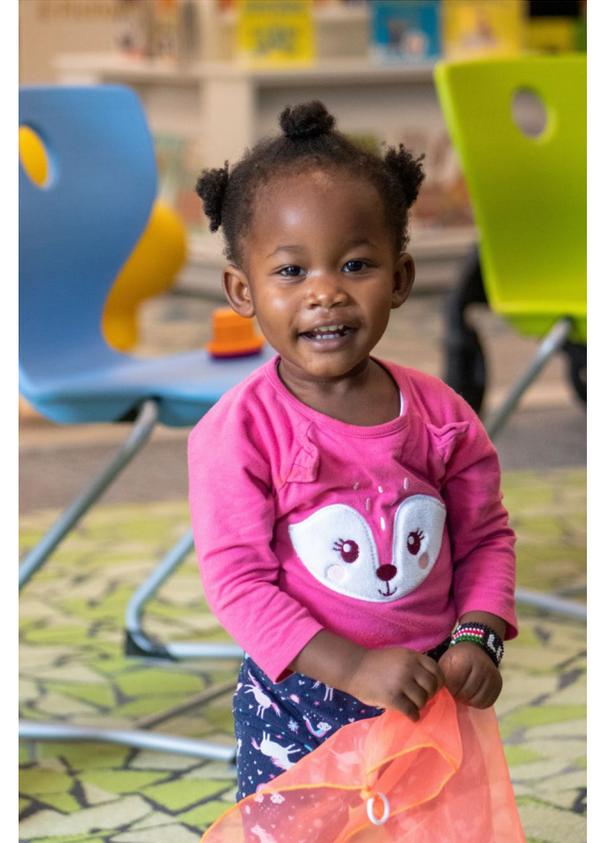
Ensuring initiatives support long-term goals and community impact.

Spotlight Storytime Programs

Celebrating engaging, literacy-building experiences for young readers.

Preview Summer Reading

Sneak peek at the exciting plans for this year's summer reading program.



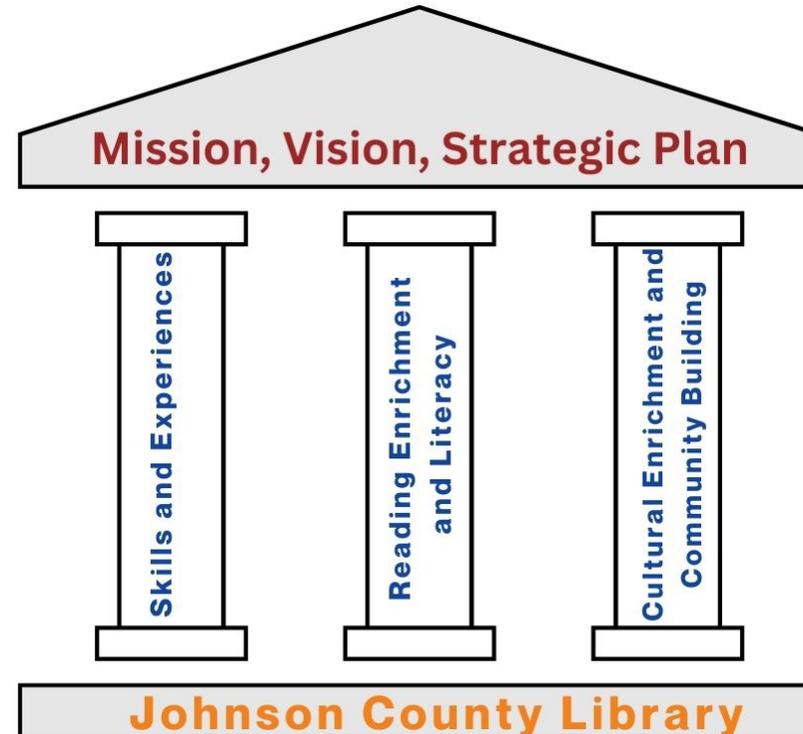
Program Department Staff

- | | | | |
|---|---|--|--|
|  <p>Alexander, Rebecca, JCL
Program Services Specialist</p> |  <p>Bentley, Grace, JCL
Program Services Specialist</p> |  <p>Carleton, Becky, JCL
Program Services Specialist</p> |  <p>Coles, Cassidy, JCL
Program Services Specialist</p> |
|  <p>Cosgrove, Jennifer, JCL
Program Services Specialist</p> |  <p>Devonshire, Christin, JCL
Program Services Specialist</p> |  <p>Duncan, Cara, JCL
Support Clerk III</p> |  <p>FJ
Fick, Ashley, JCL
Program Coordinator</p> |
|  <p>Fuemmeler, Melanie, JCL
Program Operations Manager</p> |  <p>Fuller, Katherine, JCL
Program Services Specialist</p> |  <p>Goebel, Shannon, JCL
Program Operations Manager</p> |  <p>Hokanson, Helen, JCL
Program Coordinator</p> |
|  <p>Keehn, Joseph, JCL
Program Coordinator</p> |  <p>Mathews, Sarah, JCL
Program Coordinator</p> |  <p>Miller, Heather, JCL
Program Services Specialist</p> |  <p>NJ
Nason, Lisa, JCL
Program Services Specialist</p> |
|  <p>Ranney, Michelle, JCL
Program Services Specialist</p> |  <p>Reeves, Jennifer, JCL
Program Coordinator</p> |  <p>Shortino, Mary, JCL
Program Services Specialist</p> |  <p>Stone, Scott, JCL
Support Clerk III</p> |
|  <p>Thompson, Zoe, JCL
Program Services Specialist</p> |  <p>Tucker, Angela, JCL
Program Manager</p> |  <p>Worth, Carrie, JCL
Program Coordinator</p> | |



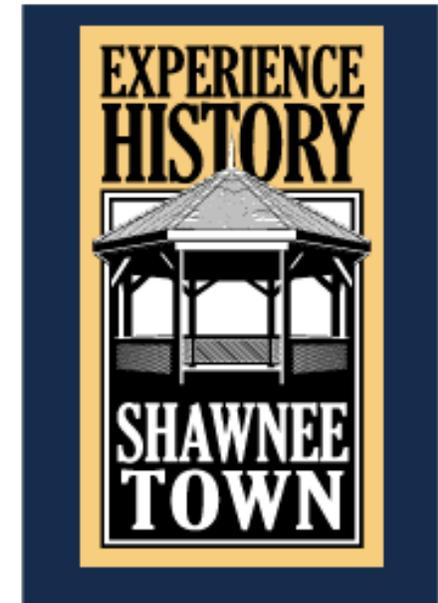
Strategy Wednesdays

- Develop and align strategic goals.
- Train in program facilitation and co-design theory.
- Outcome-based program planning and strategies.



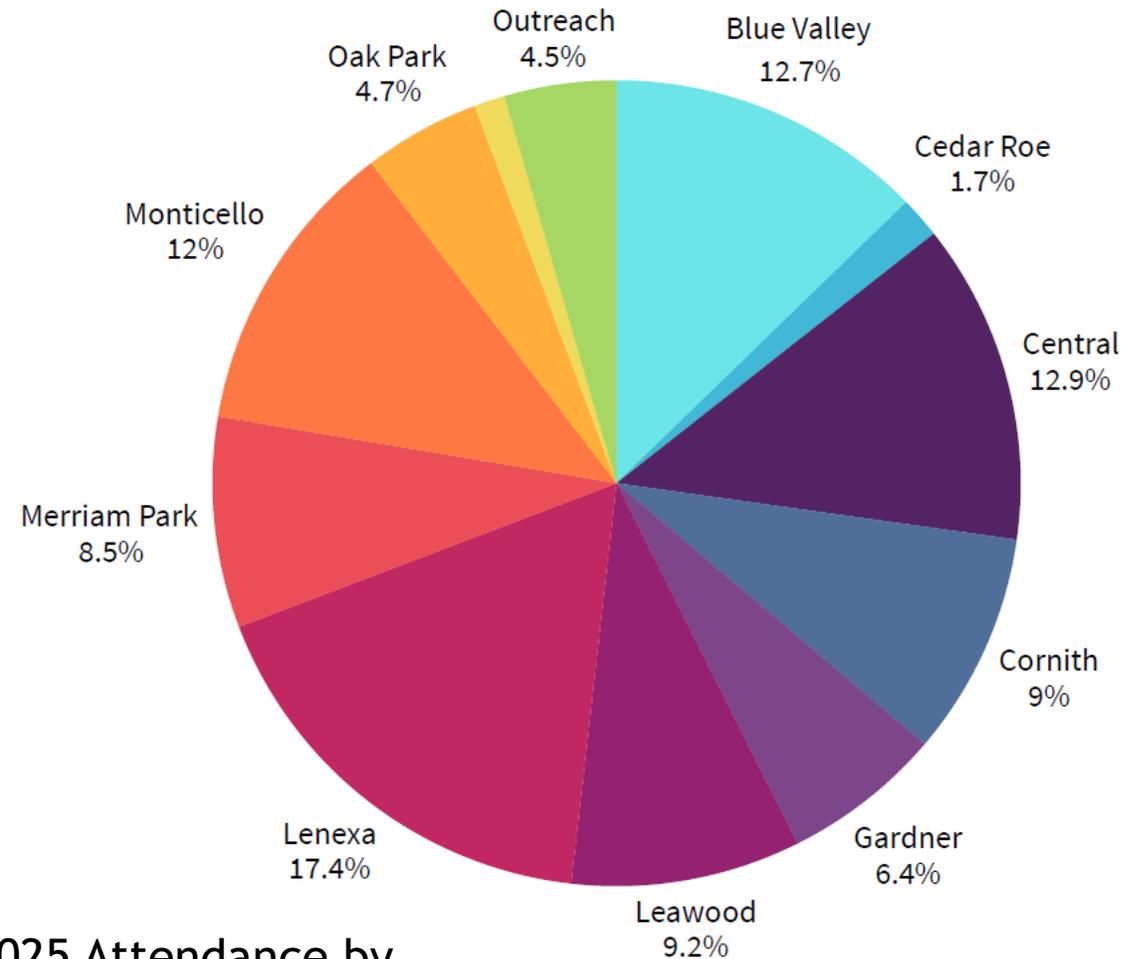
Community-Driven Engagement

- Select partnership-based programs to uphold relationships.
- Outreach opportunities and community connections.
- Upcoming program series to be responsive to immediate community needs launching this summer.



Storytime Statistics

- Weekly Storytimes
 - Fall 2024- 43
 - Spring 2025-39
- Attendance snapshot
 - Spring: 17,000+ children and caregivers
 - Weekly: 1,200+ patrons a week



2025 Attendance by Branch



Storytime Selections

- Baby
- Toddler
- Preschool
- Family
- Movin' and Groovin'
Rhyme Time
- Outreach



Storytime Patron Impact

A 14-month-old who has been coming to Baby Storytime at Corinth all Spring just started walking two weeks ago. His caregiver told us that he's still bashful and hesitant and will stop walking when he notices someone watching him. At a recent Storytime, he walked right across the circle of families, only looking back at his mom a couple of times and then walked right up to the Storytime leader to help with an activity. His mom said, "This is so good for building his confidence."



Summer Reading Programs

- June 2: Book Distribution Begins
- June 7: Summer Reading Launch
- July 31: End of Summer Bash
- Community Storytime Partners



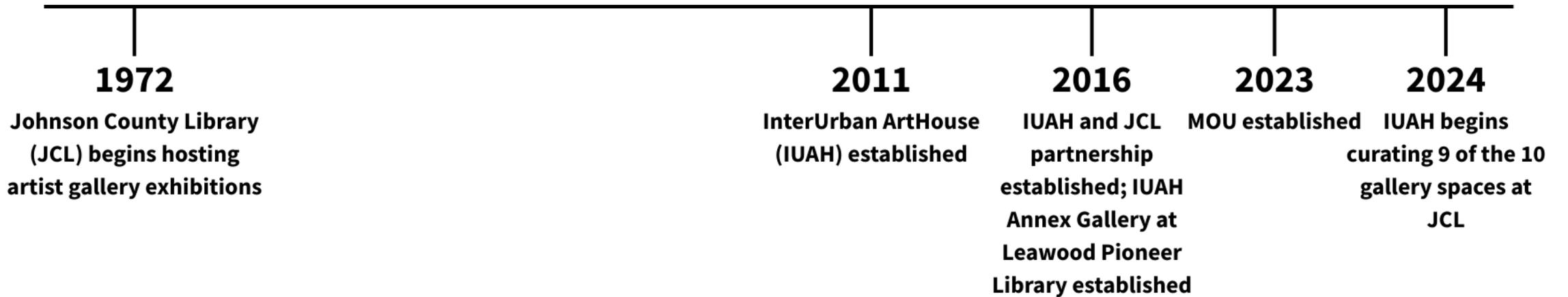


Partnership

Joseph Keehn, Program Coordinator



History



2024 to now

Kathryn Barker Joha Bisone Staci Bobo-Ligon Chanah Brown
Joe Bussell Justin Canja Laurie Colahan Creative Cloth Collective
Ellen Creed Laurel Defreece Brian Divelbiss Phillip Dunn Anita
Easterwood Devin Edwards Micael Elrod Adam Finkelston Isabel
Flores Smitha George Jaylon Goode Joleen Goff Bryce Holt Tiana
Honda Amanda Jolley Kia Johnson Feliz Kehinde Alicia Kelly
Clarissa Knighten Taj Mattingly Amy McCollum Kelly Meiners
David Morris Ashley Nerman Melanie Nolker Jason Piggie Shelly
Pinto Terri Pollack Taylor Sanders Kelly Scott Michele Sherlock
Chico Sierra Ted Stevens Isaac Tapia Fred Trease Robin
VanHoozer Remy Wharry Sherry Whetstone

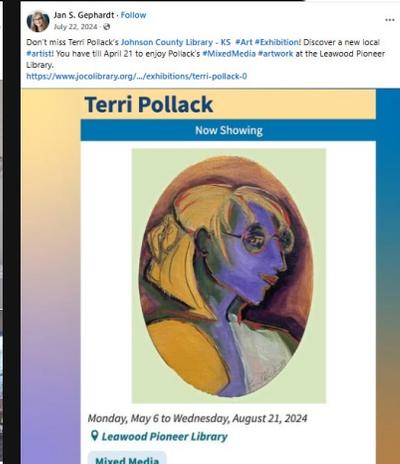
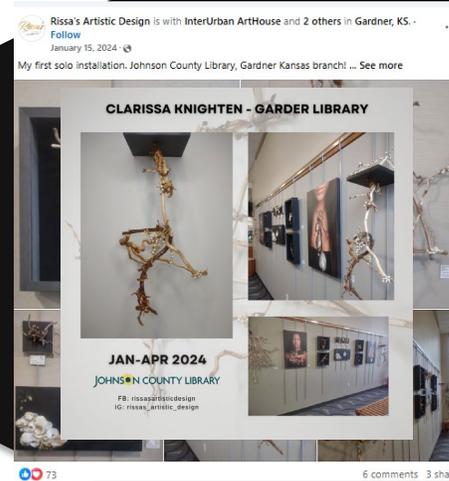
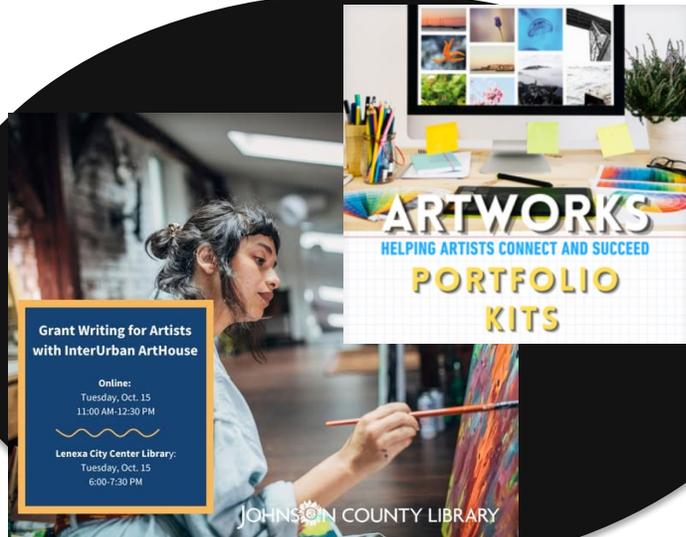
46 exhibitions



Highlights



HER ART/THEIR ART
STORY TELLING
NIGHT
MARCH 20TH
6:30-7:30
CENTRAL RESOURCE LIBRARY



Upcoming Exhibitions

ART & EXHIBITIONS

Johnson County Library is proud to share the work of Kansas City metro area visual artists in dedicated art gallery spaces to inspire people of all ages and beautify our Libraries. We seek a diverse selection of artwork that inspires, educates and promotes community connection. Exhibition partner InterUrban Art-House curates 9 of our 10 gallery spaces while Library staff manage Central Resource Library's gallery. For more information about InterUrban Art-House, visit interurbanart-house.org. For additional details about the exhibiting artists, visit jocolibrary.org/events/exhibitions.



Blue Valley Library
Ashley Nerman
Ashley Nerman's art draws from meditative introspection, nature, ritual and global travels,

blending influences from numerology, cosmology and quantum physics with high-vibration codes through mantras. Each piece acts as a portal, inviting viewers on a transformative journey that heals, inspires and uplifts the spirit. Enjoy this exhibit May 1-Aug. 17.

Cedar Roe Library
Kelly Scott
Kelly Scott explores the balance between structure and fluidity, blending geometric and organic forms.



By juxtaposing sharp edges with soft gradients, vibrant color accents against dark backgrounds and rhythmic marks that shift into dynamic flux, Scott captures the interplay between contrast and harmony. For more information, follow @kellysarthrob. Enjoy this exhibit May 1-Aug. 17. Scott is also the cover artist for this issue of the Guide; see the inside front cover for more details.

More program information is available at jocolibrary.org/events or call 913-826-4600. Program details are subject to change and additional programs may be added throughout the summer.



Gardner Library
Joleen Goff
Joleen Goff's artwork serves as a visual record of the interplay between color, texture and pattern through printmaking, painting and collage. Goff combines these elements to create layered, visual narratives that express a specific idea or simply capture the history of the processes involved. For more information, follow @joleenkaygo. Enjoy this exhibit May 1-Aug. 17.

Leawood Pioneer Library



Isabel Flores
Isabel Flores experiments with a range of dry and wet techniques, primarily oil painting, watercolors and non-traditional materials like fabric scraps, threads and image transfers. Her work explores her Mexican roots, women's portraits and themes of race, class and gender. For more information, follow @isabelfloresart. Enjoy this exhibit May 1-Aug. 17.



Summer 2025

22



Lenexa City Center Library
Feliz Kehinde
Feliz Kehinde's work explores the rich and multifaceted experiences of the Black community, using texture and vibrant colors to tell stories of identity, culture and resilience. Kehinde delves into themes of heritage, connection and self-expression, often drawing inspiration from personal experiences and the beauty of everyday life.

For more information, follow @felizkehinde.art. Enjoy this exhibit May 1-Aug. 17.

Merrim Plaza Library

Isaac Tapia
Isaac Tapia work explores the aesthetics of migration, blending the classical techniques of European portraiture with the vivid colors, textures and patterns of his childhood in Mexico. His work celebrates resilience, joy, resistance and peace — the moments that define survival. For more information, follow @tapia.isaac. Enjoy this exhibit May 1-Aug. 17.



Oak Park Library
Bryce Holt
Bryce Holt's art is driven by narrative. Before a single brushstroke touches the canvas, a story begins to take shape in his mind. A self-taught figurative artist, Holt merges the bold color and energy of pop art with the dreamlike qualities of surrealism. For more information, follow @bryceholtart. Enjoy this exhibit May 1-Aug. 17.

Shawnee Library
Devin Edwards
Devin Edwards creates dynamic works that balance complementary colors, using acrylic on canvas and, for murals, acrylic on walls. With a deep commitment to the community that has given so much, the artist embraces the challenge of using art as a catalyst for inspiration and change — transforming visions into vibrant, meaningful expressions that resonate with the world. For more information, follow @halfmoonstudioj. Enjoy this exhibit May 1-Aug. 17.



23

jocolibrary.org



Upcoming Programs

Exploration Drawing with Taj Mattingly

Saturday, June 14 • 10 a.m.-Noon @ [Oak Park Library](#)

Unleash your creativity! Explore various drawing materials and follow step-by-step guidance to bring your vision to life on paper. Whether you're a beginner or an experienced sketcher, this session offers something for everyone

Gel Printing & Collage with Melanie Nolker

Saturday, June 14 • 2-4 p.m. @ [Corinth Library](#)

Get creative with color and texture. Experiment with gel printing and collage techniques to create a unique greeting card or a small, frameable work of art.

Journal & Draw with Nettie Zan

Saturday, June 21 • 2-4 p.m. @ [Blue Valley Library](#)

Thursday, July 17 • 5-7 p.m. @ [Corinth Library](#)

Combine words and images in this creative journey of drawing and journaling. Engage both sides of your brain as you explore self-expression through art and storytelling.



Observational Drawing with Vince Medellin

Tuesday, June 24 • 5-7 p.m. @ [Cedar Roe Library](#)

Sharpen your eye and steady your hand. Learn to truly observe as you sketch from still life and practice gesture drawing techniques in this foundational session.

Portrait Drawing with Chico Sierra

Tuesday, July 1 • 5-7 p.m. @ [Leawood Pioneer Library](#)

Capture the essence of a face — whether realistic or abstract. Explore portrait techniques while experimenting with expression, perception and discovering new ways to see yourself and others. This program is led by InterUrban ArtHouse's studio artist Chico Sierra. Registration is required and opens six weeks prior to this program.

Comic Book Basics with Anthony Oropeza

Saturday, July 12 • 1-3 p.m. @ [Gardner Library](#)

Ever wanted to create your own comic? Learn the basics of storytelling, paneling and character design in this hands-on workshop. Whether you're a beginner or an aspiring artist, this is your chance to bring your ideas to life — one panel at a time!



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING**

April 10, 2025
at Central Resource Library
4:00 p.m.

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

ABSENT: None.

BOARD ATTORNEY: Andrew Logan and Fred Logan

BOCC: Commissioner Julie Brewer.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Patti Kangethe, Shelley O'Brien, Elissa Andre, Scott Sime, Lacie Griffin, Megan Clark, Lori Ross, Jared Harper, Juan Lopez-Tamez, John Keogh, Michelle Olsen, John Keogh, Michelle Beesley, Kristina Auch, Ted Clemons, Hilary Sorio

CITIZENS COMMENTS:

None.

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Ms. Van Ophem announced that it was her last Board meeting, having joined two years ago to complete another member's term. She expressed gratitude for the camaraderie among board members, acknowledging their unique contributions and meaningful discussions. She also thanked the staff for their guidance, training, and dedication to delivering valuable programs to the Board and the community. Specifically, she extended her appreciation to staff for their support and joyfulness and to Tricia for her mentoring and assistance in touring various libraries.

Kelly Kilgore responded by thanking Ms. Van Ophem for her service, noting that the Board would miss her contributions and insightful questions. She emphasized that serving on this Board was a rewarding experience due to the staff's support and encouraged Ms. Van Ophem to continue volunteering.

Ms. Huff shared that she had worked with Ms. Van Ophem on another committee and reflected on their dynamic discussions, mutual respect, and the valuable lessons she gained from their interactions. She praised Ms. Van Ophem's passion for community service and highly recommended her for future board opportunities, expressing that she would be greatly missed.

Board Chair Kilgore attended the *Get It Together Now* program, which helps organize important documents for emergencies. She found it useful for both her elderly parents and herself, emphasizing the need to have critical details readily accessible. She praised the instructor and book, recommending the program to others if offered again.

DEVELOPMENT DEPARTMENT REPORT

Amber Bourek Slater, Volunteer & 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. This report is included in the April Board Report.

Ms. Bourek Slater focused on volunteer recognition in honor of National Volunteer Appreciation Month. She highlighted the contributions of teen volunteers, who comprised 46% of the library's volunteer base. Thirteen outstanding teens were awarded the Presidential Service Award for collectively contributing 1,089 hours of service to Johnson County Library.

She introduced the present honorees, recognizing their individual contributions, which included book reviewing, assisting at donation drop-off events, participating in summer programs, and other supporting community organizations, each volunteer received a certificate and a special pin for their service. She also listed seven additional teen volunteers who were unable to attend and had significantly contributed to the library through various initiatives.

Ms. Bourek Slater concluded by reminding board members that the Johnson County Library Foundation would be presenting a ceremonial check that evening. She encouraged them to join for a quick group picture after the meeting.

COUNTY COMMISSIONER REPORT:

Commissioner Brewer shared that she had recently finished reading *The God in the Woods* and *Heartburn*, noting their distinct differences and inviting discussion. She then provided an update on the Board of County Commissioners' (BOCC) activities.

Commissioner Brewer reported that at the end of March, the BOCC held a budget retreat to begin planning for the 2026 budget. She acknowledged the complexity of the budgeting process and expressed appreciation for the partnership between the county and the Johnson County Library in hosting town halls and budget open houses. These events allowed engagement with different geographic areas of the community and encouraged resident participation in discussions about the future of Johnson County's finances.

Additionally, she mentioned that the county's *State of the County* event had taken place that week. She noted that the presentation by Chair of the Board of County Commissioners, Mike Kelly, was available on Johnson County Government channels and YouTube. Commissioner Brewer encouraged attendees to search for *Johnson County Board of County Commissioners State of the County 2025* to view the presentation, which emphasized fundamental aspects that define Johnson County.

BOARD COUNSEL REPORT

Mr. Fred Logan, Board co-counsel, reviewed the ARM 10-70-10 Library Budget Review and Approval Process and Executive Order Update.

Mr. Logan provided an overview of the library's budget review and approval process. He explained that two legal provisions govern the process: state statute and ARM 10-70-10, which aligns with the statute. He emphasized that the Library Board, as a governing body of a separate taxing district,

works with the Board of County Commissioners to finalize the budget. The Library Board first approves the budget, which is then sent to the Board of County Commissioners, who have the authority to approve or revise it.

Mr. Logan then shifted to discussing recent executive orders issued by the Trump Administration, highlighting one with significant implications for Museum and Library Services. He introduced the legal background of these executive actions before turning the discussion over to Dave Vratny, who would address the practical impacts. Logan noted that while the budget cuts would not directly affect Johnson County Library due to its stable financial position, smaller libraries and those serving underserved communities in Kansas could face serious consequences, including potential closures. Mr. Logan mentioned that two lawsuits had been filed challenging these executive actions. The first, filed by the American Library Association in the U.S. District Court for the District of Columbia, contested the cuts as irreparably harmful to libraries and museums. He highlighted that last year, the Institute of Museum and Library Services distributed nearly \$267 million in congressionally approved funds to libraries and museums. The lawsuit argued that Congress—not the administration—had the authority to decide on the fate of IMLS funding.

The second lawsuit, filed by 21 states in the U.S. District Court for the District of Rhode Island, raised similar arguments about irreparable harm. Mr. Logan predicted that an injunction would likely be issued to halt the budget cuts, as they had already resulted in staff dismissals and the dissolution of the agency's board. He warned that if the executive order became law, several libraries in Kansas would likely be forced to close. Mr. Logan concluded by stating that the litigation would be closely monitored and suggested that more clarity on the issue would emerge in the coming month.

COUNTY LIBRARIAN REPORT

Finance Report

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

Dave Vratny reviewed the financial data for the period ending February 2025, noting that 17% of the year had passed and had collected approximately \$31.8 million in total revenue, which accounted for 57% of its projected revenue. He explained that this figure aligned with historical trends. From an expenditure standpoint, including collections encumbrances, the library had spent approximately \$15.8 million, or 28% of its budget. Mr. Vratny shared that although this percentage might seem high, actual expenditures—excluding collections encumbrances—were closer to 19%, more in line with expectations. He further noted that factoring out the interfund transfer, which had been fully executed, brought the actual spending percentage even lower.

Legislative Updates related to Property Taxes and Executive Orders and Risk to funding Update

Dave Vratny, Finance Director discussed legislative updates, focusing on two bills introduced in the Kansas Legislature regarding property valuation caps. One bill successfully passed through the Senate but ultimately failed in the House, making it unlikely to resurface in the current legislative session. It was noted, however, that similar proposals could return in future sessions, potentially next year.

Mr. Vratny then discussed the executive orders affecting Museum and Library Services (IMLS). Mr. Logan had earlier provided a legal perspective, while the practical implications were addressed next. It was noted that Johnson County Library did not receive IMLS funding directly, that it did receive State Aid from Kansas, which was partially funded through IMLS allocations. If IMLS funding were reduced, the State Library Association estimated a 30% budget cut, which would likely impact state aid. The library expected this could result in a loss of approximately \$65,000 in 2026, directly affecting the collections budget.

Additional concerns were raised about interlibrary loan services. While internal courier services between Johnson County Library and the Olathe Public Library would remain unaffected, IMLS funding reductions could hinder interlibrary loan operations, affecting material circulation. If smaller library systems were forced to shut down due to funding cuts, borrowing and lending opportunities could also be disrupted.

The discussion concluded with cautious optimism that better news might emerge in the coming month. Mr. Sims inquired about the timeline for potential impacts, and County Librarian Suellentrop confirmed that reductions would likely affect the 2026 budget rather than 2025.

Expenditure History,

Dave Vratny, Finance Director, presented the Expenditure History report to the Board, this report is included in the April Board Report.

Mr. Vratny provided a historical overview of library expenditures, noting a spike in physical collection spending in 2018 due to the Monticello Library opening, with \$3.3 million spent in 2024. Digital format expenditures have grown significantly since 2020, nearing print material levels.

He explained that older library debt was fully paid off by 2020, with current debt tied to Public Building Commission projects, totaling \$3.67 million in 2024. Library program expenditures shifted to property tax support, with \$480,000 spent in 2024, including summer reading stabilization.

Information technology spending reached \$1.6 million, while maintenance and custodial costs totaled \$822,000 for the year. Library staffing peaked in 2019 after Monticello Library opened but later declined due to transitions. In 2024, the library had 297.17 FTE staff, with \$19 million allocated for salaries, \$4.1 million for health care, and \$3.5 million for fringe benefits

During the discussion, Mr. Sims asked how staffing levels would change if previously outsourced roles—such as facilities, HR, and finance administration—were reinstated. Mr. Vratny estimated that adding back these roles would increase staffing by 25 FTEs.

Ms. Van Ophem asked about potential federal funding cuts, and their impact on the collections budget. Mr. Vratny explained that a \$165,000 reduction would bring the total collections budget down to approximately \$4.15 million, making the cut noticeable but not severely damaging to Johnson County Library. He expressed greater concern for smaller libraries that rely more heavily on IMLS funding.

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 April 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 reported that the design phase was nearly complete, with refinements ongoing. The construction manager, recently selected, was reviewing designs and preparing the schedule, bidding process, and budget. Communication with the firm had begun, and site inspections were underway. The Guaranteed Maximum Price (GMP) amendment would be finalized closer to construction.

Next steps include finalizing designs, developing the construction schedule, planning move-outs, and preparing the GMP amendment for presentation. Closure dates will be announced once officially determined, and the overall timeline remains steady, though adjustments may be made based on feedback. She thanked Anna Van Ophem for her role in the project.

County Librarian Suellentrop emphasized the need to align Guaranteed Maximum Price (GMP) approvals with Library Board meetings, noting that past projects often required special sessions. She reassured board members that online meetings had been used before and encouraged them to be prepared for similar arrangements.

Overall Timeline

Scott Sime, Project and Event Manager, reported on Capital Improvement Plan (CIP) timeline and Capital Replacement Plan (CRP) 2025 timeline, these timelines are included in the April Board Report.

Mr. Sime provided an update on the capital improvements project (CIP) timeline and gave further details on the Capital Replacement Program (CRP). He explained that the CRP systematically evaluates the condition of major building components and systems, establishes a repair and replacement schedule, and implements resulting projects to ensure the longevity of library buildings. Mr. Sime noted that due to economic uncertainty, the 2025 CRP would focus primarily on planning and design activities, requiring careful prioritization of low-risk projects.

Mr. Sime provided updates on planned renovations across multiple library locations, including fire panel upgrades, door replacements, restroom modernization, parking lot improvements, roof repairs, and enhanced accessibility. Some projects may require closures later in the year. He also discussed transitioning older building automation systems at certain branches to a new monitoring system for improved energy efficiency. Landscaping improvements at various locations will be managed by the facilities grounds team.

During the discussion, Board Chair Kilgore inquired why Monticello and Lenexa used a different building automation system despite being relatively new. Mr. Sime explained that Monticello and Lenexa had been completed before the library transitioned to a new control system, which resulted in them being placed on the older system.

Website Update

Elissa Andre, Marketing & Communications Manager, reported on the Website Update included in the April Board Report.

Ms. Andre explained that while the project is virtual, it functions much like a physical building project due to its scope, planning, milestones, and impact on the organization. She highlighted that the website received 8.3 million visits last year, surpassing the annual foot traffic of 14 physical library locations combined. She emphasized the importance of thinking about all projects, not just physical buildings, as initiatives that move the library system forward.

Ms. Andre noted that since the website project began nearly a year ago, her team has gathered input from patrons, volunteers, and staff across various departments, including communications, IT, digital collections, librarians, and program staff. She revealed that the new website is expected to debut in August and reassured her team that they were on track. She presented the project within the historical context of the library's Capital Improvement Plan timeline and stated that the project remained on schedule and within budget. Since the approval of increased funding for Bibliocommons in September, her team had hired an information architect, analyzed all existing content, and tested a new top menu navigation with a variety of patron archetypes, such as retirees, busy parents, and library super users.

Ms. Andre described the detailed process of refining the website structure, organizing content, and assembling the framework for the new site. She explained that the team had mapped out individual pages, determined their purpose and audience, and labeled and prioritized content for migration. Moving forward, they planned to work on branding elements, page templates, and the identification of potential trouble spots.

During the discussion, board member Mr. Mendoza sought clarification on how the infrastructure change would reduce staff workload in the long run. Ms. Andre explained that while the transition was currently a heavy lift, maintenance requirements would be significantly reduced once the new website was fully implemented. Board Chair Kilgore expressed appreciation for the efforts involved and excitement about the upcoming launch.

UPDATES – Tricia Suellentrop, County Librarian

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

County Librarian Suellentrop provided several updates, beginning with an introduction of new employees. She welcomed four new staff members who had recently joined the library, noting that the orientation session took place earlier in the week. She highlighted two recent promotions within the organization and pointed out that one new employee had transitioned from Parks to the library.

She then informed the Board that an Executive Session, originally planned for the meeting agenda, had been removed due to a lack of updates on the intended discussion topic. Ms. Suellentrop acknowledged that its removal was reflected in the packet materials but clarified that the session would not occur.

County Librarian Suellentrop shared that the State of the County event was held earlier in the week, an annual address delivered by Chair of the Board of County Commissioners, Mike Kelly. She

explained that the presentation reviewed Johnson County's successes, key initiatives, and future vision, with the library being recognized both for its economic contributions and its role in public communication within the county. She noted that the library's involvement had brought a touch of humor to the event.

She then expressed appreciation for several individuals. First, she thanked Board Chair Kilgore, acknowledging that her term as Chair was concluding, though she would remain on the Board for an additional four-year term. Ms. Suellentrop highlighted the numerous responsibilities that come with being Chair, including frequent communications, approvals, and public engagements, and expressed gratitude for Ms. Kilgore's leadership and commitment.

Next, she recognized Ms. Van Ophem, who had filled a partial term for a previous Board member. Despite her two-year tenure, Ms. Van Ophem had played an active role, serving as a building liaison, Budget Committee member, Vice Chair, and participant in the County Librarian appraisal process. Ms. Suellentrop emphasized her meaningful contributions and expressed hope that Van Ophem would continue to share her expertise with the library in the future. As a farewell gesture, Suellentrop presented Van Ophem with a book on bourbon, which would remain in the library collection with a personalized bookplate in recognition of her service.

County Librarian Suellentrop also provided an update regarding Commissioner Brewer's appointee, stating that the paperwork was in process. If finalized, a new Board member would join in May.

Lastly, Ms. Suellentrop extended deep appreciation to Fred Logan, who had served as the library's legal counsel since 1981. She reflected on Mr. Logan's extensive contributions, including his instrumental role in drafting and negotiating the Kansas State statutes that govern Johnson County Library. She shared that the library had recently conducted interviews and video recordings with Fred Logan to document his knowledge and experiences, preserving valuable historical insights. She concluded by thanking him for his longstanding service and unwavering support.

Fred Logan reflected on his 44 years of service as legal counsel for Johnson County Library. Expressing deep gratitude, he fondly hailed the library system as the finest in the United States, attributing its success to the dedication of Library Board members, County Commissioners, and library staff. He specifically praised the County Commission for negotiating statutes that have governed the library for 40 years without change, emphasizing their effectiveness. Logan highlighted the contributions of five County Librarians he had worked with over the decades—Roy Fox, Mona Carmack, Donna Lauffer, Sean Casserley, and Tricia Suellentrop — each of whom brought unique leadership styles but collectively made a lasting impact on the community. He expressed admiration for the consistency and excellence of the library staff, acknowledging their role in shaping the institution's success. Concluding his remarks, Logan described his time working with the library, staff, county commissioners, and board members as an immense honor. He emphasized that the privilege had been entirely his and that he would always cherish the experience.

Merriam Plaza Library Capstone Award

County Librarian Suellentrop shared the exciting news, that the Merriam Plaza Library is being recognized as a Capstone Member, an honor that places it alongside six other distinguished projects.

She emphasized that awards were nothing new for the library, noting that at the end of the previous year, Merriam Plaza Library also received an AIA Merit Award for Design Excellence. She acknowledged the contributions of Dake Wells, the project's architect, and Titan Built LLC, who played a significant role in its development. Expressing appreciation, she thanked facilities staff, Scott, Megan, and everyone involved in the library's design, implementation, and opening. She stressed that while the award recognizes the building, its success was made possible by the collective efforts of library staff, the Library Board, and the County Commission.

CONSENT AGENDA

A. Action Items:

1. Minutes of the March 13, 2025, Regular Library Board meeting

B. Information Items

1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for February 2025 were handled in accordance with library and County policy.
- b) The February 2025 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. Van Ophem seconded this motion.

Motion was approved unanimously.

I. Old Business

A. Action Item: 2026 Library Budget Proposal

Dave Vratny, Finance Director, presented the proposed 2026 Budget and briefing sheet, as included in the April Library Board Report.

Mr. Sims shared his thoughts on the budget process, expressing gratitude for the efforts put into financial planning. He reflected on his initial intention as a Budget Committee member, which was to challenge the team to keep the budget growth closer to the inflation rate, in hopes of reducing the mill levy while maintaining overall financial stability. However, after discussions with colleagues, he ultimately agreed that the current economic uncertainties made it unwise to pursue that approach this year. He clarified that his goal had never been to lower the budget itself, but rather to ensure it remained aligned with inflation. Given the

circumstances, he endorsed the finalized budget plan, acknowledging that the decision was well thought out and in line with the discussions that had taken place.

Board Chair Kilgore expressed her thanks to those that served on the budget committee.

Motion: Mr. Sims moved to approve the County Librarian's Recommended FY 2026 Revenue and Expenditure Budget of \$63,798,987.

Second: Mr. Mendoza seconded this motion.

Motion was approved Kilgore, McAllister, Huff, Sims, Mendoza, and Hrabe.
Motion was opposed by Van Ophem.

Motion passes by a vote of 6 to 1.

II. New Business

A. Action item: Election of Library Board Officers

Mr. McAllister presented the Library Board Officer briefing sheet, as included in the April Library Board Report.

Ms. Van Ophem reflected on the previous year's appraisal process, emphasizing the importance of designating the appraisal committee early. She strongly encouraged the Library Board to select the committee next month, explaining that establishing the committee early would allow them to engage more proactively with County Librarian Suellentrop throughout the year. This would ensure better alignment on her goals, coaching efforts, and overall board expectations, helping to avoid last-minute uncertainty when appraisal time arrives next year.

Motion: Ms. Hrabe moved the Library Board of Directors elect the recommended slate of officers for the 2025-2026 term.

Chair: Jeffrey Mendoza

Vice-Chair/Secretary: David Sims

Treasurer: Chrysalyn Huff

Second: Ms. Van Ophem seconded this motion.

Motion was approved unanimously

B. Information Item: Consideration of Memorandum of Understanding between Johnson County Library and Johnson County Election Office

Adam Wathen, Associate Director for Branch Services

Mr. Sims expressed his support and that he felt this is a great partnership.

ADJOURNMENT

Motion: Mr. Sims moved to adjourn the meeting.
Second: Ms. Van Ophem seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:12 p.m.

SECRETARY _____
Anna Van Ophem

CHAIR _____
Kelly Kilgore

SIGNED _____
Tricia Suellentrop, County Librarian

**MINUTES JOHNSON COUNTY LIBRARY BOARD AND
BOARD OF COUNTY COMMISSIONER
JOINT MEETING**

April 10, 2025
at Central Resource Library
6:00 p.m.

LIBRARY BOARD: Kelly Kilgore, Charles McAllister, Chrysalyn Huff, David Sims, Jeffrey Mendoza, and Jennifer Hrabe.

BOARD OF COUNTY COMMISSIONERS: Board Chairman Kelley, Commissioner Jeff Meyers, Commissioner Becky Fast, Commissioner Janeé Hanzlick, and Commissioner Julie Brewer

ABSENT: Library Board Member Anna Van Ophem, and Commissioner Shirley Allenbrand

STAFF: Penny Postoak Ferguson, Julie Karins, Aaron Otto, Darron Leiker, Tony Barron, Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Shelley O'Brien, Elissa Andre, Juan Lopez-Tamez, Karsen Koziol, Lydia Travis, Matt Dedeke, Scott Sime, Megan Clark, Abigail Wheeler, Kristina Auck, Terry Pulliam, Ted Clemons, and Patti Kangethe

County Librarian Tricia Suellentrop called the meeting to order at 6:00p.m.

I. Welcome/Introductions:

County Librarian Tricia Suellentrop welcomed everyone and opened the meeting.

Introductions of Commissioners, Board Members, and other attendees.

III. Comprehensive Library Master Plan (CLMP) Refresh

a. Context: CLMP Refresh – Tricia Suellentrop, County Librarian

County Librarian Tricia Suellentrop, presented on the history and context of the Comprehensive Library Master Plan, this report is included in the 2025 April Joint Board Report.

Ms. Suellentrop outlined a brief history of the Library's Comprehensive Library Master Plan, including that it was partially funded in 2016 and that the library has been partnering with Johnson County Facilities to complete much of what was set out within the first 10 years. She reviewed the changes from the original top five projects and what has been completed, in the life of the current CLMP. Johnson County Library request 1 mill increase and received .75 mill increase and has maintained projects on time and on budget. Currently there is a need to refresh the Master Plan, with stakeholders input from planning, schools, cities, and the Commissioners to ensure the vision for the next 20 years of the county is heard. This refresh will look to prove out the needs for Johnson County.

Commissioner Brewer asked about the change in order, and that Corinth and Blue Valley libraries were previously higher priority and do not appear to be completed. County Librarian Suellentrop confirmed that the order changed based on some opportunities that arose, one of note was the opportunity to co-locate with cities.

II. Vision and Reality Group Activity

Kathleen Harnish McKune, CEO and co-founder of Team Tech, Inc., introduced an activity to allow the attendees think about the future Comprehensive Library Master Plan Refresh.

Vision:

The attendees were asked to answer, “What they want a library and their community to look like for your grandchildren?” in small groups and reported out to the meeting.

There was an overwhelming theme to become and maintain being a beacon of inclusivity and accessibility, welcoming individuals of all ages, abilities, and backgrounds. There were aspirations of fostering environments where everyone feels safe, inspired, and connected, with seamless access to both digital and physical resources. The vision included libraries that would surpass ADA compliance standards, ensuring that they are truly accessible to all while serving as joyful gathering places that bring communities together.

The vision included state-of-the-art amenities, such as advanced MakerSpaces, AI facilities, and coffee shops, all housed within architecturally stunning spaces. These features would encourage creativity and collaboration, making the library not just a place for books but a hub of innovation and social interaction.

Future hopes also center around programs and services that address the diverse needs of the community. Libraries aspire to connect people with vital social services, mental health resources, and engaging educational opportunities for children, teens, adults, and even those incarcerated. They aim to create interactive and inclusive learning spaces, celebrate local history, and host events that strengthen community bonds.

Flexibility is a cornerstone of the library system's vision, with aspirations to design sustainable, adaptable spaces that can evolve alongside the community's needs. Through partnerships with local organizations, it was the hope of attendees to offer multi-use facilities that enhance their versatility and reach.

The visions included securing resources to provide cutting-edge technology and implement programs like trade industry mentoring in schools. This vision reflects the hopes and ambitions of creating libraries that are not just places of learning but essential, innovative hubs for connection, growth, and inclusivity.

Reality / Blocks:

Then attendees were asked to answer questions to determine the Reality and Blocks, “As we strive to reach the Vision we just created, what challenges will we face?” and “What things will need to be considered?” in small groups and reported out to the meeting. These insights reflect obstacles in areas like community awareness, physical barriers, resource limitations, and organizational capacity.

Community Awareness is a significant area of focus. It involves educating the public on the range of services libraries offer, including free resources, and fostering appreciation and understanding of their value. Issues such as public opinion, mistrust in government, resistance to data, and opposition to change create hurdles in gaining community support. Outreach and promotion efforts must overcome political forces, censorship concerns, and the balancing act between virtual and personal connection. The aim is to build public trust and demonstrate the library’s value to diverse groups.

Physical Barriers pose challenges. Libraries face difficulty securing ideal locations due to competition with parks or isolation of certain communities. Ensuring safety for staff and visitors, both physically and mentally, is crucial in creating accessible spaces. Overcoming these barriers requires thoughtful planning and design.

Another roadblock is resource limitations, including constraints around funding, land availability, and supply chain issues. Rising costs in the market and cybersecurity risks further compound the complexity. Libraries must weigh risks against rewards while navigating the financial landscape and securing adequate resources to meet their goals.

Finally, organizational capacity underlines the difficulty in adapting to constant change and unforeseen conditions. Libraries often grapple with limited staff capacity, timing and planning challenges, and coordination with local authorities on broader community initiatives. Diversifying services and transforming buildings into multi-use spaces through partnerships can help alleviate these capacity issues and expand their reach.

These realities highlight the challenges libraries must overcome as they strive to fulfill their hopes and dreams of becoming welcoming, innovative, and inclusive community hubs.

Ms. Harnish-McKune reminded attendees to remember when thinking about blocks to ask “Why” five times to reach the root cause for the challenge.

County Librarian Suellentrop wrapped up the meeting by asking for questions and sharing that more public engagement would take place to gather feedback similar to this from the community and surrounding cities. County Librarian Suellentrop thanked everyone for their participation and involvement.

ADJOURNED

Meeting adjourned at 7:17 p.m.

SECRETARY _____
David Sims

CHAIR _____
Jeffrey Mendoza

SIGNED _____
Tricia Suellentrop, County Librarian

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: May 8, 2025
Re: Memorandum of Understanding with Elections

Issue: Partnership with Johnson County Elections

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

I move the Library Board of Directors approves the Memorandum of understanding between JCL and Elections for the year 2025.

Background: Johnson County Library and Johnson County Elections first entered into a memorandum of understanding to provide meeting rooms for polling places in 2022. The MOU also included provisions for JCE to use JCL meeting rooms for trainings and other similar uses. Prior to 2022, JCL provided meeting rooms to JCE for polling places in an informal partnership. For the 2025 election year, the MOU has been streamlined to include a service level agreement (SLA) to be more nimble on details such as specific meeting rooms, points of contact, and a detailed schedule of election dates for setup, voting, and equipment teardown.

Analysis: The use of meeting room space to support Elections is minimal and for short periods of time. The Library feels strongly about supporting civic engagement in this way. No issues have arisen in the use of Library spaces over the years. Civic buildings like the Library remain the best choice for polling places because of the technology and accessibility requirements.

The amount of staff time required to support Elections is also minimal. On election day, a manager must arrive early to let poll workers into the building and to allow voters in before Library opening. Also, a staff person books the meeting rooms on behalf of Elections in order to secure the spaces for the year. This takes no more than two hours at the beginning of the year.

Funding Overview: Not applicable

Alternatives: Partner on an informal basis for 2025 calendar year or completely discontinue the partnership.

Recommendation: To approve the memorandum of understanding with Johnson County Election Office.

Legal Review: Reviewed by Counsel

2024-2025 Memorandum of Understanding Johnson County Library & Johnson County Election Office

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the partnership between Johnson County Library (JCL) and the Johnson County Election Office (JCE) for the year of 2024-2025.

Responsibilities of Johnson County Library

COMMUNICATION:

- A. ~~The Civic Engagement Librarian~~ Branch Operations Manager of the Elections Service Line and Regional Librarian will serve as the primary contact for Johnson County Library to the Johnson County Election Office.
- B. JCL will print all voting related materials for free - including, but not limited to voter registration forms, advance voting applications, and candidate research.
- C. JCL will consult the needs of JCE when planning future buildings, however accommodation cannot be guaranteed.
- ~~C.D.~~ JCL will give notice to JCE if building renovations, upgrades, or construction affects the availability of ballot boxes or in-person voting.

BALLOT DROP BOXES:

- A. Johnson County Library will continue to provide space outside of the following branches for ballot drop boxes, as outlined in the service level agreement:
 - i. ~~Blue Valley Library~~
 - ii. ~~Central Resource Library~~
 - iii. ~~De Soto Library~~
 - iv. ~~Gardner Library~~
 - v. ~~Shawnee Library~~
 - vi. ~~Spring Hill Library~~
- B. B. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers.
- C. JCL will provide security cameras aimed at the drop boxes and access to security footage to Sheriff in accordance with arm 60-10-30.
- ~~D.~~ Written requests for security video surveillance footage of ballot drop boxes may be made to JCL via the Physical Security Specialist in accordance with arm 60-10-30 and Civic Engagement Librarian.
- D. JCE will open and close ballot drop boxes at the beginning and end of advance voting.
- E. JCE will collect ballots daily.
- F. Ballot drop boxes will be maintained by JCE via County Facilities

Responsibilities of Johnson County Election Office

COMMUNICATION

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

POLLING SITES

- A. In the event of a special election JCE may request Library meeting rooms to serve as polling places depending on availability, upon written request to the Civic Engagement Librarian-Branch Operations Manager of the Election Service Line

BALLOT DROP BOXES

- ~~A.~~ JCE will open and close ballot drop boxes at the beginning and end of advance voting.

- B. ~~JCE will collect ballots daily.~~
- C. ~~Ballot drop boxes will remain in place post Election and will be covered by JCE with canvas covers during the off season.~~
- D. ~~Ballot drop boxes will be maintained by JCE via County Facilities.~~

Service Level Agreement

JCL and JCE agree to establish a service level agreement (SLA) that will be referenced in a separate document and agreed to by both JCL and JCE which outlines the responsibilities shared by both parties.

Poll Site Agreement

1. CONTACT INFORMATION:

- A. ~~Blue Valley Library — 9000 W 151st St. Overland Park, KS 66221~~
 - i. ~~Contact Name: Matt Hammes, Assistant Branch Manager~~
 - ii. ~~Contact Phone: (913) 826-4362~~
 - iii. ~~Contact Email: hammesm@jocolibrary.org~~
- B. ~~Cedar Roe Library — 5120 Cedar St. Roeland Park, KS 66205~~
 - i. ~~Contact Name: Anna Madrigal, Branch Manager~~
 - ii. ~~Contact Phone: (913) 826-4661~~
 - iii. ~~Contact Email: madrigala@jocolibrary.org~~
- C. ~~Central Resource Library — 9875 W 87th St. Overland Park, KS 66212~~
 - i. ~~Contact Name: Deveron Tillotson, Assistant Branch Manager~~
 - ii. ~~Contact Phone: (913) 826-4480~~
 - iii. ~~Contact Email: tillotsond@jocolibrary.org~~
- D. ~~Corinth Library — 8100 Mission Rd. Prairie Village, KS 66208~~
 - i. ~~Contact Name: Portia Montoy, Assistant Branch Manager~~
 - ii. ~~Contact Phone: (913) 826-64214~~
 - iii. ~~Contact Email: montoyp@jocolibrary.org~~
- E. ~~Monticello Library — 22435 W. 66th St. Shawnee, KS 66226~~
 - i. ~~Contact Name: Nate Hohl, Assistant Branch Manager~~
 - ii. ~~Contact Phone: (913) 826-4771~~
 - iii. ~~Contact Email: hohlN@jocolibrary.org~~
- F. ~~Oak Park Library — 9500 Bluejacket St. Overland Park, KS 66214~~
 - i. ~~Contact Name: Lisa Jordan~~
 - ii. ~~Contact Phone: (913) 826-4481~~
 - iii. ~~Contact Email: jordanl@jocogov.org~~
- G. ~~Shawnee Library — 13811 Johnson Dr. Shawnee, KS 66216~~
 - i. ~~Contact Name: Anna Madrigal~~
 - ii. ~~Contact Phone: (913) 826-4661~~
 - iii. ~~Contact Email: madrigala@jocolibrary.org~~

2. PREMISES:

- A. ~~For the 2024 elections in subsections B, C, D & E subject to the terms and conditions set forth, I agree to allow the Election Office to occupy and use the facility stated in Section 1 during the times set out in Section 3, in addition to parking areas and facilities normally used for these premises:~~
- B. ~~August Primary, and November General Election Locations:~~
 - i. ~~Shawnee Library — Large Meeting Room~~
- C. ~~Presidential Primary, August Primary, and November General Election Locations:~~
 - i. ~~Blue Valley Library — Large Meeting Room~~
 - ii. ~~Cedar Roe Library — Large Meeting Room~~
 - iii. ~~Central Resource Library — Carmack Community Room~~
 - iv. ~~Corinth Library — Large Meeting Room~~

- v. ~~Monticello Library—Large Meeting Room~~
- vi. ~~Oak Park Library—Large Meeting Room (60 person)~~
- D. ~~Advance Voting—Presidential Primary, August Primary, and November General Election Locations:~~
 - i. ~~Monticello Library~~
- E. ~~Advance Voting—August Primary, and November General Election Locations:~~
 - i. ~~Central Resource Library—Carmack Community Room~~
 - ii. ~~Oak Park Library—Large Meeting Room (60 person)~~

3. DATES & TIMES OF USE:

The Election Office may use the Premises solely for the purpose described in Section 3, during the election timeframe, as described:

- A. ~~Advance Voting Schedule~~
 - i. ~~M-F 8:00 am to 8:00 pm; Polls open 9 am—7 pm~~
 - ii. ~~Saturday 8:00 am to 4:00 pm; Polls open 9 am—3 pm~~
- B. ~~Monticello Advance Voting Dates~~
 - i. ~~March 7 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - ii. ~~March 9—March 16, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am—4:00 pm Saturdays~~
 - iii. ~~July 17 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - iv. ~~July 20—August 3, excluding Sundays for Advance Voting~~
 - v. ~~October 16 & November 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - vi. ~~October 19—November 2, 2024, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am—4:00 pm Saturdays~~
- C. ~~Central Resource Library & Oak Park Library Advance Voting Dates~~
 - i. ~~July 25 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - ii. ~~July 27—August 3, excluding Sundays for Advance Voting: from 8:00 am to 8:00 pm M-F, and 8:00 am—4:00 pm Saturdays~~
 - iii. ~~October 24 & November 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - iv. ~~October 26—November 2, 2024, excluding Sundays for Advance Voting~~
- D. ~~Presidential Primary~~
 - i. ~~March 18 & 20, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - ii. ~~March 19, 2024: from 6:00 am to 8:00 pm for Election Day voting;~~
- E. ~~Primary Election~~
 - i. ~~August 5 & August 7, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - ii. ~~August 6, 2024: from 6:00 am to 8:00 pm for Election Day voting;~~
- F. ~~General Election~~
 - i. ~~November 4 & 6, 2024: from 8:00 am to 5:00 pm, for set-up and tear-down;~~
 - ii. ~~November 5, 2024: from 5:00 am to 8:00 pm for Election Day voting.~~

4. COMPLIANCE WITH LAWS:

- A. Both parties agree that use of the Premises is subject to all applicable federal, state, and local laws, regulations, codes, ordinances, and guidelines.
- B. Americans with Disabilities Act: the Facility acknowledges that the Election Office’s use of the Premises is subject to the ADA and state and local laws regarding disabilities. The Facility will not prohibit appropriate access and agrees that the Election Office may provide temporary alterations.
- C. Electioneering is prohibited.
 - i. No campaign, candidate, or issue-related signs or materials will be posted or visible to voters during poll hours.
 - ii. All staff, visitors, and voters who are present during voting hours must comply with state electioneering laws. Electioneering laws prohibit, among other things, wearing hats, buttons clothes that advocate for or against a candidate or question on the ballot.
 - iii. Those areas of Library practice governed by intellectual freedom principles are not subject electioneering.

5. SIGNS:

- A. The Facility agrees that the Election Office may remove any signs which, in its estimation, violate federal or state election laws, including any signs which may constitute electioneering.
- B. Candidate or ballot question signs placed within 250 feet from a voter entrance will be removed by Johnson County election workers. The Facility also agrees that it will remove, or allow the Election Office staff to remove, any signs from its premises that are visible to the public and that pertain to voting issues beginning the Friday prior to the election, until the day following Election Day.

6. DUTIES OF THE PARTIES:

A. The Facility will:

- i. Assure that all voting equipment and supplies will be kept in a secure, limited-access or agreed-upon location, both prior to the election and after the polls are open for voting, and will provide the Election Office with access to secure its equipment and supplies from the time they are delivered to the Facility through the end of election day. Storage Location:
- ii. Make the Facility available in clean and secure condition and maintain such for the duration of the conduct of the elections and this Agreement;
- iii. Assure that the Election Office and the public will have uninterrupted access to the Premises for voting purposes on Election Day. Due to the nature and requirements of a polling place, the Facility will not cause any interruption to the elections during the term of this Agreement. This includes, but is not limited to, closure, practice drills, construction, remodeling, or cleaning on the Premises or any area that would affect access to the Premises, including parking. PROVIDED, however, the safety of the occupants is of the utmost importance, and in case of emergency, the parties will work together to assure the safety of the occupants.
- iv. Maintain electrical, water, and general utilities;
- v. Provide shelter for voters and election workers in case of severe weather.

B. The Election Office will:

- i. At the conclusion of the Agreement, return the Premises to as good condition as received, ordinary and reasonable wear and tear excepted; and
- ii. Pay for damages to the furnishings or other property caused by the Election Office or its guests or invitees.

7. NO ASSIGNMENT; LIMIT ON USE: The Election Office will use the Facility and Premises only for the purpose of conducting an election.

8. CANCELLATION: Due to publication requirements for poll sites, the Election Office must be able to rely on the use of the Facility without schedule change or cancellations. The Election Office must receive any request for cancellation of use of the Facility no less than one-hundred twenty (120) days prior to the scheduled use of the Facility.

9. VENUE AND JURISDICTION: The parties agree that jurisdiction and venue for any legal matter arising out of this Agreement shall be in the District Court of Johnson County, Kansas.

Tricia Suellentrop
County Librarian

Frederick L. Sherman
Election Commissioner

Signature

Signature

Johnson County Library

Johnson County Election Office

[Kelly Kilgore](#)
[Chair](#)

Signature

[Board of Directors of the Johnson County Library](#)

[Need a signature block for board chair](#)

2025 Memorandum of Understanding

Johnson County Library & Johnson County Election Office

Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to outline the partnership between Johnson County Library (JCL) and the Johnson County Election Office (JCE) for the year of 2025.

Responsibilities of Johnson County Library

COMMUNICATION

- A. Branch Operations Manager of the Elections Service Line and Regional Librarian will serve as the primary contact for Johnson County Library to the Johnson County Election Office.
- B. JCL will print all voting related materials for free - including, but not limited to voter registration forms, advance voting applications, and candidate research.
- C. JCL will consult the needs of JCE when planning future buildings, however accommodation cannot be guaranteed.
- D. JCL will give notice to JCE if building renovations, upgrades, or construction affects the availability of ballot boxes or in-person voting.

BALLOT DROP BOXES

- A. Johnson County Library will continue to provide space outside of the following branches for ballot drop boxes, as outlined in the service level agreement.
- B. Ballot drop boxes will remain in place post-Election and will be covered by JCE with canvas covers.
- C. JCL will provide security cameras aimed at the drop boxes and access to security footage to Sheriff in accordance with arm 60-10-30
- D. Written requests for video surveillance footage of ballot drop boxes may be made to JCL via the Physical Security Specialist in accordance with arm 60-10-30. JCE will open and close ballot drop boxes at the beginning and end of advance voting.
- E. JCE will collect ballots daily.
- F. Ballot drop boxes will be maintained by JCE via County Facilities

Responsibilities of Johnson County Election Office

COMMUNICATION

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

POLLING SITES

- A. In the event of a special election JCE may request Library meeting rooms to serve as polling places depending on availability, upon written request to the Branch Operations Manager of the Election Service Line

Service Level Agreement

JCL and JCE agree to establish a service level agreement (SLA) that will be referenced in a separate document and agreed to by both JCL and JCE which outlines the responsibilities shared by both parties.

Compliance with Laws

- A. Both parties agree that use of the Premises is subject to all applicable federal, state, and local laws, regulations, codes, ordinances, and guidelines.
- B. Americans with Disabilities Act: the Facility acknowledges that the Election Office's use of the Premises is subject

to the ADA and state and local laws regarding disabilities. The Facility will not prohibit appropriate access and agrees that the Election Office may provide temporary alterations.

- C. Electioneering is prohibited.
 - i. No campaign, candidate, or issue-related signs or materials will be posted or visible to voters during poll hours.
 - ii. All staff, visitors, and voters who are present during voting hours must comply with state electioneering laws. Electioneering laws prohibit, among other things, wearing hats, buttons clothes that advocate for or against a candidate or question on the ballot.
 - iii. Those areas of Library practice governed by intellectual freedom principles are not subject electioneering.

Signs

- A. The Facility agrees that the Election Office may remove any signs which, in its estimation, violate federal or state election laws, including any signs which may constitute electioneering.
- B. Candidate or ballot question signs placed within 250 feet from a voter entrance will be removed by Johnson County election workers. The Facility also agrees that it will remove, or allow the Election Office staff to remove, any signs from its premises that are visible to the public and that pertain to voting issues beginning the Friday prior to the election, until the day following Election Day.

Duties of the Parties

- A. The Facility will:
 - i. Assure that all voting equipment and supplies will be kept in a secure, limited-access or agreed-upon location, both prior to the election and after the polls are open for voting, and will provide the Election Office with access to secure its equipment and supplies from the time they are delivered to the Facility through the end of election day. Storage Locations:
 - ii. Make the Facility available in clean and secure condition and maintain such for the duration of the conduct of the elections and this Agreement.
 - iii. Assure that the Election Office and the public will have uninterrupted access to the Premises for voting purposes on Election Day. Due to the nature and requirements of a polling place, the Facility will not cause any interruption to the elections during the term of this Agreement. This includes, but is not limited to, closure, practice drills, construction, remodeling, or cleaning on the Premises or any area that would affect access to the Premises, including parking. PROVIDED, however, the safety of the occupants is of the utmost importance, and in case of emergency, the parties will work together to assure the safety of the occupants.
 - iv. Maintain electrical, water, and general utilities.
 - v. Provide shelter for voters and election workers in case of severe weather.
- B. The Election Office will:
 - i. At the conclusion of the Agreement, return the Premises to as good condition as received, ordinary and reasonable wear and tear excepted; and
 - ii. Pay for damages to the furnishings or other property caused by the Election Office or its guests or invitees.

No Assignment; Limit of use

The Election Office will use the Facility and Premises only for the purpose of conducting an election.

Cancellation

Due to publication requirements for poll sites, the Election Office must be able to rely on the use of the Facility without schedule change or cancellations. The Election Office must receive any request for cancellation of use of the Facility no less than one-hundred twenty (120) days prior to the scheduled use of the Facility.

Venue and Jurisdiction

The parties agree that jurisdiction and venue for any legal matter arising out of this Agreement shall be in the District Court of Johnson County, Kansas.

Tricia Suellentrop
County Librarian

Frederick L. Sherman
Election Commissioner

Signature

Johnson County Library

Signature

Johnson County Election Office

Jeffrey Mendoza
Chair

Signature

Board of Directors of the Johnson County
Library

DRAFT

To: Johnson County Library Board of Directors
From: Tricia Suellentrop
Date: May 8, 2025
Re: BiblioCommons Renewal

Issue: The annual renewal of the BiblioCommons agreement in an amount not to exceed \$212,428.14.

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 renewal and spending authority for the BiblioCommons contract in the amount up to \$212,428.14, for the year 2025.

Background: BiblioCommons offers several services used to create the patron's online experience interacting with the Library's (JCL's) collection and services.

- BiblioCore is the web catalog that allows exploration of JCL and Olathe Public Library (OPL) physical and online collections, including:
 - place holds and add materials to personal “shelves”
 - manage account and renew, pay fees
 - write and read community reviews
 - explore published reviews from respected sources like Publishers Weekly and Booklist
 - find staff recommendations and make one’s own lists
 - seamlessly authenticate to the Library’s subscription resources like research databases
 - connect to collections at Kansas City Public Library and Mid-Continent Public Library in search results
- BiblioEvents is the online calendar of events where patrons discover and register for upcoming events.
- BiblioApps provides convenient mobile-friendly access to JCL's catalog on a variety of devices.
- BiblioCloudRecords create a dynamic connection to the Library's OverDrive/Libby digital collection that updates holdings automatically in the catalog, eliminating JCL staff processing time.
- BiblioWeb is the content management system for the public website currently in development.
- The Library is exploring the addition of BiblioFines to move to an improved solution for online payments. It would replace the existing solution for online payments. Note that, despite the product name, this would not be used for fines, just for payments for damaged materials and other fees. JCL is considering implementing prior to the next renewal so requesting spending authority for \$7,539.37 if the decision is made to move forward.
- The Library is also exploring adding BiblioLanguages as an add-on to the web catalog, BiblioCore, for language translations in 2025 or 2026. JCL is considering implementing prior to the next renewal so requesting spending authority for \$20,296.10 if the decision is made to move forward.

The BiblioCommons Library Subscription Master Agreement is available on the Library Board portal for reference by Library Board members.

Analysis: Johnson County Library and Olathe Public Library have their own instances of the web catalog allowing specific branding and administration tools. Some lines on the BiblioCommons invoice will be partially funded by OPL through the Interlocal Agreement. The renewal is paid by JCL then reimbursed at the agreed upon rate.

	JCL and OPL shared	JCL Only	Cost
June Renewal			
BiblioCore	X		\$ 75,558.49
Augmented Content (LibraryThing)	X		\$ 4,372.11
BiblioApps		X	\$ 14,513.37
BiblioCloudRecords - OverDrive	X		\$ 11,333.77
BiblioWeb		X	\$ 78,814.93
BiblioFines – under consideration		X	
June Renewal Cost			\$184,592.67
New Modules Under Consideration (not ready to include in renewal)			
BiblioLanguages (translations)	TBD		\$ 20,296.10
BiblioFines (replacement for existing online payments solution)		TBD	\$ 7,539.37
Subtotal for Modules Under Consideration			\$27,835.47
Requested Spending Authority for Renewal and Possible Additions			
			\$212,428.14

Funding Overview: These renewals of existing services are paid from the Operating Fund, and applicable JCL departments have budgeted accordingly for 2025. Addition of new services are also budgeted for in 2025 and 2026 Operating Fund.

Alternatives: Not authorize the spend on additional services; seek replacement solution for web catalog and other online services.

Recommendation: Staff recommends the approval of the BiblioCommons renewal. Staff recommends allowing spending authority to add BiblioFines and BiblioLanguages at a later date if staff evaluations of these services demonstrate value for patrons.

Purchasing Review: The Johnson County Library Board of Directors is required to approve all library purchases of \$150,000 or more. Pursuant to K.S.A. 12-1225b (b), the Library Board and County Librarian must comply with purchasing policies established by the BOCC.

Budget Review:

The renewal costs are included in the 2025 budget. BiblioFines is under consideration to replace the current solution, and the costs are similar, so it's also included in the 2025 budget. BiblioLanguages is a new solution that, if adopted, will be funded by the budget for new software in 2025 or 2026.

Legal Review: The Library Subscription Master Agreement and Order Form have been reviewed and certified by legal counsel.

Johnson County Library

9875 W. 87 St.
Overland Park, Kansas
66214

Date: April 22, 2025
Valid Until: Jul 22, 2025
Subscription Term: Jun 7, 2025 – Jun 6, 2026

Population Served: 609,863
Population Served (Johnson County Only): 468,573
Population Source: Census

Contact: Colleen Fox
Email: colleen.fox@bibliocommons.com

Subscription

	Annual Subscription Fee (USD)	One-Time Implementation Fee (USD)
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BiblioCore

	\$75,558.49	\$0.00
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An online catalog that is the foundation of patrons' experiences with the library. Includes e-content integration and pre-populated award winners and bestsellers listings. Cover art is recommended, but not included.

See Schedule "A-1."

<https://www.bibliocommons.com/schedule-a1-bibliocore>

Rate: \$0.12389421/pop. or \$19,950 minimum

BiblioWeb

	\$78,814.93	\$0.00
--	-------------	--------

Johnson County Only

A fully-hosted integrated content management system and webpage builder. Includes theming, training, support, and upgrades. Also includes a subscription to BiblioEvents. See Schedules "A-4" and "A-6."

<https://www.bibliocommons.com/schedule-a4-biblioweb>

Rate: \$0.16057474/pop. or \$40,000 minimum.

BiblioApps

	\$14,513.37	\$0.00
--	-------------	--------

Johnson County Only

Mobile app for iPhone and Android that gives patrons quick and easy access to borrowing, content discovery, and personal record-keeping on the go. Includes iPhone app, and Android app.

See Schedule "A-2."

<https://www.bibliocommons.com/schedule-a2-biblioapps>

Rate: 25% of Core, \$5,829.34 minimum, one-time implementation fee of \$3,500

BiblioCloudRecords

	\$11,333.77	\$0.00
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OverDrive

Automatically displays eContent holdings in the catalog without maintenance of MARC records. Provided as a BiblioCore enhancement for the library's OverDrive or Hoopla subscription(s). Holdings are exposed via the library's API key.

Rate: 15% of Core, minimum \$5,829.34. Implementation fee of \$700.

Quote for Johnson County Library (KS) – April 22, 2025
Contact: Colleen Fox Email: colleen.fox@bibliocommons.com



Augmented Content - Library Thing Recommendations

\$4,372.11

\$0.00

Adds automated recommendations to the catalog on the Title Record Page, the Library Dashboard, and While You Wait.

Rate: \$0.007169/pop. or \$1,224.16 minimum

Sub-Total	\$184,592.67	\$0.00
Subscription Fees	184,592.67	
Total Due This Year, payable on the date hereof	184,592.67	

Terms

- This Order Form supplements the Library Subscription Master Agreement (“Agreement”) dated June 7, 2025 and is incorporated therein by reference. Capitalized terms not defined herein will have the meanings set forth in the Agreement. In the event of a conflict between this Order Form and the Agreement, the Order Form will govern.
- The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s). Attached or linked Service descriptions, if any, will be incorporated by reference herein.
- Annual Subscription Fees cover hosting, support, and upgrades. Subscription Fees are reviewed annually.
- Implementation fees are *one-time charges* for standard configuration of service and standard subscription agreement. Implementation of services is conducted remotely.
- If significant modifications to legal terms are required, including change of legal venue, additional fees may be required.
- All fees payable by Subscriber are exclusive of taxes.
- All fees are payable on the date of signing.



IN WITNESS WHEREOF the parties hereto have caused this Order Form to be duly executed by their proper authorized officers.

Johnson County Library (KS)

BiblioCommons Corp.

Signature

Signature

Name

Name

Title

Title

Date

Date

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: MAR-2025

		Receipts	Payments	Balance
	Opening cash balance			\$117,701.73
	Add Receipts	\$361.85		
	Less Payments		\$5,446.70	
	Ending Cash balance			\$112,616.88
	Less Liabilities		\$12,180.60	
	Unobligated cash balance			\$100,436.28

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors

From: Jeffrey Mendoza, Chair

Date: May 8, 2025

Re: Action Item: Formation of County Librarian Appraisal Review Committee

Issue: The Library Board shall annually establish a County Librarian Appraisal Review Committee ("Personnel Committee"). The Library Board Chair shall appoint all committee members, subject to the approval of the Library Board.

Appointment of Personnel Committee by Board Chair Mendoza:

1. Personnel Committee Chair – Board Vice Chair David Sims
2. Chrysalyn Huff
3. Charles McAllister

Suggested Motion: I move to form the Personnel Committee with the following Board Members; David Sims, Chrysalyn Huff, and Charles McAllister.

Background: The Personnel Committee set forth in ARM 10-50-10 has authority only to review the annual performance of the County Librarian, who is hired by the Library Board. The vice chair heads the annual performance evaluation process of the County Librarian, and works with the Personnel Committee, if any, appointed by the chair.

Members of the Personnel Committee meet to determine desired process and survey questions, and meets to discuss results of survey prior to presenting a recommendation to the Library Board in Executive Session no later than the November Board Meeting.

The Personnel Committee works with the Library Human Resource partner to determine the personnel review questions as well as the stakeholder group who receive the review survey.

Analysis: The Library Board Chair shall, subject to the approval of the Library Board, appoint two Library Board members in addition to the Vice Chair to compose the Personnel Committee.

Recommendation: To review and update the annual performance review process and survey questions. Anticipate having an Executive Session during the September Board Meeting for Board to review proposed updates.

Legal Review: No legal review needed.

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: May 8th, 2025

Re: Land Use Agreement to create a Community Garden (Informational Only)

Issue: Expansion of Overland Park Community Garden

Suggested Motion: I move the Library Board of Directors approves the land Use Agreement to Create a Community Garden between JCL and the Overland Park Community Garden through December 31, 2026.

Background: The Johnson County Library and the Overland Park Community Garden currently have a Land Use Agreement in place to designate land on the Oak Park property for the use of a community garden and giving grove of fruit trees. That agreement was recently renewed by the Board of Library Directors. It has been in place for 10 years. We have been approached by the OP Community Garden to ask for additional land that would be used to expand the number of garden beds available to the community. The Community Garden reports they have an annual waiting list of around 50 individuals interested in the 10 currently available garden beds. The desired land for addition beds sits directly south of the current Giving Grove trees. The Library currently does not utilize this land for any purpose. The Library’s only responsibility would be in providing the land.

These revisions include incorporating the Addendum for the “Giving Grove” into the original Land Use Agreement so that there is only one Agreement.



Analysis: The Library currently does not utilize the land south of the Giving Grove. The request for permission to install additional garden beds would meet the demand indicated by the community.

Funding Overview: Not applicable.

Alternatives: The Library Board has the option of not approving the request for permission to add additional garden beds.

Recommendation: To approve the request of allowing use of land directly south of the current Overland Park Community Garden Giving Grove for installation of additional garden beds to meet community demand.

Purchasing Review: Not applicable

Budget Review: Not applicable

Legal Review: Library legal counsel has approved this agreement as to form.

LAND USE AGREEMENT TO CREATE A COMMUNITY GARDEN

THIS AGREEMENT (the Agreement) is made this ~~10th-12th~~ day of ~~June 2025~~ ~~December-2015~~ by and between the Board of Directors of the Johnson Country Library (hereinafter called the property owner) and Overland Park Community Garden, Inc., a not-for-profit corporation (hereinafter called OPCG), to authorize OPCG to use a site to be designated by the property owner at the Oak Park branch facility at 9500 Bluejacket, Overland Park, Kansas (the Site, as shown in appendix A) as a community gardening project.

1.0 Term. The property owner authorizes OPCG to operate a community garden at the Site designated by the property owner for a term ~~of one year~~ beginning ~~April-June 12, 2025~~, ~~2016~~, and ending ~~December 31, 2026~~ ~~March 31, 2017~~, unless earlier terminated as described in this Agreement. The County Librarian and OPCG will agree in writing to the procedures to be utilized in the OPCG's use of the Site. This Agreement may be renewed or re-negotiated with the approval of both the property owner and the OPCG at the end of the term.

2.0 Indemnification and insurance. The OPCG agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the OPCG and from any and all actions or causes of action arising from the community garden's occupation or use of the Site. Property owner's obligation shall be limited to the extent permitted by law and is subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq). OPCG shall maintain insurance in the amount of \$1,000,000 for general liability and shall name the Board of Directors of the Johnson County Library and the Board of County Commissioners, Johnson County, Kansas as additional insureds on the policy.

3.0 Maintenance of Site of Site and Giving Grove.

(A) OPCG will keep the Site in a neat appearance year round. OPCG will be financially responsible for its water usage. The property owner will continue to pay all real estate taxes on the property and mow the lawn outside the Site.

(B) OPCG, acting in partnership with the Overland Park Parks Department, is authorized to continue developing the "Giving Grove" on land designated on the Site, as follows:

1. The Giving Grove will consist of edible tree gardens developed by OPCG on the designated land on the Site. Edible tree gardening is a sustainable food production and land management system based on planting fruit and nut trees, berry- producing bushes and shrubs, and perennial herbs and vegetables.
2. OPCG, acting in partnership with the Overland Park Parks Department, will be responsible for removing the scrub tree and stump on the designated land adjacent to the Site, purchasing the trees and shrubs that comprise the Giving Grove, installing a water hydrant or hydrants in the Giving Grove, providing water during the time when the Giving Grove's hydrants are turned off, paying for the water used in the Giving Grove, and paying for the mulch used in the Giving Grove.
3. OPCG will also be responsible for finding and managing caretakers for the Giving Grove, overseeing the Giving Grove, and for coordinating with the Overland Park Parks Department for the harvesting and distribution of Giving Grove produce.
4. The property owner will be responsible only for designating the land on the Site upon which the Giving Grove will be developed. The parties agree that

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

3.0(C) OPCG and the property owner agree this Agreement replaces any Addendum to Land Use Agreement to Create a Community Garden between the parties.

4.0 Notice of termination, other changes in status. Either party may terminate this Agreement on 60 days prior written notice. The property owner agrees to give the OPCG prior written notice of changes in land ownership, development, or use at least 60 days prior to the change in status.

5.0 Expiration of term; termination of Agreement. Upon expiration of the term of this Agreement or other termination of this Agreement, OPCG will remove any property items provided by the OPCG unless the library requests for the items to remain. OPCG will restore the Site back to grass unless the library requests for it to be left as-is.

6.0 Governing law. Kansas law shall govern the terms of this Agreement.

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

BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY

Jeffrey Mendoza, Library Board Chair

OVERLAND PARK COMMUNITY GARDEN, INC.

Ari Wiemar, President

LAND USE AGREEMENT
TO CREATE A COMMUNITY GARDEN
APPENDIX A



To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: May 8, 2025
Re: Building Automation System: Multiple branches (Informational Only)

Issue: Consider authorizing a contract with Control Service Company to design, install, program, and start-up controls for the Building Automation System (BAS) which will allow advances controls and monitoring of HVAC systems at four locations, in an amount not to exceed \$496,100.

Suggested Motion: For information only this month.

Background: The Library, in partnership with County Facilities, has been working to move to a unified controls solution for several years. This contract represents the expected consolidation of the last four locations' (Monticello, Lenexa City Center, Blue Valley, and Edgerton) Building Automation Systems (BAS) under the same control system. Over the past two years, the Library has successfully reduced our energy usage by 25% - the BAS upgrades at other branches, in addition to lighting upgrades, made this possible. Improvements in energy efficiency, staff time, long-term maintenance costs, and system uniformity are expected by utilizing the same controls system for all library locations – which is also the same system the County uses. By adding BAS controls to these last four locations, our Facilities partners will be better able to monitor, troubleshoot, and track performance of major mechanical systems in these locations. Additionally, decreases in travel time are expected for these staff.

Analysis: The installation of the BAS and the consolidation of these systems under one platform are expected to reduce the Library's (and County's) overall energy usage and make more effective use of staff time by reducing travel between locations. Because the Library desires to consolidate all building control systems under one solution and the solution is regionally controlled by one vendor, an exception from competition is necessary.

Funding Overview: Funding for this work has been allocated in the approved 2025 CRP budget.

Alternatives: 1) Authorize the contract. 2) Do not authorize the contract, which would result in no improvements in energy utilization or staff time to monitor and troubleshoot these four locations.

Recommendation: Staff recommends the Library Board authorize an Exception from Competition to contract with Control Service Company for this work.

Purchasing Review: FMA-Purchasing has reviewed this procurement, ensuring the recommendation meets the requirements of the county's purchasing policies and concurs with the recommendation.

Budget Review: Costs for this work have been planned for in the 2025 CRP budget.

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

Suggested Motion: None, for information only and will come back for action in June 2025.



Innovative Solutions for Healthier Environments

3621 NE Akin Drive · Lee's Summit, MO 64064
main 816.600.5800 · www.controlservice.com

Ed Huff
Senior Maintenance Specialist
Facilities Management
11880 S. Sunset Dr.
Olathe Ks. 66061
Direct 913-826-1082
Mobile 913-617-4961
Office 913-715-1100
Kansas Relay Operator 800-766-3777

April 21, 2025



Re: Johnson County – Library Controls Upgrade Project – 2025 Priority Libraries (Revision 5 – updated details at each library)

Ed:

We are pleased to provide the following proposals for the Controls Upgrade on the four Libraries you requested and that we did walk throughs of on September 18, 2024. Our proposals are based on those walkthroughs, existing control drawings provided, and our subsequent meeting to gather screen shots of Blue Valley and Corinth.

Blue Valley: \$66,000

- Automated Logic Presence in the facility.
- Replace the current Staefa Talon control system
- New ALC router.
- 1 Large AHU. full control.
- Humidifier
- 2 Boiler and 2 pumps. full control.
- Snow melt system
- Exterior lighting contactor. Currently on electric timer.

Edgerton: \$28,000

- Automated Logic presence in the facility
- New router.

- 2 - Split Systems. Add 2 water detection sensors for these.
- Exterior lighting contactor. Currently on electric timer.

Lenexa City Center: \$192,000

- Use the existing router installed for the lighting controls.
- Replace the current Staefa Talon control system
- New router for BAS.
- 2 Large AHU. full control.
- 2 Boiler and 2 pumps. full control.
- 1 Chiller and 2 pump. full control
- 29 VAV Boxes with reheat valves
- 1 FCU with HW & CW valves
- 1 Unit Heater
- 2 Exhaust Fans
- Metering for water, gas, power: BACnet - connect to G5CE

Monticello: \$165,000

- Use the existing router installed for the lighting controls.
- Replace the current Staefa Talon control system
- New router for BAS.
- 1 Large AHU. full control. Replace temp sensors.
- 2 Boiler and 2 pumps. full control.
- 1 Chiller and 1 pump. full control + integration to chiller.
- 35 VAV Boxes with reheat valves
- 1 FCU with HW & CW valves
- 1 Unit Heater
- 2 Exhaust Fans
- Metering for water, gas, power: BACnet - connect to G5CE

Scope and Equipment monitored/controlled

- HVAC Controls:
 - Automated Logic presence in the building
 - Each library will either have existing controls replicated or for those with no controls we will control/monitor the existing HVAC equipment and any exterior lighting currently on timers.
 - Design, programming, graphic generation, installation, and startup/checkout

Details and Exclusions:

- Price is for straight time
- Wiring in open plenum rated cable

- Taxes

Thank you for this opportunity to work with Johnson County Government. Please give me a call if you have any questions or need anything else.

Thank You,



Stanley P. Chandler
816-309-0904
schandler@controlservice.com

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « 2025 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Board of Directors of the Johnson County Library » « »
« Johnson County Library »
« 9875 W87th St. Overland Park »
« Kansas 66212 »

and the Contractor:
(Name, legal status, address and other information)

« Control Service Company » « »
« 3621 NE Akin Drive »
« Lee's Summit MO 64064 »

for the following Project:
(Name, location and detailed description)

« Library Controls Upgrade Project. »
« Branches: Blue Valley, Edgerton, Lenexa City Center and Monticello »
« 9875 W87th St. Overland Park »
« Kansas 66212 »

The Architect OR the Engineer, hereinafter the Architect:
(Name, legal status, address and other information)

N/A

Whenever the terms "Architect" or "Architect's" appear in the provisions or headings of the Contract Documents, such terms shall be replaced with "Consultant" or "Consultant's", respectively, as the case may be. This change shall apply to all forms of the terms, unless otherwise indicated, or unless such change would render the meaning of the context of the specific provision or heading thereof nonsensical.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« After Approval of Library Board on June 12th 2025 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than « » (« March 13th 2026 ») calendar days from the date of commencement of the Work.

[] By the following date: «TBD »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Blue Valley	Nov 15 th 2025
Edgerton	Sep 30 th 2025
Lenexa City Center	Feb 14 th 2026
Monticello	Dec 15 th 2025

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section 3.2 below

[] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « Four hundred ninety-six thousand one hundred dollars » (\$ « 496,100.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
Unforeseen Conditions and Owner Contingency (controlled by owner)	\$45,100.00

§ 3.3 Cost of the Work Plus Contractor's Fee

INTENTIONALLY OMITTED

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

INTENTIONALLY OMITTED

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Except as otherwise provided herein, Contractor's maximum liability for any delay related damages, including, but not limited to, any direct, indirect, consequential and/or liquidated damages (if liquidated damages are assessed to Contractor by Owner), Contractor will pay to Owner \$250.00 daily but shall not exceed (30%) of the value of this Contract..

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect/Engineers not later than the «first » day of a month. Payment of amounts due to the Contractor from the Owner, except retainage, shall be made within thirty (30) days after the Owner receives a certified, properly completed, undisputed request for payment according to the terms of the Agreement, unless extenuating circumstances exist which would preclude approval of payment within sixty (60) days. If such extenuating circumstances exist, then payment shall be made within seventy-five (75) days after Owner receives payment request.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Five percent (5%) of the amount of each Application for Payment retained until final completion and acceptance of all Work covered by the Contract. If during the course of performance of the Work, the Owner determines that a higher rate of retainage is required because the Contractor has failed to meet the terms of the Agreement, is not performing according to the Construction Schedule, shows poor workmanship or other issues, the Owner reserves the right to increase the retainage amount up to, but not exceeding, ten percent (10%) of the value of the Agreement.

« »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«10 » % «per annum »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment.
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect when apply in accordance with Section 15.7.1.
- .4 the Contractor has submitted a final Release of Claims, certifying that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
- .5 the Contractor has submitted a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- .6 the Contractor has submitted a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- .7 consent of surety, if any, to final payment.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 INTENTIONALLY OMITTED

§ 6.1.3 INTENTIONALLY OMITTED

§ 6.1.4 **The Specifications:**

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«N/A»

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

»

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[] Exhibit A, Determination of the Cost of the Work.

[] Exhibit B, Standards for Delivery of Electronic Document Information.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[] **The Sustainability Plan:**

Title	Date	Pages

[] **Supplementary and other Conditions of the Contract:**

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.3.1 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and by the Owner's own forces, including persons or entities under separate contracts not administered by the Contractor.

§ 7.3.2 Knowledge

The terms "knowledge", "recognize", and "discover", their representative derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 7.3.3 Persistently

The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.

§ 7.3.4 Provide

When the word "provide" including derivatives thereof is used, it shall mean to properly fabricate, transport, deliver install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their

respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

§ 7.7 Building Information Models Use and Reliance

INTENTIONALLY OMITTED

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 7.9.2 INTENTIONALLY OMITTED

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 INTENTIONALLY OMITTED

§ 8.1.2 Unless otherwise provided for in the Contract Documents, the Owner shall, upon the written request of the Contractor, furnish or make available surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site; provided, however, the Owner makes no representation as to the accuracy of any such information provided to the Contractor under the provisions of this

Section and the Contractor shall be required to verify the accuracy of any such information furnished by the Owner and report back to the Owner within five (5) calendar days of any omissions, errors, or inconsistencies in the furnished information discovered by the Contractor.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. If payments then or thereafter due are insufficient, the Contractor shall pay the difference to the Owner.

§ 8.4 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

§ 9.5.1 Following execution of the Agreement, the Owner shall provide the Contractor with a Kansas State Sales Tax exemption Certificate number issued by the Kansas Department of Revenue to be used by the Contractor as allowable for sales of tangible personal property services purchases by the Contractor for the Work or portion thereof. The Contractor shall furnish the number of such certificate to all suppliers from whom purchases are made, and such suppliers shall execute invoices covering same bearing number of such certificate. All such invoices shall be held by the Contractor for a period of five (5) years from the date of such invoices and shall be subject to an audit by the Kansas Department of Revenue.

§ 9.5.2 Upon completion of the Project, the Contractor shall file with the Owner a notarized statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailer's State Tax and Kansas Compensating Use Tax.

§ 9.5.3 The Contractor shall assume responsibility and be liable for the proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate and any and all taxes that are not otherwise exempt under the certificate.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and

regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.8.3 Should the updates to the Construction Schedule show the Contractor to be twenty (20) or more calendar days behind the Baseline Schedule at any time during the construction, the Contractor shall work with the Owner and Architect to prepare a recovery plan for returning the Project to a completion within the current Final Completion Date. The Owner reserves the right to withhold payments to the Contractor until a reasonable recovery plan is submitted and accepted by the Owner. All costs associated with the preparation of the recovery plan shall be the Contractor's responsibility unless the delay was caused by reasons beyond the control of the Contractor.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 10.6. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities.

§ 9.9.4 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 9.9.5 Electronic Documentation submittals: The Contractor shall submit electronic data in accordance with Exhibit B, Standards for Delivery of Electronic Document Information.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Concealed or Unknown Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner or Contractor disputes the Architect's recommendation, either party may proceed as provided in Article 21.

§ 9.16 Indemnification

§ 9.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and their respective officers, consultants, agents and employees from and against claims, damages, losses and expenses, including but not limited to lost revenues or profits and attorneys' fees, arising out of or resulting from the Contractor's failure or refusal to perform the Work required by the Contract Documents, or arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or damage or destruction of property personal or real, including loss of use resulting therefrom, caused in whole or in part by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.16.1. The Contractor's obligation to indemnify and hold harmless the Architect shall apply only to the extent that the Owner's agreement with the Architect contains a reciprocal indemnification and hold harmless provision protecting the Contractor.

§ 9.16.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be

liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT/ ENGINEER

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the conclusion of the one year warranty period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, provided, however, the Architect shall be responsible for promptly notifying the Owner of the failure of the Contractor, Subcontractors, or any other persons performing any of the Work, in failing to use proper construction means and method, techniques sequences, procedures, safety precautions and programs, but only to the extent the Architect becomes aware of, or should, exercising due professional diligence, be aware of the same, and shall also promptly notify the Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect/Engineer has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 9.2, 9.4 and 9.9. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions

on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 INTENTIONALLY OMITTED

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.1.1 The Owner shall require his own forces and his separate contractors to coordinate their activities with the Work of the Contractor, who shall cooperate with them.

§ 12.1.2 The Contractor shall participate with other separate contractors and the Owner in coordinating their construction schedules with the Baseline Schedule and the Construction Schedule. The Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 INTENTIONALLY OMITTED

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is materially delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

Contractor shall be entitled to an increase in Contract Sum as a result of the delay or hidden issues, upon written agreement of the Owner.

The Contract Time will not be extended due to normal inclement weather. The Contractor shall include in all schedules an allowance for calendar days, for which, according to historical data in the location of the project, work subject to normal inclement weather cannot be performed.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect and Owner, before the first Application for Payment, and if necessitated by Change Orders, updated from time to time thereafter, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form and supported by the data to substantiate its accuracy required by the Architect and Owner. This cost loaded schedule of values, when and only when approved in writing by the Architect and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Additionally, with each Application for Payment, the Contractor shall submit the current Construction Schedule including updated cost loading reflecting all changes to date to the Cost of the Work.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement, and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved in writing by the Architect in accordance with the Contract Documents.

§ 15.4 Certificates for Payment

§ 15.4.1 Procedure:

- .1 At least seven days (7) before the date established for each progress payment submittal, the Contractor shall submit to the Architect and Owner, a draft of the Application for Payment for operations completed in accordance with the most recently approved schedule of values as required under Section 15.1, for completed portions of the Work. The application shall be notarized, shall reflect retainage provided for in the Contract Documents and be supported by such data substantiating the Contractor's right to payment as the Owner or Architect require, including but not limited to, requisitions from Subcontractors and material suppliers and properly executed Release of Claims forms.
- .2 Such application shall be accompanied by monthly releases of claims by the Contractor, Subcontractors and selected material suppliers whose work coincides with the application for payment and cost loaded schedule of values. Failure on the part of the Owner or Architect to enforce this requirement either at any single time or repeatedly during the course of the Project shall not constitute or be deemed a waiver on the part of the Owner or Architect thereafter to enforce this requirement upon the Contractor.
- .3 At least four (4) days before the date established for each progress payment submittal, the Owner, Architect, and Contractor shall meet to review the submitted draft. The parties shall resolve any questions or concerns raised. The contractor, based on the outcome of the meeting, shall adjust his draft Application for Payment accordingly and submit a notarized, signed Application for Payment to the Architect.
- .4 The Architect shall date stamp the signed application upon receipt. If it is in accordance with outcomes decided in Section 15.3.4 and all other provisions of this Contract, the Architect will, within two (2) business days, issue to the Owner a Certificate for Payment, with a copy to the Contractor. If it is not in accordance, the Architect shall notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 INTENTIONALLY OMITTED

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven (7) business days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Notwithstanding anything in the Section 15.5.1 to the contrary, the Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a subcontractor of any tier, (ii) obligations from the Owner to such subcontractor, or (iii) rights in such subcontractor against the Owner. Further, to the extent permitted by law, any disputes between the Contractor and subcontractor shall not affect the contract time or cost between the Owner and Contractor.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 INTENTIONALLY OMITTED

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Receipt of Electronic Documentation shall be a condition of determining that the Work has been completed in accordance with terms and conditions of the Contract Documents.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

§ 16.1.6 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 16.1.7 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 calendar days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and notify the Owner and Architect within twenty-four (24) hours maximum by phone or email in writing of the condition. When the material or substance has been rendered harmless by an authority of the Owner's choosing, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, if any.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 16.2, except to the extent that the cost and expense are due to the Owner's fault or negligence

§ 16.3 Hot Work Permits

Contractor shall utilize and provide certification that all "Hot Work" associated with demolition and renovation, and new construction is being monitored by use of Factory Mutual Hot Work Permits.

§ 16.4 Red Tag System

Contractor shall utilize the Factory Mutual Red Tag System at all times when the fire protection equipment is taken out of service. The Owner shall be advised at least twenty-four (24) hours prior to all times when the fire protection equipment is impaired or out of service.

§ 16.5 Material, Equipment And Quality Assurance

§ 16.5.1 Systems and components used in the construction of the Work shall be Factory Mutual Engineering and Research (FMER) listed and labeled.

§ 16.5.2 Contractor shall perform all Work in accordance with the most current edition of the NFPA 70e Standard for Electrical Safety in the Workplace. Perform arc flash hazard analysis, prepare and submit written report to Owner and install labeling in compliance with Article 130 of NFPA 70e.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall carry and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall carry and maintain in force for the duration of the Contract the insurance required

by this Agreement, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Article 17.1.2 of the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.16. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) Owner, specifically the "Board of County Commissioners of Johnson County, Kansas, the Board of Directors of the Johnson County Library and their respective officers, Commissions, Agencies and employees," and the Architect and the Architect's Consultants as Additional Insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and during the Contractor's completed operations. The Additional Insured requirement does not create a partnership or joint venture between the Owner and Contractor under this Contract. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

<< >>

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « one million dollars» (\$ « 1,000,000 ») each occurrence, « two million dollars» (\$ « 2,000,000 ») general aggregate, and « two million dollars» (\$ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

ISO Form CG0001 or its equivalent with no amendments to the definition of an insured contract including Premises and Operations; Products and Completed Operations Liability; and Contractual Liability. The Liability insurance shall include Blasting, Explosion, Collapse, and Underground coverage.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « one million dollars» (\$ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation and Employer's Liability:

- .1 Statutory Workers' Compensation including an all-states endorsement
- .2 Employer's Liability (E.L. and Disease):
 - .1 Bodily Injury by Accident \$1,000,000 Each Accident
 - .2 Bodily Injury by Disease \$1,000,000 Policy Limit
- .3 Bodily Injury by Disease \$1,000,000 Each Employee

§ 17.1.6 **Umbrella (Excess Liability)** "INTENTIONALLY OMIT"

§ 17.1.7 If the contractor is required to furnish professional services as part of the work, the Contractor shall procure Professional Liability insurance covering performance services with policy limits of not less than « one million dollars» (\$ « 1,000,000 »)per claim and « two million dollars» (\$ « 2,000,000 ») in the aggregate.

§ 17.1.8 INTENTIONALLY OMITTED

§ 17.1.9 INTENTIONALLY OMITTED

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) within five (5) business days of renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1.

Any insurance coverages purchased by Subcontractor in excess of the minimum limits required in this Subcontract are for Subcontractor's benefit only and shall not be deemed insurance provided under this Subcontract for use by Contractor or any additional insureds.

All insurance must include The Board of Directors of the Johnson County Library as a Owner

Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of the County for the work performed by Contractor.

Board of Directors of the Johnson County Library, Johnson County, KS, its officers, Commissions, Agencies and employees shall be named as Additional Insured, on a primary and non-contributory basis, under the Commercial General Liability policy and Commercial Auto policies. The Additional Insured requirement does not create a partnership or joint venture between the Owner and Contractor under this Contract,

Prior to contract execution, the successful bidder shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

Board of Directors of the Johnson County Library

9875 W87th St. Overland Park
Kansas 66212

Johnson County, Kansas
C/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061

A brief description of the work to be performed, bid/project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

In the event Contractor procures insurance coverage that is not written on an "occurrence basis" Contractor shall at all times, including without limitation, after the expiration or termination of this Contract for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Contract (hereinafter "Continuing Coverage"). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to County. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose.

§ 17.1.11 The Contractor understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas and their respective officers, Commissions, Agencies and employees, shall apply in excess of and not be contributory with any insurance or self-insurance maintained by Contractor.

§ 17.1.12 The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Article, Certificates of Insurance have been submitted to Owner and such insurance has been approved by the Owner. Evidence of continuing coverage for the Contractor or for a Subcontractor or anyone directly or indirectly employed by any of them shall be mailed to Certificate Holder, within five (5) days of renewal or replacement. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

§ 17.1.13 All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work as provided by these Contract Documents. In addition, the Contractor shall maintain such commercial general liability and completed operations insurance for the statute of repose and furnish the Owner with evidence of continuation of such coverage. Certified copies of all insurance policies shall be provided to Owner, upon Owner's request.

§ 17.1.14 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.15 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies, including Owner's self-insured retentions, and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.16 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.17 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 Property Insurance

Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, in transit, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment

and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

§ 17.4 Performance Bond and Statutory Bond

The Contractor shall furnish a Performance Bond and Statutory Bond on forms supplied by the Owner and contained in the Bidding Documents in amounts each equal to one hundred percent (100%) of the initial Contract Sum as well as subsequent modifications thereto. Such bonds shall be executed by a surety company authorized to do business in the State of Kansas and require the appointment of a Kansas Resident Agent. The Statutory Bond shall be filed with the Clerk of the District Court of Johnson County, Kansas and receipt of filing furnished to the Owner. In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless provided in the Contract Documents.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within **one year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor at Contractor's expense shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the **one-year** period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The **one-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The **one-year** period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 Uncovering Work

§ 18.6.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 18.6.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If

such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner Shall be responsible for payment of such costs.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

The Contractor shall not assign the Contract without written consent of the Owner.

§ 19.2 Governing Law

The Contract shall be governed by the laws of the state of Kansas.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

« Gary Carl »
« Johnson County Facilities Management »
« 111 South Cherry Street, Suite 2100 »
« Olathe, Kansas 66061 »
« 913.715.1272 »
« gary.carl@jocogov.org »

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

« Stanley p. Chandler »
« schandler@controlservice.com »
« »
« Control Service Company.»
« 3621 NE Akin Drive »
« Lee's Summit MO 64064»

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 The following provisions shall apply to this and all resulting contracts and subcontracts with and between all contractors, subcontractors, vendors, and /or suppliers connected with this Project, except (i) those whose contracts with the Owner cumulatively total five thousand dollars (\$5,000) or less during the Owner's fiscal year or (ii) those contracts with and between all contractors, subcontractors, vendors and/or suppliers who employ fewer than four (4) employees during the term of this contract.

- .1 The Contractor shall observe the provision of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and amendments thereto, and the applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and amendments thereto and shall not discriminate against any person in the performance of work under present contract because of race, religion, color, sex,

physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.

- .2 In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights ("Commission");
- .3 If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract, and it may be canceled, terminated or suspended, in whole or in part, by the Owner; and
- .4 If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act or the ADA under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract, and it may be cancelled, terminated or suspended, in whole or in part, by the Owner.

§ 19.8 Notwithstanding anything to the contrary contained in this Contract or represented by either party to the other or by the Architect to either the Owner or Contractor, the Contractor warrants that each and every chemical substance or product offered, sold, handled, or used for the Work under this Contract, or otherwise, transferred by the Contractor to officers, employees, agents or authorized representatives of the Owner as the date of such offer, sale, transfer or use shall comply with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200.

§ 19.9 Right to Examine and Audit Records, Contract Change Order Procedures; Overcharges.

§ 19.9.1 The Contractor agrees that the Owner, or any of its authorized representatives, shall have access to, and the right to examine and audit, any and all books, documents, papers and records (collectively the "Records") of the Contractor involving transactions related to the contract (the "Contract") between the Owner and Contractor hereunder, or any change order or Contract modification thereto, or with compliance with any clauses thereunder. Such Records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers (collectively the "payee(s)") to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee(s). Further, the Contractor agrees to cooperate fully and will require all of its payees to cooperate fully in furnishing or making available to the Owner any and all such Records. The Owner's right to examine and audit any and all Records hereunder shall survive termination of the Contract.

§ 19.9.2 The Contractor agrees to follow the quality control change order processing system (the "System") utilized by Architect and Owner to ensure that any and all Contract change orders or Contract modifications (collectively the "Change Order(s)") that may be necessitated and result during the course of the performance of work or services rendered (the "Work") pursuant to, and under the requirements of, the Contract are warranted and properly processed. The System shall serve as a means for Owner and Contractor representatives to ensure the propriety, justification and timeliness of the Change Order(s), and dill documentation to enable the parties to examine how the price was determined, reviewed, evaluated, negotiated, and accepted or rejected.

§ 19.9.3 The Contractor agrees that is at any time following thirty-six (36) months of termination of the Contract (the "audited period"), an audit performed by or for the Owner hereunder of the Records and/or Change Order(s) pertaining to, or in connection with, the Work and/or the Contract reveals that any overcharges were paid by the Owner and were attributable to any error, omission, negligence, misrepresentation, or willful act on the part of the Contractor, or an of its officers, employees, subcontractors, agents or payees, then the Contractor, or any of its assigns or successors shall, within thirty (30) days of receipt of written notice from the Owner, refund upon demand, and be and remain liable to the Owner for payment of, any such overcharges revealed, including interest thereupon, for the audited period, as well as any and all out-of-pocket costs incurred by the Owner with the respect to conducting the audit and collecting the overcharges. Neither shall the making and acceptance of final payment under the Contract nor the termination of the Contract constitute a waiver of any claim on the part of the Owner to make demand upon the Contractor for any such overcharges and related costs thereto; provided, further, that any such demand of the Owner made upon the Contractor shall not be subject to claims and disputes procedural requirements or provisions, if any, of the Contract, but shall remain a continuing obligation of the Contractor until satisfied.

§ 19.10 Definitions:

Baseline Schedule – a cost loaded schedule defining all submittals and all significant construction activities and milestones necessary for the commencement and Final Completion of the Work by the Contractor or Construction Manager (if retained) and the work of the Owner’s own forces and separate contractors. The Baseline Schedule shall be prepared by the Scheduling Consultant, Contractor, or Construction Manager (if retained) and shall be mutually accepted by the Owner, Architect and Contractor or Construction Manager (if retained) prior to issuance of a Notice To Proceed.

Construction Schedule – Originating from the Baseline Schedule, including cost loading and updates to reflect change in the Cost of Work, and modified by the Contractor or Construction Manager (if retained) as they deem necessary to perform the Work thereafter, however, increases in time to achieve: 1) milestones, 2) completion of phases, 3) Substantial Completion or 4) Final Completion, shall require approval through the Claims and Disputes process identified in Article 21. If a Scheduling Consultant is responsible for maintaining and modifying the Construction Schedule, the Contractor or Construction Manager (if retained) shall provide all necessary information to the Scheduling Consultant so that he can perform his duties.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 INTENTIONALLY OMITTED

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner’s convenience, if any.)

« In accordance with the Contract Documents »

§ 20.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as direction by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders

§ 20.3.2 Upon termination by a court of competent jurisdiction that termination of the Contractor pursuant to Section 20.2 as wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to the Section 20.3 and the provisions of this Section 20.3 shall apply. The prevailing party shall be entitled to reasonable attorney's fees and costs associated with defense of a the improper termination action."

§ 20.3.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents and costs reasonable incurred by reason of such termination, along with reasonable overhead and profit thereon.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 20.4.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 INTENTIONALLY OMITTED

§ 21.2.2 INTENTIONALLY OMITTED

§ 21.3 Time Limits on Claims

INTENTIONALLY OMITTED

§ 21.4 The Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

§ 21.5 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 21.6 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the

requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will render an initial decision.

§ 21.7 The Architect will render an initial decision that either rejects or approves the Claim in whole or in part. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 21.8 Either party may, within 30 days from the date of an initial decision, file for binding dispute resolution within 60 days of the initial decision. Failure to demand binding dispute resolution within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor, and shall result in a waiver by both parties of their rights to pursue binding dispute resolution proceedings with respect to the initial decision.

§ 21.9 INTENTIONALLY OMITTED

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

INTENTIONALLY OMITTED

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Jeffrey Mendoza.
Board Chair, Board of Directors of the Johnson
County Library »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »

(Printed name and title)

APPROVED AS TO FORM:

Andrew Logan

Counsel to the Board of Directors of the Johnson County Library

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: 5/8/2025

Re: Consideration of agreement with American Heart Association (Informational Only)

Issue: Consider approving the MOU with the American Heart Association’s “Libraries With Heart” program to provide libraries with self-service blood pressure machines for the public.

Suggested Motion: I move that the Library Board approve the MOU with the American Heart Association to provide blood pressure monitoring machines to the Library.

Background: The American Heart Association and HCA Midwest Health have made blood pressure monitors available to several library organizations across Kansas City. Currently Mid-Continent Public Library and Kansas City Public Library partner with the Libraries with Heart program. Johnson County Library has previously had a blood pressure monitor in our Central Resource Library in partnership with the Department of Health and Environment. This device was well used. The proposal is to accept a blood pressure monitor for each of our branches to provide free access to quality blood pressure information and testing for our community.

Analysis: Installing blood pressure machines can support underserved populations who may not regularly visit a healthcare provider. The machines are simple to use, have minimal space requirements, and do not gather patron information.

Funding Overview: There is no cost to the library for the blood pressure monitors or public information. All machines and related installation costs will be covered through a grant from the American Heart Association. The library would incur costs for any furniture necessary to provide the service and ongoing costs for receipt printer paper.

Alternatives: To not approve the MOU and not accept the devices for our community.

Recommendation: Approve the MOU with the American Heart Association.

Legal Review: Library legal counsel has approved this agreement as to form.

COLLABORATION AGREEMENT
Between
American Heart Association, Inc.
&
Johnson County Library

BACKGROUND

The American Heart Association, Inc. (“AHA”) and Johnson County Library share common priorities and interests regarding the health and well-being of all members of the Kansas City community. The American Heart Association and Johnson County Library are aligned in our focus on eliminating health disparities and improving cardiovascular health through efforts targeting access to healthy blood pressure resources, and high-quality patron education. This collaboration will capitalize on the strengths of each organization to achieve our goals to build health equity.

PURPOSE AND ACTIVITIES

This Collaboration Agreement will outline the anticipated roles, responsibilities, and joint activities between the AHA and Johnson County Library. The purpose of this relationship is to create meaningful and sustainable improvements to the management of patron blood pressure, and cardiovascular health progress toward the goals and targets set in the AHA campaigns. We seek to improve the health of individuals in Kansas City by sharing information about programs, products, and services to:

1. Increase education and outreach in the community on heart disease, hypertension, and stroke;
2. Increase patient understanding and practice of self-measured blood pressure;
3. Spread key campaign messages regarding hypertension awareness and prevention, healthy lifestyles, and recognition of cardiovascular warning signs.

The AHA will carry out activities such as the following to achieve these goals:

- The AHA will assign a lead staff member to function as the main point of contact between the AHA and Johnson County Library.
- The AHA will provide Johnson County Library with one table-top blood pressure monitor and standardized education materials for patients who are most impacted by hypertension and experience the greatest barriers to healthcare resources.
- The tabletop blood pressure monitor is being provided by AHA in an “as is” condition with all faults, and AHA makes no warranties or guarantees of any kind related to the cuffs. The Johnson County Library acknowledges and agrees to the terms and conditions of the release attached hereto as Attachment A.
- The AHA will provide educational materials on accurate blood pressure management.
- The AHA will provide training resources to orient Johnson County Library staff to the initiative, blood pressure education, and resources which include a list of clinics willing to see individuals whose BP is elevated or have other needs.

The Johnson County Library will carry out activities such as the following to achieve these goals:

- The Johnson County Library, in collaboration with AHA, will establish a blood pressure screening hub and a patron information packet with resources on how to self-monitor blood pressure and how to achieve a healthy blood pressure level. This will include guidance and resources to help foster connections/referrals to local health care organizations for participants when needed.
- The Johnson County Library will identify at least one person to serve as the AHA primary contact.
- The Johnson County Library will display blood pressure posters and other materials.
- The Johnson County Library commits to providing timely and accurate updates of the program via occasional conversations or exchanges with the AHA.

EVALUATION OF RELATIONSHIP

The AHA and Johnson County Library will jointly evaluate the effectiveness of this relationship on a regular basis based on mutually agreed upon criteria to establish our future direction and continued collaboration.

COMMUNICATIONS

Any materials or messaging, including media announcements and press releases, created by either party that refer to the Johnson County Library or its programs or materials, must receive prior written approval by the Johnson County Library. Neither party may display the trademarks or logos of the Johnson County Library or copy or distribute copyrighted works of the Johnson County Library, without specific prior written approval to do so. Each party reserves the right to update or change any of its trademarks or logos after giving ninety (90) calendar days' notice to the Johnson County Library.

OWNERSHIP OF MATERIALS

Each party acknowledges and agrees that the other party owns the copyright in all copyrightable works it provides or creates prior to this Collaboration.

TRADEMARKS

Johnson County Library acknowledges the AHA's ownership of the American Heart Association name and heart-and-torch logo (hereinafter referred to jointly as the "AHA Servicemarks"). This agreement shall not be construed to grant Johnson County Library any license to use the AHA Servicemarks.

FUNDING

Nothing in this agreement shall be deemed to be a commitment or obligation of AHA and Johnson County Library funds.

TERM

This agreement is at-will and may be modified by mutual consent of authorized officials from the AHA and Johnson County Library. This agreement shall become effective upon signature by authorized officials from the AHA and Johnson County Library and will remain in effect for a period of one (1) year or until modified or terminated by either party by mutual consent or upon 60- days prior written notice. AHA may terminate this agreement immediately if, in its reasonable discretion, AHA believes that the continuation of this agreement would violate any underlying third-party funding agreement.

INDEMNIFICATION; IMMUNITY; INSURANCE

To the fullest extent permitted by law, the parties shall each indemnify and hold harmless the other parties, and their respective board members, trustees, officers, directors, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the indemnified party, or its board members, officers, representatives, agents and employees, arising from the indemnifying party's breach of this agreement or resulting from the negligent or intentional acts, errors or omissions, or any failure to perform any obligation undertaken by the indemnifying party, or its respective agents, employees or contractors arising out of the indemnifying party's performance under this agreement.

Each party shall procure and maintain, during the period of this agreement, insurance coverage sufficient to satisfy the liabilities specifically assumed by the party pursuant to this agreement.

GOVERNING LAW

For nongovernmental entities, the law of Texas will apply to this Agreement; venue for any claims will be in the state or federal courts with jurisdiction in Dallas, Texas. For governmental entities, governing law will be in the state in which the entity is a part.

**Laura Lopez / Executive Director
American Heart Association, Inc.**

Date

**Jeffrey Mendoza, Board of Director Chair
Johnson County Library**

Date



Please confirm the exact address for shipping the table top blood pressure monitors:

Entity Name:

Attn:

Address:

City, State, ZIP:

Attachment A

Equipment Release

As part of this blood pressure improvement initiative, the American Heart Association ("AHA") is providing Automated, Home Blood Pressure Monitors ("Equipment") to ORGANIZATION ("Recipient").

Consent to Usage

Recipient acknowledges that it has received the Equipment at no cost for the purpose of conducting health screenings and self-monitoring programs. The program may include, but are not limited to, measuring blood pressure, height, weight, or body mass index.

Disclaimer of Warranty

AHA provides this new Equipment in an "as is" condition with all faults, and makes no warranties or guarantees of any kind, and expressly disclaims any and all warranties of any kind or nature, whether express, implied, or statutory regarding the Equipment, including but not limited to the accuracy, completeness, correctness, timeliness or usefulness of any information, programs, products, services, or other material provided through or derived from use of this Equipment, or of reliability, non-infringement, merchantability or fitness for a particular purpose. AHA makes no representation, warranty or guarantee that use of the Equipment will be uninterrupted, timely, secure, or error free, or free of viruses or other harmful elements, and such warranties are expressly disclaimed.

By accessing or using the Equipment, Recipient agrees to comply with all applicable federal, state, and local laws and/or regulations which may relate to the Equipment, including, but not limited to, any laws related to privacy and/or protection of individual's protected health information.

Provision of Equipment Does Not Amount to Recommendation or Endorsement of Product

AHA's provision of Equipment to Recipient is not intended as a recommendation or endorsement by AHA of the Equipment, the manufacturer, or any related products. AHA shall not be liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any of the Equipment's products or services.

Medical Disclaimer

Recipient acknowledges that AHA's provision of Equipment is to produce general information only. Use of the Equipment is not intended to result in, or to be construed, as medical advice, diagnosis, and treatment by healthcare provider, and/or patients or other individuals, and is not a substitute for consultations with qualified health professionals who are familiar with any patient's individual medical needs.

The health screening measurements, tests, explanations, etc. do not establish a physician-patient relationship. Recipient will ensure its participants understand that any concerns about their health should be immediately addressed by a healthcare provider, and that it is the participant's responsibility, and not that of the AHA, Recipient, or other organizations associated with this health screen, to schedule a visit with a healthcare provider in order to confirm the results of the health screen and to obtain advice and treatment from a healthcare provider.

Limitation of Liability

Recipient agrees not to sue, and to forever and completely release, indemnify, defend, save and hold harmless AHA, its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents from all claims arising out of or related to access or use of provided Equipment for this program. In no event will AHA or its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents be liable to Recipient, anyone claiming by, through or under Recipient, or anyone else for (i) any decision or action taken, or not taken, in reliance upon the information contained or provided through the Equipment, (ii) claims arising out of or related to the Equipment, (iii) Recipient's use of Equipment, or (iv) for any incidental, indirect, special, consequential or punitive damages, including but not limited to, possible health side effects, loss of revenues, damages, claims, demands or actions. The foregoing release, indemnity, and limitation of liability shall be as broad and inclusive as is permitted by the state in which you operate.

Personal Information

Recipient understands that AHA does not retain screening results or any other information provided by the participants in this program or generated from Recipient's use of the Equipment.

The foregoing release shall be as broad and inclusive as is permitted by the State or Province in which the Recipient is located. If any portion of it is held invalid, the remainder shall continue in full force and effect.

ORGANIZATION REP
ORGANIZATION

Date

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: May 8, 2025
Re: Walk and Read sign installation at Central Library property by Third Party

Issue: Consider authorizing the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.

Suggested Motion: I move to authorize the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.

Background: Johnson County Library (“Library”) and the City of Overland Park (“City”) have a Memorandum of Understanding (MOU) that establishes a relationship regarding cooperative “Walk and Read” events. To further our partnership, the City is constructing an accessible concrete path and installing signage infrastructure that provide for changeable colorful images that promote literacy, physical activity, and family time in the community. The City’s Strang Park is one location for the Walk and Read programming, and adjacent to the Central Library. There are a total of eighteen (18) locations in Strang Park where the signage would be installed, and both parties desire to install the same signage infrastructure on the Library’s property.

Johnson County Health and Environment Services is an additional partner for this programming.

Analysis: Because the Board of Directors of Johnson County Library owns the Library property and a third party is performing the work, the Board has the authority to approve or reject this installation.

Funding Overview: No Library funding is required for this work.

Alternatives: Do not approve the installation, which would result in a need for other locations to be determined for these Walk and Read Signs

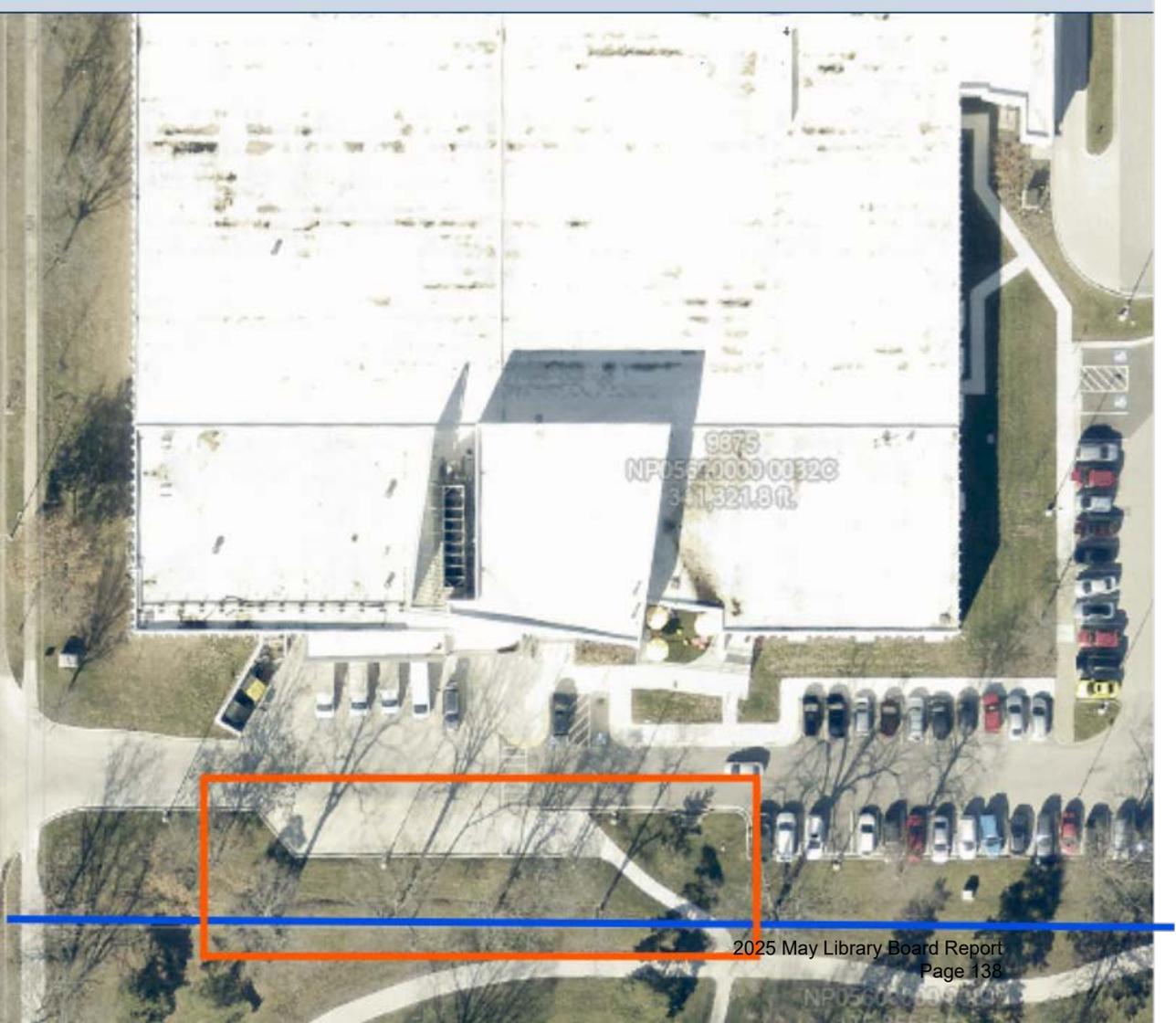
Recommendation: To authorize the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.

Purchasing Review: N/A

Budget Review: N/A

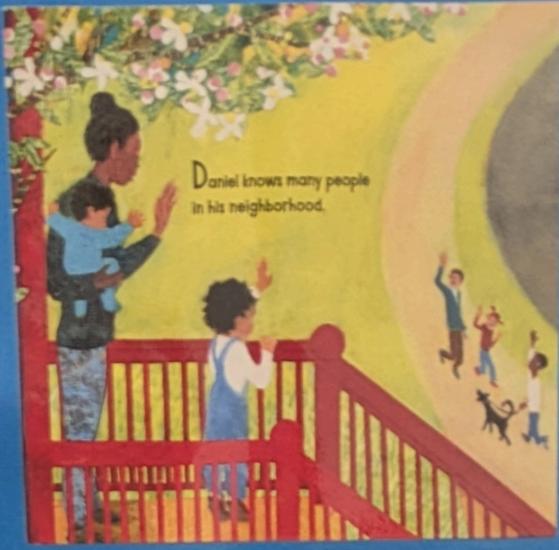
Legal Review: Reviewed

Suggested Motion: I move to authorize the installation of up to three (3) Walk and Read signs on the Central Resource Library property, adjacent to Strang Park, to be performed by the City of Overland Park.



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Daniel knows many people
in his neighborhood.

**How many people do you
know in your neighborhood?**





Book of Common Prayer
JOHN COUNTY Library
DIXIE LANDMARK