



**Board Report
December 12, 2024**

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, DECEMBER 12, 2024
Central Resource Library
Carmack Community Room
9875 W 87th St Overland Park, KS 66212
4:00 p.m.

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

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

- I. Call to Order
 - A. Pledge of Allegiance
- II. Citizen Comments.....4
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Kelly Kilgore
 - C. Development Department: Written reports presented by Amber Bourek Slater, Volunteer and Friends Engagement Coordinator.....5
 - D. Board of County Commissioners, Shirley Allenbrand
- IV. Reports
 - A. Board Counsel – Andrew Logan and Fred Logan
 - 1. Review ARM 50-20-70 Disposal and Transfer of Library Real Property
 - 2. Review ARM 50-30-25 Contracts and the role of Board Counsel in contract reviews
 - B. County Librarian Report – Tricia Suellentrop, County Librarian
 - 1. Finances and Statistics
 - a) Financial Report, Dave Vratny, Finance Director.....8
 - b) Development Department Trends, Shelley O’Brien, Development Director.....13
 - 2. Comprehensive Library Master Plan – Scott Sime, Project and Events Manager, and Megan Clark, Project Coordinator
 - a) Spring Hill and De Soto, Megan Clark, Project Coordinator.....23
 - b) Capital Projects: Timeline Summary, Scott Sime, Project and Events Manager.....27
 - 3. Updates – Tricia Suellentrop, County Librarian
 - a) Writers’ Conference, Katherine Fuller, Program Services Specialist.....30
 - b) Election Support Update, Ashley Fick, Program Coordinator.....36
 - c) Library Weather closing procedure, Ben Sunds, Associate Director for Customer Experience
 - d) Library Board Conference Attendance, Tricia Suellentrop, County Librarian
 - e) Patron Printing Deposits Update, Tricia Suellentrop, County Librarian.....44
 - f) County Librarian Appraisal Update, Tricia Suellentrop, County Librarian, and Anna Van Ophem

V. Consent Agenda

A.	Action Items:	
1.	Minutes of the November 14, 2024 Regular Library Board meeting.....	46
2.	2025 renewals of Memoranda of Understanding (MOUs) Consideration of approval of the MOUs for Johnson County Parks & Recreation District on behalf of Johnson County Museum, Strawberry Week Society, Johnson County Library Foundation.....	56
3.	Consider approving the temporary closure of the Central Resource Library for Library Lets Loose 2025, Shelley O'Brien, Development Director.....	70
4.	2025 renewal of agreement for legal services with Logan Logan & Watson.....	71
5.	2025 SirsiDynix contract renewal.....	73
B.	Information Items	
1.	Financial and Personnel	
a)	The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for October 2024 were handled in accordance with library and County policy.	
b)	The October 2024 Revenue and Expenditure reports produced from the County's financial system reflect the Library's revenues and expenditures.	
C.	Gift Fund Report	
1.	Treasurer's Report.....	75

VI. Old Business

None.

VII. New Business

A.	Action Item: Consider authorizing a contract for sale of the Antioch Property, Tricia Suellentrop, County Librarian.....	76
B.	Action Item: Consideration to remain open on holidays due to extreme temperature, Tricia Suellentrop, County Librarian.....	87
C.	Information Item: Consideration of renewal of MOU with the Johnson County Genealogy Society, Adam Wathen, Associate Director for Branch Services.....	89
D.	Information Item: Consideration of renewal of MOU with the Catholic Charities, Adam Wathen, Associate Director for Branch Services.....	96
E.	Information Item: Consideration of renewal of MOU with DTI/AIMS, Ben Sunds, Associate Director for Customer Experience.....	109
F.	Information Item: Consideration of renewal of MOU with InterUrban ArtHouse, Jennifer Mahnken, Associate Director for System Wide Services.....	115
G.	Information Item: Consideration of renewal of MOU with County Payroll, Dave Vratny Finance Director.....	122
H.	Information Item: Consideration of Collection Development Policy, Lacie Griffin, Collection Development Manager.....	128

VIII. Adjournment

CITIZEN COMMENTS

December 2024

November 22, 2024

We hope the Corinth Library Branch can obtain the YMCA property at 79th and Delmar for our new branch. It's only 3 blocks from the current location, and this is a once in a lifetime opportunity. All of us who live across from the Y, are excited for this idea of a new, one story library, with plenty of parking. We would love the library at the former YMCA location across from us. I've been a patron of the Corinth library since it opened in 1963.

Sincerely,

Karen Chapman 913 649-2809



Monthly Report of the
Volunteer & Friends Engagement Coordinator Amber Bourek Slater
to the Board of Directors of Johnson County Library
December 2024

Update on New Friends Pop-up Sale Space

In 2025, the Friends of Johnson County Library will be expanding their square footage by moving the book sale operations next door to their headquarters at 8281 Melrose Drive. The tenant moved out at the end of November and construction is starting soon to update. They anticipate it taking 6-8 weeks. Once complete, the Leawood Rotary will help reassemble the bookcases from the former Antioch Branch. In addition to a larger space, the Friends will be open additional hours for sales.

Thanking Volunteers

Seven Johnson County Library branches served as election day polling sites. The Friends coordinated with the Library and the Johnson County Election Office to delivery coffee and donuts to all the election volunteers serving at libraries. This was met with great appreciation.

In November, the Friends also thanked our Lakeview Village volunteers with cookies. For two years, residents have been testing donated puzzles to sell at Pop-up sales. In 2024, Lakeview Village and 31 individual volunteers have tested over 450 puzzles.

In addition, the Friends would like to recognize the outstanding leadership of retiring board member Jodie Dietz. For six years, she has served on the Friends Board of Directors. One of her biggest accomplishments was helping lead advocacy efforts. Jodie's contributions were recognized and celebrated at the Triboard reception in November.

Community Partnerships

In November, Serendipity Labs hosted the Friends of JCL book discussion group with their business office space customers. They discussed the very popular "Thursday Night Murder Club" by Richard Osman. The book club was a kick-off for a book drive. If you know any business, service organizations, or students interested in hosting a book drive, the Friends now have a book drive tool kit people can download from their website. Click here to learn more - <https://friendsofjcl.org/host-book-drive/>

In December, the Friends are doing a family activity pre-event during the performance of "The Nutcracker & the Mouse King" at the Midwest Trust Performing Arts Center at Johnson County Community College. This is the fourth time the two organizations have worked together for cross promotion of literary themed shows.

The Friends have also partnered with Bonfire to sell Friends themed merchandise on their website. The first two items being sold are customizable t-shirts and sweatshirts. When orders are made, Bonfire does all the work and returns a portion of the sale price to the Friends. The partnership allows Friends supporters to obtain merchandise and support the organization.



Monthly Report of the
Johnson County Library Foundation from Shelley O'Brien
to the Board of Directors of Johnson County Library
December 2024

TriBoard Reception and 1952 Society Event

Thank you to everyone on the three boards who attended the TriBoard reception on November 13th. Our goal is to make this an annual event and provide opportunities for the three boards to meet each other and create community.

That same evening 75 people joined us for a 1952 Society event in Carmack with New York Times bestselling author Jen Mann. She was as funny and as charming as ever sharing her stories of being a mom here in the Johnson County suburbs and how she became an author. A big thank you to both Jen and foundation volunteer/former library board member, Caroline McKnight, for making the evening wonderful.

The 1952 Society is a way for the Foundation to recognize and thank people who make plans to leave the Johnson County Library in their will or trust. Estate donations often give the person the ability to make a larger gift and add to the library's endowment. Currently, 19 individuals or families have made provisions in their estate plans. The Foundation is grateful for these library lovers who see the long-term opportunity to invest in the Johnson County Library.

Funding Opportunities

The Foundation works with library staff to learn about opportunities for private funding that would benefit our branch library patrons. Two funding opportunities include early literacy interactive wall units for Spring Hill and De Soto branches. These are the last two libraries in our system to not have interactive play areas for children, which are sometimes called by the brand name Burgeon Units.

We are looking for \$20,000 to \$40,000 in funding to create specific units for each branch that would be similar to the unit found at the new Merriam Plaza Library. We hope to find community members who are willing to support our early literacy work in the new year.

Planning for 2025

The Johnson County Library Foundation is in the midst of planning for 2025 which includes creating an operating budget, yearly fundraising goals, meeting calendar, board committee assignments, moving staff space, hiring staff, and much more. We are excited to see what new opportunities and growth in private funding can come about in 2025.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
October 2024
83% of Year Lapsed

OPERATING FUND

	2024	
Programs	Budget	
Revenue	5,054,089	
Administrative Services		
Information Technology		
Collection Development		
Branch/Systemwide Services	390,077	
Transfer to Capital Projects	8,908,290	
Interfund Transfers		
TOTAL OPERATING FUND EXPENDITURES	<u>\$9,298,367</u>	
TOTAL .75 INCREASE FUNDS REMAINING OPERATING	<u><u>(\$4,244,278)</u></u>	

SPECIAL USE FUND

	2024	
	Budget	
Revenue:	2,920,125	
Expenses:		
Contractual Services (General Maintenance)		
Commodities (Capital Equipment)	34,571	
Transfer to Debt Payment		
Transfer to Debt Payment - CLMP	3,606,523	
Transfer to Capital Projects		
TOTAL SPECIAL USE FUND EXPENDITURES	<u>\$3,641,094</u>	
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE	<u><u>(\$720,969)</u></u>	
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS	<u><u>(\$4,965,247)</u></u>	

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

October 2024
83% of Year Lapsed

REVENUE ALL FUNDS	2024 Year to Date	2024 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	44,465,187	45,612,939	97%	99%
Ad Valorem Delinquent	131,469	151,009	87%	112%
Motor Vehicle	3,488,732	3,387,672	103%	97%
Library Generated - Copying/Printing	74,053	108,206	68%	73%
Library Generated - Overdues / Fees	50,565	38,000	133%	16%
Sale of Library Books	14,182	50,000	28%	0%
Misc Other	17,109	18,703	91%	8%
Reimbursements	154,367	740,000	21%	23%
Library Generated - Other Charges	0	0	0%	0%
Investment	1,125,092	825,000	136%	133%
Unencumbered Balance Forward	0	6,874,696	0%	0%
Transfer from Capital Projects	6,293	0	0%	0%
Sale of Capital Assets	1,920,768	0	0%	0%
Recreational Vehicle Tax	21,938	16,922	130%	123%
Commercial Vehicle Tax	65,002	63,117	103%	111%
Heavy Trucks Tax	4,615	4,733	98%	73%
Rental Excise Tax	66,733	66,002	101%	155%
Payment in Lieu of Taxes	346,154	0	0%	0%
State and Federal Grants	132,886	273,607	49%	50%
TOTAL REVENUE	52,085,144	58,230,606	89%	92%

**Expenses ALL FUNDS with Collection
Encumbrance**

Categories	2024 Year to Date	2024 Budget	% Categories Expended
Salaries and Benefits	21,694,414	27,178,537	80%
Contractual Services	4,544,620	7,374,266	62%
Commodities	5,864,832	5,295,453	111%
Risk Management Charges	176,292	266,103	66%
Capital / Maintenance / Repair	8,926,277	10,774,696	83%
Transfer to Capital Projects	3,606,523	3,640,620	99%
Grants	128,183	273,607	47%
Interfund Transfer	3,494,265	3,427,324	102%
TOTAL EXPENDITURES	48,435,406	58,230,606	83%

Revenue - Expenses as of October 31, 2024 3,649,738

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><u>22,219,125</u></u>

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
October 2024
83% Year Lapsed

OPERATING FUND	2024	2024	% Program
Programs	Year to Date	Budget	Expended
Administrative Services	4,286,152	7,406,324	58%
Information Technology	3,187,242	4,906,803	65%
Collection Development	3,563,325	4,063,002	88%
Branch/Systemwide Services	19,052,642	23,192,622	82%
Risk Management Charges	176,292	266,103	66%
Grants	119,693	273,607	44%
Transfer to Capital Projects	8,283,290	10,774,696	77%
Interfund Transfer	3,494,265	3,427,324	102%
TOTAL OPERATING FUND EXPENDITURES	42,162,902	54,310,481	78%

SPECIAL USE FUND	2024	2024	% Budget
	Year to Date	Budget	Expended
Contractual Services (General Maintenance)	0	152,505	0%
Commodities (Capital Equipment)	34,571	127,000	27%
Transfer to Debt Payment	0	0	0%
Transfer to Capital Projects	3,606,523	3,640,620	99%
TOTAL SPECIAL USE FUND EXPENDITURES	3,641,094	3,920,125	93%

TOTAL EXPENDITURES	45,803,996	58,230,606	79%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
October 2024
83% Year Lapsed

ALL FUNDS	2024	2024	% Categories
Categories	Year to Date	Budget	Expended
Salaries and Benefits	21,694,414	27,178,537	80%
Contractual Services	4,000,360	7,374,266	54%
Commodities	3,786,172	5,295,453	71%
Risk Management Charges	176,292	266,103	66%
Capital / Maintenance / Repair	8,926,277	10,774,696	83%
Transfer to Debt Payment	0	0	0%
Transfer to PBC Capital Leases	3,606,523	3,640,620	99%
Grants	119,693	273,607	44%
Interfund Transfer	3,494,265	3,427,324	102%
TOTAL EXPENDITURES	45,803,996	58,230,606	79%

GRANTS*						
	Expenditures through 05/31/2024	Source	Received	Expenditures	Grant Award	Budget Remaining
285000091	2023-State Aid	State	3/29/2023	\$132,233.29	\$132,568.53	\$335.24
285000092	2024-State Aid	State	3/12/2024	\$119,693.29	\$132,886.40	\$13,193.11

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

Expenditure of Friends of the JCL Donations 2024

<i>Expenditure Details</i>	<i>October</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	883.42	2,385.63
Board Retreat Expenses	0.00	0.00
Miscellaneous	0.00	0.00
Total Expenditures	\$ 883.42	\$ 2,385.63

Trends from the Development Department

The Impact of Help, Join, Give at the Library





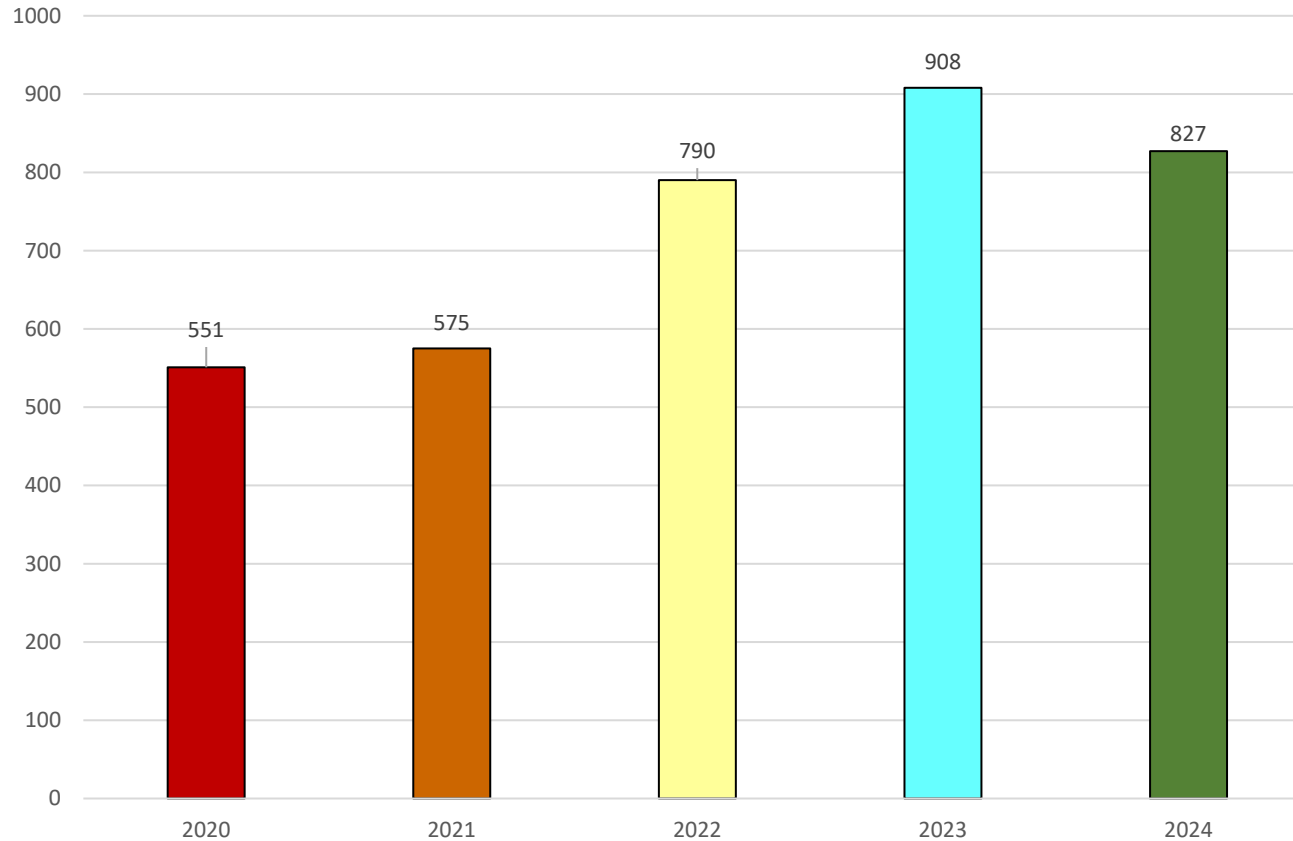
Help – Volunteers

Join – Friends of the Johnson County Library

Give – Johnson County Library Foundation



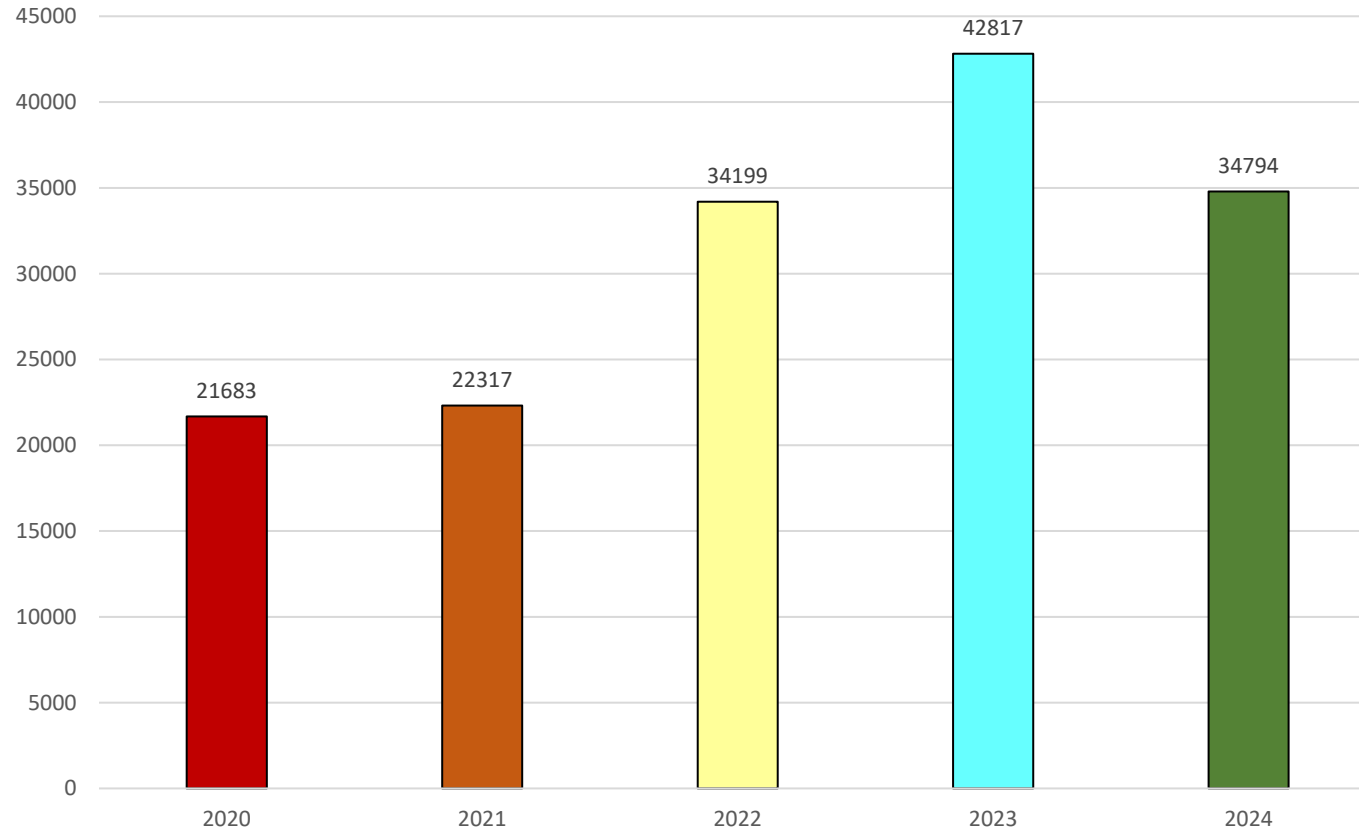
Total Number of Volunteers



2024 numbers are thru October 31, 2024



Total Number of Volunteer Hours



2024 numbers are as of October 31, 2024

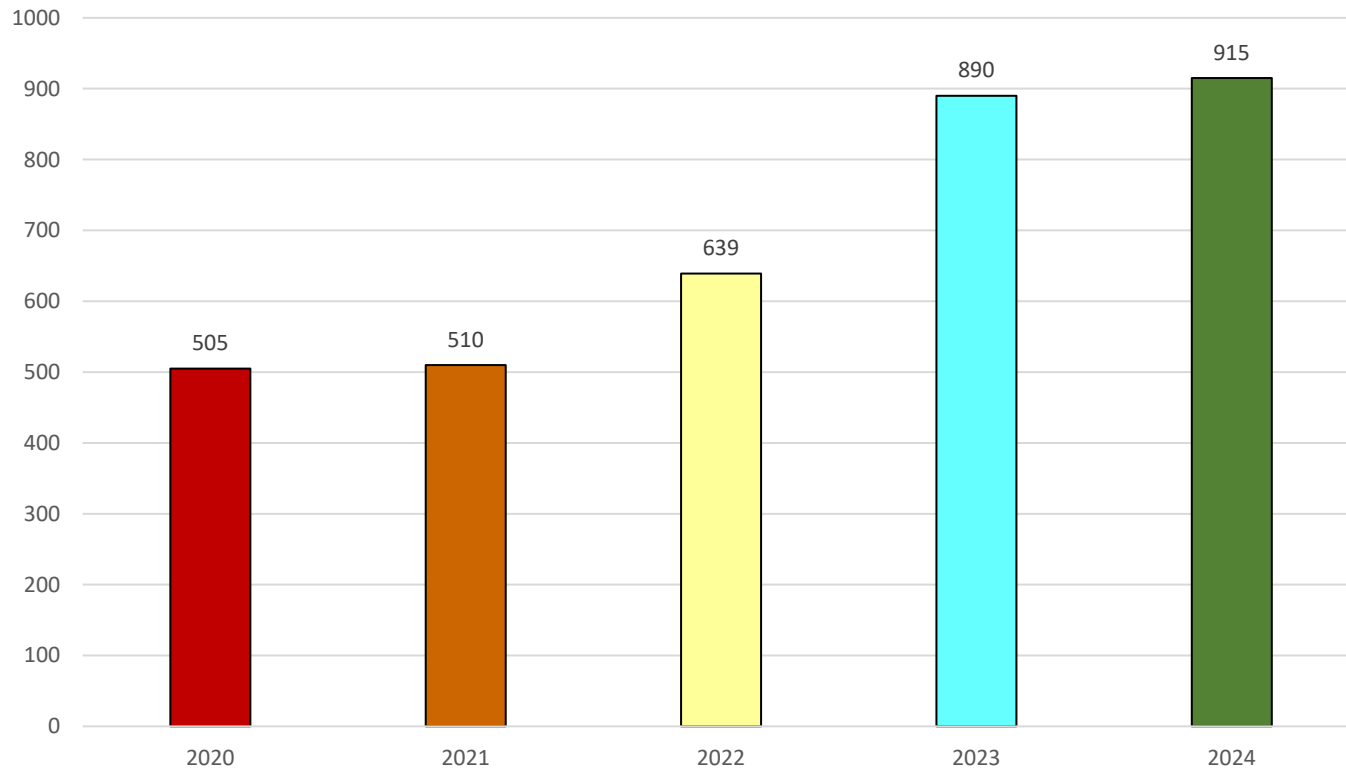


Volunteer Trends in 2024 and looking forward to 2025

- Volunteer numbers have been stable in 2024 during SORT II
- Working with Library staff for new opportunities in 2025
- Opportunity to expand teen opportunities in 2025
- Friends will need more volunteers with additional space and added sales in 2025



Total Number of Friends Members



2024 memberships are as of October 31, 2024

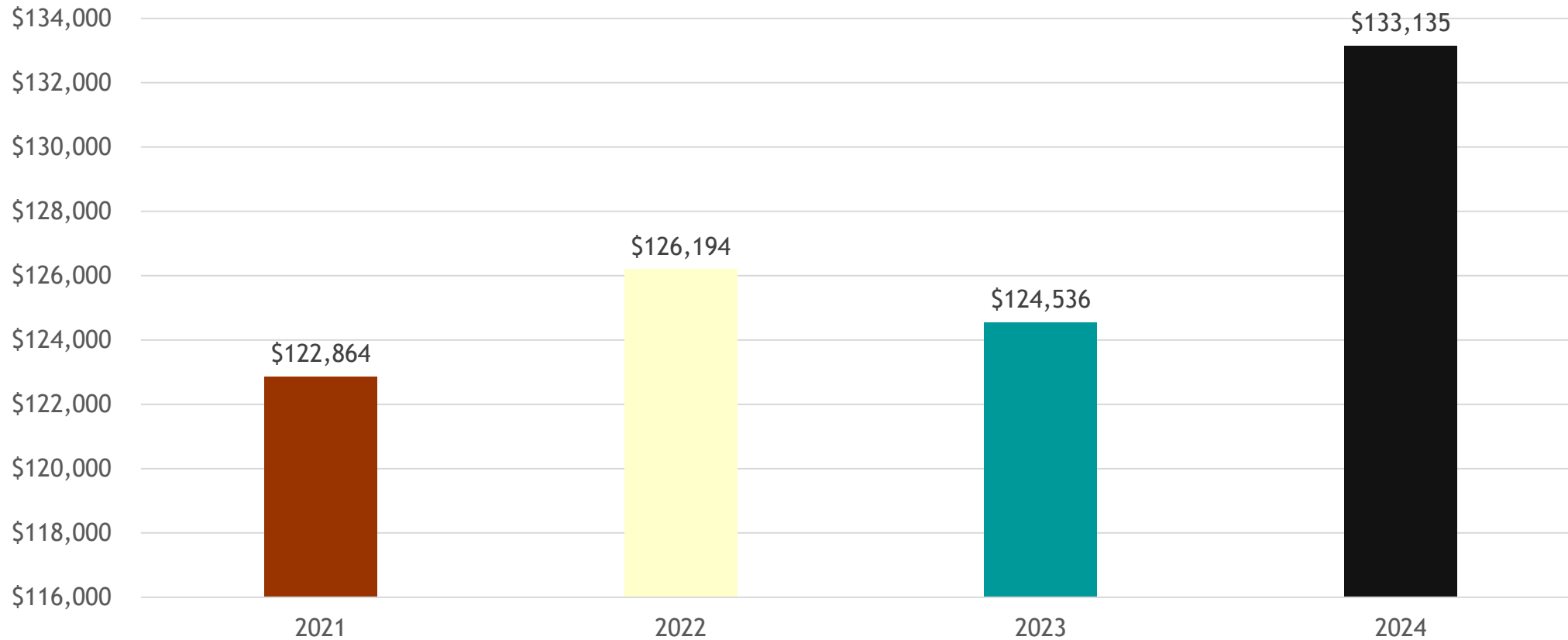


Friends of JCL -- Trends in 2024 and looking forward to 2025

- Increased advocacy communication on behalf of Johnson County Library
- Additional space will increase book sales
- Increases in membership for 2025 will create a solid foundation for the Friends in the future



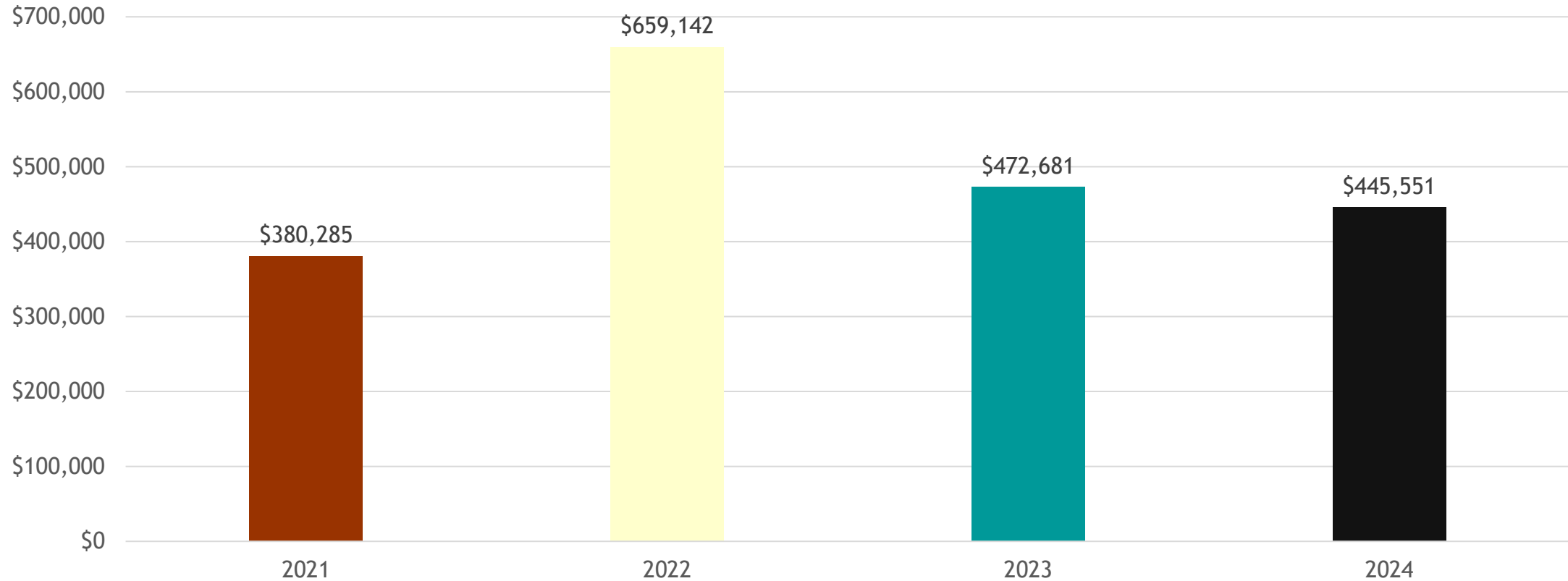
JCL Foundation to the Johnson County Library Collection



The donation from the Foundation to the Library is based on a 3.75% average of Foundation endowment earnings over 3 years. This money is primarily used to purchase books and materials for all branches. 2024 is projected.



JCL Foundation – Overall Funding Raised Each Year



Overall support includes grants for programming and restricted gifts to various parts of the Library. 2024 is projected.



JCL Foundation -- Trends in 2024 and looking forward to 2025

- Increase in fundraising staff in development department
 - Training new staff
 - Community Outreach to Fundraiser
 - Clerk from part time to full time
- Focus on stewardship and planned giving messaging
- Bring branding of the Foundation closer to library



Spring Hill and De Soto Renovations

Update – December 2024



Updates

- Schematic design continues

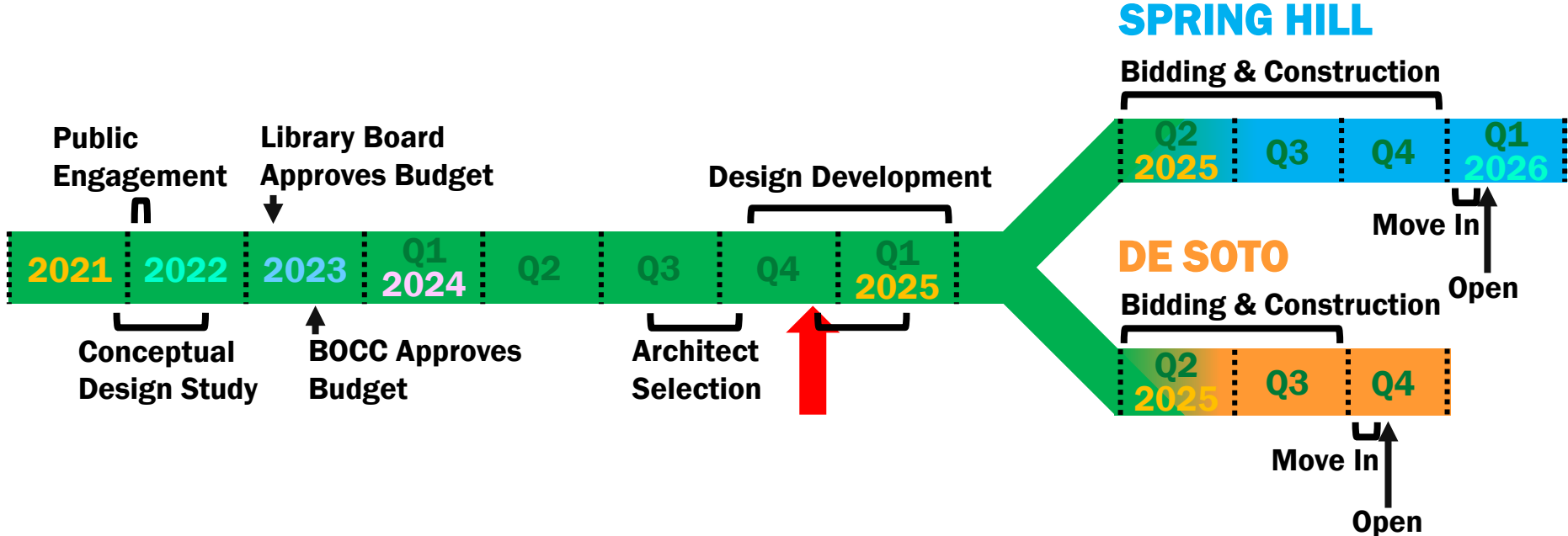


Next Steps

- Design continues
- RFP for construction manager to go out soon



Spring Hill and De Soto Renovations: Anticipated Project Timeline

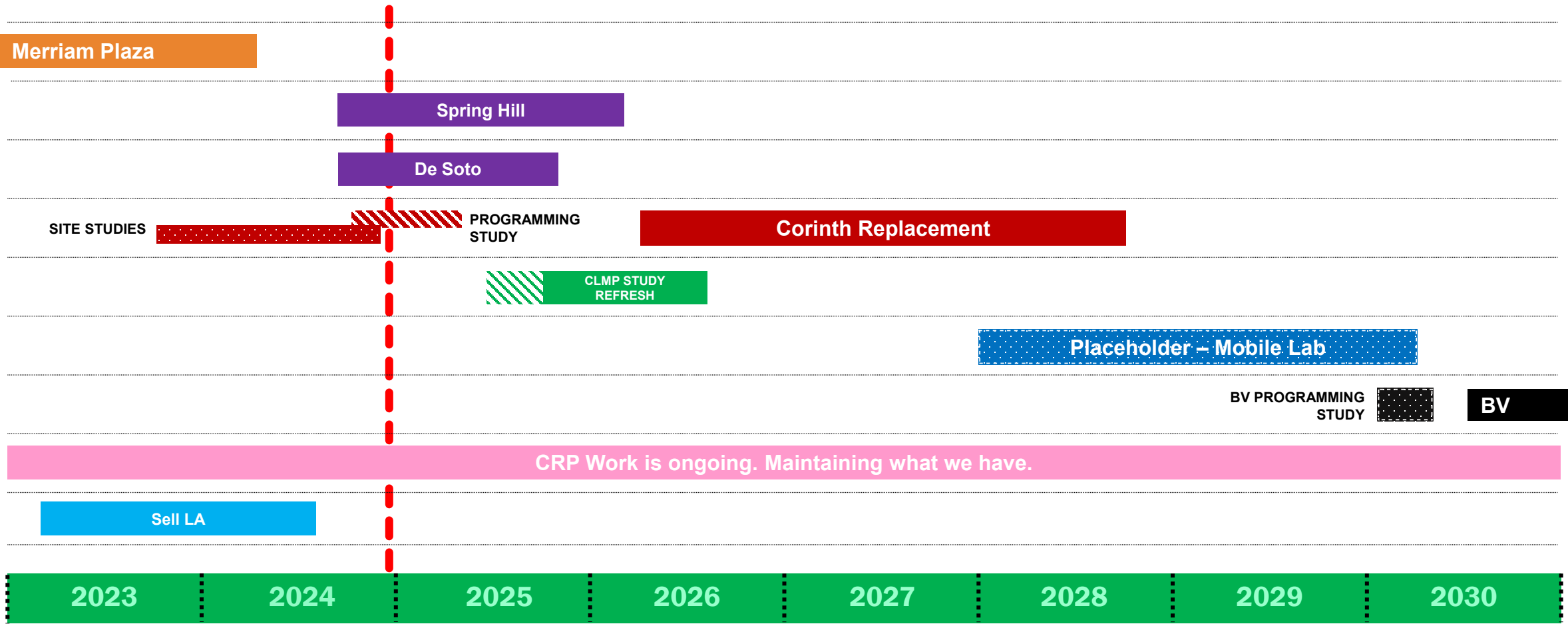


Capital Projects: Timeline Summary

December 2024



Capital Improvement Projects: Anticipated Timeline

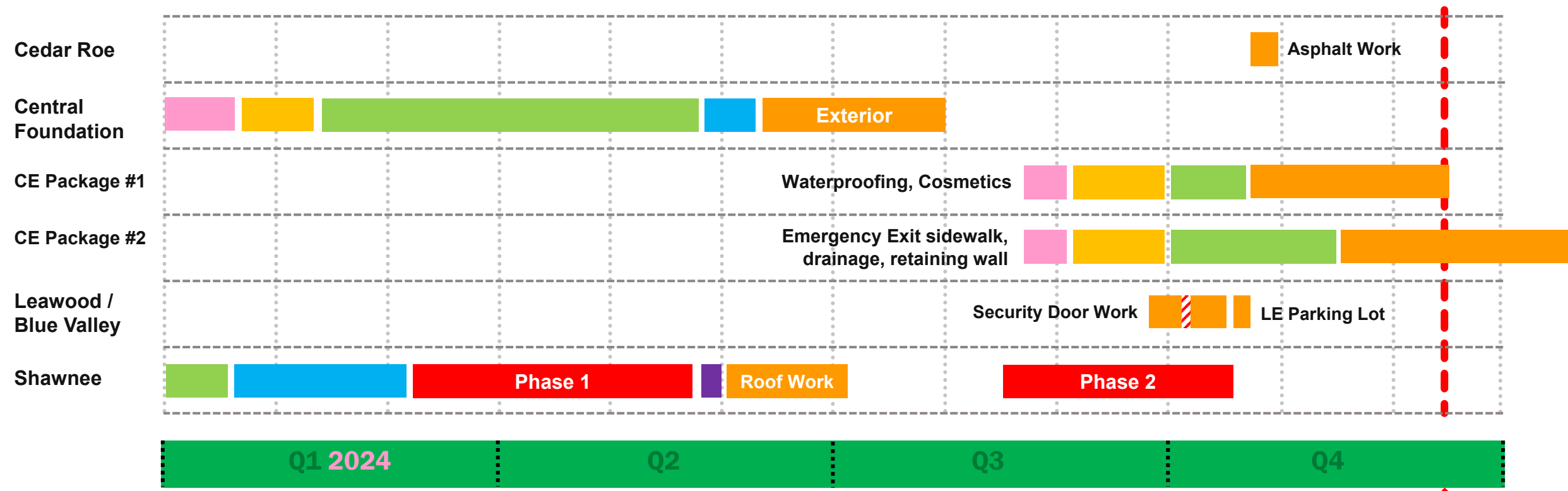


This visual is shown as an illustration with anticipated dates and may change.



2024 CRP Anticipated Timeline

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



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



**write
your
story**
#JoCoWrites

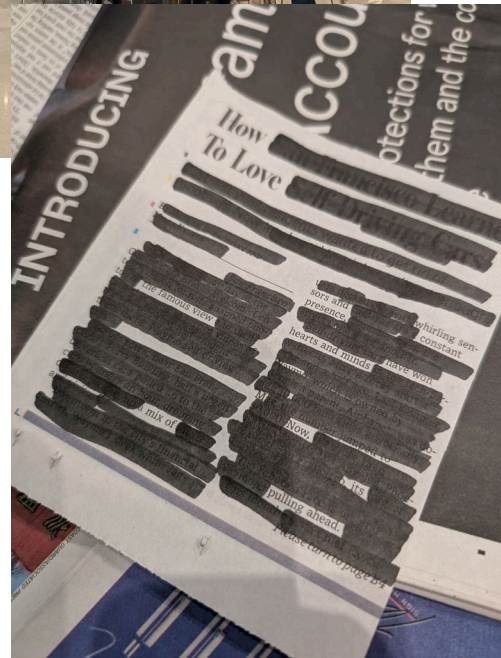
2024 Writers Conference

JOHNSON COUNTY LIBRARY

Conference Staff



Event Collaborations



The Story Center
at Mid-Continent Public Library

Writers Contest
Reading and Table
hosting

 OlathePublicLibrary

Writers Social Pre-
Conference Party



Event Collaborations



Credit: Kelly Sime Photography

Patron Response



well-attended
extraordinary
welcoming
generous
hopeful
good
inspiring
catalyst
unexpected
thankful
organized
confusing
scaled back yet still awesome
uplifting!

Credit: Kelly Sime Photography



What's Next?



Credit: Kelly Sime Photography



Election Support Update

December 2024



Candidate Forums

- Partnership with the Johnson County Post
- 8 nights in JCL libraries spread throughout the county
- Featured Kansas State Representatives and Senators, County Commissioners, Sherriff, and District Attorney
- Free and open to the public both in person and livestreamed and recorded



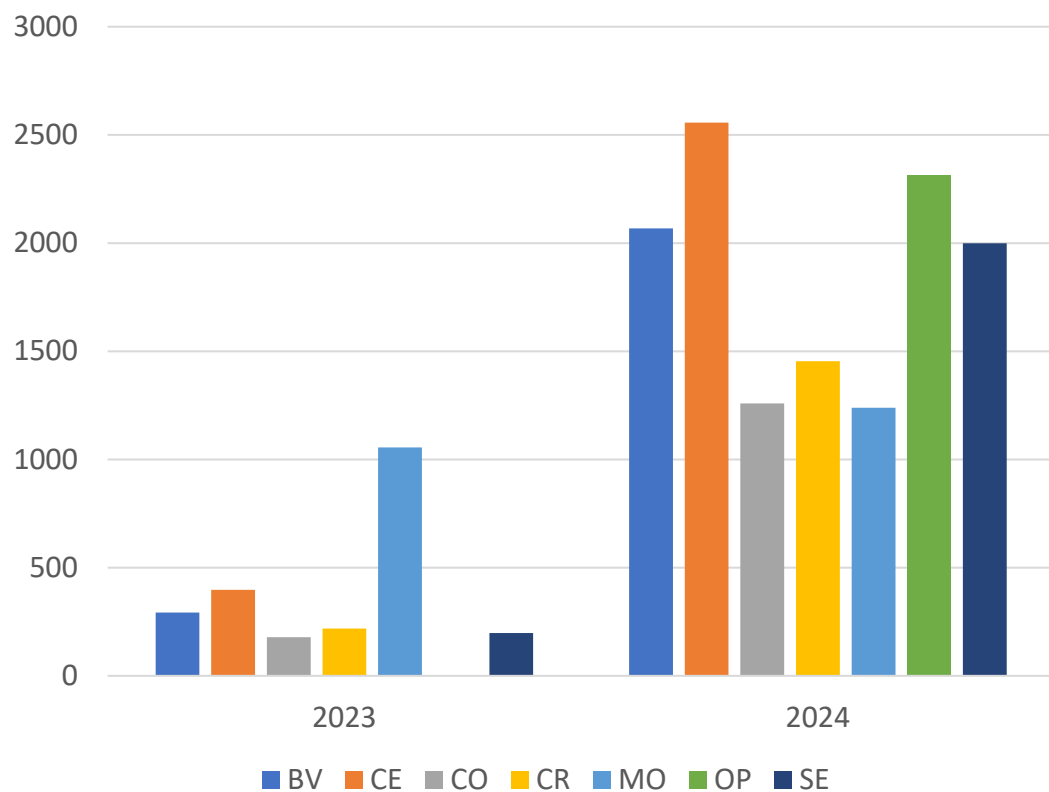
Election Day Voting Numbers

Library Location	Election Day – November 5th
Blue Valley	405
Cedar Roe	364
Central Resource	1,585
Corinth	569
Lenexa City Center	n/a
Monticello	953
Oak Park	749
Shawnee	640



Election Day Door Counts

2023 vs 2024



Branch	2023	2024
Blue Valley	293	2,068
Central	398	2,557
Corinth	179	1,259
Cedar Roe	219	1,454
Lenexa	302	525
Monticello	1,056	1,239
Oak Park	n/a	2,315
Shawnee	198	1,999



Advance Voting Numbers

Date	Monticello				
19-Oct	1,538				
21-Oct	2,102				
22-Oct	2,008				
23-Oct	1,773				
24-Oct	1,578	Central Resource	Lenexa City Center	Oak Park	Shawnee
25-Oct	1,896				
26-Oct	1,114	424	803	506	728
28-Oct	1,467	481	1,071	618	899
29-Oct	1,461	480	835	462	755
30-Oct	1,216	467	768	470	710
31-Oct	1,188	493	666	390	606
1-Nov	1,714	691	1,122	535	902
2-Nov	1,195	605	794	407	656

Carmack Community Room



Advance Voting Door Counts

2023					
DATE	CE	LX	MO	OP	SE
19-Oct			500		
21-Oct			373		
22-Oct			155		
23-Oct			509		
24-Oct			67		
25-Oct			82		
26-Oct	935	679	199	N/A	576
28-Oct	786	646	546	N/A	230
29-Oct	398	421	161	N/A	230
30-Oct	1,029	698	805	N/A	471
31-Oct	755	482	672	N/A	291
1-Nov	949	607	697	N/A	315
2-Nov	1,888	572	730	N/A	281

2024					
DATE	CE	LX	MO	OP	SE
19			1,910		
21			3,231		
22			2,898		
23			2,263		
24			3,280		
25			3,414		
26	993	1,499	1,507	1,456	2,068
28	1,192	1,749	1,911	1,785	2,462
29	1,218	1,467	1,983	1,522	2,030
30	1,258	1,364	1,805	1,633	1,962
31	830	1,105	1,476	1,298	1,739
11/1	276	1,756	2,072	1,698	2,316
11/2	1,370	1,538	1,765	1,359	1,742



Election Laws

General Election Events

- Newsweek and ARRP Bulletin both had pictures of Harris and Trump on the covers.
- The supervising judge spoke to staff and instructed that they needed to take these magazines down.
- The compromise was to put them behind the desk and place a sign on the usual spot in the stacks letting patrons know where to find the materials.
- KC Media Collective Voter Guides

Next Steps

- Operations staff work to create a list of potential conflicts that might occur in our libraries.
- Seek insight from Election Commissioner and Johnson County Election Office.
- Work with Legal regarding responses.
- Goal to protect the collection and library services while also supporting voting sites.



Patron Printing Deposit Balances

December 2024



Patron Printing Deposit Balances

- Transition to new printing, public PC, and point of sale systems, approved by the Library Board in March 2024, is complete!
- We are phasing out patron account balances.
- We are giving patrons ample time to use down any funds, and we will turn off this service on May 1, 2025.



MINUTES JOHNSON COUNTY LIBRARY BOARD

REGULAR MEETING

November 14, 2024
at Central Resource Library
4:00 p.m.

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

ABSENT: Charles McAllister

BOARD ATTORNEY: Andrew Logan and Fred Logan.

BOCC: Commissioner Allenbrand unable to attend this meeting.

STAFF: (All JCL, FAC staff) Tricia Suellentrop, Kinsley Riggs, Adam Wathen, Ben Sunds, David Vratny, Jen Mahnken, Patti Kangethe, Shelley O'Brien, Aaron Otto, Elissa Andrea, Scott Sime, Juan Lopez-Tamez, Shanta Dickerson, Lacie Griffin, Michelle Olsen, Megan Clark, Lori Ross

CITIZENS COMMENTS:

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

REMARKS FROM THE LIBRARY BOARD OF DIRECTORS:

Ms. Van Ophem commended that the Tri-Board networking event was well put together and that she hears the 1952 Society author event was fantastic.

Board Chair Kilgore shared what is reading. Currently she is reading "*Daisy Jones and the Six*" about a band in the 1970s that closely resembling Fleetwood Mac. She has finished "*The Women*" by Kristin Hannah, depicting women who served as nurses in Vietnam who were often overlooked and didn't get the resources and help when they got back along with the vets who served there as well. Also, she has downloaded "*People I Want to Punch in the Throat*" by Jen Mann, a local Overland Park author.

DEVELOPMENT DEPARTMENT REPORT

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

Ms. O'Brien reviewed a list of all the national Friends of the Library activities conducted throughout the year, emphasized that there are many more activities than the high-profile bookmark contest, all of which were listed in the packet. Current Friends' efforts were heavily focused on preparing for the expansion into their new space.

Ms. O'Brien also shared the approved Foundation slate of officers for 2025, with Stan Tate as president, Julie Steiner as past president, Lisa Larson Bunnell as president-elect, and Chris Anderson as treasurer. Additionally, she announced the arrival of a new Board member, Brandon Kenning, starting in January, which would bring the Board to full capacity.

Ms. O'Brien noted that the second largest time for donations throughout the year is during end-of-year solicitations. These contributions supported the library's year-round operations across all 14 branches. She encouraged online viewers to consider donating.

In response to a question from Board Chair Kilgore, Ms. O'Brien confirmed that the \$25 'Card Me' bags were still available for purchase online, offering to deliver or ship them.

COUNTY COMMISSIONER REPORT:

Commissioner Allenbrand apologized for not being able to attend this meeting.

BOARD COUNSEL REPORT

Mr. Fred Logan, Board co-counsel, reviewed Quasi-municipal Authority (ARM 50-30-25 e.).

Mr. Fred Logan provided an overview of the quasi-municipal authority exercised by the Library Board. He emphasized that the Board operates under explicit statutes governing its work and highlighted its statutory authority to adopt regulations, such as Administrative Regulation Manual regulations (ARMs). He referenced a specific Administrative Regulation Manual section (ARM 50, 30, 25E) stating that the Library Board has the authority to enter into contracts for acquiring or disposing of real estate, subject to approval by the Johnson County Board of County Commissioners. This regulation aligns with the statutes granting the Board this authority.

Mr. Logan explained that certain contracts exceeding a specified financial threshold must be approved by the Library Board, while those below the threshold can be approved by the County Librarian. He noted that all contracts are reviewed for approval and form as part of this process.

Board Chair Kilgore asked about the recent county increase in threshold amount for contracts, County Librarian Tricia Suellentrop confirmed that the county recently increased the approval threshold to \$150,000. Contracts at or above that amount require Library Board and County Commissioners' approval, while contracts under \$150,000 can be approved by the County Librarian.

COUNTY LIBRARIAN REPORT

Finance Report

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

Mr. Vratny reported that at the end of September 2024 the library had collected approximately \$51.5 million in revenues, representing over 88% of the total budgeted revenue for the year. He noted that excluding the planned use of \$6.8 million in reserves, the library had already met its total revenue target across other categories, with additional revenues expected for the remainder of the year. Mr. Vratny also reported total expenditures of about \$46 million out of the \$58 million budget, equating to approximately 79%. After adjusting for significant capital and inter-fund transfers already made, the expenditure percentage stood closer to 76%, aligning with expectations for this point in the year.

Quarterly Statistic Trends

Adam Wathen, Associate Director for Branch Services, presented the Quarterly Statistics to the Board, this report is included in the November Board Report.

Mr. Wathen first apologized for not presenting quarterly statistics in August due to a scheduling error, resulting in a six-month gap since his last report and committed to providing future updates quarterly.

Mr. Wathen highlighted a three-year trend showing a slight year-on-year decline in physical circulation (2022-2024) and a consistent year-on-year increase in digital usage. Monthly physical circulation remained between 400,000 and 500,000, while digital usage had grown steadily, now reaching around 200,000 uses regularly. He also discussed visitation trends, noting that 2024 visitation numbers were comparable to 2023, with a slight increase earlier in the year. Two new reporting categories were introduced: new card applications and active users. New card applications in 2024 were pacing similarly to the elevated numbers seen in 2023, following a successful marketing push. Active users, defined as individuals with library activity within the past three years, also showed an upward trend, reflecting the library's current focus on increasing active user engagement.

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 November Board Report.

Spring Hill and De Soto

Megan Clark, Project Coordinator, provided an update on the Spring Hill and De Soto building renovations. She shared that BC Design Group, the project architect, held a kickoff meeting with library staff and Facilities on October 24, followed by site tours of the Spring Hill and De Soto locations.

In recent weeks, interviews with internal stakeholders were conducted to inform the design process, and the early stages of schematic design had begun. The schematic design phase was expected to continue through the end of the year and into the first quarter of 2025. Additionally, an RFP for a construction manager was expected to be issued in the coming weeks, with updates to follow.

Ms. Clark noted that no changes had been made to the project timeline but indicated adjustments might be considered during the design process.

Overall Timeline

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

Mr. Sime noted adjustments to the De Soto and Spring Hill lines to align with Ms. Clark's data and shared that the Corinth placement program study had begun. He reported progress on the Capital Replacement Program (CRP). Paving work at Cedar Roe was completed, while waterproofing work on Central's west wall was underway but delayed due to wet weather. Backfilling was expected within a week, with the project anticipated to be completed by year-end, weather permitting. Interior cosmetic work was also in progress.

For the Leawood and Blue Valley locations, most of the work had been completed, with only a few punch list items remaining. Additionally, Leawood parking lot work had been finished.

UPDATES – Tricia Suellentrop, County Librarian

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

Veterans Day Recognition and Elections

County Librarian Suellentrop reported that county staff and community members participated in annual Veterans Day celebrations, including a staff veterans' breakfast on the Friday before Veterans Day. The event honored veterans, fostered connections, and shared memories, with highlights including photos of veterans, such as Ben Sunds, in their younger years.

On elections, Ms. Suellentrop noted that the library partnered with the election office by hosting polling at seven branches on Election Day, early voting at five branches, and ballot boxes at six branches. All voting activities occurred smoothly, with high voter turnout and many library users participating. Three library staff also supported county election operations. She acknowledged the efforts of library staff in coordinating these activities and adapting to last-minute changes.

Board Retreat Recap

County Librarian Suellentrop recapped the recent board retreat at the Merriam Plaza, where participants focused on the Corinth replacement project, the Comprehensive Library Master Plan, and future planning priorities. Discussions included strategic dreaming and setting the next steps for master plan projects, including prioritizing for the county in 2025.

Warming and Cooling centers

County Librarian Suellentrop reminded the Board of the library's role as a warming and cooling center during extreme weather. She explained that the County Manager's office requested a proposal for extending this service on holidays and closed days, such as Christmas, New Year's, and Martin Luther King Jr. Day. Ms. Suellentrop noted that she was developing a proposal for the December Board meeting, which would involve potential policy changes to adjust library hours under specific conditions.

County Librarian Suellentrop mentioned preparations for the upcoming Writer's Conference taking place outside the meeting room.

Board Chair Kilgore expressed her appreciation for the Board Retreat. She shared that she appreciated the facilitator, and that it was good to look to the vision and great to project ahead at what the library will look like in the future.

Corinth Replacement Update

Ms. Kinsley Riggs, Deputy County Librarian, reported to the Corinth Replacement Update; this report is included in the November Board Report.

Ms. Riggs provided updates on several key projects and initiatives. She began by summarizing the end of the site design study for the Harmon Park location. After entering into a memorandum of understanding (MOU) with Prairie Village in September 2023 to explore a co-location of a community center, YMCA, and Corinth Library replacement, the city council voted on October 21, 2024, to end the project due to financial disagreements with the YMCA. Simultaneously, the library's Corinth replacement project team had reached a similar conclusion, recommending against relocating to Harmon Park. Ms. Riggs highlighted the strong partnership with the city and expressed optimism for future collaborations. At the Library Board retreat on October 30, the Board supported exploring

additional options for the Corinth replacement project, and staff committed to presenting next steps at a future meeting.

2024-2028 Strategic Plan Update

Ms. Kinsley Riggs, Deputy County Librarian, reported to the 2024-2028 Strategic Plan Update; this report is included in the November Board Report.

Ms. Riggs reviewed milestones of the library's 2024-2028 strategic plan, emphasizing its adaptability to community needs and its focus on community, convenience, education, operations, and communication. The administrative team identified three organizational priorities for 2024-2025, including SORT II, an organizational redesign to ensure scalable service delivery. SORT II progressed over the summer with staff engagement and culminated in a regional structure implementation in September. The library also completed its first building sale, the Lackman branch, capturing lessons for future property sales.

Capital improvement projects included HVAC work and window replacements at Shawnee, parking and electrical upgrades at Cedar Roe, and a partial sewer replacement at De Soto. Corinth replacement project planning was dormant over the summer but included public engagement sessions before the project's conclusion. Work on Spring Hill and De Soto renovations entered a new phase with the selection of architectural services. Preventative strategies for maintenance, such as waterproofing Central's west wall, were also initiated.

Ms. Riggs discussed the launch of the library's Voices of Inclusion, Belonging, and Equity (VIBE) team, which followed a year of planning. The 18-member team aims to ensure the library remains welcoming to diverse staff and patrons. She also shared insights from the annual Employee Engagement Survey, which highlighted staff pride in the library's mission but identified opportunities to improve trust in leadership and workplace inclusivity. In response, an Employee Engagement Action Team was formed to develop initiatives for inclusion in the 2025 strategic plan.

Lastly, Ms. Riggs highlighted work on the library's website refresh, approved by the Board earlier in the year. Preparations, including vendor reviews, cybersecurity checks, and user testing, resumed over the summer, with the project kickoff now underway.

Board Chair Kilgore asked about the timeline for web refresh and Ms. Riggs shared that work is slated to take place during the fall of next year.

CONSENT AGENDA

I. Consent Agenda

A. Action Items:

1. Minutes of the October 10, 2024, Regular Library Board meeting
2. Minutes of the October 17, 2024, Special Library Board meeting
3. Minutes of the October 30, 2024, Library Board Retreat meeting
4. Consideration of approval of the MOUs for AARP, American Public Square, City of Edgerton, Johnson County Corrections, De Soto Parents as Teachers, Growing Futures, N-Circle, and Overland Park Community Garden.

B. Information Items

1. Financial and Personnel

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

C. Gift Fund Report

1. Treasurer's Report

Motion: Ms. Van Ophem requested that the Library Board of Directors pull consideration of approval of the MOUs for N-Circle and American Public Square and approve the remaining consent agenda.

Second: Mr. Mendoza seconded this motion.

Motion was approved unanimously.

Ms. Van Ophem sought clarification on two topics. First, she inquired about the nonpartisan nature of the American Public Square. Second, she inquired about the library's partnership with N-Circle, questioning the use of taxpayer dollars in collaboration with a private organization.

Pulled from consent: Action Item: Consideration of renewal of MOU with N-Circle.

Jennifer Mahnken, Associate Director for System Wide Services, shared that N-Circle is a nonprofit that provides growth opportunities to incarcerated individuals through programs like a creative writing course taught by a trauma-informed coach. The library vets and hires instructors, while N-Circle covers administrative costs. The partnership aligns with the library's longstanding commitment, spanning over 15 years, to provide resources and programs to incarcerated individuals in the Johnson County Department of Corrections, including the adult residential and juvenile detention centers.

Pulled from consent: Action Item: Consideration of renewal of MOU with American Public Square.

Jennifer Mahnken, Associate Director for System Wide Services, confirmed that it is a nonprofit organization affiliated with William Jewell College, founded in 2013 to promote civil discourse and bridge partisan divides. Their goal is to improve the tone and quality of public discourse through nonpartisan discussions of local, regional, and national issues. The library typically hosts two events annually with American Public Square, such as a past discussion on book banning that presented balanced perspectives.

Motion: Ms. Van Ophem moved to approve the MOU between Johnson County Library and American Public Square.

Second: Mr. Mendoza seconded this motion.

Motion was approved unanimously.

Motion: Ms. Van Ophem moved to approve the MOU between Johnson County Library and N-Circle.

Second: Ms. Hrabe seconded this motion.

Motion was approved unanimously.

II. Old Business

A. Action Item: Consideration to approve revisions to Administrative Regulation Manual (ARM) policies.

ARM 10-20-10	Library Bill of Rights
ARM 20-10-10	Hours of Service
ARM 10-70-10	Library Budget Review and Approval Process
ARM 20-10-20	Library Card and Privileges
ARM 20-10-50	Patron Code of Behavior
ARM 20-10-90	Fee Schedule
ARM 20-15-11	Internet Use Policy
ARM 20-15-60	Interlibrary Loan
ARM 20-20-51	Disclaimer on Damaged Patron Equipment
ARM 20-60-10	Programming Policy
ARM 20-60-11	Co-Sponsorship with Other Organizations
ARM 30-20-20	Government Documents Depositories
ARM 50-30-30	Special Use Funds
ARM 60-10-11	Statement of Policy on Facility Development
ARM 60-10-12	Site Selection Guidelines
ARM 60-10-70	Parking

Kinsley Riggs, Deputy County Librarian, presented the revisions to ARMS briefing sheet, as included in the November Library Board Report.

Board Chair Kilgore asked, based on 20-10-20, about what borrowing records history are available to a patron. Ms. Riggs clarified that we do not keep borrowing records, the only records the library has been those with a fee on an item, so if an item is lost, damaged or missing. Board Chair Kilgore asked staff to review for clarity.

Ms. Van Ophem asked about the use of “person” or “people” instead of “patron” in the language of the library’s Bill of Rights, noting that other documents still referred to library users as patrons. Ms. Riggs explained that the phrasing in the Bill of Rights reflects the American Library Association’s (ALA) original language, which the library adopted verbatim. Riggs noted that the term “people” broadens the scope to include anyone, not just patrons, aligning with the ALA’s intent.

Board Chair Kilgore and Mr. Sims further clarified that “patron” typically refers to someone with a library card, while “people” or “individuals” could include anyone present in the library or engaging with its services. The Board appeared to agree that the usage in the Bill of Rights was consistent with the ALA’s language and required no changes.

Motion: Ms. Hrabe move that the Johnson County Library Board of Directors approve revisions to Administrative Regulation Manual policies: ARM 10-20-10, ARM 20-10-10, ARM 10-70-10, ARM 20-10-20, ARM 20-10-50, ARM 20-10-90, ARM 20-15-11, ARM 20-15-60, ARM 20-20-51, ARM 20-60-10, ARM 20-60-11, ARM 30-20-20, ARM 50-30-30, ARM 60-10-11, ARM 60-10-12, and ARM 60-10-70.

Second: Ms. Huff seconded this motion.

Motion approved unanimously.

III. New Business

A. Action Item: Approval of the prioritization for Comprehensive Library Master Plan projects

Tricia Suellentrop, County Librarian, presented the prioritization for Comprehensive Library Master Plan projects, as included in the November Library Board Report.

Board Chair Kilgore reminded the board that this comes before the board yearly, so we can take advantage of anything that may come available, and County Librarian Suellentrop agreed.

Motion: Mr. Sims moved to approve the CLMP project prioritization as discussed at the October 30, 2024, Library Board Retreat.

Capital Replacement Program (CRP) projects are continuous.

1. CLMP Refresh
2. Corinth Replacement Project
3. CLMP Refresh Project #1
4. CLMP Refresh Project #2

Second: Ms. Van Ophem seconded this motion.

Motion approved unanimously.

B. Information Item: Consideration of Memorandum of Understanding between Strawberry Week Society

C. Adam Wathen, Branch Services, presented the Memorandum of Understanding between Strawberry Week Society, as included in the November Library Board Report.

No Motion

D. Information Item: Consider approving the temporary closure of the Central Resource Library for Library Lets Loose 2025.

Shelley O'Brien, Development Director, presented the temporary closure of the Central Resource Library for Library Lets Loose 2025, as included in the November Library Board Report.

Board Chair Kilgore reminded and congratulated Ms. O'Brien on shortening the time that the library is closed to allow for more access to patrons. Ms. O'Brien gave a big Thank You to Amber Bourek Slater for coordinating all the volunteers to be able to pull off setting up the big party the night prior and in three hours prior.

No Motion

Executive Session: Personnel Review

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

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

The Library Board will reconvene in this meeting room at 5:18 p.m.

Second: Mr. Mendoza seconded this motion.

Motion approved unanimously.

Library Board returned at 5:17pm.

Motion: Ms. Van Ophem moved, as Chair of the Annual Appraisal Committee, we completed the appraisal and voted to give the County Librarian a 2.75% merit raise.

Second: Ms. Huff seconded this motion.

Motion approved unanimously.

Executive Session – Attorney-Client Privileged Consultation

Motion: Mr. Mendoza moved, pursuant to K.S.A. 75-4319(b)(2), that the Board of Directors of the Johnson County Library recess into executive session for a period of 20 minutes for consultation with Johnson County Library co-counsel that is deemed privileged in the attorney-client relationship. The subject of the executive session will be counsel's review of the legal terms of a potential real estate transaction.

Those attending the executive session shall include members of the Board of Directors of the Johnson County Library, County Librarian Tricia Suellentrop, Deputy Librarian Kinsley Riggs, Finance Director Dave Vratny, Project and Event Manager Scott Sime, Project Coordinator Megan Clark, and Johnson County Library Co-Counsel Fred Logan and Andrew Logan. The Library Board will reconvene in this meeting room at 5:38 p.m.

Second: Mr. Sims seconded this motion.

Motion approved unanimously.

Library Board returned at 5:40pm.

ADJOURNMENT

Motion: Mr. Mendoza moved to adjourn the meeting.

Second: Ms. Hrabec seconded this motion.

Motion approved unanimously.

Meeting adjourned at 5:41 p.m.

SECRETARY _____
Anna Van Ophem

CHAIR _____
Kelly Kilgore

SIGNED _____
Tricia Suellentrop, County Librarian

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 12, 2024
Re: **Annual renewal of Memoranda of Understanding (MOUs)**

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

Background:

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

Analysis:

The MOUs included in the consent agenda represent successful agreements that have been in place for multiple years. No significant changes to the intent have been made to the following MOUs renewing for 2025:

- Johnson County Parks & Recreation District on behalf of Johnson County Museum
- Strawberry Week Society
- Johnson County Library Foundation

Alternatives:

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

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

Memorandum of Understanding for JoCoHistory

Purpose

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

Introduction

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

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

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

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

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

The LIBRARY and MUSEUM acknowledge these stakeholders in JoCoHistory:

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

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

Responsibilities

For the duration of this MOU, January 1, 2025, to December 31, 2025, the LIBRARY and JCPRD, on behalf of the MUSEUM, agree to the following:

Administration

The LIBRARY and MUSEUM agree to establish a Steering Committee to administer the MOU.

The Steering Committee will consist, at a minimum, of staff responsible for managing the following:

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

The MOU will be reviewed annually prior to renewal.

Collections

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

Collection Management

The LIBRARY and MUSEUM each will:

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

The LIBRARY and the MUSEUM jointly will:

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

Collection Platform

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

Contract negotiation

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

Expense

The LIBRARY will provide full payment to vendor(s) contracted for the total annual platform cost.

JCPRD, on behalf of the MUSEUM, will pay the LIBRARY 50% of the total annual platform cost, billed by the LIBRARY annually.

Training

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

Maintenance

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

Website Content

The LIBRARY and MUSEUM jointly will:

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

Blog Platform

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

Contract negotiation

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

Expense

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

Maintenance

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

Training

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

Blog Content

The LIBRARY and the MUSEUM each will:

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

Marketing


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

- Websites
- Social media
- Print publications

Acknowledgement

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

Patricia Suellentrop, County Librarian
Johnson County Library



Jeff Stewart, Executive Director
Johnson County Park and Recreation District

Date

11.20.2021

Date

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

This Memorandum of Understanding (MOU) is intended to document the relationship between the Johnson County Library (JCL) and Strawberry Week Society d/b/a Strawberry Week (Strawberry Week), a Kansas not for profit corporation, in support of our mutual efforts to provide free menstrual and period products to the public in all public restrooms of the branches of JCL. This will foster a welcoming environment which deepens a customer experience designed to empower patrons to thrive and prosper through increased convenience and guaranteed access to library resources. This MOU is in effect from the date of JCL's execution below through ~~December 31, 2023~~ December 31, 2025.

Any party to the MOU may terminate their participation in this MOU by giving a 30-day written notice of termination to the other party.

Johnson County Library Responsibilities

- Stock free period products in every public restroom ~~containing sufficient counter space~~ across the ~~14~~ all branches of JCL
- Provide containers to hold products for all public restrooms ~~with counter space~~ in all branches of JCL ~~at a cost to JCL of approximately \$375.00, which is the total amount incurred by JCL under this MOU~~
- Promote partnership with Strawberry Week via JCL channels including but not limited to the website and social media accounts
- Create signage for promotion in restrooms cobranded with Strawberry Week and JCL logos
- Recognize that Strawberry Week has limited resources and any products provided will be subject to Strawberry Week's available inventory at the reasonable efforts of Strawberry Week who must balance the needs of all of their partners

Strawberry Week Responsibilities

- Deliver pads and tampons to the Central Resource Library once per quarter
- Provide language, information cards and marketing material for promotion
- Promote partnership with JCL on Strawberry Week's social media accounts in conjunction with JCL's external communications team. Any use of JCL name, library branch facility name, or logo by Strawberry Week is subject to the prior written approval of JCL.
- Notify JCL if Strawberry Week must stop providing products with as much notice as possible

About Strawberry Week

Strawberry Week is an organization that is focused on addressing period poverty in our community through collecting and distributing products across the metro through partnership with local organizations, libraries, and schools. Strawberry Week is the only 501(c)(3) nonprofit organization that serves Kansas and Missouri whose mission is 100% focused on addressing period poverty by improving accessibility to period products to both underserved populations and the general public.

Micheala Miller
Founder, Chief Executive Officer
Strawberry Week Society

Date:

Tricia Suellentrop
County Librarian,
Johnson County Library

Date: _____

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

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Any party to the MOU may terminate their participation in this MOU by giving a 30-day written notice of termination to the other party.

Johnson County Library Responsibilities
<ul style="list-style-type: none">● Stock free period products in every public restroom containing sufficient counter space across the 14 branches of JCL● Provide containers to hold products for all public restrooms with counter space in all branches of JCL at a cost to JCL of approximately \$375.00, which is the total amount incurred by JCL under this MOU● Promote partnership with Strawberry Week via JCL channels including but not limited to the website and social media accounts● Create signage for promotion in restrooms cobranded with Strawberry Week and JCL logos● Recognize that Strawberry Week has limited resources and any products provided will be subject to Strawberry Week’s available inventory at the reasonable efforts of Strawberry Week who must balance the needs of all of their partners
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Micheala Miller

Micheala Miller
Founder, Chief Executive Officer
Strawberry Week Society

Date: **11/1/2024**

Tricia Suellentrop
County Librarian,
Johnson County Library

Date: _____

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (the Agreement) is made and entered into this 12 day of December, 2024 by and between the BOARD OF DIRECTORS OF THE JOHNSON COUNTY LIBRARY (“the Library”) and the JOHNSON COUNTY LIBRARY FOUNDATION BOARD OF DIRECTORS (“the Foundation”), a Kansas non-profit corporation exempt from taxation pursuant to Internal Revenue Code section 501(c)(3), both parties of Overland Park, Kansas.

Recitals

A. The Foundation was formed in 1996 to “establish an endowment that would be used for the benefit of the collections and programs of the Johnson County Library, and to engage in other activities that assist the Johnson County Library in fulfilling its mission of serving the residents of Johnson County.”

B. Consistent with its stated mission, the Foundation provides financial support through its operations for the benefit of the Library.

C. The Library has provided and will, subject to adequate funding approved by the board of county commissioners, continue to provide assistance to the Foundation to facilitate its operation and the fulfillment of its stated mission.

D. On November 18, 2009, the Library and Foundation entered into a Memorandum of Understanding to describe the manner in which they would collaborate and provide assistance to one another for the benefit of the Library.

E. The Library and Foundation now wish to amend and restate that Memorandum of Understanding to revise certain provisions and to include new provisions (i) on gifts made to the Foundation and to the Library and (ii) setting out operational and procedural provisions relating to naming and sponsorship under Administrative Regulations Manual (ARM) section 10-56-97, “Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.”

Agreements

NOW, THEREFORE, the Library and the Foundation agree as follows, subject to the continued approval of sufficient funding for these purposes by the board of county commissioners:

I. OPERATIONS

1.0 **Office space.** The Library will furnish office space at the Central Resource Library sufficient to operate the Foundation or at an alternative Library location mutually agreeable to the parties. The Foundation will comply with Library policies in its usage of such space.

2.0 **Computer usage; office equipment; Foundation website.** The Library will furnish the Foundation computers, basic IT services, telephones and reasonable usage of office equipment, such as copiers office supplies and fax machines. The Library will also maintain the Foundation

website, with the understanding that the Foundation will be responsible for submitting changes and updates to the Library's website team in a timely fashion.

3.0 Assistance in financial reporting and maintenance of fundraising records. The Library will assist in the Foundation's cash management, accounting and financial reporting. The Library will buy, install and maintain software to manage Foundation financial processing and reporting of those records.

4.0 Marketing and volunteer activities. The Library marketing staff and volunteer coordinator will assist the Foundation with marketing and volunteer support, as needed.

5.0 Personnel. The Library will hire an Executive Director on behalf of the Foundation. The County Librarian will make such hire, after careful consideration of the recommendations of the Foundation's Executive Committee, and in accordance with the policies and procedures of the Human Resources department of Johnson County government. The parties acknowledge that the Foundation's Executive Director will be a county employee subject to the policies of the county's Human Resources department, including those pertaining to compensation. In accordance with county policy, the County Librarian will supervise the Executive Director, who shall direct the operations of the Foundation in consultation with the Foundation's board of directors. The Library will assume the staffing costs for any additional staffing needs. JCLF staff reimbursement is reflected in section 15.0.

6.0 Charges to Foundation. In recognition of the support provided to the Library by the Foundation, the Library will not charge the Foundation rent for the office space it provides pursuant to section 1.0 or for the services described in sections 2.0 through 5.0 of this Agreement. The Foundation will be responsible for operating expenses relating to fundraising activities, including the costs of postage, large copy jobs, and consumable office supplies used in those activities, including pens, presentation folders, notebooks, card stock, and printing costs.

II. FOUNDATION RESPONSIBILITIES

7.0 Foundation Board of Directors. In compliance with its bylaws, the Foundation will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.

8.0 Compliance with legal and regulatory requirements. The Foundation will engage in an annual audit and prepare necessary government reports at its own expense, including Form 990 and a Kansas Annual Report. The Board will comply with the Foundation's articles of organization, bylaws, and applicable federal and state laws and regulations. The Executive Director will consult with the County Librarian on all matters pertaining to such compliance.

III. FUNDRAISING AND GRANTMAKING

9.0 Restricted, unrestricted and endowment gifts made to the Foundation; gifts made to the Library. All restricted and unrestricted gifts made by donors to the Foundation and all gifts made to the Foundation's endowment by donors will be retained and managed by the Foundation.

Subject to the Foundation’s written Gift Acceptance Policy, the following provisions shall apply to gifts made to the Library:

9.0.1 Library’s statutory obligations with respect to gifts made to the Library. Pursuant to K.S.A. 12-1225(h) and 12-1225b(a), the Board of Directors of the Library has the following powers and duties with respect to gifts made to the library:

(h) to receive and accept any gift or donation to the library and administer the same in accordance with provisions thereof. If no provisions are specified, the board shall have the power to hold, invest or reinvest the gift and any dividends, interest, rent or income derived from the gift in the manner the board deems will best serve the interests of the library;

9.0.2 Restricted gifts made to the Library. In those instances in which a donor has made a gift or donation to the Library subject to restrictions or specified conditions, the Library shall administer the same in accordance with such restrictions or conditions. It may implement such restrictions or conditions by placing the gift with the Foundation in accordance with section 10.0 of this Memorandum of Understanding.

9.0.3 Unrestricted gifts made to the Library. In those instances in which a donor has made an unrestricted gift to the Library, meaning a gift on which the donor has imposed no conditions or restrictions as to use, the provisions of this subsection 9.0.3 shall apply. The Board of Directors of the Library has determined that it will best serve the interests of the Library for unrestricted gifts in an amount exceeding \$500 to be held, invested and reinvested by the Foundation, subject to appropriate safeguards and agreements to be put into place by the County Librarian and the Foundation’s Executive Director, or, in the absence of an Executive Director, the Foundation's President. The Library agrees to notify the Foundation, through its Executive Director, or, in the absence of an Executive Director, the Foundation's President, when it has received and accepted an unrestricted gift in an amount exceeding \$500. The parties agree that the County Librarian and the Foundation’s Executive Director, or, in the absence of an Executive Director, the Foundation's President, are authorized to implement safeguards and agreements with respect to the placement of such gifts with the Foundation. Without limiting such safeguards and agreements that might be implemented, the parties acknowledge that the same might address concerns related to receipt and refunding agreements imposed by trustees, unforeseen tax liability, and auditing requirements.

10.0 Restricted gifts. All gifts restricted for a specific library service will be initially authorized by the County Librarian, subject to Library Board of Directors approval when required under Library policies, and then accepted by the Foundation. The Foundation agrees to administer such gifts in accordance with the restrictions imposed by the donor or donors.

11.0 Management of funds for benefit of Library. The Foundation Board of Directors and Executive Director will manage the proceeds of the Foundation, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation in support of the Library.

12.0 Grant requests. Any grant request for unrestricted Foundation funds by the Library shall be presented in writing by the County Librarian to the Foundation. The Foundation will process the request following the Foundation’s procedure for grant requests, with the Foundation Board of Directors having full authority to accept or deny the grant request.

13.0 Annual disbursement to the Library. The Foundation has raised, and shall continue to raise, funds for the endowment to supplement the Library’s collection needs. The Foundation Board will on an annual basis approve a disbursement from its Invested Funds (hereinafter defined) to the Library for collection development equal to at least 3.75% of the corpus of the Invested Funds, except in those years in which the Foundation Board specifically finds that the endowment assets have sufficiently declined in value to render such a disbursement imprudent. As used herein, the term “Invested Funds” shall mean the Foundation’s endowment fund restricted to supporting the Library collection and any other Foundation funds which are designated as “Invested Funds” by the Foundation board.

14.0 Gifts from Friends of the Johnson County Library. When the Foundation receives gifts and donations from the Friends of the Johnson County Library, it shall separately account for such funds, and disburse the same in accordance with the instructions of the Friends for the Library’s benefit.

15.0 Reimbursement of Executive Director Salary to the Library. The JCL Foundation agrees to reimburse the Library 75% of the salary of the Executive Director annually.

IV. OPERATIONAL AND PROCEDURAL PROVISIONS PERTAINING TO LIBRARY NAMING AND SPONSORSHIP OPPORTUNITIES

16.0 The Board of Directors of the Johnson County Library has adopted ARM section 10-56-97, “Naming and Sponsorship Policy; Working with the Johnson County Library Foundation.” The provisions in this section IV describe agreements with respect to operations and procedures on naming (“Naming”) and (“Sponsorship”) under that policy.

16.01 Sponsorships of Facility/Facilities, as defined in ARM section 10-56-97, may be recognized by signage placed in or near the area/room in the Library or by recognition on a donor plaque as approved by the County Librarian.

16.02 Program (“Program”) Sponsorship may be recognized in Program promotional materials as approved by the County Librarian. Recognition of Facility/Facilities Naming will be defined in the donor agreement, shall be reviewed and approved by the County Librarian for submission to the Library Board, and shall be implemented only upon the approval of the Library Board pursuant to ARM 10-56-97.

16.03 The Foundation in consultation with the County Librarian, will work with design consultants to ensure that appropriate signage is created to recognize each donor’s contribution. The signage designs will be templates that correspond to giving levels for consistency.

16.04 Each Naming or Sponsorship will be finalized through a written agreement signed by the donor and the Foundation Executive Director. The agreement may include pledged gifts with terms of payment not to extend beyond 5 years. The donation will include the cost of the signage.

16.05 Donor signage will be installed after the first payment of the pledged amount. Failure to honor the full pledge within the agreed time frame may result in changes to the method of recognition including removal of the donor's name.

16.06 The Foundation may host private unveiling receptions for naming or sponsorships of \$50,000 or more.

16.07 The Foundation reserves the right to refuse to offer Naming or Sponsorship opportunities to individuals, organizations, or business entities for any reason including, but not limited to, the fact that the individual, organization, or business entity is engaged in promoting alcohol, tobacco, violence, or discrimination of any kind.

16.08 The Foundation reserves the right to remove any name from Facility/Facilities or Program(s) if a person, organization, or business entity engages in inappropriate behavior as set forth in the donor agreement and/or as determined by the Library Board.

16.09 A contribution or donation for a Naming or Sponsorship opportunity of a Facility does not entitle any donor to select the décor of the room or area. Sponsorship of a Program does not entitle the donor to have input on, or determine, the content of the Program.

V. MISCELLANEOUS PROVISIONS

17.0 Annual review and amendment of Agreement. The Library and Foundation agree that this Agreement will be reviewed on annual basis. This Agreement may be amended by a writing signed by the parties.

18.0 Termination of Agreement. This Agreement may be terminated by either party on thirty days prior written notice, in which event the parties will negotiate a new Memorandum of Understanding consistent with the missions of the Library and the Foundation.

19.0 Governing law. This Agreement shall be governed by Kansas law.

In witness whereof, the parties have hereunto set their hands:

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

By: _____
Kelly Kilgore, Chair

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY
FOUNDATION

By: Julie Steiner
Julie Steiner, President

Briefing Sheet

To: Johnson County Library Board
From: Johnson County Library Foundation
Date: December 12, 2024
RE: Closure of Central Resource Library for Library Lets Loose; September 20, 2025

Issue: Consider closing the Central Resource Library on Saturday, September 20, 2025 at 2:00 pm, for the purpose the annual Library Lets Loose fundraising event.

Background:

The Johnson County Library Foundation would like to hold its annual fundraiser, Library Lets Loose, at the Central Resource Library. In order to set-up and host the event, the Foundation would like to request permission to close the building to the public on Saturday, September 20, 2025 at 2:00 pm. Communication will be provided to staff and patrons well in advance of this date to minimize disruption. Patrons will be rerouted to branches in close proximity to the Central Resource Library.

Alternatives: No alternative date or location has been developed.

Recommendation: We recommend the Library Board approve the closing of the Central Resource Library on September 20, 2025 at 2:00 pm.

Suggested Motion: This item is being presented to the Library Board for action.

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 12, 2024

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

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

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

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

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

Attachment(s): Renewal agreement for 2025.

LOGAN LOGAN & WATSON, L.C.

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ANDREW V. LOGAN
JOHN F. LOGAN
COURTNEY E. CYZMAN

ALL ATTORNEYS
ADMITTED IN KANSAS
AND MISSOURI

AGREEMENT FOR LEGAL SERVICES FOR 2025 JOHNSON COUNTY LIBRARY

This letter agreement approved on the 12th day of December, 2024, evidences the agreement by the Board of Directors of the Johnson County Library (JCL) with Logan Logan & Watson, L.C. for legal services to be rendered by Fred Logan and Andrew Logan as co-counsel (Counsel), on projects approved by the Board of Directors or JCL management, during 2025. This agreement is for legal services to be rendered beginning January 1, 2025 and through the period ending December 31, 2025.

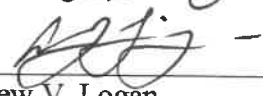
Legal services shall be rendered at the direction of the Board of Directors and JCL management. Fred Logan's and Andrew Logan's services shall be compensated at an hourly rate of \$210.00. Other firm attorneys may be utilized for specific services upon the approval of JCL, in which event the services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

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

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



Fred J. Logan, Jr



Andrew V. Logan
Counsel for Board of Directors of the Johnson
County Library

Kelly Kilgore
Chair, Board of Directors of the Johnson County
Library

To: Library Board of Directors
From: Tricia Suellentrop
Date: December 12, 2024
Re: **SirsiDynix Software Renewal and Move to Software as a Service Model**

Issue: Annual renewal of the software maintenance agreement and statement of work for migration to SirsiDynix software as a service in an amount not to exceed \$326,656.

Suggested Motion: This action is on the consent agenda.

Background: SirsiDynix provides the Library's Integrated Library System (ILS) software - the core service that enables many day-to-day functions in the Library. The ILS maintains records for all items in the collection, all patron cardholders, and all account activity performed. Patrons interact with the ILS whenever they use the web catalog, self-check machines, and automated sorters. Library staff interact with the system through the Workflows client application to manage the entire lifecycle of an item in the collection. The Library's SirsiDynix solution is currently hosted on Library infrastructure.

Analysis: The Library proposes moving to a software as a service (SaaS) model in early 2025 for several advantages:

- Streamlined disaster recovery and expert support.
- On-demand processing power and storage scalability.
- Server-side access without the overhead of maintaining the servers.
- Industry-leading security.
- Timely and consistent upgrades.
- Place the Library in more advantageous position to innovate as most SirsiDynix clients have moved to SaaS hosting and new features are more readily available to hosted environments.

The Library information technology and materials handling professionals feel confident in utilizing SirsiDynix for the SaaS model. Olathe Library managers and IT support have also been consulted and agree on this path and the increased cost.

The increase for the 2025 renewal for the software and support without the migration is the same as previous years – 3.9%. The Library and SirsiDynix have a five-year contract for 2023 to 2027 that locks in the 3.9% increase for all SirsiDynix products and services (though excludes any third-party services such as Enriched Content). The Library will pay the renewal cost of \$278,252.78 for 2025.

The migration will be scheduled in first quarter 2025. The cost for the migration project is \$17,560. The move to SaaS adds about \$31,000 annually for the higher level of support and hosting services. The cost for SaaS and migration for the entire year 2025 would be \$326,656 with credit for the renewal cost mentioned above if completed on January 1, 2025. A portion of the \$31,000 SaaS cost will be prorated based on the date the migration project is completed and accepted.

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.

Funding Overview: JCL IT 2025 operating budget reflects planning the increased cost. Olathe Library is billed for their portion of this renewal through the Interlocal Agreement.

Alternatives: Renew SirsiDynix as currently exists hosted in house.

Recommendation: JCL staff recommends approval of this contract.

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

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

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

		Receipts	Payments	Balance
	Opening cash balance			\$99,233.12
	Add Receipts	\$221.47		
	Less Payments		\$3,047.60	
	Ending Cash balance			\$96,406.99
	Less Liabilities		\$12,364.90	
	Unobligated cash balance			\$84,042.09

APPROVED: _____

DATE: _____

To: Johnson County Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 12, 2024
Re: **Antioch: Contract for Sale of the Antioch Library properties**

Issue: Consider authorizing a contract for sale of the Antioch Library properties with the City of Merriam, KS (Purchaser) in the amount of \$3,930,000.

Suggested Motion: I move that pursuant to ARM 50-20-70(b), the Library Board resolves to sell the Antioch Library properties by private sale. Therefore, I move that the Library Board approve the Real Estate Sale Contract for sale of the Antioch Library properties to the City of Merriam, KS, in the amount of \$3,930,000, and authorize the County Librarian to take the steps necessary to consummate the transaction as provided in Contract Section 10.

Background: In late January 2024 the Antioch Library closed in preparation for moving service to the new Merriam Plaza branch, which opened in March. In addition to the former Antioch Library, the Board owns two nearby parking lots and a Support Services Building. The Support Services Building is the current home to our Facilities Maintenance Partners, and they would need to relocate.

In July 2024, the Library Board approved an easement agreement with Evergy Metro along the south frontage of the Antioch Library property.

In November 2024, representatives from the City of Merriam presented library staff with a letter of intent to purchase. After discussion, the Library worked with the City of Merriam to develop a contract for the sale of the Antioch properties, with the understanding that this sale was related to a development opportunity for the public good of the residents of this area.

The City worked with an independent third party to have an appraisal of the properties conducted and Library staff and legal counsel believe the purchase price is fair and reasonable.

Analysis: The Library Team and the City of Merriam staff have worked diligently to negotiate a contract that provides for an “as-is” sale for all four properties, and an inspection period of 30 days. The Closing period would also be 30 days.

An escrow payment from the City is not being requested; there is however a \$15,000 default clause if the City of Merriam were to pull out of this contract to help cover the Library’s time and expense.

Because this contract would result in disposal of property, the contract is contingent on Board of County Commissioners (BOCC) ratification and approval.

Budget Review: The proceeds from this sale would be received into the Library’s Reserves with the intent to be used for funding future Library projects.

Legal Review: Library legal counsel has drafted the Contract of Sale and approves the contract as to form.

Alternatives: 1) Not authorize the contract for sale at this time, keeping the property and making future decisions with regards to what the Library should do with the Antioch properties.

Recommendation: To authorize a contract for sale of the Antioch Library properties with the City of Merriam, KS (Purchaser) in the amount of \$3,930,000.

REAL ESTATE SALE CONTRACT

This Real Estate Sale Contract (“Contract”) is made and entered as of the ___ day of _____ 2024 (“Effective Date”), between the Board of Directors of the Johnson County Library (“Seller”) and the City of Merriam, Kansas (“Buyer”). Seller and Buyer are individually “Party” and collectively “Parties.”

RECITALS

A. Seller owns and operates public library facilities, including the improvements and underlying real estate, commonly known as the Antioch Library located at 8700 Shawnee Mission Parkway, Merriam, Kansas 66202 (“Library Property”), together with adjacent properties located at 6234 Slater Street, 8807 W. 62nd Street, and 8905 W. 62nd Street, all of which are located in Merriam, Kansas, (“Adjacent Properties”), consisting of 3.43 acres, more or less (collectively, Library Property and Adjacent Properties are “Property”), which is more particularly described on the Legal Description marked as Exhibit A, such legal descriptions being subject to verification by Buyer, and depicted on the Diagram marked as Exhibit B.

B. On November 4, 2024, Buyer delivered a Letter of Intent to Purchase – Antioch Library and Adjacent Properties, expressing Buyer’s offer to purchase the Property, which included an independent, third-party valuation by a professional appraiser evidencing the Purchase Price (as defined in Section 1.b) to be fair market value.

C. Buyer and Seller have successfully collaborated as partners on other efforts benefiting the public, including relocating the Antioch Library onto the Merriam Community Center campus for development of the Merriam Plaza Library.

D. Seller has determined that sale of the Property is desirable on the terms and conditions set forth in this Contract. Pursuant to the terms and conditions of this Contract, Seller agrees to sell, and Buyer agrees to purchase the Property.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Purchase Price and Expenses.

- a. Sales Price. The Parties agree the purchase price for the Property is Three Million Nine Hundred Thirty Thousand and no/100 DOLLARS (\$3,930,000.00) (“Purchase Price”) which the Buyer agrees to pay at Closing (as defined in Section 3) in immediately available funds to escrow with First American Title Insurance Company (“Title Company”).

- b. **Expenses.** At Closing, Buyer shall pay (a) all the escrow charges, closing costs, and fees due Title Company for serving as escrow and closing agent for its services, (b) the cost of the basic title insurance policy, (c) the incremental cost, if any, for extended coverage to the owner's policy of title insurance, (d) the cost of all endorsements to such owner's policy of title insurance requested by Buyer, (e) the cost of any lender's policy of title insurance, (f) the cost of any ALTA survey of the Property, should one be required or necessary in connection with the transaction, and (g) any transfer fees, document stamps, or recording fees.
2. **Approval and Ratification.** The Parties acknowledge and agree:
 - a. Pursuant to K.S.A. 12-1223, this Contract is subject to and contingent upon approval by the Board of Directors of the Johnson County Library and approval and ratification by the Board of County Commissioners of Johnson County, Kansas ("BOCC Ratification"). Seller shall make every reasonable effort to obtain the BOCC Ratification as soon as reasonably possible, but in no event more than sixty (60) days from the end of the Inspection Period (as defined in Section 7), which would cause to extend the period for Closing. In the event of a termination in accordance with this Section, neither party shall have any further liability other than those provisions which expressly survive the termination of this Contract.
 - b. This Contract is subject to and contingent upon the approval of the City's Governing Body.
3. **Closing.** The Seller and Buyer shall cause Title Company to release for recording Seller's special warranty deed upon the receipt of Buyer's delivery of the Purchase Price in immediately available funds to the Title Company (the date of the release, the "Closing"). This transaction shall be closed at the offices of Title Company, or other location mutually agreeable to the Parties, at a time mutually agreeable to the Parties but no later than either (a) thirty (30) days from the expiration of the Inspection Period or (b) five (5) business days from the date of the BOCC Ratification, whichever is later. Seller shall deliver exclusive possession of the Property to Buyer at Closing, except as otherwise provided in Section 9.b.
4. **Proration of Taxes, Assessments, Interest.** Seller is a public body not subject to real property taxes. Taxes accruing after Closing shall be Buyer's sole responsibility. Seller shall pay all installments of special assessments for the years prior to the current calendar year, to the extent incurred. Special assessment installments for 2024, if any, shall be pro-rated between Buyer and Seller as of the Closing. Buyer shall be responsible for payment of all general real estate taxes and special assessments becoming due after Closing. If the amount of the 2024 annual installments of special assessments, if any, cannot be ascertained, pro-ration shall be based on the annual installment of special assessments for 2023.
5. **Title Evidence.** Seller shall deliver to Buyer a preliminary title commitment ("Commitment") issued by the Title Company covering the Property not more than ten (10) days after the

Effective Date. In the event the Commitment or Survey, as defined below, discloses exceptions to title which are unacceptable to Buyer, other than the so-called “standard” or “general” exceptions, including but not limited to the lien of current real estate taxes, the payment of which is not yet due, Buyer shall have until ten (10) business days after Buyer’s receipt of the Commitment to notify Seller in writing of any such exceptions that Buyer finds objectionable (“Unpermitted Exceptions”). Upon receipt of a notice of Unpermitted Exceptions from Buyer, Seller shall have ten (10) business days to have the Unpermitted Exceptions removed from the Commitment. If Seller fails to have said Unpermitted Exceptions so removed or insured over (with Buyer’s approval) within the period allowed to Seller set forth above, then Buyer, at Buyer’s option, may, within five (5) business days thereafter, elect any one of the following: (a) terminate this Contract and neither party shall have any further liability other than those provisions which expressly survive the termination of this Contract; (b) waive objection to the Unpermitted Exceptions in writing and proceed with the sale contemplated under this Contract; or (c) extend the time period allowed to Seller to have said exceptions removed or insured over. If Buyer does not elect clause (a), (b), or (c) above within the requisite time period, Buyer shall be deemed to have elected clause (b) above. The Parties shall confirm the Unpermitted Exceptions in writing, once determined. At or before Closing, the Seller shall cause Title Company to issue an updated Commitment addressed to Buyer and binding the Title Company to issue to Buyer, at the Closing, an Owner's Policy of Title Insurance on a current ALTA standard form ("Owner's Title Policy") modified to be consistent with the Commitment, in the amount of the Purchase Price, which sets forth the state of title to the Property and all exceptions thereto which Buyer accepts and are not Unpermitted Exceptions.

6. Destruction by Casualty. If, before Closing, any of the improvements on the Property are destroyed or substantially damaged by fire, lightning or any other casualty, or taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, Seller shall promptly provide written notice to Buyer of any such event. After inspection of the Property, the Buyer shall have the option of continuing this Contract or, in lieu thereof, cancelling the same by written notice within ten (10) days of such loss or damage.
7. Inspections. Buyer agrees to accept the Property in its “as is” condition. However, Buyer may, at Buyer’s expense, arrange for inspections of the Property and the improvements thereon (“Inspections”) for a period of not more than thirty (30) days from the Effective Date (“Inspection Period”). The Seller shall, under no circumstances, have any obligation to repair or replace items on the Property or in the improvements and makes no warranty with respect to the condition of the Property or such improvements whatsoever. Buyer agrees the Purchase Price will not be adjusted as a result of the Inspections or findings from the Inspections.
 - a. During the Inspection Period, Buyer, as part of the Inspections, may perform soil tests, environmental tests or audits, structural, foundation and mechanical inspections and such other inspections or surveys and to conduct any other due diligence as Buyer deems necessary. Buyer agrees to repair any damage to the Property arising from these

- Inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from the physical act of completing these Inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Should Buyer terminate the contract as a result of the Inspections, Buyer shall provide Seller with a copy of all written reports resulting from the Inspections within ten (10) days of the completion of said inspection.
- b. Seller agrees to give Buyer and Buyer's professional consultants or agents reasonable access to the Property and the improvements thereon to conduct Inspections on weekdays from 9:00 a.m. to 5:00 p.m. following at least 24 hours advanced written notice, when possible. If, during the Inspection Period, Buyer is advised in writing by a qualified professional in connection with the Inspections of an unacceptable structural defect or health or environmental hazard, or some unacceptable defect in the mechanical systems on the Property, Buyer may, at Buyer's discretion, tender to the Seller a written notice with a copy of the written advice from Buyer's qualified professional in which the Buyer notifies the Seller the Buyer is canceling this Contract. If on or before the end of the Inspection Period, which is the thirtieth (30th) day from the Effective Date, Seller does not receive written notice from the Buyer that Buyer deems the Inspections unacceptable and that the Contract is being cancelled, then the condition in this paragraph shall be deemed waived by the Buyer.
 - c. Buyer acknowledges and agrees that Seller provided the kinds of documents and information described in this Section 7.c. Notwithstanding the foregoing, Seller shall provide to Buyer, no later than five (5) business days after the Effective Date, true and complete copies of information and documents pertaining to the Property, to the extent such documents and information exist and are within Seller's possession or control, including: surveys and site plans; environmental reports and appraisals; current service contracts, structural, roof or mechanical systems information, including warranties; title reports or title policies; agreements or association agreements related to the Property; and any other documents in Seller's possession related to ownership and operation of the property that Buyer may reasonably request.
8. Default. Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:
- a. If Seller defaults, Buyer may either: (1) sue to specifically enforce this Contract or (2) terminate this Contract, releasing the Parties from further liability.
 - b. If Buyer defaults, Seller may terminate this Contract by written notice to Buyer, in which event Buyer shall pay \$15,000 to Seller within five (5) days of termination to compensate Seller for Seller's expenses and damages in connection

with the Buyer's default, and thereafter, the Parties shall be released from further liability.

9. Miscellaneous Provisions.

- a. Condition of Property. It is understood that Buyer will have had ample opportunity to inspect the Property and the improvements, and accordingly accepts the Property and the improvements in "as is" condition. Closing by Buyer shall constitute acceptance of the Property and the improvements in its then-existing condition. Seller has not and does not now make any representations as to the past, present or future condition, expenses, operation or any other matter or thing affecting or relating to the Property or improvements described herein and Buyer hereby acknowledges that no such terms, agreements, covenants, and conditions have been made by and between the parties hereto. The real property and the improvements thereon are purchased in strictly "as is" condition.
- b. Public Utility Access. Buyer acknowledges and agrees that Seller has consulted Buyer and been in coordination with Buyer related to allowing Evergy, a public utility service provider, and its employees and contractors ("Public Utility") to access utility easements in the right-of-way on or adjacent to the Property along the Property's south boundary. Buyer agrees Buyer shall have no objection to Seller permitting the Public Utility to cross the Property for the purpose of accessing the right-of-way utility easements at Closing.
- c. Property Included in Purchase Price. The Property included in the Purchase Price includes the described real estate, the improvements thereon, and all remaining fixtures within the Property, with the exception of network, telecommunications, and security hardware, materials, and equipment, which will be removed by Seller prior to Closing.
- d. Brokerage Commissions. The Parties represent and warrant neither utilized the services of a broker in connection with the transaction described in this Contract. Seller and Buyer each agree to indemnify and hold the other harmless from the claims of any broker on their respective behalf.
- e. Survival of Covenants and Agreements. All covenants, agreements, representations and warranties contained in this Contract shall survive the Closing.
- f. Time. Time is of the essence to this Contract.
- g. Modifications. Any alteration, change, or modification to this Contract, in order to become effective, shall be made by written agreement of the Parties.
- h. Applicable Law and Venue. This Contract is governed by and construed in accordance with the laws of the State of Kansas. The Parties agree any dispute arising under this Contract is subject to the exclusive jurisdiction of the courts of Johnson County, Kansas.

- i. Partial Invalidity. If any provisions of this Contract be deemed invalid or unenforceable, the remainder of this Contract shall not be affected, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- j. Notices. Every notice, demand or consent or other document or instrument required or permitted to be served under this Contract shall be in writing and mailed by certified or registered United States mail (return receipt requested), postage prepaid, or by overnight delivery service (Federal Express, Air Borne, UPS Next Day Air or similar), prepaid, addressed to the respective parties at the addresses stated below:

To Buyer: City of Merriam, Kansas
 9001 W. 62nd Street
 Merriam, Kansas 66202
 Attention: Chris Engel

With a copy to: _____

To Seller: Johnson County Library
 9875 W 87th Street
 Overland Park, KS 66212
 Attention: Patricia Suellentrop

With a copy to: Logan Logan & Watson, L.C.
 8340 Mission Road, Suite 106
 Prairie Village, Kansas 66206
 Attention: Andrew Logan

To Title Company: First American Title Insurance Company
 National Commercial Services
 1100 Main Street, Suite 1900
 Kansas City, MO 64105
 Attention: _____

- k. Entire Agreement. The Recitals set forth above and exhibits attached to this Contract are incorporated in the Contract by reference. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. Other than as expressly set forth in this Contract, the Parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the Parties hereto.

1. Counterparts. This Contract may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed an original, and all such counterparts shall together constitute one and the same agreement.

10. Further Authority of the Johnson County Librarian. Seller, by and through its governing body, the Board of Directors of the Johnson County Library, hereby resolves, authorizes, designates and directs the Johnson County Librarian, Patricia Suellentrop, to execute such documentation necessary for Closing, including but not limited to the special warranty deed, as required by Title Company, and to convey the Property from Seller to Buyer.

[Remainder of page intentionally blank; signature page follows.]

Signature Page

IN WITNESS WHEREOF, the Parties have subscribed their names on the dates set forth below, as of the Effective Date first set forth above.

“SELLER”

Board of Directors of the Johnson County
Library

“BUYER”

City of Merriam, Kansas

By: _____
Kelly Kilgore, Chair

By: _____
Bob Pape, Mayor

Date: _____

Date: _____

Attest:

Attest:

Secretary

Approved:

Approved:

Johnson County Library Legal Counsel

[Remainder of page intentionally blank; exhibits follow.]

EXHIBIT A

LEGAL DESCRIPTION

The Property, which is four parcels commonly known as 8700 Shawnee Mission Parkway, Merriam, Kansas 66202, 6234 Slater Street, Merriam, Kansas 66202, 8807 W. 62nd Street, Merriam, Kansas 66202, 8905 W. 62nd Street, Merriam, Kansas 66202, consisting in sum total of 3.43 acres, more or less, and legally described as follows:

TRACT 1:

THE SOUTH 95.4 FEET OF LOT 1 AND THE SOUTH 95.4 FEET OF LOT 2, AND ALL OF LOTS 3 AND 4, AND THE SOUTH 100 FEET OF LOTS 5, 6 AND 7, BLOCK 42, EBY SUBDIVISION, MERRIAM PARK, A SUBDIVISION IN THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

AND

ALL OF LOTS 3, 4, 5 AND 6, BLOCK 41, EBY SUBDIVISION, MERRIAM PARK, A SUBDIVISION IN THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

TRACT 2:

LOTS 1 AND 2 EXCEPT THE SOUTH 110 FEET OF LOTS 1 AND 2, BLOCK 41, EBY SUBDIVISION, MERRIAM PARK, A SUBDIVISION IN THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

AND

THE NORTH 100 FEET OF LOT 1, BLOCK 42 AND THE NORTH 100 FEET OF LOT 2, BLOCK 42, AND THE EAST 50 FEET OF LOT 10, AND ALL OF LOTS 11, 12, 13 AND 14, BLOCK 42, EBY SUBDIVISION, MERRIAM PARK, A SUBDIVISION IN THE CITY OF MERRIAM, JOHNSON COUNTY, KANSAS, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

[Remainder of page intentionally blank; Exhibit B follows.]

EXHIBIT B

DIAGRAM

The Property includes the improvements and underlying real estate approximately outlined in blue lines:



[Remainder of page intentionally blank.]

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 12, 2024

Re: Delegate Authority to County Librarian regarding remaining open December 25th, 2024, January 1st, 2025, and / or January 20th, 2025, during extreme temperatures.

Issue: This is being presented for action. Johnson County Library has been asked by the County Managers Office to develop a proposal for remaining open on holidays, when the Library is typically closed, when temperatures reach an extreme level (to be defined and in alignment with other Johnson County services). As the County Librarian, I request the authority to make the decision to remain open on the holidays noted (Christmas Day, New Years Day and Martin Luther King Jr. Day) once a proposal is completed and agreement is reached with our County partners.

Suggested Motion: I move to authorize that the Library Board approve the County Librarian's authority to take measures to open a library location in partnership with Johnson County in the event of an extreme weather event on any of the following dates, December 25th, 2024, January 1st, 2025, and / or January 20th, 2025, once a proposal is completed and agreement is reached with our County partners.

Background: The Library is not open to the public on County Holidays per Library policy 20-10-11. Johnson County Library has been asked by the County Managers Office to develop a proposal for remaining open on holidays, when the Library is typically closed, to act as a warming center when temperatures reach an extreme level (to be defined and in alignment with other Johnson County services). Example being Christmas Day, New Years Day and Martin Luther King Jr. Day.

As the County Librarian, I have begun discussions on a proposal that would include one library and one County building to serve as warming centers when temperatures reach an extreme level. The details and agreement on this proposal are not complete. The request for the authority to make the decision to remain open on the noted holidays is made with the understanding that we will reach agreement on any openings with our County partners.

A similar request was considered in January of 2024, regarding the use of Lackman during extreme weather over the Martin Luther King Jr. Day holiday. The Library Board unanimously approved the County Librarian's authority at that time to take measures to make Lackman a temporary shelter in partnership with Project 1020. Ultimately the Library did not move forward to take measures to utilize Lackman as a temporary shelter at that time.

Analysis: This information will be considered in the completed proposal. Information that is being considered includes other county buildings that will remain open, what staff from other county departments will be assisting with the opening of a library building, how many library employees it would take to staff temperature-related openings, how those individuals would be determined, and the costs associated with such an opening.

Funding Overview: Staffing on a holiday would require additional and increased pay for staff working on those days. There is a payment structure used for election recounts that can provide guidance. Budget and HR are involved in this proposal.

Alternatives: The Library Board could deny authority to the County Librarian to make this decision. The Library Board could approve Library opening on December 25th 2024, January 1st 2025, and / or January 20th 2025.

Recommendation: This is being presented to the Library Board for action.

Purchasing Review: N/A

Budget Review:

Legal Review: N/A

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 12, 2024

Re: Memorandum of Understanding with Johnson County Genealogical Society

Issue: Partnership with Johnson County Genealogical Society

Suggested Motion: Information only, will come for action in January, 2025.

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

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

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

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

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

Recommendation: None currently, for information only.

Legal Review: Reviewed by Counsel

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY

THIS AGREEMENT is made and entered into for the year 202⁵⁴ by and between the JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC., Johnson County, Kansas, hereinafter sometimes referred to as JCGS, and JOHNSON COUNTY LIBRARY, Johnson County, Kansas, hereinafter sometimes referred to as the LIBRARY.

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

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

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

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

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

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

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

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

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

JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC.

JOHNSON COUNTY LIBRARY

By: Angela Fields, Heather Jenkins, President

By: _____ Patricia Suellentrop, County Librarian

Date: _____

Date: _____

By : _____

Susan Lamkin Cowan, Recording Secretary

Date: _____

AGREEMENT BETWEEN THE JOHNSON COUNTY LIBRARY AND JOHNSON COUNTY GENEALOGICAL SOCIETY

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

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

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

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

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

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

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

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

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

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

JOHNSON COUNTY GENEALOGICAL SOCIETY AND LIBRARY, INC.

JOHNSON COUNTY LIBRARY

By: _____
Heather Jenkins, President

By: _____
Patricia Suellentrop, County Librarian

Date: _____

Date: _____

By : _____
Susan Lamkin Cowan, Recording Secretary

Date: _____

DRAFT

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 12, 2024

Re: Memorandum of Understanding with Catholic Charities of Northeast Kansas

Issue: Partnership with Catholic Charities of Northeast Kansas

Suggested Motion: Information only, will come for action in January, 2025.

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

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

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

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

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

Recommendation: None currently, for information only.

Legal Review: Reviewed by Counsel



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

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

A. PURPOSE AND SCOPE:

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

B. ROLES AND RESPONSIBILITIES:

a. CCNEK SHALL:

a.

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

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

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

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

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b. JOHNSON COUNTY LIBRARY/JCL -SHALL:

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

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

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

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

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

JOHNSON COUNTY LIBRARY Contact:

Chris Koppenhaver

[Youth Services- Regional](#)

Librarian

(o) 913.826.4600

(e) koppenhaverc@jocolibrary.org

CCNEK Contact:

Amanda DeYoung

Food Access Coordinator

(o) 913.433.2048

(e) adeyoung@catholiccharitiesks.org

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

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

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

5. CONFIDENTIALITY NON DISCLOSURE.

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

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

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

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

9. COMPLIANCE TO POLICIES. All parties to this Memorandum of Understanding agree to abide by the safety and security when providing services at or visiting a collaborator's place of business. Applicable policies will be communicated to each party by the respective collaborators prior to the delivery of services or commencement of visitations.
10. INTELLECTUAL PROPERTY. All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party.
11. DATA MANAGEMENT SHARING. Pertinent data will be collected as specified in the roles and responsibilities section. This information will be shared between both parties at the following intervals: on a weekly basis.
12. BRAND AND LOGOS. All parties agree not to use each other's company brand or logo as part of a marketing campaign or included on any public facing media without the written consent and agreement of all parties involved.
13. NON-BINDING MEMORANDUM OF UNDERSTANDING. The Parties enter into this Memorandum of Understanding while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this Memorandum of Understanding shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this Memorandum of Understanding is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.
14. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through August 31, 2025⁴ at which time it will expire unless extended by both parties in writing.

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

Date: _____

Lauren Solidum
President & CEO

Date: _____

Patricia Suellentrop
County Librarian

CCNEK Representative Signature

JCL Representative Signature



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

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

A. PURPOSE AND SCOPE:

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

B. ROLES AND RESPONSIBILITIES:

a. CCNEK SHALL:

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

b. JCL SHALL:

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

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

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

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

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

JOHNSON COUNTY LIBRARY Contact:

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

CCNEK Contact:

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

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

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

5. CONFIDENTIALITY NON DISCLOSURE.

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

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

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

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

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

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

Date: _____

Lauren Solidum
President & CEO

Date: _____

Patricia Suellentrop
County Librarian

CCNEK Representative Signature

JCL Representative Signature

DRAFT

To: Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 12, 2024

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

Issue: Partnership with Johnson County DTI-AIMS

Suggested Motion: Information only, will come for action in January, 2025.

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

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

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

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

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

Recommendation: None currently, for information only.

Legal Review: Reviewed by Counsel

Johnson County Library Data/Analytics

Memorandum of Understanding ("MOU")

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

I. General Terms and Conditions

a. Hours and rates

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

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

b. Length of Agreement

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

c. Billing and Review Terms

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

II. Roles and Responsibilities

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

III. Termination/Modification

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

IV. Data and Services

Data/SoftwareSoftware

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

Services

SDE Administration

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

myAIMS

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

V. Acceptance

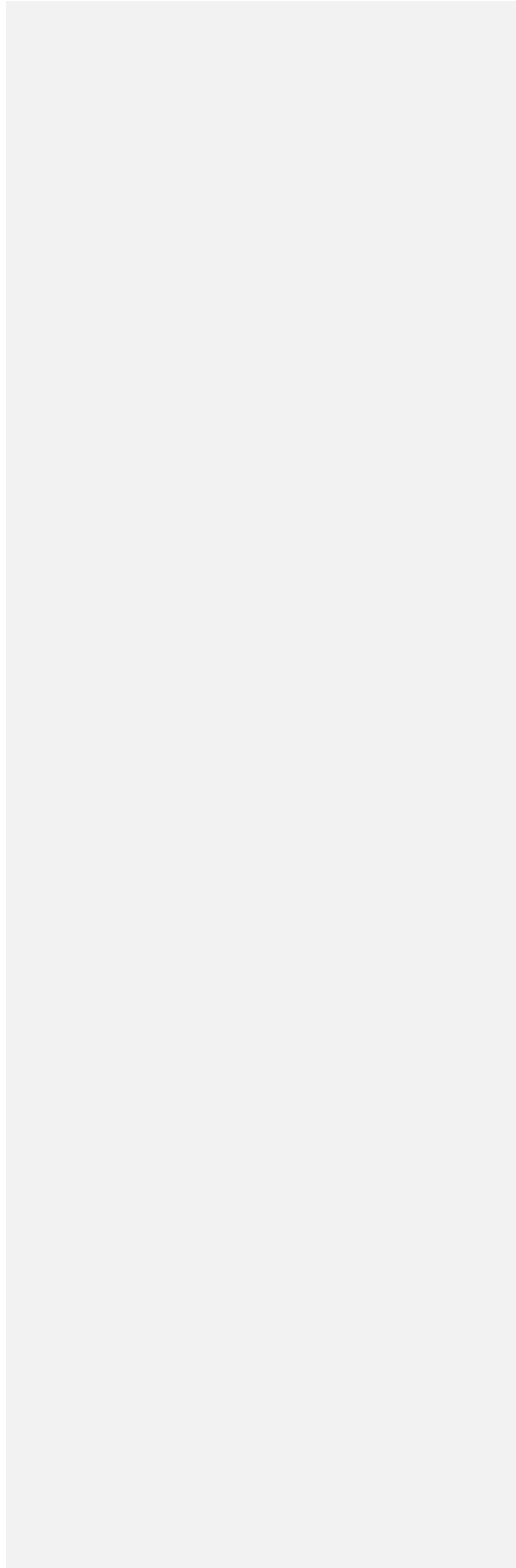
This MOU is understood and agreed upon by the following representatives of DTI-AIMS and JCL.

Shannon Porter
DTI-AIMS Manager

Tricia Suellentrop
County Librarian

Date

Date



Johnson County Library Data/Analytics

Memorandum of Understanding ("MOU")

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

I. General Terms and Conditions

a. Hours and rates

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

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

b. Length of Agreement

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

c. Billing and Review Terms

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

II. Roles and Responsibilities

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

III. Termination/Modification

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

IV. Data and Services

Data/Software

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

Services

SDE Administration

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

myAIMS

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

V. Acceptance

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



Shannon Porter
DTI-AIMS Manager

11/6/2024
Date

Tricia Suellentrop
County Librarian

Date

To: Library Board of Directors
From: Tricia Suellentrop
Date: December 12, 2024
Re: Information item: Renewal of MOU with InterUrban ArtHouse

Issue: MOU Renewal

Suggested Motion: **Information only.** I move that the Johnson County Board of Directors renews the memorandum of understanding between the Library and InterUrban ArtHouse for the curation of library art spaces.

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

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

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

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

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

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

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

Recommendation: Approve the agreement

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

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

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

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

Interurban ArtHouse Paid Curation

~~July 1, 2023 – December 31, 2024~~

January 1, 2025 – December 31, 2025

Scope of Work

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

Interurban ArtHouse Curatorial services include:

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

Promotion and Documentation:

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

Program/Training:

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

Locations/Pricing

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

Terms

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

Cancellation

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

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

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

MOU between the Johnson County Library and Interurban ArtHouse

Angi Hejduk, Chief Executive Officer

Interurban ArtHouse Representative Date

Tricia Suellentrop

County Librarian, Johnson County Library Date

~~Bethany Griffith~~ Kelly Kilgore

Chair, Johnson County Library Board Date

MOU between the Johnson County Library and Interurban ArtHouse

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

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

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

Scope of Work

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

Artist Selection Process

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

Promotion and Documentation

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

Program/Training

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

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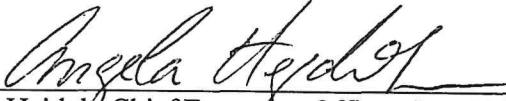
Location	Curatorial Fee	Admin Fees	Artist Stipends	Total
Merriam Plaza Library 6120 Slater St. Merriam, KS 66202	\$1,750	\$500	\$900	\$3,150
Blue Valley ibrary 9000 W 151st St Overland Park, KS 66221	\$1,750	\$500	\$900	\$3,150
Cedar Roe Library 5120 Cedar St. Roeland Park, KS 66205	\$1,750	\$500	\$900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

Terms


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

Cancellation

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



Angi Hejduk, Chief Executive Officer, InterUrban ArtHouse



Date

Tricia Suellentrop, County Librarian, Johnson County Library

Date

Kelly Kilgore, Chair, Johnson County Library Board

Date

To: Johnson County Library Board of Directors

From: Tricia Suellentrop, County Librarian

Date: December 12, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective the 1st day of January 202~~2~~5, continues the working relationship between the Board of Directors of the Johnson County Library and the Johnson County Department of Financial Management and Administration.

RECITALS

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

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

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

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

The parties accordingly agree to the terms set forth below.

TERMS OF UNDERSTANDING

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

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

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

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

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

By _____
 Brent Christensen
 Director, Financial Mgmt. & Administration

By _____
~~Sean Casserley~~ Tricia Suellentrop
 Johnson County Librarian

By _____
 Penny Postoak Ferguson
 County Manager

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

Approved as to Form:

Approved as to Form:

By _____
 Denise M. Howard
 Assistant County Counselor

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

To: Library Board of Directors
From: Tricia Suellentrop, County Librarian
Date: December 12, 2024
Re: Information: Collection Development Policy revisions

Issue: Biannual review of the Collection Development Policy

Suggested Motion: Information Only

Background:

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

Analysis:

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

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

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

Funding Overview:

There are no funding implications with these updates.

Alternatives:

Suggest any other changes to the documents

Recommendation:

Approve the changes and adopt the revised policy.

Purchasing Review: N/A

Budget Review: N/A

Legal Review: Completed

ADMINISTRATIVE REGULATIONS

TAB: Collections

DOCUMENT NUMBER: 30-10-10

SECTION: Collections Department

SUBJECT: COLLECTIONS POLICY STATEMENT

SUMMARY

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

Effective Date:

July 12, 2012

Reviewed:

October 4, 2017

October 27, 2021

POLICY

Formats

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

Subject Matter

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

Collection Development Policy

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

Library Bill of Rights

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

October 27, 2021

ARM 30-10-10 End

Collection Development Policy Update

Lacie Griffin- Collection Development Manager



Collection Development Policy

Renewed by the Johnson County Library
Board of Directors
January 12, 2023

- Purpose of The Library's collection
- Guidelines for Selection
- Collection Management
 - Clientele Served
 - Formats
 - Subjects
 - Gifts
- Request for Reconsideration

We review the document
every 2 years



The Collection Development Team



Samantha Chinn

eResource Collection Specialist

Hope Harms

Digital Access & Cataloging Specialist



Beth Atwater

Adult Fiction & DVD Selector

Matt Fuegen

Adult Nonfiction/Ref, Music CD, Video Game Selector

Elena McVicar

Youth & Graphic Novels Selector



Rachel Fair

Collection Development Clerk

Lacie Griffin

Collection Development Manager

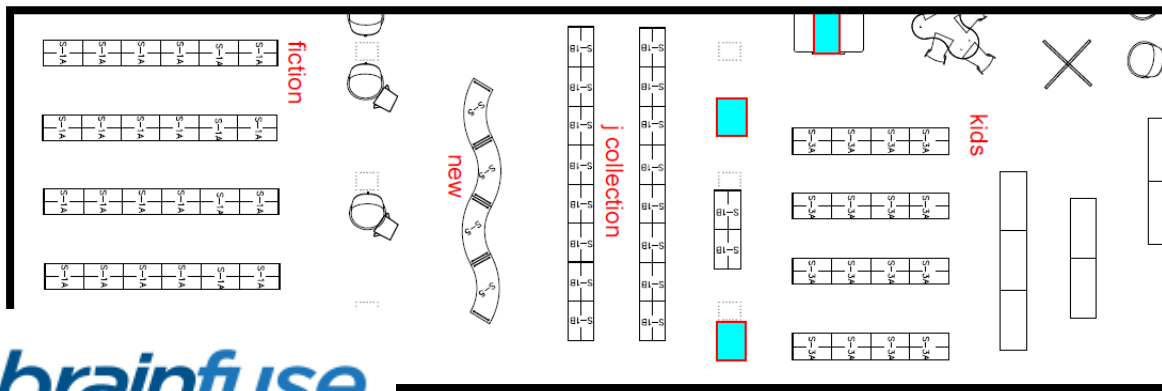
Karen Wickwire

Assistant Collection Development Manager



Mission

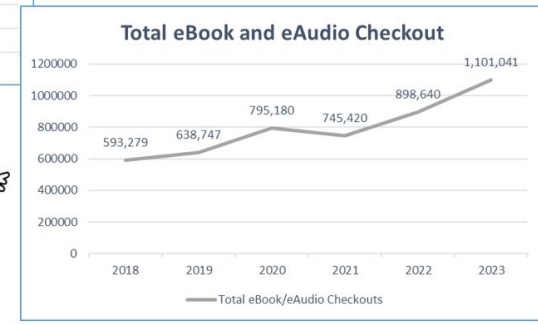
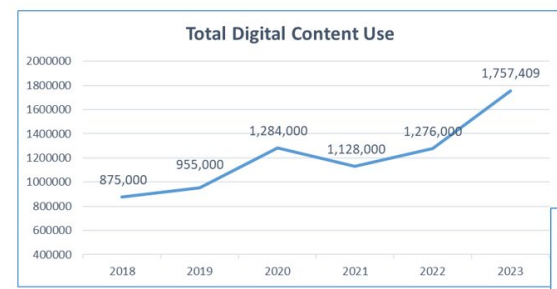
Johnson County Library provides access to ideas, information, experiences and materials that support and enrich people's lives.



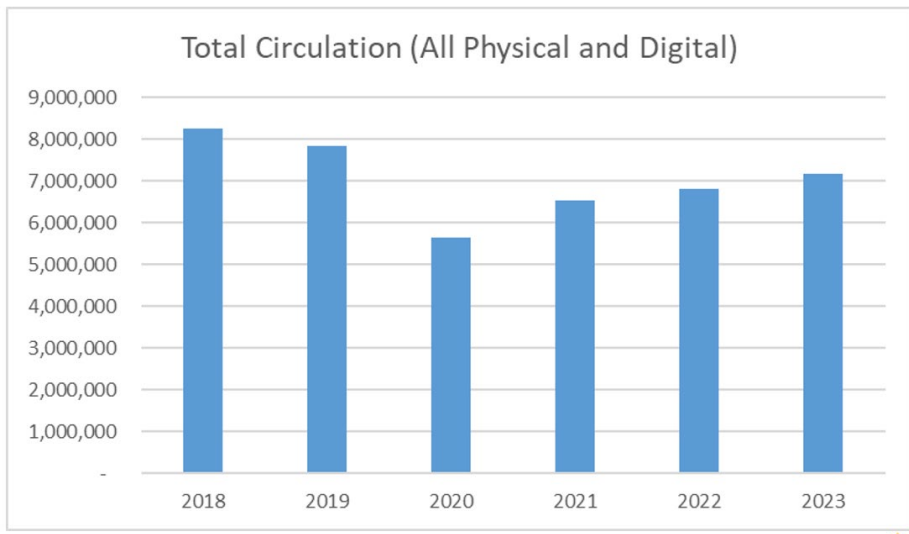
Criteria we use to evaluate the collection annually

Collection Expenditures

Digital Use and Checkouts



Suggestion for Purchase and Interlibrary Loan Requests



Physical Vs Print (availability and price)

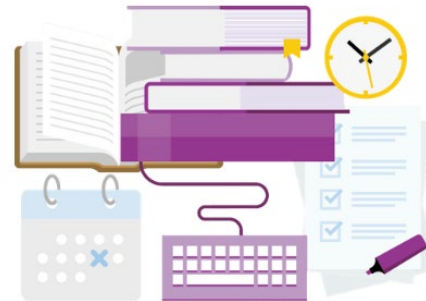
Marketing and Sales

Awards, Reviews and Media



Upcoming assessments

- 2025
 - Diversity Audit
 - Compare to the 2021 Diversity Audit
 - iCurate inClusive
- 2026
 - Patron Survey
 - Working with Olathe Public Library
 - Collection Development Policy Update
- 2027
 - Staff Survey
 - Similar to past Collection Summit
- 2028
 - Strategic Plan Prep: 5-year forecast on formats
 - Collection Development Policy Update



2024 Collection Development Policy Updates

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



Collection Development Policy

Revisions Adopted by the Johnson County Library
Board of Directors

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

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COLLECTION DEVELOPMENT POLICY

PURPOSE

1.0

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

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

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

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

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

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

Mission Statement

1.1

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

Vision Statement

1.2

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

Values Statement

1.3

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

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

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

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

Trends, Operating Environment, and Community Composition

1.4

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

Outcomes and Strategies

1.5

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

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

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

- Operations

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

Johnson County Library Collections

1.6

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

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

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

DEFINITIONS

2.0

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

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

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

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

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

"Local" refers to Johnson County and its environs.

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

"JCL" refers to Johnson County Library.

"The Library" refers to Johnson County Library.

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

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

GUIDELINES FOR MATERIALS SELECTION 3.0

General Guidelines 3.1

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

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

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

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

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

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

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

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

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

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

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

Evaluation

3.2

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

**Controversial
Subjects/
Items**

3.3

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

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

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

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

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

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

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

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

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

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

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

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

Criteria for Selection

3.4

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

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

technical excellence.

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

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

**General Factors
for All Types
of Materials**

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

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

Nonfiction

Fiction

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

Children's

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

depiction of characters in the work.

Periodicals

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

Audiovisual

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

eResources

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

content

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

**RESPONSIBILITY
FOR MATERIALS**

4.0

The County Librarian is responsible for selection and deselection of materials

SELECTION AND DESELECTION

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

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

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

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

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

RELATIONSHIPS TO OTHER LIBRARIES, INSTITUTIONS, AND ORGANIZATIONS 5.0

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

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

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

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

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

Duplicates

6.1

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

Titles may be duplicated in multiple collections as need warrants.

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

Need Versus Demand

6.2

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

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

Replacements

6.3

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

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

Preservation of Information

6.4

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

Weeding

6.5

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

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

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

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

Classic titles and core titles which may

circulate infrequently are retained.

**POLICIES BY
CLIENTELE
SERVED**

7.0

Adults

7.1

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

Teens

7.2

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

Children

7.3

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

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

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

Individuals with Visual Disabilities

7.4

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

Materials in Braille are not acquired for the book collections.

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

Individuals with Hearing Disabilities

7.5

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

Students

7.6

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

Business Community

7.7

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

Outreach and Programming

7.8

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

**POLICIES BY
FORMAT OF
MATERIALS**

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

Books

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

Videos

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

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

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

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

Audiobooks

8.3

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

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

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

Recorded Music

8.4

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

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

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

Any recorded music that meets

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

Newspapers

8.5

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

Maps

8.6

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

Periodicals

8.7

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

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

Backfiles of periodicals are retained according to an established schedule.

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

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

Government Documents 8.8

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

Federal Depository Collection

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

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

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

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

**Kansas State
Depository
Collection**

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

Microforms

8.9

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

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

8.10

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

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

Printed Music

8.11

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

**Computer
Software and
Video Games**

8.12

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

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

Large Print

8.13

The Library provides large print books.

eResources

8.14

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

Realia

8.15

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

POLICIES BY SUBJECT OF MATERIAL

9.0

Fiction

9.1

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

and reading skills.

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

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

Non-English Language Materials 9.2

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

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

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

foreign world languages are purchased selectively based on need.

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

Medicine and Related Fields

9.3

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

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

Law

9.4

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

Human Sexuality

9.5

It is part of the function of the Library to

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

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

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

Semi and Pseudo-Scientific Materials

9.6

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

Religion

9.7

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

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

United States

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

Professional Library Materials

9.8

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

Small Press Materials

9.9

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

Local Authors And Local and Kansas History

9.10

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

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

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

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

Genealogy and Heraldry

9.11

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

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

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

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

genealogical principles and procedures

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

Regional Reference

9.12

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

Local History

9.12.1

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

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

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

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

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

Johnson County

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

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

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

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

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

Urban Reference

9.12.2

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

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

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

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

The Regional Reference Collection includes the following materials:

- Local ordinances
- Local planning documents

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

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

Business

9.13

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

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

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

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

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

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

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

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

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

GIFTS

10.0

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

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

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

wish to fill them out themselves.

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

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

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

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

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS 11.0

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

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

the request.

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

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

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

The form on the following page will be made available.

Library

Request for Reconsideration of Library Materials

Title _____

Author (if appropriate) _____

Request initiated by _____

Telephone _____ Address _____

City _____ Zip _____

Library _____ Date _____

If the item is already in the collection, please answer the following questions:

1. To what in the item do you object? (Please be specific)

2. Did you read or view the entire item? If not, which portion did you read or view?

Within 20 days after this form is submitted, the Collection Development Manager will respond in writing to you regarding your request.

APPENDIX

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

SUMMARY

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

Effective Date:

Reaffirmed September 13, 2012

Reviewed

August 2, 2016

**LIBRARY BILL
OF RIGHTS**

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

Basic Policy

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

Represents All Views

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

Censorship

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

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

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

August 2, 2016

ARM 10-20-10

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

SUMMARY

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

Effective Date:

Reaffirmed August 2016

Reviewed

August 2, 2016

**THE FREEDOM
TO READ**

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

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

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

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

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

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

Librarian
Responsibility

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

Constitutional
Guarantee

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

Affirmation of
Propositions

We therefore affirms these propositions:

Diversity of
Views

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

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

Non-Endorsement

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

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

Content Independent Of Authorship

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

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

Freedom Of Choice

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

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

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

Subjective
Labeling

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

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

Responsibility to
Contest
Encroachments

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

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

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

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

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

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

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

Authorship A Joint Statement by:
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Inc.
Freedom to Read Foundation
National Association of College Stores
The Thomas Jefferson Center for the Protection of
Free Expression

August 2, 2016

ARM 10-20-30- End

Tab: Governance

Section: Library Documents

Subject: FREEDOM TO VIEW

SUMMARY

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

Effective Date:

Reviewed

Reaffirmed September 13, 2012
August 2, 2016

**THE FREEDOM TO
VIEW**

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

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

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

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

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

SUMMARY

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August 2, 2016

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