



**Board Report
September 13, 2018**

IF YOU REQUIRE ANY ACCOMMODATION (I.E. QUALIFIED INTERPRETER, HEARING ASSISTANCE, ETC) IN ORDER TO ATTEND THIS MEETING, PLEASE NOTIFY THE CENTRAL RESOURCE LIBRARY AT (913) 826-4600 NO LATER THAN 48 HOURS PRIOR TO THE SCHEDULED COMMENCEMENT OF THE MEETING.

AGENDA

JOHNSON COUNTY LIBRARY BOARD OF DIRECTORS
REGULAR MEETING, SEPTEMBER 13, 2018
CENTRAL RESOURCE LIBRARY
CARMACK MEETING ROOM
4:00 P.M.

- I. Call to Order
- II. Citizen Comments
- III. Remarks
 - A. Members of the Johnson County Library Board of Directors
 - B. Board Chair, Nancy Hupp
 - C. Friends of the Library, Jeanie Botkin
 - D. Executive Director, Johnson County Library Foundation, Stephanie Stollsteimer
 - E. Liaison, Board of County Commissioners, Ron Shaffer
- IV. Reports
 - A. Board Counsel – Fred Logan
 - a) Review of revisions that will be proposed to Library regulations on suspension of Library privileges
 - b) Review of how property conveyance will be handled on the new Antioch Library site in Merriam
 - B. County Librarian Report
 - 1. Finances and Statistics – Nicki Neufeld5
 - a) Friends and Foundation fund expenditure report – Nicki Neufeld11
 - b) Trends in maintenance and security – Adam Wathen13
 - c) Monticello usage statistics – Adam Wathen18
 - 2. Strategic Plan – Sean Casserley
 - a) Update on KU PMC facilitated All Managers meeting
 - 3. Comprehensive Library Master Plan – Scott Sime
 - a) Lenexa City Center19
 - b) Monticello
 - c) New Antioch
 - 4. Updates – Sean Casserley
 - a) Report from the Budget Committee meeting
 - b) Process of banning a patron
 - c) Award from Shawnee Economic Business Council – Ben Sunds
 - d) Report on county audit of cyber security
 - e) Report on alcohol regulation to be presented to the Board of County Commissioners
- V. Consent Agenda
 - A. Action Items:
 - 1. Minutes of the August 9, 2018, Library Board meeting23
 - 2. Minutes of the August 30, 2018, Special Library Board meeting31
 - B. Information Items
 - 1. Financial and Personnel

- a) The County Librarian and the Finance Director certify those payment vouchers and personnel authorizations for July 2018 were handled in accordance with library and County policy.
- b) The July 2018 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 Report33

VI. New Business
 A. Consideration of contract with Tech Logic for the Corinth Sorter34

VII. Executive Session

VII. Adjournment

Motions

Consent Agenda

Suggested Motion: I move the Library Board of Directors approve the consent agenda.

Consideration of contract with Tech Logic for the Corinth Sorter

Suggested Motion: I move the Library Board of Directors approve the contract with Tech Logic Corporation to provide design, construct, and install an Automatic Materials Handling system at the Corinth library in the amount of \$153,227.00.

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category (.75 Increase Only)
July 2018
58% of year lapsed

OPERATING FUND	Programs	2018 Budget
	Revenue	2,806,736
	Administrative Services	
	Information Technology	
	Collection Development	700,000
	Branch/Systemwide Services	
	Transfer to Capital Projects	0
	Interfund Transfers	127,540
TOTAL OPERATING FUND EXPENDITURES		<u>\$827,540</u>
TOTAL .75 INCREASE FUNDS REMAINING OPERATING		<u><u>\$1,979,196</u></u>
SPECIAL USE FUND		2017 Budget
	Revenue:	3,138,844
	Expenses:	
	Contractual Services (General Maintenance)	
	Commodities (Capital Equipment)	
	Transfer to Debt Payment	
	Transfer to Debt Payment - CLMP	62,218
	Transfer to Capital Projects	148,078
TOTAL SPECIAL USE FUND EXPENDITURES		<u>\$210,296</u>
TOTAL .75 INCREASE FUNDS REMAINING SPECIAL USE		<u><u>\$2,928,548</u></u>
TOTAL .75 INCREASE FUNDS REMAINING ALL FUNDS		<u><u>\$4,907,744</u></u>

Expenditure of Friends of the JCL Donations 2018

<i>Expenditure Details</i>	<i>Current Month</i>	<i>YTD</i>
Volunteer Recognition	\$0.00	\$1,005.00
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	139.44
Card Services	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	581.57
MidAmerica Regional Council	0.00	0.00
Joint Board Meeting Expense	0.00	0.00
Board Travel Expenses	843.78	2,780.25
Miscellaneous	0.00	0.00
Total Expenditures	\$ 843.78	\$ 4,506.26

JOHNSON COUNTY LIBRARY TOTAL REVENUE REPORT

July 2018

58% of Year Lapsed

REVENUE ALL FUNDS	2018 Year to Date	2018 Budget	% Budget Year to Date	% Budget YTD Prior Year
Ad Valorem	30,738,227	31,144,550	99%	99%
Ad Valorem Delinquent	251,457	276,989	91%	89%
Motor Vehicle	1,592,371	3,077,115	52%	47%
Library Generated - Copying/Printing	61,119	99,255	62%	62%
Library Generated - Overdues / Fees	339,102	725,000	47%	48%
Sale of Library Books	37,500	57,832	65%	65%
Misc Other	170,826	348,746	49%	42%
Library Generated - Other Charges	69	3,570	2%	42%
Investment	187,816	139,179	135%	132%
Unencumbered Balance Forward	0	10,000	0%	0%
Recreational Vehicle Tax	6,266	8,186	77%	111%
Commercial Vehicle Tax	49,579	49,072	101%	72%
Heavy Trucks Tax	683	2,322	29%	88%
Rental Excise Tax	19,153	29,560	65%	42%
State and Federal Grants	126,657	254,678	50%	53%
TOTAL REVENUE	33,580,824	36,226,054	93%	92%

Expenses ALL FUNDS with Collection Encumbrance	2018 Year to Date	2018 Budget	% Categories Expended
Salaries and Benefits	10,301,892	19,132,976	54%
Contractual Services	2,563,198	4,019,965	64%
Commodities	3,972,190	5,125,453	77%
Risk Management Charges	53,610	108,070	50%
Capital / Maintenance / Repair	1,147,850	3,320,701	35%
Transfer to Debt Payment	32,371	834,741	4%
Transfer to Capital Projects	347,922	3,138,844	11%
Grants	67,657	254,678	27%
Interfund Transfer	127,540	290,626	44%
TOTAL EXPENDITURES	18,614,230	36,226,054	51%

Revenue - Expenses as of July 31, 2018 14,966,594

RESERVES ALL FUNDS	As of 12/31/17
Reserves Operating Fund	6,922,942
Reserves Special Use Fund	867,243
Total JCL Reserves as of 12/31/2017	<u><u>7,790,185</u></u>

Scheduled Replacement Account**REVENUE RECEIVED TO DATE**

2015 Fund Transfer	350,000
2016 Fund Transfer	699,000
2017 Fund Transfer	1,130,250
2018 Fund Transfer	1,147,850
Total Revenue	<u>3,327,100</u>

2018

Contractual Services	1,295,496
Building Repair	55,037
Architectural Services	225,737
Furnishings and Office Equipment	73,032
HVAC	153,583
Sorter Parts and Labor	4,113
Security System Maint & Repair	33,549
Vehicles	66,488
AED Equipment	9,613
	1,916,648
Budget Remaining	1,410,452

JOHNSON COUNTY LIBRARY: Summary of Expenditures by Cost Category
July 2018
58% Year Lapsed

OPERATING FUND		2018	2018	% Program
Programs	Year to Date	Budget	Expended	
Administrative Services	2,811,189	7,045,836		40%
Information Technology	1,347,138	2,697,938		50%
Collection Development	2,624,718	4,074,120		64%
Branch/Systemwide Services	8,548,623	14,129,195		61%
Risk Management Charges	53,610	108,070		50%
Grants *	67,657	254,678		27%
Transfer to Capital Projects	1,147,850	3,320,701		35%
Interfund Transfer	127,540	290,626		44%
TOTAL OPERATING FUND EXPENDITURES	16,728,325	31,921,164		52%

SPECIAL USE FUND		2018	2018	% Budget
	Year to Date	Budget		Expended
Contractual Services (General Maintenance)	28,653	16,305		176%
Commodities (Capital Equipment)	27,557	315,000		9%
Transfer to Debt Payment	32,371	834,741		4%
Transfer to Capital Projects	347,922	3,138,844		11%
TOTAL SPECIAL USE FUND EXPENDITURES	436,503	4,304,890		10%

TOTAL EXPENDITURES	17,164,828	36,226,054		47%
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JOHNSON COUNTY LIBRARY: Summary of Expenditures by Type
July 2018
58% Year Lapsed

ALL FUNDS		2018	2018	% Categories
Categories	Year to Date	Budget		Expended
Salaries and Benefits	10,301,892	19,132,976		54%
Contractual Services	2,563,198	4,019,965		64%
Commodities	2,522,788	5,125,453		49%
Risk Management Charges	53,610	108,070		50%
Capital / Maintenance / Repair	1,147,850	3,320,701		0%
Transfer to Debt Payment	32,371	834,741		4%
Transfer to Capital Projects	347,922	3,138,844		11%
Grants	67,657	254,678		27%
Interfund Transfer	127,540	290,626		44%
TOTAL EXPENDITURES	17,164,828	36,226,054		47%

GRANTS*	Expenditures through 06/30/2018	Source	Received	Expenditures	Grant Award	Budget Remaining
285000079	2018 State Aid Grant	State	3/5/2018	\$58,675.84	\$126,657.28	\$67,981.44

*Includes all expenditures and revenues over the life of the grant. (Includes multiple years due to the grants crossing fiscal years).

2017 Johnson County Library Friends Spending to support JCL

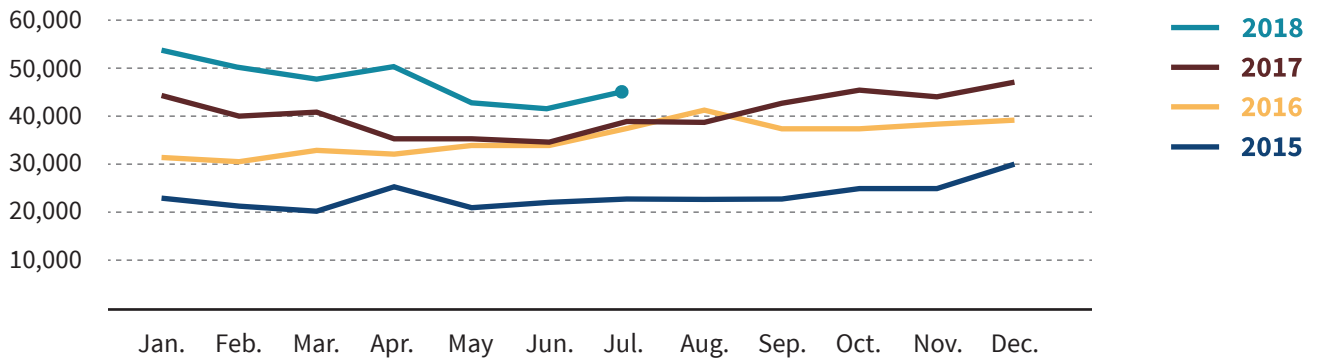
WT Cox bill for print magazine subscriptions	50,000
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Total spending from Weed Revenue	50,000
County Librarian Fund	
Books for Leadership Summit on 4/20/17 with Tanner Colby	1,065
Postage to mail books for Leadership Summit on 4/20/17 with Tanner Colby	230
ALA Registration for JCL Board members JR Riley and Bethany Griffith	424
Catered dinner for annual BOCC and JCL Board meeting	463
JCL Staff Day	3,823
Visa Gift cards to thank people for Staff Day help	200
Replenish supply of Tanner Colby books for 4/20 Leadership Summit	105
Staff Day committee debriefing dinner	75
Visa gift cards for Volunteer Recognition Month	565
Volunteer Recognition Luncheon	2,889
Flights for JCL Board Members Bethany Griffith and JR Riley to ALA July 2017	588
T-Shirts for summer teen volunteers	445
Lodging for JCL Board members ALA July 2017	3,254
GEM cards to All Manangers for staff distribution	3,856
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Total County Library Fund spending 2017	17,981
Total Friends of Johnson County Library support for JCL - 2017	<u><u>67,981</u></u>

2017 Johnson County Library Foundation spending to support JCL

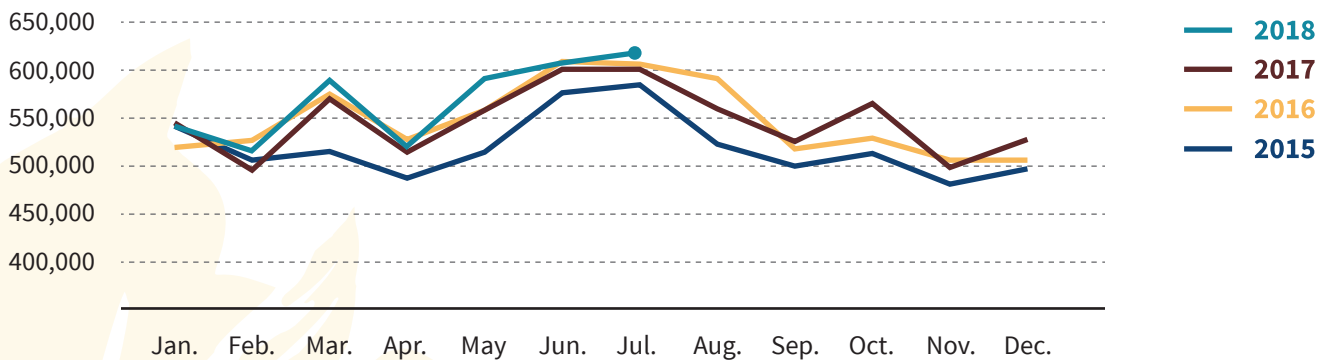
Youth Books	28,053
Nonfiction Books	22,000
Fiction Books	8,000
Youth DVD	3,000
Nonfiction DVD	1,000
Fiction DVD	21,000
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Endowment disbursement to support the collection	83,053
2017 Salary Reimbursement for Foundation Executive Director	41,958
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Reimbursed Expenses by Foundation for JCL - 2017	41,958
6 by 6 Early Literacy	36,000
Homework Help/Tutor.com	45,275
Latino Youth Programming	10,000
Summer Reading	39,610
Incarcerated Teen Services	20,500
Black and Veatch MakerSpace	19,300
Edgerton Branch	5,000
Race Project KC	1,500
Elementia	1,400
Leadership Summit to Discuss Race	6,700
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Expenses paid directly from Foundation	185,285
Total 2017 Foundation Spending for JCL	<u><u>310,296</u></u>

Core Operational Statistics

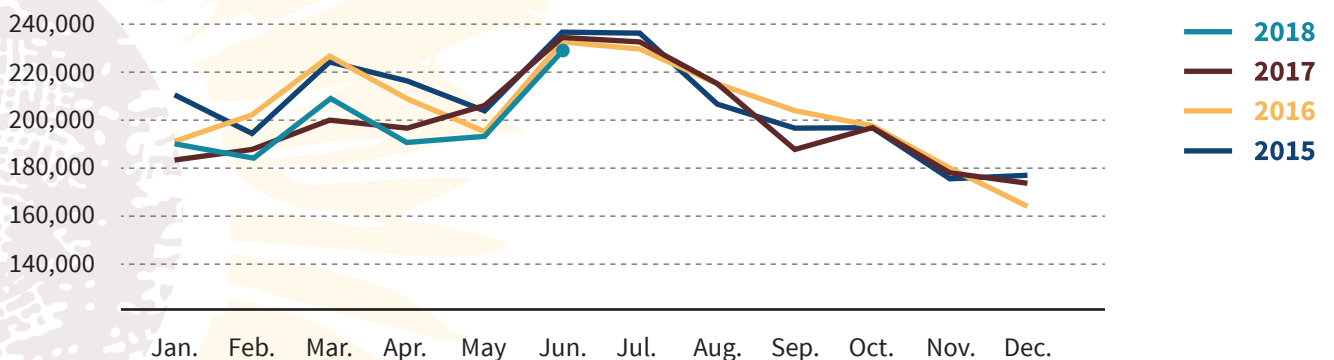
3 Year Digital Circulation Trend



3 Year Physical Circulation Trend

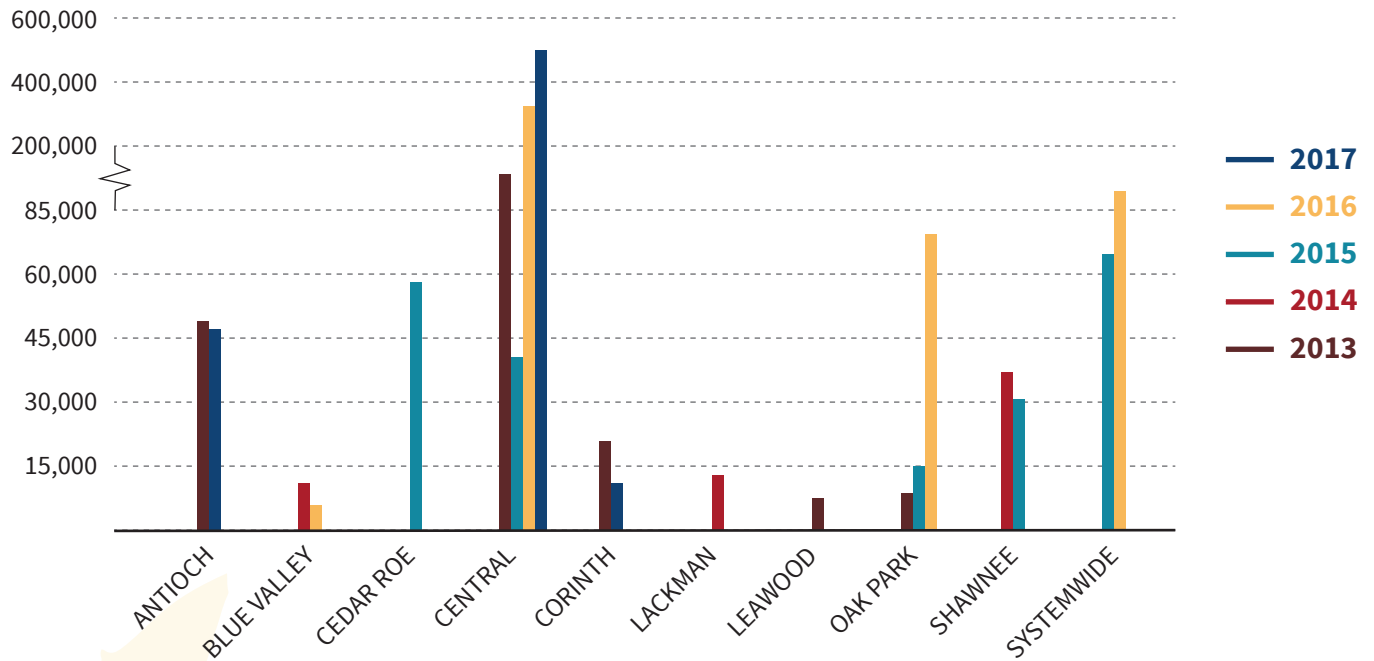


3 Year Visitation Trend

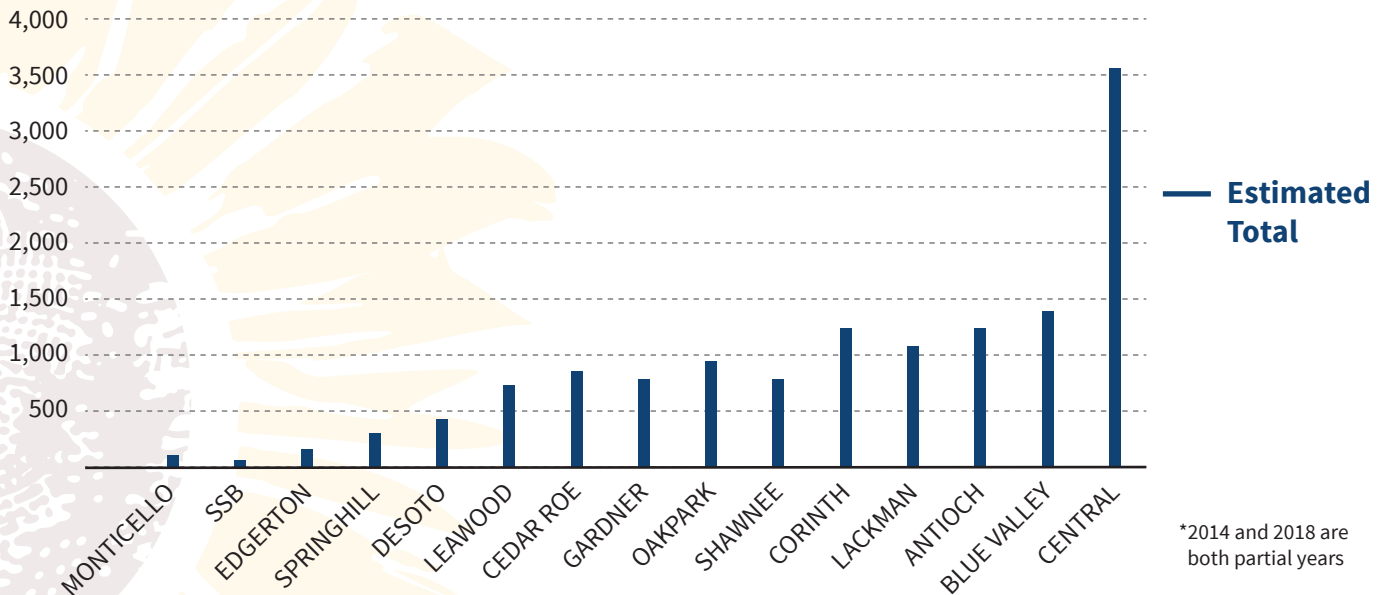


Trends in Maintenance and Security

2013-2017 Capital Replacement Plan Expenditures by Branch



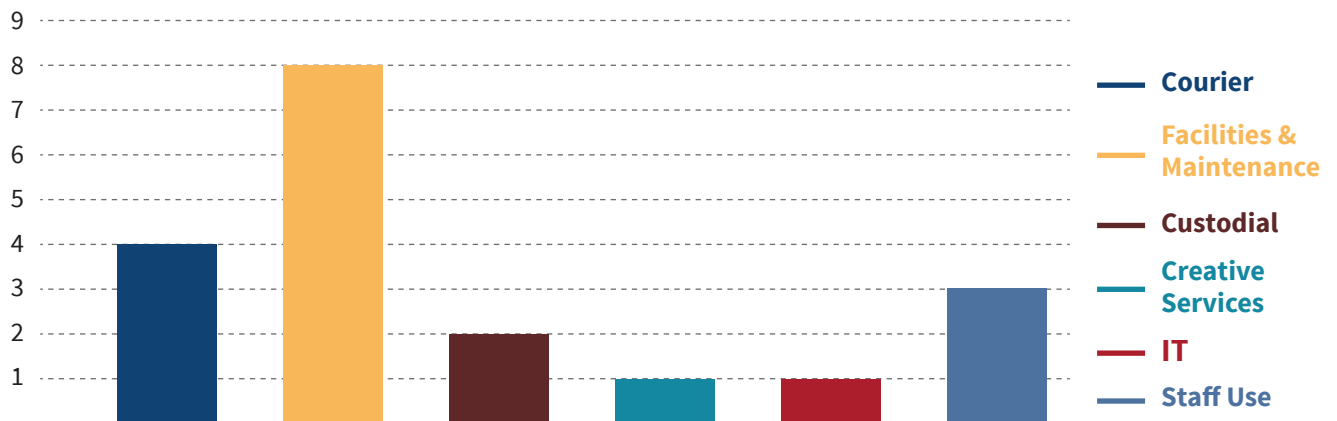
Maintenance Requests by Branch 2014 - 2018*



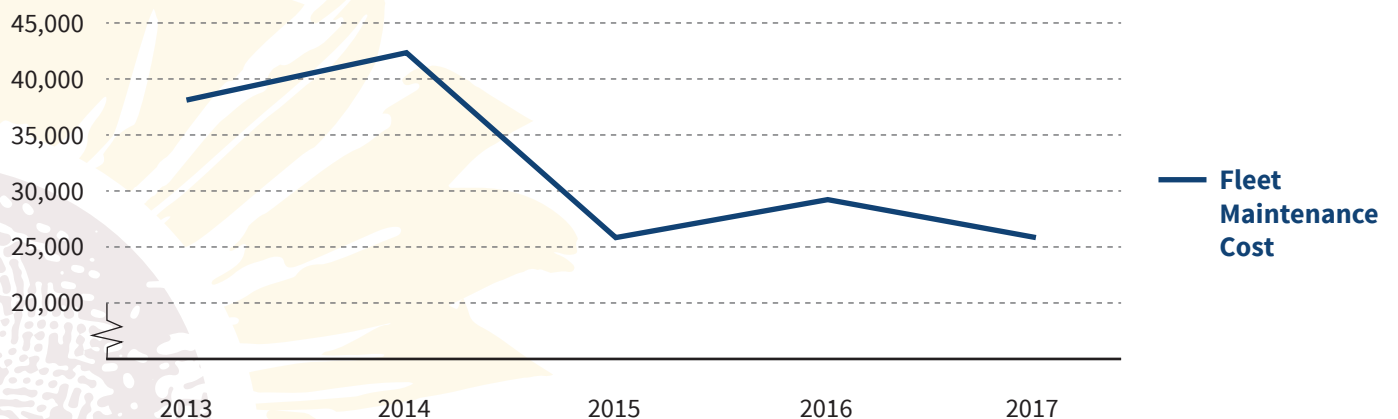
*2014 and 2018 are both partial years

Trends in Maintenance and Security

Vehicles in Library Fleet

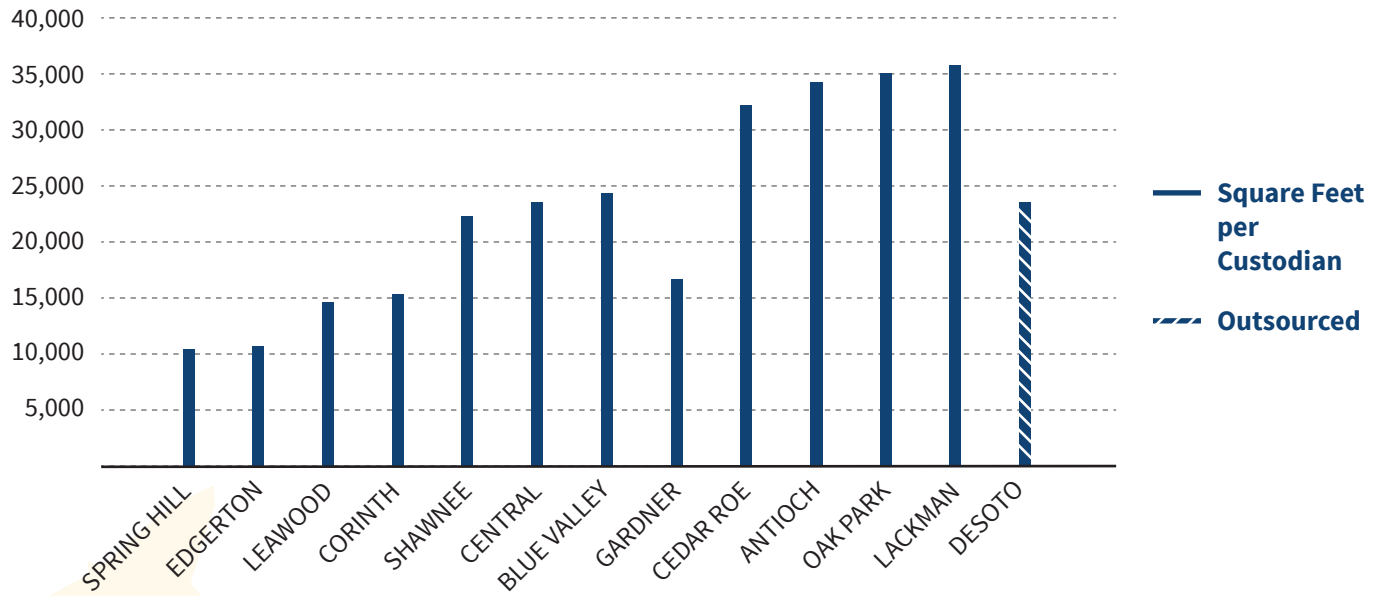


Fleet Maintenance Cost

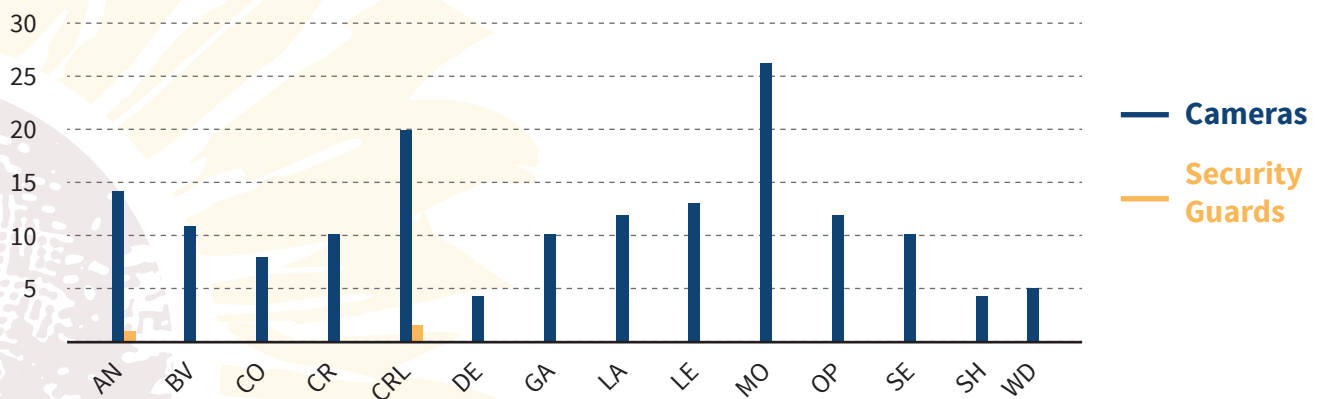


Trends in Maintenance and Security

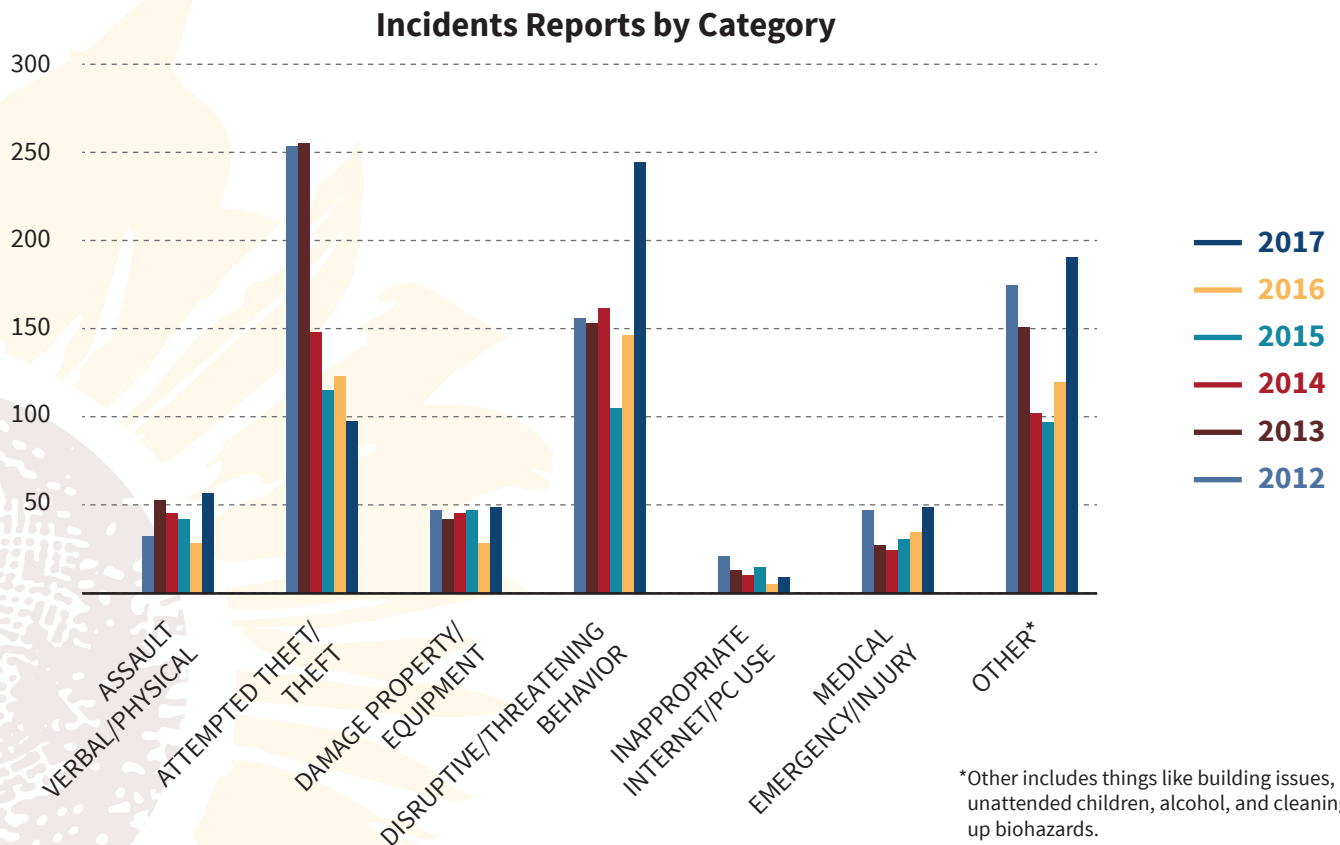
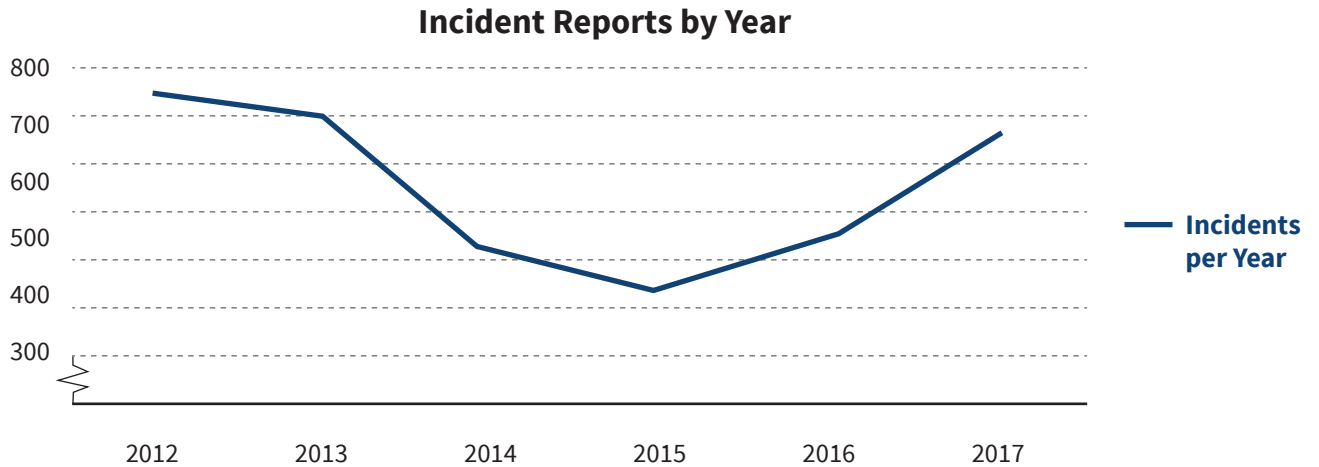
Branch Square Feet per Custodian



Security Cameras and Guards



Trends in Maintenance and Security

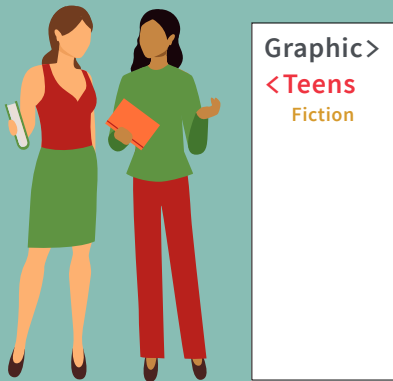


Monticello Library Stats

August 2018



Visitors



29,909

New or updated library cards



4,174

Items checked out



52,184

Items returned



38,728

Lenexa City Center Library

Update – September 2018

JOHNSON COUNTY
KANSAS

Library

Updates

- Construction Update
- Next Steps
- Timeline

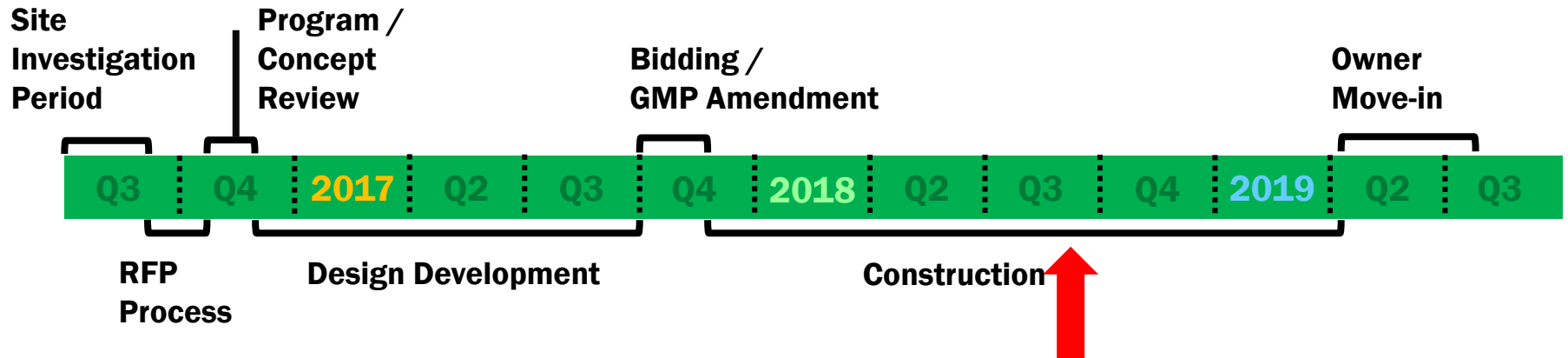


Next Steps

- Construction continues
- Site / building tours



Lenexa City Center Library Anticipated Timeline



**MINUTES JOHNSON COUNTY LIBRARY BOARD
REGULAR MEETING
Thursday, August 9, 2018
Central Resource Library
4:00 p.m.**

BOARD: Brandy Butcher, Bethany Griffith, Nancy Hupp, Donna Mertz, Amy Ruo, Sheryl Spalding

Absent: JR Riley

BOARD ATTORNEY: Fred Logan, Andrew Logan

BOCC: Commissioner Shaffer

FRIENDS OF THE LIBRARY: Jennifer Curtiss

STAFF: Stephanie Bailey, Michelle Beesley, Brian Berrens, Nancy Birmingham, Sean Casserley, Bradley Debrick, Lacie Griffin, Joseph Keehn, Christopher Leitch, Jennifer Mahnken, Nicki Neufeld, Michelle Olsen, Kinsley Riggs, Dennis Ross, Michaela Scruggs, Scott Sime, Stephanie Stollsteimer, Ben Sunds, Julie Timmins, Angel Tucker, Ron Zluticky

GUESTS: Erwin Abram, Juan Lopez-Tamez, Jeff Schutzler, Georgia Sizemore, Julie Steiner, Karen Wulfekuhle

Board Chair, Nancy Hupp, called the meeting to order at 4:00 p.m.

CITIZEN COMMENTS: There were none.

BOARD OF DIRECTORS COMMENTS:

Ms. Hupp announced that Mr. Riley is out of town on vacation and will not be in attendance.

Ms. Mertz was excited to attend the Monticello ribbon cutting and she is proud of the work that has been done.

Ms. Griffith also congratulated staff on the opening of Monticello. Everything from the strategic plan to the smallest details has been well executed. She recommended including a stuffed book worm under the stairs.

Ms. Ruo commented that the Monticello library opening was fabulous, she thanked Community Relations Coordinator, Christopher Leitch for his direction.

Ms. Hupp complimented the planning and execution of the Monticello grand opening. She thanked Mr. Leitch and Event Producer, Joseph Keehn, for their planning and direction. Ms. Hupp was impressed with how many library staff were present and ready to handle any all questions and situations. Ms. Hupp thanked Ms. Mahnken, Mr. Sime, county facilities and the library building team.

FRIENDS OF THE LIBRARY:

Friends board member, Jennifer Curtiss, reported that the summer book sale revenue was \$48,000. She thanked the therapeutic community volunteers for their help. One potential reason for the lower

than expected revenue was the fact that there were fewer children's books because they were being held for the new Monticello branch.

A committee met for the first time this week to begin researching new space for the summer book sale and potentially a new sorting space.

In July, a longtime volunteer, Louise Weller, sold a \$1,000 lifetime Friends membership at the Antioch bookstore.

The Library has hired a consultant to work on a strategic plan for the Friends. A Friends member survey will go out soon and dates for the actual planning session will be set soon as well. The board is very much looking forward to this opportunity and appreciates the Library's support of the Friends.

Top internet sales by selling price include:

Pamela and the Blue Mare for \$198.71

My First Sixty Years in Advertising for \$149.95

Nineteen Eighty-Four (leather bound collector's edition) for \$135.95

The Big Fall Kids Book Sale is scheduled for November 15-17, 2018, at the Central Library.

JOHNSON COUNTY LIBRARY FOUNDATION:

Executive Director of the Johnson County Library Foundation, Stephanie Stollsteimer, welcomed Foundation Board member, Erwin Abrams, to the meeting.

The Foundation has received great news around grants. The Kauffman Foundation granted the library \$200,000 over the next two years to support programming. This remarkable grant is a reflection on the work of the library and everyone involved. Ms. Stollsteimer congratulated everyone.

The Community America Credit Union Foundation will donate \$10,000 to fund the 6 by 6 Rock-A-Bye Baby Reader, which is a wonderful publication that is literally baby's first book. The Rock-A-Bye Baby Reader will go home in the new parents goodie bag from Shawnee Mission Health Birth Center.

In final grant news, the Foundation hosted a fun celebration of the Black & Veatch MakerSpace to recognize the 3 year, \$90,000 partnership. On July 25th, the Foundation hosted a morning reception complete with kids using the space, Makers giving tours and community leaders and funders checking it all out.

Ms. Stollsteimer presented the Library Board with a Library Lets Loose hand card. The event is six weeks away and the Foundation has reached \$70,000 in sponsorship support. Ticket sales are underway.

Mr. Casserley reminded the board that the Kauffman Foundation asks for concrete outcomes around their areas of focus. Mr. Casserley is proud of the work the library has done and continues to do to track outcomes. Mr. Casserley also appreciates the Kauffman Foundation's insight that there is need for support in Johnson County.

Ms. Hupp thanked, Early Literacy Coordinating Librarian, Bradley Debrick, for his work coordinating the distribution of the 6 by 6 Rock-A-Bye Baby Reader.

BOARD OF COUNTY COMMISSIONERS REPORT:

Commissioner Shaffer reported that he attended the grand opening at Monticello. He thanked staff for their work.

Commissioner Shaffer had an opportunity to participate in an election party in the neighborhood of the new Lenexa Library. He commented that the size and scale will be a great.

The Board of County Commissioners passed the budget today. Commissioner Shaffer shared a report on the recent bond sale of the 150 million dollar bond. According to the estimates the county will save nearly \$4 million on interest due to the County's excellent financial rating. The bond was sold on behalf of the courthouse.

The Commission had a discussion with Election Commissioner, Ronnie Metsker, regarding the recent election issues. The vendor has taken all responsibility for the issues and has written a letter on Mr. Metsker's behalf. The vendor has assured the Commission that the machines will be ready for the November election.

Ms. Hupp appointed a committee to lead Mr. Casserley's annual performance review. Amy Ruo, Brandy Butcher and Donna Mertz will form the committee.

BOARD COUNSEL REPORT

Review of policies and procedures addressing weapons in the library

Board Counsel, Mr. Logan, reported on policies and procedures addressing weapons in the library. Mr. Logan stated that weapons are generally prohibited in the library. There is one area of state law that preempts our local regulations with respect to firearms, this is commonly known as conceal carry. Conceal carry is an exception, but generally weapons are prohibited in the library.

Mr. Logan reviewed the policy provisions included in the Patron Code of Behavior that clearly prohibit weapons. The Patron Code of Behavior does acknowledge the one exception of conceal carry. Using an example, Mr. Logan stated that a patron with a knife would be in violation of policy and his or her library privileges could be suspended. Suspension is the Library's ultimate privilege under its policies.

Mr. Logan advised that under the Patron Code of Behavior dangerous or disruptive behavior is not allowed. There is also a prohibition that includes library computer work stations; use of computer work stations in an unacceptable manner is prohibited. Disruptive patrons may be asked to leave the library premises and if they don't leave the premises law enforcement may be called.

Mr. Logan addressed a question that had been raised about the possibility of weapons or guns being made in the MakerSpace. Mr. Logan advised that making a gun or weapon in the MakerSpace would be a violation of library policy and would be instant grounds to have an individual removed and then suspended. Mr. Logan concluded by stating the library has created a system of regulations that deal with weapons.

There were no questions.

COUNTY LIBRARIAN REPORT

Finance Report

Finance Director, Nicki Neufeld, reviewed the financial reports with the Board. Ms. Neufeld reported that the Library is at 92% of revenue received and at 38% spent for expenses as of June 2018.

Trends in Branches

Associate Director of Systemwide Services, Adam Wathen, reported to the board. This month's statistical piece of the County Librarian's report shows trends in programming and outreach.

Mr. Wathen reviewed the core operational statistics and noted that in two months Monticello will also be included.

Programming includes programming and events in the library, outreach includes those times when we take our services out to the community. Mr. Wathen reviewed the total attendance in programming and outreach since 2013. He noted that the dip in attendance in 2015 was partially due to the closure of Central. The dip was also partially due to a strategic decision to reduce the number of programs in order to focus on quality. That year we also began to transition from a branch-based programming model to a systemwide model. The trend in average attendees has increased over time indicating we are reaching a broader audience.

Mr. Wathen presented the trends in programming and outreach by age. In 2017, the library began to count school age as a separate age group. We are seeing an increase of attendees per program in every age category.

Ms. Spalding thanked Mr. Wathen for presenting the statistical information.

Mr. Casserley commented that separating the birth to 6 age group from the school age group will help the new School Age Coordinator assess impact.

Trends in 6 by 6 programming

Early Literacy Coordinating Librarian, Bradley Debrick, presented to the library board. He noted that Carol Olson and Cheryl Schneider are the author and illustrator the 6 by 6 Rock-A-Bye Reader. 6 by 6 Ready to read is the library's early literacy initiative. We developed 6 by 6 based on research from the Library Association for Children and Public Library Association. Using that research we identified six skills kids need experience with by their sixth birthday: six skills by six years:

1. Have Fun with Books
2. Notice Print All Around You
3. Talk Talk Talk
4. Look for Letters
5. Tell Stories
6. Take Time to Rhyme

We integrated the 6 skills in storytimes, activity spaces and outreach efforts across the library system. This fall we will be offering 58 storytimes per week, including 9 brand new storytimes at Monticello and a weekly storytime at a Johnson County Park and Recreation Department facility in Gardner. Last year we had 41,496 children and caregivers attend storytimes.

Activity spaces are available at all 14 libraries. Activities are designed specifically to support one or more of the 6 by 6 pre-reading skills. It's a place for families to gather and play with intentionally selected activities. Learning through play is an excellent way for kids to learn without feeling like they're learning.

We have 22 activity kits that branch staff can choose from. Each kit contains 8 to 12 activities. These kits allow for activities to be refreshed every few weeks.

Mr. Debrick's role is to oversee 6 by 6 and help maintain its integrity. Mr. Debrick is also the current Chairperson of the Johnson County Early Learning Collaborative, he works with Parents as Teachers for the Shawnee Mission school district, he is the embedded Librarian with Growing Futures and with the help of the Friends of the Library he works to maintain multiple community outreach displays. The Library offers a 2 credit hour program for clock-hour credit for childcare providers. This program is offered for free to childcare providers upon request.

2019 will be the 10 year celebration of 6 by 6. We are brainstorming how we will celebrate.

In response to a question from the board, Mr. Debrick explained that the activity kits are for internal use and are used in the activity spaces. We do maintain statistics on the most popular and most used themes.

Ms. Hupp and Ms. Spalding thanked Mr. Debrick for his report.

BUDGET UPDATE

Mr. Casserley reported that the Board of County Commissioners has reduced the Library mill levy by 0.015 which is a reduction of the Library's budget in the amount of \$230,000.

STRATEGIC PLAN

Mr. Casserley provided an update to the Library Board on the strategic plan process.

The administrative team has worked to develop the organizational and department goals. These goals were developed using the data and input from the 14,500 people in the community who responded to the survey or attended a focus group or interview.

The plan is on schedule to be presented to the Library Board at the November meeting. The strategic plan will have two components, a high-level external plan for the public and a detailed internal implementation plan for staff. Mr. Casserley has seen a tremendous amount of fiscal discipline and focus on the needs of the community as the plan has been developed. Library staff takes care and effort to be good stewards of tax payer dollars.

COMPREHENSIVE LIBRARY MASTER PLAN

Lenexa City Center Update

Project Coordinator, Scott Sime, reported on behalf of the Core Team.

The construction manager, Turner, has installed some of the major mechanical equipment, including the chiller and air handlers. The concrete slabs have been poured. Turner has begun roofing on the building and they anticipate completing that work by September. Exterior framing has begun.

The first construction tour will be held at the end of the month. Mr. Sime encouraged board members to contact him or Ms. Scruggs if they have interest in attending a tour.

Ms. Hupp asked when the building will be enclosed.

The roofing is in progress now and they anticipate the exterior framing to be completed next month. Mr. Casserley noted that contingency is built into the timeline and we are on schedule and on budget for this project.

UPDATES

Review of Monticello Opening

Mr. Casserley reviewed the opening statistics.

On Sunday we had 3,038 visitors and 399 account request. There were 3,737 total number of checkouts.

On Monday, Monticello hosted over 2,000 visitors and 4,338 materials were checked out. Tuesday, there were over 1,600 visitors.

These numbers show that this community is excited to use the new library.

Budget Update

CONSENT AGENDA

Minutes of the July 12, 2018, Library Board meeting.

Motion: Amy Ruo

Second: Donna Mertz

Motion carried unanimously

Administrative Hearing

Consideration of patron's appeal of suspension of library card and privileges by the County Librarian

Mr. Logan explained that a duty of the Library Board is to sit as an administrative board for the administrative regulations that have been enacted. Policy guides the suspension of library services and there is a procedure for an appeal of library suspension. Mr. Logan explained the procedure.

The Library Board will hear an appeal on the suspension of library privileges of Mr. Paul Wade Haner from an order of the County Librarian suspending his library card and privileges. The County Librarian will first address the reason for the suspension and then Mr. Haner may address the Board. The Library

Board will then go into executive session for consultation with counsel. The Board will then render a decision.

Mr. Casserley noted that the suspension of library privileges was the result of an incident that occurred on July 12th. Mr. Haner was rude and verbally abusive to staff while arguing about an overdue fine, at one point yelling, "I want to intimidate you!" Mr. Haner continued to shout at the staff members while refusing to comply with their instructions to leave the building. This behavior is abusive to staff, which is in direct violation of the Patron Code of Behavior policy. Mr. Haner was suspended for the time period of one month, ending August 13th, 2018.

Mr. Haner addressed the Library Board. Mr. Haner explained that he has been using library resources for over 40 years and during that time he has never had any conflicts or concerns with library staff. He was returning two books and completing research and work at the library. When Mr. Haner tried to check out materials he learned of a fine that was larger than expected and was shocked. He has never had a large fine and he believed his surprised response was interpreted as argumentative. Mr. Haner feels that he has been incorrectly accused of yelling and using intimidation and that he is being made a scape goat. He stated that he believes his traumatic brain injury has contributed to the misunderstanding.

Mr. Haner presented a letter to the Library Board from a therapist and proof of a recent knee surgery.

Motion: Bethany Griffith moved that the Board of Directors of the Johnson County Library recess into executive session for a period of 15 minutes for the consultation with the Johnson County Library counsel that is deemed privileged in the attorney client relationship the subject of this discussion during the executive session will be the appeal of Paul Wade Haner from the order of the County Librarian suspending his library privileges. Those attending the executive session shall include members of the Library Board and the Library Board counsel Fred Logan. The Board will reconvene in the Carmack room at 5:20 p.m.

Second: Donna Mertz

Motion carried unanimously

Return to Regular Meeting

The Library Board returned to open session in the Carmack room at 5:20 p.m. No action was taken in executive session.

Board Action

Motion: Bethany Griffith moved that the July 12, 2018, order of the County Librarian suspending the library privileges of Paul Wade Haner be affirmed.

Second: Amy Ruo

Motion carried unanimously

Ms. Hupp noted that some members of the Library Board would like to make comments.

Ms. Spalding told Mr. Haner that he was heard and so was his social worker and therapist. The Board will look at policies to make sure that the library staff are well trained and that patrons are being approached correctly. The Board believes that procedures were followed correctly in this instance, but

we do want to make sure staff receive the training they need. Ms. Spalding thanked Mr. Haner for coming.

Ms. Griffith thanked Mr. Haner for availing himself of the process. As a county library system there is a lot to balance; we are a patron organization and we also balance the needs and safety of patrons and staff. We want to make sure this balance is approached in a human, humane and positive way. Ms. Griffith expressed her support for staff and patrons. She encouraged Mr. Haner to return when his suspension ends in several days.

Ms. Hupp also welcomed Mr. Haner to return to the library at the end of the suspension in 3 days.

Adjournment

Motion: Amy Amos Ruo moved to adjourn the meeting.

Second: Sheryl Spalding

Motion approved unanimously

Meeting adjourned at 5:27 p.m.

DATE _____

SECRETARY _____
Bethany Griffith

CHAIR _____
Nancy Hupp

SIGNED _____
Sean Casserley

**MINUTES JOHNSON COUNTY LIBRARY BOARD
SPECIAL MEETING
Thursday, August 30, 2018
Central Resource Library
4:00 p.m.**

BOARD: Bethany Griffith, Nancy Hupp, Donna Mertz, Sheryl Spalding
Via conference call: JR Riley, Amy Ruo
Absent: Brandy Butcher

BOARD ATTORNEY: Fred Logan
Via conference call: Andrew Logan

STAFF: Michaela Scruggs, Stephanie Stollsteimer, Tricia Suellentrop, Ben Sunds

GUESTS: Juan Lopez-Tamez

Board Chair, Nancy Hupp, called the meeting to order at 4:00 p.m.

CITIZEN COMMENTS: There were none.

New Business

Consideration approval of the easement conveyance between the Library Board and Kansas City Power & Light Company, (KCP&L), for the Lenexa City Center Library project.

Deputy Director, Tricia Suellentrop, presented the issue to the Library Board.

As part of the construction of the Lenexa City Center Library, KCP&L requires this easement to be signed prior to placing the project in their queue to set the transformer for permanent power.

This easement allows KCP&L to access their power lines and equipment for the purpose of maintenance.

Motion: Sheryl Spalding moved that the Library Board approve the easement conveyance between the Library Board and Kansas City Power & Light Company for the Lenexa City Center Library project.

Second: Donna Mertz

Roll Call:

Nancy Hupp: Yes

JR Riley: Yes

Bethany Griffith: Yes

Amy Ruo: Yes

Donna Mertz: Yes

Sheryl Spalding: Yes

Motion carried

Adjournment

Motion: Sheryl Spalding moved to adjourn the meeting.

Second: Donna Mertz

Roll Call:

Nancy Hupp: Yes

JR Riley: Yes

Bethany Griffith: Yes

Amy Ruo: Yes

Donna Mertz: Yes

Sheryl Spalding: Yes

Motion carried

The meeting adjourned at 4:09 p.m.

DATE _____

SECRETARY _____
Bethany Griffith

CHAIR _____
Nancy Hupp

SIGNED _____
Sean Casserley

**JOHNSON COUNTY LIBRARY
GIFT FUND
TREASURER'S REPORT**
Period: JUL-2018

		Receipts	Payments	Balance
	Opening cash balance			\$116,485.36
	Add Receipts	\$133.58		
	Less Payments		\$111.93	
	Ending Cash balance			\$116,507.01
	Less Liabilities		\$91.35	
	Unobligated cash balance			\$116,415.66

APPROVED: _____

DATE: _____

Briefing Sheet

To: JCL Library Board
From: Sean Casserley, County Librarian
Date: September 13, 2018

Issue: Consideration of the contract between the Board of Directors of the Johnson County Library and Tech Logic Corporation to provide the design, construction, and installation of an Automatic Materials Handling (AMH) system at the Corinth library in the amount of \$153,227.00.

Background: In October 2016, CapRock Global Solutions, LLC, presented the results of the Materials Handling Study to the Library Board. One finding from the study was that automated materials handling is more efficient, cost-effective, and removes several manual tasks from the materials handling process. These AMH solutions have been included in the Monticello and Lenexa City Center building projects, and have also been included in the 2019 Capital Improvement Project Request by the Library Board for the Corinth and Antioch branches.

In July 2017, the Library Board approved Tech Logic as Johnson County Library's AMH system vendor for Monticello, Lenexa, Corinth, and Antioch libraries.

Library and County Facilities staff have worked with Tech Logic to develop an AMH design for the Corinth library. The AMH system will include a sorter system, material intakes, sorter bins and all necessary associated equipment.

Analysis: This contract allows the Library to improve materials handling efficiency at the Corinth branch. According to the CapRock study, the return on investment for adding the sorter is 41 months.

Alternatives: 1) Not approving the contract with Tech Logic Corporation.

Legal Review: Library Legal counsel has reviewed and approved this contract.

Funding Review: The costs are included in the approved 2018 Capital Improvement Plan (CIP) Budget.

Recommendation: To approve the contract between the Board of Directors of the Johnson County Library and Tech Logic Corporation to provide design, construct, and install an Automatic Materials Handling (AMH) system at the Corinth library in the amount of \$153,227.00.

Suggested Motion: Suggested Motion: I move that Library Board of Directors approve the contract with Tech Logic Corporation to provide design, construct, and install an Automatic Materials Handling system at the Corinth library in the amount of \$153,227.00.

Tech Logic Corporation

Tech Logic System

THIS CONTRACT FOR TECH LOGIC SYSTEM (hereinafter referred to as the “**Agreement**”), is made and entered into on the date of execution, by and between the Board of Directors of the Johnson County Library (hereinafter referred to as the “**Library**”), , 9875 West 87th Street, Overland Park, KS 66212, for the Corinth Branch Library and, if subsequently approved by the parties in separate Addenda to this Agreement, on those projects set forth in RFP Number 2017-036 (hereinafter referred to as the “**RFP**”) and other projects as determined by the Library and Tech Logic Corporation, 835 Hale Avenue N., Oakdale, MN 55128, a corporation duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as “**Tech Logic**”).

THE PARTIES RECITE AND DECLARE THE FOLLOWING:

1. The Library desires and hereby requests Tech Logic to design, construct and install Tech Logic Systems in the Library, to receive, convey, sort and/or deliver books and other materials to and from locations within the Library as required by this Agreement and/or to provide and install RFID based Self Check-Out Systems and/or Security Gates.
2. Tech Logic represents that it possesses the skill, experience, knowledge and qualifications to design, develop, install and implement Tech Logic Systems as required by this Agreement.

NOW, THEREFORE, in consideration of the herein above recitals, and the amounts to be paid, and of the mutual promises, representations, warranties, covenants and agreements hereinafter stated, and upon the terms and subject to the conditions hereinafter set forth, THE PARTIES AGREE AS FOLLOWS.

Article 1: Definitions

The following terms and phrases shall have, for the purposes of this Agreement, the meanings set forth below, unless a different meaning is clearly required by the context.

- 1.01 “**ILS**” means the Library’s current Integrated Library System for tracking, recording and accounting for the location, lending and return of library materials, as the system is existing on the date of execution of this Agreement, and as the same may, from time to time, be modified or enhanced.
- 1.02 “**Addenda**” or “**Addendum**” means the separate agreements or agreement by which the parties may enter into separate agreements for the provision of automated library material handling solutions on other Library projects and that incorporate all or some of the provisions set forth in this Agreement, with such modifications and additional terms as the parties may agree.
- 1.03 “**Agreement**” means, pursuant to section 8.7 of the RFP, the RFP and any amendments thereto, Tech Logic’s responses to that RFP, and this Contract for the Tech Logic System and all attachments, Exhibits and Addendums incorporated herein, including all modifications, amendments and Change Orders executed in accordance with the requirements set forth herein. In the event of a conflict between the terms of the RFP and this Agreement, the terms of the RFP shall control.

- 1.04 “**Change Order**” means a written order for any change in the goods or services to be provided under this Agreement which increases or decreases the total Contract Price to be paid by Library hereunder, which Change Order shall be in the form of the Change Order attached hereto as Exhibit E.
- 1.05 “**Effective Date**” means the date on which this Agreement is finally executed by all required signatories.
- 1.06 “**Library Automation Vendor**” or “**LAV**” means a supplier of computer software capable of processing and recording the Library’s materials lending activities, including book check-out and check-in.
- 1.07 “**Manufacturing Design**” means the final design for manufacture of the Tech Logic System. The drawings in the Manufacturing Design serve as the “blueprint” for the manufacture and assembly of the system component parts. The Manufacturing Design ,depending on the jurisdiction, may need to be certified by an engineer licensed in the State and/or the municipality of the location of the Library as complying with all applicable requirements of the Building Code as adopted by the State and/or municipality of the location of the Library, including all engineering calculations for seismic restraints.
- 1.08 “**Notice of Completion**” means Tech Logic’s written Notice of Completion to the Library that installation has been completed and is ready for testing by Library, which Notice of Completion shall be in the form of the Notice of Completion attached hereto as Exhibit F.
- 1.09 “**Project Manager**” means the individual designated as such by Tech Logic, having substantial knowledge and experience with respect to all aspects of the Tech Logic System development, manufacture, installation and testing, including but not limited to the machinery, software, engineering, hardware and related theories utilized in the design, development, installation, testing and operation of the System.

The intent of Tech Logic is to designate one (1) individual to be the Project Manager throughout the term of this Agreement. Tech Logic shall advise the Library of the name of such individual within ten (10) days of the Effective Date.

- 1.10 “**RFID**” means Radio Frequency Identification, which is a method of identifying or detecting data stored on a microchip with an antenna, and which method is more fully defined in Exhibit B attached hereto.
- 1.11 “**Tech Logic System**” or “**TLS**” means a system and encompasses the entire product line as offered by Tech Logic to its customers, including, but not limited to, RFID or barcode check-in or check-out systems, book drops and delivery systems, storage systems, sorting systems, branch distribution systems, patron reserve systems, and computer systems that are designed, manufactured or otherwise developed for the library industry.

The specific reference to the TLS under this Agreement means only such hardware, software, and material components purchased by the Library under this Agreement as set forth in Exhibit C, and as may be amended from time to time pursuant to a Change Order.

Article 2: Statement of Work

- 2.01 **The TLS.** The TLS shall be designed by Tech Logic, after consultation with Library, and shall be manufactured and installed in accordance with the plans and specifications contained in Exhibit A

“Preliminary System Layout Drawings and Components.” The work shall be performed in a workmanlike and commercially reasonable manner.

A. *Manufacturing Design - TLS.*

Commencing on the Effective Date, Tech Logic shall complete the TLS Manufacturing Design, based on the Plans contained in Exhibit A, “Preliminary System Layout Drawings and Components,” and designed to achieve the functionality described in Exhibit B, “Description of Functionality of TLS.” Upon completion and approval by the Library, a written Notice of Completion of the Manufacturing Design for the TLS shall be delivered to the Library, which Notice shall specify Tech Logic’s estimated date of testing by Tech Logic.

B. *Shipment.*

Shipment of the components shall be FOB at the plant of Tech Logic. Shipping costs are included in the contracted price, and Tech Logic shall be solely responsible for payment of shipment costs. Subject to the prior approval of the Library, Tech Logic may elect to deliver the entire TLS or any portion thereof under the direction of Tech Logic employees or by some other means approved by the Library.

C. *Delivery.*

(1) General. Delivery of all components of the TLS shall be made to a location mutually agreed to by the parties in advance. Tech Logic shall coordinate delivery of all components with the Library.

(2) Storage. The Library shall provide safe enclosed storage of all components of the TLS. Should storage of the TLS at the site be unavailable, the components of the TLS shall be delivered to a storage space designated by the Library, and the Library shall be both physically and financially responsible for delivery of all components of the TLS from such storage space to the Library for installation. Alternately, Library may employ Tech Logic for storage of the TLS, as provisioned for in section 4.02 (C) of this agreement.

2.02 **Installation and Testing.**

A. *Pre-Shipment Factory Testing.*

Tech Logic shall assemble and test the TLS prior to shipment to the Library. The Library may elect to attend each system test at the Library’s expense, provided, however, that the Library’s decision to not attend such test shall not constitute the Library’s acceptance of the TLS.

B. *Installation.*

The TLS shall be installed at the Library by Tech Logic and its agents in one or more phase(s) with the agreement of the Library, during the hours of 7am-7pm local time, with the first phase of installation within ten (10) business days of the delivery of the TLS to the Library. Additional charges may occur if the Library requires installation of the TLS before or after the hours of 7am-7pm local time. Installation of all components of the TLS purchased hereunder will be made with the reasonable assistance of Library and its agents as provided in Article 3. Tech Logic shall assist the Library in any technical conversations with the LAV regarding the interface of the TLS software with the ILS.

Tech Logic shall be responsible for providing all lifts, scaffolding, tools and other needed equipment as required to install all TLS components. It shall be the responsibility of Tech Logic to familiarize itself with the installation site(s) and to make arrangements for all necessary equipment and tools.

C. *Notice of Completion of Installation.*

Following the installation of the TLS, Tech Logic shall notify Library that all TLS components for that part of the system are installed at the Library and running under permanent power by delivering Exhibit F, “Notice of Completion and Acknowledgment” to Library.

D. *Testing and Correction Following Installation.*

Upon completion of the training described in Section 2.03 for each component of the TLS, Library shall have ten (10) business days to test the newly installed components as a part of the TLS, and complete Exhibit G, "Library Notice of Corrections," which shall include an itemized list of corrections, if any, and submit the Notice of Corrections to Tech Logic for review and corrective action. Upon receipt of the Notice of Corrections, Tech Logic shall repair, replace, reprogram and/or otherwise remedy the corrections to the Library's reasonable satisfaction within fifteen (15) business days of receipt of the Notice of Corrections.

E. *Library's Acknowledgment of Notice of Completion.*

Within ten (10) business days of the Library's receipt of a Notice of Completion issued by Tech Logic, Library shall execute and deliver to Tech Logic an Acknowledgment thereof as contained within the aforementioned Exhibit F, acknowledging that all TLS components for that part of the system are installed at the Library and running under permanent power. Delivery of such Acknowledgment is conditioned upon the Library's approval of the TLS's full, satisfactory functionality as provided in the RFP and Exhibit B, Description of Functionality.

If a Notice of Corrections was issued, then upon completion of corrections by Tech Logic in a manner satisfactory to the Library, Library shall forthwith execute the Acknowledgment of the Notice of Completion. Execution of the Acknowledgment by Library shall not be unreasonably withheld. If Library does not deliver a Notice of Corrections within the ten (10) business day period described in Section 2.02D and in compliance with Section 16.06, then the TLS shall be deemed complete, correct, and fully operational in all respects, and the Notice of Completion shall itself serve as an Acknowledgment of the Notice of Completion without Library's execution thereof.

2.03 **Training.** In addition to the onsite training described in this Section, Tech Logic shall train system managers and operators through its customer support service as provided herein and in Section 8.02.

A. *Maintenance and Operating Manuals.*

Not later than the time that the Notice of Completion for each aspect of the System is delivered to the Library, Tech Logic shall provide Library with all information and operation manuals. Operation manuals shall include mechanical, electrical and program design documentation for the Library to adequately test, troubleshoot and maintain the TLS.

B. *System Training.*

Tech Logic shall provide personnel onsite at the Library to train Library staff on the operation and maintenance of the TLS as described in Exhibit C, "System Pricing, Component Description and Contract Amendment Schedule." Tech Logic and Library shall negotiate a mutually agreeable training period.

Tech Logic shall perform the training services in a timely and professional manner by capable and qualified trainers, including permitting the Library to capture video recording of the training for the Library's sole, internal use. The Library shall incur no additional costs from Tech Logic for delays in technical implementation and training services within the control of Tech Logic.

2.04 **Application of Contract to Components Subsequently Purchased.** The TLS may or may not include all system components that Tech Logic offers or that the Library may need as a finished materials handling system. Tech Logic however represents that even without all available options, the TLS will meet the functionality standards contained in Exhibit B, and that it can adjust the TLS to add system components at any time in the future.

Pursuant to section 5 of the RFP, the Library shall have the right, but shall not be obligated, to purchase system components for the TLS at the current prices at any time, or from time to time, within six (6) years following June 30, 2017, the date of Notice of Award of this Agreement to Tech Logic, subject to the following:

A. *Increased Costs.*

Tech Logic shall have the right to increase the charges for the manufacture or installation of the system components to reflect changes in prevailing wages and labor costs, costs associated with unfavorable foreign currency exchange rates, or for any unusual or unforeseen customization required.

B. *RFID/Barcode.*

Tech Logic shall have the right to increase costs associated with third party suppliers or vendors within the RFID and/or Barcode product lines, as such costs for RFID and/or Barcode products are not within the control of Tech Logic.

C. *Third Party Suppliers.*

Tech Logic shall have the right to increase the costs associated with pricing for any product or system component which is supplied by a third party to Tech Logic, as such costs are not in the control of Tech Logic.

D. *Change Order.*

All terms and conditions shall be stated in a Change Order signed by both parties, and shall be subject to current pricing and to Section 9.04.

E. *Schedule.*

The parties shall agree on the schedule for manufacture, delivery and installation of all subsequent purchases, which Project Schedule shall be in the form of the Project Schedule attached hereto as Exhibit H.

Except as otherwise stipulated herein or agreed by the parties, the provisions of this Agreement shall apply to the design, construction, installation, testing, training and support of, and in all other matters related to the TLS.

Article 3: Obligations of Library

3.01 **Acceptance of Risk and Storage of TLS Components.** Library shall provide safe and enclosed storage of all TLS components until Tech Logic is onsite for installation in accordance with section 2.01 C (2), supra. Except for damage caused by Tech Logic's agents, Library shall bear all risk of loss and damage of TLS components after delivery at the location designated by Library.

3.02 **Library's Responsibilities for Installation.**

A. *Interface with ILS.*

If the TLS requires an interface with the Library's ILS, the Library shall be responsible for purchasing and/or contracting with the Library's LAV for a connection that will allow the TLS software to interface with the ILS. Library shall provide remote access to ILS and SIP server for testing capability. All connections required by this Section 3.02 will be made in accordance with Tech Logic's schedule for installation.

B. *Electrical and Mechanical Work.*

Library shall hire, at its own expense, an electrical and mechanical contractor to wire power to the

TLS, to provide “Unistrut” installation where applicable and shall provide millwork necessary for installation of Self Check-Out System components, as described in Exhibit A.

C. *Availability of Facilities.*

The Library shall provide adequate work space and storage space at the Library to facilitate the performance of services by Tech Logic during the installation of the TLS for up to four (4) of Tech Logic’s personnel, subject to the following conditions:

- Obstructed Installations. Tech Logic personnel shall have continuously free and unobstructed access to all areas in which components are to be installed. Any delay during installation of the TLS resulting from action or inaction of parties other than Tech Logic personnel themselves, as determined in the sole discretion of Tech Logic, shall constitute an obstruction.
- Library is particularly aware that when installing system components, Tech Logic personnel must be free to work in conjoined linear paths, installing conveyor sections end-to-end, without having to move operations to other areas.
- Any interruption in the installation schedule that is not attributable to Tech Logic and which develops into non-workable days shall be fully paid by Library within thirty (30) days of invoice thereupon. Library’s and Tech Logic’s project managers/supervisors will jointly decide whether economics would dictate the return of Tech Logic personnel to Minnesota; in either case, any additional expenses incurred by Tech Logic shall be paid by Library within thirty (30) days of invoice thereupon.

3.03 **Training and Testing.** Library shall fully cooperate with Tech Logic in all installation, testing, and training activities described in Article 2 such that entry of an Acknowledgment of the Notice of Completion is not delayed in any respect thereby.

3.04 **Maintenance.** The Library will pay for the use and maintenance of the TLS. The Library will be offered the choice of the following options: (1) Software Support Agreement (Exhibit I), (2) Preventative Maintenance Agreement (Exhibit K), or (3) Full Service Agreement (Exhibit J). At a minimum, the Library must maintain a Software Support Agreement for the term of this contract. A lapse of any full service agreement renewal will require a Tech Logic re-certification of the TLS prior to reinstating the full service agreement. The cost of re-certification is the sole expense of the Library.

Article 4: Work Schedule

4.01 **Work Schedule.** Within thirty (30) days of the Effective Date, Library and Tech Logic shall complete Exhibit H, “Project Schedule,” to create a schedule for all work to be completed on the TLS under Article 2. A separate Project Schedule shall be created within thirty (30) days of the execution of a Change Order for the purchase of additional TLS components.

4.02 **Delay by Library.** Library may request a rescheduling of the delivery or installation of any part of the TLS as necessary or convenient to Library, provided that:

- A. Library’s request shall not be made less than forty-five (45) business days prior to the scheduled delivery or installation date,
- B. Payment obligations of Library under this Agreement shall not be delayed in any respect thereby and specifically such request shall not delay payments due under Article 9 hereof or any other provisions of this Agreement specifying payments to Tech Logic,
- C. Library shall fully pay, or reimburse Tech Logic, for commercially reasonable storage charges relative to such rescheduling request at a rate of one-tenth (1/10) of one percent (1%) per week of the total contract price, and

- D. Library may, as an alternative to storage with Tech Logic, elect to take delivery off-site and at a location other than that of Tech Logic, with any storage costs associated therewith being the exclusive responsibility of the Library.
- 4.03 **Delay by Tech Logic.** Tech Logic shall not unreasonably delay delivery and installation of any part of the TLS without prior written consent of Library.

Article 5: Tech Logic's Covenants Concerning Staffing & Work Conditions

- 5.01 **Project Manager.** Tech Logic shall designate a Project Manager, within ten (10) days of the Effective Date, for all work to be done hereunder. The Project Manager shall be accountable and accessible to the Library at all times regarding performance, progress and completion of all phases of work during the development, manufacturing, installation and testing of the TLS. The Project Manager shall supervise the work of Tech Logic's personnel and those of the Tech Logic's subcontractors, if any.
- 5.02 **Tech Logic's Agents.** In addition to the Project Manager, Tech Logic shall engage, at its own expense and discretion, such other persons as may be necessary in Tech Logic's judgment to fulfill the obligations of Tech Logic herein. Tech Logic agrees that all individuals so engaged shall be properly trained, competent and qualified to perform assigned tasks. Tech Logic may replace any person so engaged provided that such substitute person possesses the qualifications above specified.
- 5.03 **Access to and Use of Library's Property.** Tech Logic shall invite only those persons performing tasks for Tech Logic to come upon the Library's premises. Tech Logic shall not bring any property, other than what is required pursuant to the services herein specified, onto any Library premises.
- Tech Logic shall not use, suffer or permit the use of the space provided by the Library to Tech Logic hereunder, nor any part thereof, in any manner or for any purpose, nor permit anything to be done, brought or kept thereon (including, but not limited to, the installation or operation of any electrical, electronic or other equipment) which, in the reasonable judgment of the Library would:
- A. *Delivery of Services.*
Impair or interfere in any way with the delivery by the Library of services, or the proper and economic heating, air-conditioning, cleaning or other services of the Library by, or occasion discomfort, inconvenience or annoyance to, any of the occupants of the Library or impair the appearance of the Library.
- B. *Business.*
Be prejudicial to the business of the Library, or reflect unfavorably on the Library.
- C. *Relationship.*
Confuse or mislead the public as to any connection or relationship between the Library and Tech Logic.
- D. *Impairment of Other Work.*
Except as agreed in advance between Tech Logic and the Library, perform or fail to perform any action that results in the impairment of any work being performed by the Library's other agents, consultants or contractors.
- 5.04 **Library's Access to Inspect the Work.** Tech Logic shall permit representatives of the Library, at all times, to have access to and inspect Tech Logic's installation work of the TLS.
- 5.05 **Cleanliness and Safety.** No rubbish, dirt, tools or other articles, items or things shall be put in the public areas of the Library by Tech Logic, its officers, employees, agents, invitees, partners or contractors.

Tech Logic shall at all times keep the Library free from accumulations of waste material or rubbish caused by its employees, agents or contractors or their work; and at completion of the work, Tech Logic shall remove all its tools, equipment and waste, leaving the work area broom clean. Tech Logic shall conduct the work in a safe and orderly manner and shall take every reasonable precaution so as not to allow injury to any person or damage to the Library.

- 5.06 **Action following Termination.** Upon termination of this Agreement, whether by completion of all work or otherwise, Tech Logic shall remove all of its property from the Library premises. Any property of Tech Logic, its agents or subcontractors, which remains on Library premises more than thirty (30) days after the completion or termination of this Agreement shall be deemed to have been abandoned, and may either be retained by the Library as its property or disposed of in such manner as the Library deems appropriate.
- 5.07 **Compliance with Library's Rules.** Tech Logic shall observe and comply with any reasonable rules which the Library has made or may make and communicate hereafter to an extent not inconsistent with this Agreement, at any time in writing, to Tech Logic.
- 5.08 **Direction of Project Manager.** Tech Logic shall cause its employees to cooperate with all directions of the Library's project manager while at the Library.

Article 6: Change Orders

- 6.01 **When Change Order Required.** No change in the work to be performed hereunder that will increase or decrease the total Contract Price, including but not limited to any change in the TLS layout, design or components made following completion of the final manufacturing drawings, shall be made except by a Change Order. Upon receipt of a duly executed Change Order, Tech Logic shall proceed with the work involved. All work shall be accomplished under the applicable conditions of this Agreement.
- 6.02 **Requirements of Change Order.** Before a Change Order is approved, it shall include all costs directly related to the change, and Tech Logic shall itemize the costs and provide the Library appropriate supporting data to establish their correctness. The Library shall have the option to decrease the amount or quantity of goods or services to be provided hereunder only if Tech Logic has not irrevocably committed to purchasing such equipment, goods or services.

No Change Order will be effective to change the Contract Price hereunder unless signed by both the County Librarian on behalf of the Library and a qualified representative of Tech Logic. A qualified representative shall have authority to fully bind its party to terms and conditions of this Agreement, and to any additional expenditure under any Change Order.

Article 7: Licenses & Proprietary Rights

- 7.01 **Manuals and Software.** Tech Logic's operating manuals and software licenses reflect designs and programs, as well as other components, which comprise the TLS as identified herein, and which have been developed by Tech Logic. The TLS and its related designs, programs, components, and operating systems contain proprietary and/or trade secret information owned by Tech Logic and third party vendors who have entered into licensing agreements with Tech Logic. Use of the software and the operating manuals in a manner not related to the Library's use of the TLS is prohibited.
- 7.02 **Licenses.** Tech Logic hereby grants and licenses to the Library the right to use all software that Tech Logic has developed. Tech Logic shall also provide Library with all third-party software licenses, if any,

necessary to grant the Library the right to own and operate the TLS as provided in this Agreement. Library shall, however, be subject to the Standard Software and Service Support Agreement as set forth in Exhibit I.

- 7.03 **Use of TLS.** All items comprising the TLS are deemed to be for Library as a single user, the Library, and may not be resold by Library, or its successors in interest, without the express written consent of Tech Logic. Tech Logic does not by this Agreement transfer the right to use any of its proprietary technology, including software and mechanical devices, by Library, except for its use in the TLS.
- 7.04 **Tech Logic's Assurances.** Tech Logic represents and warrants that it has the right to enter into this Agreement and grant to the Library the right to own and use all software, hardware, machinery, systems and manuals hereunder provided. Tech Logic has not transferred to the Library, or its successors in interest, the right to use or otherwise sell or convey the proprietary technology that comprises the TLS and its operations to a third party; however, the Library shall have the right to modify, enhance or relocate the TLS to other Library uses and facilities, subject to loss of any warranty hereunder, if such modification, enhancement or relocation is not performed as provided in Article 8.
- 7.05 **Intellectual Property Rights.** Tech Logic (or its licensors) retains ownership of all intellectual and industrial property rights (including, without limitation, patents, copyrights, trade secrets, trademarks and designs) in and relating to the TLS and all enhancements, modifications and updates thereof.

Except for the limited license rights expressly granted in this Agreement, nothing in this Agreement shall be construed as granting to the Library or implying the grant of any other rights, by license, assignment, transfer or otherwise, under any intellectual and/or industrial property rights in or relating to the TLS or information provided by Tech Logic. No source code will be communicated to the Library. The Library shall not make any copies, reverse engineer, disassemble, or decompile any software or part thereof.

Library shall retain sole ownership of all circulation data or any other patron data that may be transmitted through TLS. Tech Logic and its licensors shall make no copy of such data nor use such data.

Article 8: Warranty & Customer Support

- 8.01 **Warranty.** During the warranty periods described below, Tech Logic warrants that the TLS will be free of material defects and perform substantially as described in Tech Logic's operating manuals and in Exhibit B. Tech Logic warrants that the TLS will comply with applicable law covering installation and operation of such systems, and Tech Logic further warrants that the TLS will be installed in a workmanlike manner. Warranty coverage established by this Agreement begins, for the TLS and each component of the TLS purchased under a Change Order, upon Tech Logic's delivery of a Notice of Completion for that part of the TLS.

A. *Warranty Periods.*

There are two specific time periods governing each of Tech Logic's warranties:

- **Run-In Period.** The "Run-In" period for each warranty covers thirty (30) days following the date of the Notice of Completion of Installation for that warranted component. During this time, Tech Logic will correct conditions that adversely affect the functionality of the TLS, without charge.
- **Extended Support Period.** The "Extended Support" period begins on the expiration of the applicable Run-In period and ends on the one-year anniversary of the date of the Notice of Completion of Installation. Tech Logic warrants that for a period of eleven (11) months

immediately following the "Run-In" period, the TLS shall not exhibit any defect in materials or workmanship. Tech Logic shall repair or replace, at its option, and at no additional cost to the Library, any mechanism that is defective in material or workmanship.

B. *Condition to Warranty.*

Library shall notify Tech Logic within five (5) business days of any defects or malfunctions in the TLS of which it learns from any source. Failure to do so will void the warranty against that defect.

C. *Warranty Action.*

Correction of defects of the TLS shall be accomplished by Tech Logic in a timely and expeditious manner, according to the following procedure:

- Telephone Assistance. Tech Logic may attempt to address Library's warranty complaint by telephone assistance or by written or electronic messaging communication before taking further action.
- Further Action. If Tech Logic determines that the problem with the TLS is not merely due to Library's incorrect operation, or if a system manager or team leader having the qualifications described in Section 8.02A is unable to correct the problem with telephonic or other assistance within five (5) business days, Tech Logic shall provide all further assistance required to correct the problem, including labor and materials. If the problem is not one covered by warranty, Library shall pay for all costs of labor and materials at Tech Logic's standard rate for additional labor of \$200.00 per hour (Mon-Fri 9am-6pm) per Tech Logic personnel (2 hour minimum), or \$2,000.00 per day per Tech Logic personnel. Mon-Fri, "after hours" and Saturdays labor rate is \$300 per hour with a 2 hour minimum. Sunday labor rate is \$400 per hour with a 3 hour minimum. Such payments for additional labor shall be due and paid by Library within ten (10) days of each occurrence of such further action.

D. *Post Warranty Action.*

Unless a service contract has been entered into by the parties in a separately executed agreement, after all warranties have been exhausted or for service to be performed outside of warranty coverage, Tech Logic shall provide service at its standard rate for additional labor of \$200.00 per hour (Mon-Fri 9am-6pm) per Tech Logic certified technician, (2 hour minimum), or \$2,000.00 per day per Tech Logic personnel. Mon-Fri, "after hours" and Saturdays labor rate is \$300 per hour with a 3 hour minimum. Sunday labor rate is \$400 per hour with a 2 hour minimum. Such payments for additional labor shall be due and paid by Library within ten (10) days of each occurrence of such post-warranty action.

E. *Non-Covered Items.*

Component or system failures caused by lack of maintenance or by misuse of the TLS, including the introduction of "non-standard" items as described below and the results thereof, are conditions that are not included in warranty coverage. The TLS will not be designed to process the following materials:

- Materials with minor dimensions less than 4 inches;
- Materials with major dimensions greater than 16 inches;
- Materials with a thickness less than 3/16 inch;
- Materials with covers that are off (i.e. puzzles, games, etc.);
- Materials contained in thin or limp bags;
- Materials with loose, torn or bent covers or with rolled or curled pages;
- Video tape, compact disc, DVD, and cassettes with open covers, or items that have come out of their containers;
- Materials with protruding paper such as book marks or "date due" slips;

- Paper bags;
- Mailing tubes;
- Pamphlets, sheet music, newspapers or magazines that are not in a hard case;
- Transparent items;
- Children's toys that are not in a hard case;
- Materials with worn or malfunctioning identification strips or markers; and
- Other items not a part of the Library's circulating library collection.

If Tech Logic determines that a lack of maintenance, misuse, or a non-covered item has caused a component or system failure, then Library shall pay for all costs of labor and materials to correct such failure at Tech Logic's standard rate for additional labor of \$200.00 per hour per Tech Logic certified technician, or \$2,000.00 per day per Tech Logic personnel, plus any associated travel expenses incurred by Tech Logic. Such payments for additional labor shall be due and paid by Library within ten (10) days of such correction activity by Tech Logic.

F. *Further Limitation.*

All warranties given by Tech Logic are limited to replacement or repair of defective components including hardware and computer software. Tech Logic shall determine whether the components should be replaced or repaired. Any warranty is void if the TLS is modified or altered without the knowledge and written permission of Tech Logic. The warranty herein shall remain in effect should the Library move the TLS to another location only if said move is engineered and coordinated by Tech Logic.

8.02 **Customer Support.** Customer support shall be as stated in Article 8, beginning on the date of the Notice of Completion. Tech Logic's customer support is given with the understanding that Library will provide adequately trained personnel to run the TLS, including the following:

A. *System Manager or Team Leader.*

A broad base of computer skills is required as well as a background and understanding of current Microsoft operating system software that runs the TLS. Knowledge of Library operations is equally important. In addition, this person should have good personnel skills and experience in supervision. This person will be required to schedule personnel and provide back-up and training for the people on this team. This person shall be the principal contact with Tech Logic for operation and maintenance of the TLS. Further, this person shall possess, in addition to computer and software literacy, mechanical troubleshooting skills.

B. *System Operators.*

TLS operators shall be capable of running basic Microsoft Windows software applications and have a general familiarity with personal computers. Additionally, the system operators shall be capable of taking readable notes and have the skills to train and pass on their knowledge to other system operators.

Article 9: Prices & Payment

- 9.01 **Contract Price.** The total contract price for the TLS is set forth on Exhibit C (herein referred to as the “Contract Price”), which Contract Price shall be paid in installments under the schedule described in Section 9.02. The Contract Price for all other components of the TLS shall be established by a Change Order, but subject to the Pricing Schedule attached hereto as Exhibit C, and adjusted as provided in Section 2.04.
- 9.02 **Payment Schedule.** Payment of the Contract Price for Tech Logic Products in Pricing Schedule Exhibit C shall, with the exception described in subsection A immediately below, be made in accordance with RFP section 8.8, which provides in pertinent part, that payment “for all equipment, supplies, and services shall be made in arrears. The Library shall not make any advance deposits, unless provided for in the contract.” Payments shall accordingly be made as set forth in subsections A and B below:
- A. The Library shall make a payment to Tech Logic in the amount of twenty percent (20%) of the Contract Price upon completion of, and Library approval of, Manufacturing Design, as defined in section 1.06 of this Agreement.
- B. The Library shall pay the balance of eighty percent (80%) of the Contract Price within thirty (30) days of Library’s delivery to Tech Logic of the Acknowledgment of Notice of Completion described in section 2.02.E of this Agreement and as provided to the form in Exhibit F.
- C. The Library shall pay TechLogic 100% of the costs of Security Gates, Self Checks, and RFID Pads at the time of purchase.
- 9.03 **Payment Schedule for Change Orders.** The payment of any Change Order shall be made in installments, with the first installment being due thirty (30) days after the receipt of the invoice for the completed work described in the executed Change Order.
- In addition to provisions of section 2.04 herein, the parties understand and agree that Tech Logic may purchase commodities from foreign sources for use in the TLS. Consequently, upon execution of a Change Order, if applicable foreign currency exchange rates pertaining to such commodities have fluctuated by at least five percent (5%) versus U.S. currency from the Effective Date of this Agreement, then prices stated shall be adjusted accordingly by Tech Logic for such Change Order.
- 9.04 **Interest Charges.** If any payments due from Library to Tech Logic have not been received by thirty (30) days after receipt of invoice, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month.
- 9.05 **Lenexa City Center Library and Antioch Library projects and other projects identified by the Library.** The parties may enter into Addenda for the provision of automated library material handling solutions at the Lenexa City Center Library and Antioch Library projects and other projects designated by the Library that incorporate all or some of the provisions set forth in this Agreement, with such modifications and additional terms as the parties may agree. Such Addenda shall be subject to the approval of the Board of Directors of the Johnson County Library and to Tech Logic.

Article 10: Resolution of Questions & Disputes

- 10.01 **Dispute Resolution.** Tech Logic and Library will exercise their good faith and reasonable effort to negotiate and settle promptly any dispute that may arise with respect to this Agreement. The parties may obtain the services of a mediator or other “alternate dispute resolution” upon their mutual agreement prior to seeking redress through a Court of competent jurisdiction. The parties will share equally in the cost of alternate dispute resolution.
- 10.02 **Venue.** Any formal dispute resolution proceeding, including, but not limited to, mediation, arbitration or litigation, shall be conducted within the County of Johnson, State of Kansas.
- 10.03 **Arbitration.** If the work to be performed under this Agreement will be a part of new construction or a renovation or remodeling project, or if installation of the TLS will require coordination with any other construction activities, then Tech Logic agrees to join in any arbitration proceeding involving a dispute to which Tech Logic is a necessary party.

For any other dispute, arbitration between the Library and Tech Logic will be voluntary, but once engaged, binding. If such arbitration is commenced under this Agreement, the arbitration shall be conducted under the rules of the American Arbitration Association, as modified by the provisions of Kansas law, and any award rendered (including an award requiring specific performance) shall be final and binding upon the parties hereto, and the judgment on the award rendered by the Arbitrator or Arbitrators may be entered in any Court having jurisdiction thereof.

Article 11: Indemnity

Tech Logic agrees to defend, indemnify and hold the Library, and its officers, employees and agents harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorneys’ fees, to the extent any of the foregoing results, directly or indirectly, from any error or omission and/or willful or negligent act of Tech Logic, its agents, employees or subcontractors in the performance of this Agreement and against all loss by reason of the failure of Tech Logic fully to perform, in any respect, all obligations under this Agreement. In no event will Tech Logic be liable for any damages caused by the Library’s failure to perform its responsibility hereunder, except to the extent any such failure is attributable to the action or inaction of Tech Logic.

Article 12: Insurance

- 12.01 **Coverage Required.** Tech Logic shall maintain during the performance of any work under this Agreement insurance coverage underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits as set forth below:
- A. Commercial General Liability:
1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
 - a. \$2,000,000 annual aggregateCoverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor’s Protection.
- B. Workers' Compensation and Employer's Liability:

1. Statutory Workers' Compensation including an all states endorsement
2. Employer's Liability (E.L. and Disease):
 - a. Bodily Injury by Accident \$500,000 Each Accident
 - b. Bodily Injury by Disease \$500,000 Policy Limit
 - c. Bodily Injury by Disease \$500,000 Each Employee

C. Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

D. Umbrella Liability:

\$5,000,000 per occurrence and aggregate

Following form of the Commercial General Liability policy required in 9.1.1 above.

12.02 The Board of County Commissioners of Johnson County, KS, its officers, Commissions, Agencies and employees, ("BOCC") shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement shall be subject to the limitation of liability for the claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the BOCC and Contractor under this Contract, nor does it apply to the Professional Liability insurance.

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

Johnson County Board of County Commissioners
 Johnson County, Kansas
 c/o Risk Manager, TFM
 111 South Cherry Street, Suite 2400
 Olathe, Kansas 66061-3486

Board of Directors of the Johnson County Library
 c/o Risk Manager, TFM
 111 South Cherry Street, Suite 2400
 Olathe, Kansas 66061-3486

12.03 **Certification.** Tech Logic shall deliver proof of all required insurance to Library prior to execution of this Agreement.

Article 13: Independent Manufacturer

Nothing herein creates or establishes the relationship of a joint venture or partnership between the parties, nor constitutes Tech Logic as the agent, representative or employee of the Library for any manner whatsoever. Tech Logic is and shall remain an independent manufacturer under this Agreement. Any and all personnel employed by Tech Logic or its subcontractors while engaged in the performance of any activity under this Agreement, shall have no implied contractual arrangement with the Library and shall not be considered employees of the Library; and any and all claims of said personnel while so engaged that may arise under the Workers Compensation Act, and any and all claims whatsoever of any personnel arising out of employment or alleged employment by Tech Logic including, without limitation, claims of any discrimination against Tech Logic, its officers, agents, contractors or employees shall in no way be the responsibility of the Library; and Tech Logic shall defend, indemnify and hold the Library, its trustees, officers, agents and employees harmless from any and all such claims.

Article 14: Termination

- 14.01 **Termination by Tech Logic.** This Agreement may be terminated by Tech Logic without penalty in the event that Library is in breach of any of its obligations hereunder with respect to Library's obligations to facilitate installation of the TLS, provided that, the Library shall first have been given a written notice that specifies the nature of the breach and Tech Logic offers Library not less than thirty (30) business days to correct the breach.

Notwithstanding this provision, except in the case of a breach of this Agreement by Tech Logic, Library shall be fully obligated to pay all amounts owed to Tech Logic under this Agreement, and any non-compliance thereof shall constitute an immediate breach of this Agreement.

14.02 Termination by Library.

A. **Termination for Breach.** This Agreement may be terminated by the Library if Tech Logic is in breach of its obligations hereunder, provided that Tech Logic shall have first been given a written notice that specifies the nature of the breach and the Library offers Tech Logic not less than thirty (30) business days to correct the breach.

B. **Termination by the Library for Convenience.** The Library may, at any time, terminate the Contract for the Library's convenience and without cause. Upon receipt of written notice from the Library of such termination for the Library's convenience, Tech Logic shall:

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

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

- 14.03 **Action upon Termination.** Except in the event of Library's termination for breach by Tech Logic, upon termination of this Agreement prior to expiration:
- A. Tech Logic shall be entitled to payment for work performed prior to the date of termination on the terms set forth in section 14.02; and
 - B. Library shall immediately return to Tech Logic all of Tech Logic's operating manuals and licenses except for those licenses for hardware or software not created by Tech Logic.
- 14.04 **No Limitation on Remedies.** Except as expressly provided, nothing in this Article 14 shall be deemed to waive or limit any other action, proceeding or remedy to which either party would otherwise be entitled as a result of the breach of this Agreement by the other party.

Article 15: Performance Bond

IF requested by Library, Tech Logic shall provide to Library at Tech Logic's sole expense pursuant to and as specifically stated in Exhibit C, a Performance Bond. The Performance Bond shall be delivered to Library forty-five (45) days before Library's first payment comes due under Section 9.02A. The Performance Bond shall be equal to the total value of the contract. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.

The parties understand and agree that the Performance Bond is intended to secure Tech Logic's faithful performance of its obligations under Phases II, III & IV as stated in Article 9, and not as security for professional services that comprise Phase I thereof. The parties further understand and agree that the Contract Price includes Tech Logic's cost in procuring the bond provided it is so itemized in Exhibit C.

Article 16: Miscellaneous Provisions

16.01 **Compliance with Laws, Codes, Licensing, and Other Standards.** Library shall timely advise Tech Logic of any statutes, rules, codes, licensing, regulations, and other standards which may affect this Agreement and work performed hereunder; and Library shall pay for, and solely bear, all costs of compliance associated therewith that have not been otherwise accounted for herein prior to contract execution.

Each TLS is generally designed in conformity with the National Electrical Code (NEC) and other standards. However, due to unique designs and observance of various OSHA safety concerns for guards and the like, some deviations from the NEC and other standards may be necessary.

16.02 **Advertising and Promotion.** Library agrees that Tech Logic may use Library's name in advertising and promotional materials including press releases, social media outlets, and Tech Logic website(s). Library shall have the right to approve all materials on which the Library name appears in order to protect the best interests of Library, which approval shall not be unreasonably withheld. Tech Logic specifically undertakes to amend within fifteen (15) days and to the satisfaction of the Library, any such materials that are not approved by Library.

16.03 **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Agreement for any delay, suspension or failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control. If either party is unable to perform as the result of such an event, such party shall send the other party written notice stating the delay and cause thereof, within at least fifteen (15) days from the date of the occurrence of the force majeure event.

16.04 **Governing Law.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

16.05 **Severability.** If any provision of this Agreement, or portions thereof, is found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

16.06 **Notices.** Until one party provides written notice with other instructions to the other party, any written notices required to be given under this Agreement shall be deemed given when delivered personally,

when delivered by prepaid certified mail with return receipt requested, or when delivered by electronic transmission with telephonic confirmation as follows:

- If to Tech Logic: **Gary W. Kirk, President**
Tech Logic Corporation
835 Hale Avenue
Oakdale, Minnesota 55128
 [FAX: 651-747-0493]
- If to Library: **Dean Allman, Assistant Facilities Manager**
Johnson County Library
9875 W 87th Street
Overland Park, KS 66212
AllmanD@jocolibrary.org
 [FAX:]

- 16.07 **Assignment.** Tech Logic shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Library.
- 16.08 **Attorneys' Fees.** If a dispute arises between the parties as a result of which an action is commenced to interpret or enforce any of the terms of this Agreement, or if there is a breach of any of the terms of this Agreement, or the Exhibits attached hereto, the losing or defaulting party or parties shall pay to the prevailing party or parties reasonable attorneys' fees, costs and expenses incurred in connection with prosecution or defense of such action as such Court shall adjudge.
- 16.09 **Modification.** Except for a termination of the work by Library pursuant to section 14.02.B of this Agreement, in which event its written notice to Tech Logic shall be immediately effective, no modification or cancellation of any portion of this Agreement shall be effective unless in writing and signed by the parties or their duly authorized representatives.
- 16.10 **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.
- 16.11 **Incorporation of Exhibits.** The following Exhibits attached hereto are hereby incorporated into and form a part of this Agreement.

Request for Proposal 2017-036 for Automated Library Materials Handling Solutions dated April 5, 2017 and all addenda incorporated by reference

Request for Proposal 2017-036 for Automated Library Materials Handling Solutions Tech Logic Proposal dated April 24, 2017, incorporated by reference

Request for Proposal 2017-036 for Automated Library Materials Handling Solutions Tech Logic Interview, submitted cost information and key member time commitments dated June 13, 2017, incorporated by reference

Exhibit A: Preliminary System Layout Drawings and Components

Exhibit B: Description of Functionality

Exhibit C: System Pricing, Component Description and Contract Amendment Schedule

Note: There is no Exhibit D in this contract.

Exhibit E: Change Order

Exhibit F: Notice of Completion and Acknowledgment

Exhibit G: Library Notice of Corrections

Exhibit H: Project Schedule and Delivery Schedule

Exhibit I: Software License Agreement

** IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the dates set forth below.

Tech Logic Corporation

Library



Gary W. Kirk, President

Nancy Hupp, Chair, Board of
Directors of the Johnson County Library

8-30-18

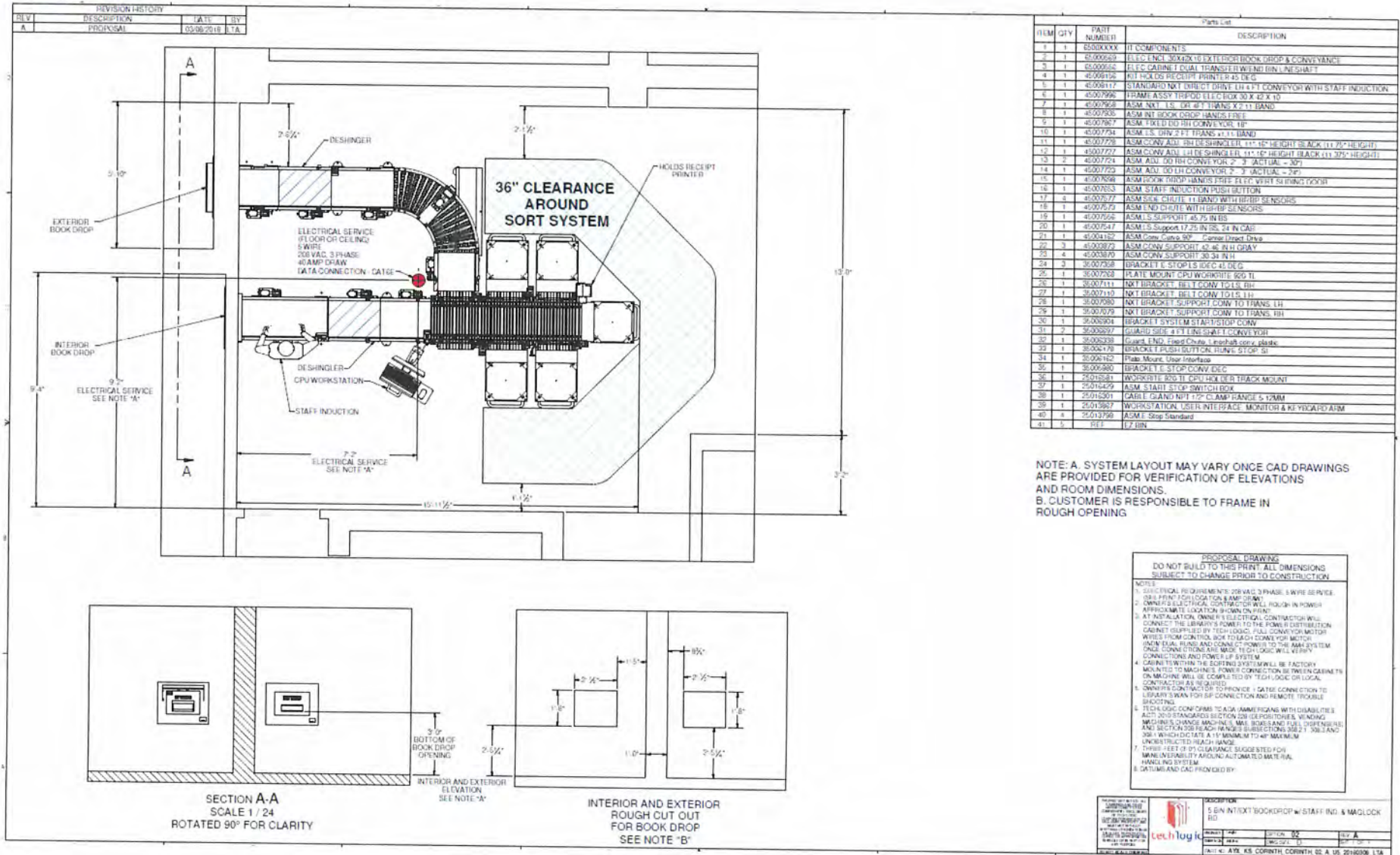
Date

Date

Approved as to form.

Attorney of Law

EXHIBIT A: Preliminary System Layout Drawings and Components for Corinth Library



ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	6500XXXX	IT COMPONENTS
2	1	45006649	ELEC ENCL 30X40X10 EXTERIOR BOOK DROP & CONVEYANCE
3	1	45006650	ELEC CABINET EQUAL TRANSFER W/END BIN IN SHAFT
4	1	45006658	RECEIVER RECEIPT PRINTERS DEIG
5	1	45008117	STANDARD NY DIRECT DRIVE 14 X 11 CONVEYOR WITH STAFF INDUCTION
6	1	45007996	FRAME ASSY THROD ELECTOR 30 X 42 X 10
7	1	45007969	ASM NXT 1 S CR 4BT TRANS X 7 11 BAND
8	1	45007955	ASM INT BOOK DROP HANDS FREE
9	1	45007867	ASM KEYED TO THE CONVEYOR HP
10	1	45007954	ASM 1 S DRN 2 FT TRANS v. 11 BAND
11	1	45007970	ASM CONV ASM 8H DE SHINGLED 11" 16" HEIGHT BLACK (11 30" HEIGHT)
12	1	45007977	ASM CONV ASM 1H DE SHINGLED 11" 16" HEIGHT BLACK (11 30" HEIGHT)
13	3	45007974	ASM ADJ 50 HIGH CONVEYOR 2" 3" ACTUAL - 30"
14	1	45007953	ASM ADJ 100 HIGH CONVEYOR 2" 3" ACTUAL - 20"
15	1	45007958	ASM 1500K DROP HANDS FREE ELEC W/HT SERVO MOTOR
16	1	45007833	ASM STAFF INDUCTION PUSH BUTTON
17	2	45006777	ASM SILE CHUTE 11 BAND WITH RFID SENSORS
18	1	45006757	ASM 150 CHUTE WITH RFID SENSORS
19	1	45007956	ASM 1 S SUPPORT 45.75 IN IS
20	1	45006647	ASM 1 S Support 17.25 IN IS, 24 IN CAB
21	1	45004162	ASM Conv Drive 30" Conve Unmet Drive
22	3	45006878	ASM CONW SUPPORT 42.46 IN H GRAY
23	4	45006880	ASM CONW SUPPORT 30.34 IN H
24	3	35007358	BRACKET E STOP 1 S IDEC 41 DEG
25	1	35007323	PLATE MOUNT CPU WORKSTATION 600 TL
26	1	35007111	NXT BRACKET BELT CONV 1 S ISL 8H
27	1	35007110	NXT BRACKET BELT CONV 1 S ISL 1H
28	1	35007090	NXT BRACKET SUPPORT CONV TO TRANS 1H
29	1	35007079	NXT BRACKET SUPPORT CONV TO TRANS 1H
30	1	35006904	BRACKET SYSTEM START/STOP CONV
31	2	35006897	BRACKET STOP CONV 11" CONVEYOR
32	1	35006898	BRACKET STOP CONV 11" CONVEYOR
33	1	35006470	BRACKET PUSH BUTTON (RUND) STOP 51
34	1	35006162	Plate Mount User Interface
35	1	35006880	BRACKET STOP CONV DEC
36	1	25016581	BRACKET STOP CONV 11" TRACK MOUNT
37	1	25016499	ASM START STOP SWITCH BOX
38	1	25016501	CABLE GROUND NPT 1/2" CLAMP RANGE 5-12MM
39	1	25016967	WORKSTATION USER INTERFACE MONITOR & KEYBOARD ASM
40	1	25016798	ASME Stop Standard
41	5	9511	17 BIN

NOTE: A. SYSTEM LAYOUT MAY VARY ONCE CAD DRAWINGS ARE PROVIDED FOR VERIFICATION OF ELEVATIONS AND ROOM DIMENSIONS.
B. CUSTOMER IS RESPONSIBLE TO FRAME IN ROUGH OPENING

PROPOSAL DRAWING
DO NOT BUILD TO THIS PRINT. ALL DIMENSIONS SUBJECT TO CHANGE PRIOR TO CONSTRUCTION

NOTES:

- ELECTRICAL REQUIREMENTS: 208 VAC, 3 PHASE, 5 WIRE SERVICE. SEE PRINT FOR LOCAL AMP SERVICE.
- OWNER'S ELECTRICAL CONTRACTOR SHALL ROUGH IN POWER APPROXIMATE LOCATION SHOWN ON PRINT.
- AT INSTALLATION, OWNER'S ELECTRICAL CONTRACTOR WILL CONNECT THE LIBRARY'S POWER TO THE POWER DISTRIBUTION CABINET SUPPLIED BY TECH LOGIC. FULL CONVEYOR MOTOR WIRES FROM CONTROL BOX TO EACH CONVEYOR MOTOR (VARIABLE SPEED DRIVE) AND CONNECT TO POWER TO THE MAIN SYSTEM ONLY. CONVEYOR WIRE MARK 11-01-05C WILL VERIFY CONNECTIONS AND POWER UP SYSTEM.
- CABINET WITHIN THE SORTING SYSTEM WILL BE FACTORY MOUNTED TO MACHINES POWER CONNECTION (SEE DRAWING). ON MACHINE WILL BE COMPLETED BY TECH LOGIC OR LOCAL CONTRACTOR AS REQUIRED.
- OWNER'S CONTRACTOR TO PROVIDE 1 GATE CONNECTION TO LIBRARY SWAN FOR SF CONNECTION AND REMOTE TROUBLE SHOOTING.
- TECH LOGIC CONFORMS TO ADA REQUIREMENTS WITH DISABLED ACCESS. 208 STANDARD SECTION 208 (ELEVATOR) WEARING SURFACES CHANGE MACHINE'S MAIN BOARDS AND FULL DISPENSIBLE AND SECTION 208 (ELEVATOR) WEARING SURFACES SHALL BE UNRESTRICTED REACH RANGE.
- THREE FEET OF 95 CLEARANCE SUGGESTED FOR MANEUVERABILITY AROUND AUTOMATED MATERIAL HANDLING SYSTEM.
- DATUMS AND CAD PROVIDED BY:

DESCRIPTION: 5 BIN INTXOT BOOK DROP W/ STAFF IND & MACLOCK RD

DATE: 02/15/2011

SCALE: 1/24

REV: A

PROJECT: AFR - 835 CORINTH CORINTH, IA, A US 2618006 - LTA

Exhibit B

Description of Functionality

The **Description of Functionality** is commonly referred to as a “**Sequence of Operations**” and describes how the system works from both a controls point of view and mechanical view. It further defines system specifications that provide the Library with a good understanding of anticipated performance objectives. Throughput rates, speeds of moving devices, and reaction times of the system are all best guesses based on previous system performances. This is so because many variables such as network speeds, automated circulation system response times, Library personnel variances in performance and Library collection variables may all have an impact on system throughput rates, speeds and reaction times.

Tech Logic’s “suite” of software programs is used throughout its systems. Each system is unique and custom configured to fit the Library’s specific environment, yet the basic underlying code is the same from system to system. It is important for the reader to understand that deviations from Tech Logic’s standard suite of functions can produce additional programming costs to the Library.

Tech Logic Corporation (hereinafter referred to as TLC) systems are broken into several major categories each having its own, unique “sequence of operations”. The basic categories are Safety and Emergency Stop Systems, Book Drops and Delivery Systems, Check-In/Out Systems and Asset Management Systems

A TLC system may consist of one or more of these categories in any combination. Therefore, this exhibit includes all of the above mentioned categories even though some of the categories may not apply to the Library’s final system composition.

Article 1: Definition of Terms

- 1.01 “**AMH**” means Automated Material Handling System and is used for all levels of handling sophistication within a TLC System.
- 1.02 “**CircIT Application**” is the TLC title for the Visual Basic .NET program that resides on the System PC or Library’s PC and interfaces the Library’s ILS Software.
- 1.03 “**Book(s)**” shall refer to all materials including but not limited to books, tapes, CD’s, DVD’s, magazines and all Library items that must generally be handled by the System within the Library environment.
- 1.04 “**Delivery System**” refers to that portion of the System that receives Books from book drops and transports the Books to the Process Area.
- 1.05 “**ILS**” refers to the Integrated Library System that has provided the Library with its asset tracking software.
- 1.06 “**MS**” refers to licensed Microsoft Corporation software that resides on the System PC or the Library’s PC. When a PC is purchased by the Library from TLC, the license is transferred to the Library and is considered third party pass through licensing.

- 1.07 “**MS Software(s)**” refers to software that is purchased by Tech Logic Corporation from Microsoft Corporation for use on the System PC. These software’s are considered “Third Party” and licenses are passed through to the Library at the time of System installation and acceptance.
- 1.08 “**Process Area**” means that portion of the System that processes the Books for final placement of Books into storage bins or is stored for patron holds.
- 1.09 “**RFID**” means Radio Frequency Identification that is the method of identifying or detecting data stored on a microchip with an antenna. RFID consists of three components; RFID Tag, RFID antenna, and RFID Reader. The antenna is for amplifying transmission to and from a reader via radio frequency technology. The reader receives the data from the RFID Tag and sends a raw data stream to a PC and is interpreted by the TLC Software to identify the Library Item that the RFID tag is attached to.
- 1.010 “**System Item(s)**” refers to numerated system components as described in Exhibit “C” and identified in Exhibit “A”.
- 1.011 “**System PC**” refers to one or more personnel computer “PC(s)” that control all aspects of the System, including but not limited to all the machines within the System and all communication software’s that interface with the Library’s host computer.
- 1.012 “**System I/O**” refers to all input and output devices within the System. Inputs (I) include all hardwired electronic signals such as photo-eyes, proximity switches, and other electronic devices that the System PC relies on for System status conditions. Outputs (O) include all hardwired electronic signals to System machine devices such as air valves, motors, lights, and other electronic devices that the System PC controls.
- 1.013 “**Tag Conversion**” is the process of transferring industry standard barcoded item ID’s onto RFID Tags.
- 1.014 “**TLC Code**” is programmed instructions written in various computer languages and run via compilation of various software’s that reside on the TLC’s System PC or the Library’s PC. TLC Code is proprietary property of Tech Logic Corporation and licensed for use to the Library, all as stated within the Software License Agreement.
- 1.015 “**TLC Hot Keys**” is a set of predefined quick keys which allows the staff members at the library to quickly toggle to different modes of operations, or application modules.
- 1.016 “**TLC Suite**” refers to the underlying program modules that have been written and developed by TLC to quickly and expeditiously assemble whole system top level programs.
- 1.017 “**TLC-HMI**” refers to TLC’s Human Machine Interface software graphics. TLC-HMI is the visual layer of software code, messages and graphics that the System Operator sees on the System PC.
- 1.018 “**TLC-MI**” refers to the TLC Machine Interface and communicates between hardware calls from the TLC-HMI to the instruction sets of various devices in the AMH.
- 1.019 “**VB**” refers to Microsoft’s Visual Basic software which resides on the System PC(s) or the Library’s PC(s) and runs TLC Systems via compiled code written by TLC.

Article 2: Safety, E-Stops, Control Cabinets, and System Control

- 2.01 **Safety Features** are designed into every aspect of a TLC System. Mechanical Systems and machines are designed with safety guards that are painted OSHA yellow. These guards are labeled and should never be removed when the system is powered up and running. Line shaft conveyor rollers are powered using urethane bands that will stop when touched by human hands.
- 2.02 **Operational Manuals** are provided with each TLC System. These manuals need to be read and studied by all System Operators and Maintenance personnel prior to System operation. The Operation Manuals include many topics including safety, start-up and shut down procedures, maintenance procedures and an extensive disclosure of each control cabinet circuit for each aspect of the system. A spare parts manual will be supplied for AMH systems.
- 2.03 **All TLC Systems** incorporate a separately wired “closed loop” emergency stop system. The E-Stop Circuit is a hard wired, independently run electrical circuit that has the ability to stop the entire system with the push of a button. It “kills” (cuts power) to all System machines, regardless of where they are located, thereby halting all machine operations. The red mushroom shaped push button is located throughout the system and is designed specifically to offer safety to all Library personnel. Its function is required by law and should be used only for emergency conditions that may be hazardous to human health and/or damaging to machines or Books within the system. Its design is “Push” to halt, “Pull” to reset. The offending, activated E-Stop within the system must be visited and reset before the system can be started. This key feature of the E-Stop circuit means that the system cannot be restarted until all E-Stops within the system are reset. E-Stops are located on system control panels and at additional locations, in small enclosures, as required for adequate personnel safety.
- 2.04 **Control Panels** are located throughout the system and are identified in Exhibit “A” of this Agreement. Control panels provide the system with power distribution to all System Outputs and gather System Inputs for the System PC. Control panels, when required, may have an electrical disconnect, green illuminated “start” button and/or a red mushroom shaped E-Stop button. In all cases, the system cannot be started until all disconnects are turned on, all E-Stops are reset, as previously mentioned, and all start buttons are pushed. Should a start button refuse to light green when pushed, then an E-Stop within the system is not reset and/or a power disconnect is not turned on. When all the green start buttons on all system control panels are on and lighted, the system can then be started by the System PC.
- 2.05 **The System PC**, as further described in Exhibit “C”, must be compliant with and runs the following software, if required, each having a distinct purpose within the overall System operation:
- A. Microsoft Windows OS
 - B. Remote Proxy
- 2.06 **When the System PC boots**, it runs on Microsoft Windows as the operating system software. Once Windows is running and the system has been powered up, as previously mentioned, the operator “double-clicks” on the “Tech Logic” icon which is located on the desk-top and/or within windows “start” menu.
- 2.07 **From the System Operator’s point of view**, all the programs are loaded and run behind the scenes and the only software program visible is TLC-HMI. The TLC-HMI is a dynamic, colored picture of the system that shows all the machinery; conveyors full status, SMART BIN[®] Container full status etc. in a manner that is user friendly. Literally, each graphical device changes color as its status changes. For instance, belt conveyors change colors from green to yellow to red depending on their status, which

could be empty and stopped, on and moving, or stopped and waiting for upstream traffic to clear. Similarly, the entire system is dynamically changing in the form of status messages and graphical color images. These features are easy for system operators to understand. Once the System PC is booted and all software is up and running, the system runs on its own, virtually capable of running unmanned.

- 2.08 **The MS Visual Basic Software programs**, written by Tech Logic, are divided up into “mini-programs” each one controlling various portions of the system and communicating with each other. This unique feature provides independent “logic”, as can be seen throughout this exhibit.

Article 3: Book Drops and Delivery Systems

- 3.01 **Book Drops and Delivery Systems** consist of book drops and conveyors that deliver books to the Processing area. Book drop doors are monitored via photo-eye switches and when the book drop door is opened, the immediate conveyor starts to run. As books pass through the system, each belt conveyor, equipped with photo eyes that detect a book’s presence, will start and stop based on its “Full/Not-Full” status.
- 3.02 **The Delivery System** has redundant activities programmed into its logic. It runs the belt conveyors in “accumulate-mode”, “run/purge-mode” or “night time mode”. The System runs in “run/purge-mode” most of the time and merely delivers books to the processing area as expeditiously as possible. Accumulate mode can be used to queue items on the conveyor belt. Night time mode sets the transfer to sort items into the first available bin without checking the item in. Night time mode minimizes the number of transfers used when the machine is unattended.
- 3.03 If **De-Shingler Conveyers** are included in the System package, the De-Shingler Conveyor(s) will act to separate multiple items inserted in the Book Drop. The incline and speed of the De-Shingler Conveyor will separate any items not listed in Section 8.01, E of the Tech Logic contract.
- 3.04 If **Staff Induction** is included in the System package, a specific section of conveyor length at the front end of the AMH is designated for this purpose. No separate check-in station or manual check-in process is required. Staff simply place materials on the conveyor --by the handfuls or individually--and items move through the de-shingling, check-in and sorting process automatically. The conveyor should remain in “run-mode” during the induction process to allow some spacing between the handfuls of items being inducted.

Article 4: Smart Bin[®] Container Sorting Systems

- 4.01 **SMART BIN[®] Sorting Systems** are designed to check-in books and sort them into bins using the Library’s pre-assigned collection codes as the sort criteria. They are designed to use either barcodes or RFID tags as the identification method. Additionally, the System PC(s) uses TLC’s Interface Software to communicate with the ILS for check-in.
- 4.02 **The Sequence of Operations** for a SMART BIN[®] Container Storage System Process Area starts at the last belt conveyor of delivery system. Books are transferred from the Delivery System belt conveyors and passed onto the Process Area line-shaft and pop-up transfer conveyors. Under ideal conditions this process of belt conveyor to line-shaft conveyor transfer can be as fast as 1-1/2 to 2 seconds per book.
- 4.03 If **Loader/Unloader Machines** are included in the System package, the Loader/Unloader machine(s) will act as delivery system buffers and remote system automatic loading of SMART BIN[®] containers.

These machines have two basic modes, Load or Unload. The System PC will switch from mode to mode to maintain an even flow of materials to the sorting area.

- 4.04 If **Barcode** is the identification method of the Library's collection a camera based vision system will be used. The camera system will be designed based on the size and location of the barcodes labels. If no barcode is found the book is rejected and moves to the end "reject" SMART BIN[®] Container. Once a barcode has been recognized, the barcode is processed per section 5.08 of this article.
- 4.05 If **RFID Tag** is the identification method, it is scanned by the RFID Antenna. If no RFID tag is found the book is rejected and moves to the end "reject" SMART BIN[®] Container. Once an RFID tag has been recognized, the Item ID is processed per section 5.08 of this article.
- 4.06 If **RFID Tag Encoding** is included in the System Package, the system will also include Barcode scanning. The RFID Tag Encoding section will validate that an RFID tag has no data written to it and will write the Item ID of the item on to the blank tag. If the item has valid data on the RFID tag, it will be processed per section 5.08.
- 4.07 If **Print and Apply Holds** are included in the System package, the Print and Apply section will align the items under the print head and apply a printed holds slip to the top of the item. The holds slip has a light adhesive that will not leave residue on the item.
- 4.08 **Processing a Book** is similar for both barcode and RFID tags and takes the following software steps to determine shelf sortation:
- A. TLC-MI Software determines if the barcode or RFID tag is valid before it tries to process the data. If it's not valid the book is tagged "Reject" and the system then tracks its destination to the end Smart-Bin for rejection.
 - B. If the barcode or RFID tag is valid, TLC-MI then assembles the ILS "request" string that is written using Standard Interface Protocol (SIP) messaging.
 - C. The "request" string is then passed to the ILS via TCP-IP network communications.
 - D. Once the Book's barcode or RFID tag is processed by the Library's ILS, in other words "Checked-In", the ILS sends a "return" string back to TLC-HMI software via the Software Interface. The "return" string is also written in SIP, and includes the necessary data to perform sortation. The data required from the ILS includes the following fields of data:
 - Collection Code
 - Call Number
 - Item Type Code
 - Agency Destination
 - Patron Name (only if Book is on reserve)
 - E. TLC's HMI directs, tracks, conveys and transfers the Book to the correct SMART BIN[®] Container.

Contract Number 15008010



Exhibit C:

Qty	Part Number	Description	Unit Price	1st Yr. Extended price
1	913XXXXX	5 BIN INT/EXT BOOKDROP w/ STAFF IND.	\$195,160.64	\$195,160.64
1	ASTSOFT	Multi-Bin System Control Software	\$12,300.00	\$12,300.00
1		Installation and Training	\$13,400.00	\$13,400.00
			Sub Total	\$220,860.64
			Discount	(\$78,375.64)
8	25019824	EZ Bin	\$799.00	\$6,392.00
			Shipping	\$4,350.00
			Total Contract Pricing	\$153,227.00

EXHIBIT E: CHANGE ORDER

[SAMPLE]

Change Order NO. _____

Johnson County Library- Corinth Branch

Pursuant to Article 6, Section 6.02 of the Contract, Tech Logic Corporation and the Library herein agree to Change Order(s) as follows.

Item No.	Last Qty	New Qty	Part No.	Amendment	Part Description	Price Each	Total Price
Total Change Order cost							\$

Description of Change Order: _____

Original Contract Sum was _____
 The net change by previously authorized Change Orders _____
 The Contract Sum prior to this Change Order was _____
 The Contract Sum will be increased by this Change Order in the amount of _____
 The new Contract sum including this Change Order will be _____

TECH LOGIC CORPORATION
 ("Tech Logic")

LIBRARY

By: _____
 Gary W. Kirk
 President

By: _____

Date: _____

Date: _____

EXHIBIT F: NOTICE OF COMPLETION AND ACKNOWLEDGMENT

[SAMPLE]

Johnson County Library- Corinth Branch

Pursuant to Article 2, Section 2.02, Paragraph C of the Contract, Tech Logic Corporation herein notifies the Library that all or part of the TLS is installed and completed at the Library and running under permanent power.

Comments: _____

Tech Logic Corporation

Date: _____, 20____.

Gary W. Kirk,
President

Acknowledgment

Pursuant to Article 2, Section 2.02, Paragraph E of the Contract, Library hereby acknowledges that (I) the TLS is installed and completed at the Library, and running under permanent power.

Date: _____, 20____.

By: _____

(Printed Name and Title):

EXHIBIT G: LIBRARY NOTICE OF CORRECTIONS

[SAMPLE]

Johnson County Library- Corinth Branch

Pursuant to Article 2, Section 2.02, Paragraphs D and E of the Contract, the Library herein notifies Tech Logic of the following items within the AMH System that are incorrect or not to the Library’s satisfaction and need to be repaired, replaced, adjusted, reprogrammed or otherwise made correct in response to Tech Logic’s Notice Of Completion. The following corrections need to be made:

Item No.	Description	TLC ✓

By: _____

Date: _____, 20__

EXHIBIT H: PROJECT SCHEDULE & DELIVERY SCHEDULE

[SAMPLE]

Johnson County Library- Corinth Branch

Within thirty (30) days of the Effective Date, Library and Tech Logic shall complete this Exhibit H, "Project Schedule," to create a schedule for all work to be completed on the TLS under Article 2. A separate Project Schedule shall be created within thirty (30) days of the execution of a Change Order for the purchase of additional TLS components.

Project Schedule

Finalized Contract:																				
Dwg Approval Finalized:																				
Site Survey:																				
Begin Purchasing:																				
Begin Manufacturing:																				
Begin Assembly:																				
Assembly Complete:																				
Run, test, QA & QC:																				
Crate System:																				
Ship system:																				
Installation																				
Testing																				
Training																				
Aftercare begins																				

TECH LOGIC CORPORATION
("Tech Logic")

LIBRARY

By: _____
Gary W. Kirk
President

By: _____

Date: _____, 2018

Date: _____, 2018

EXHIBIT I: Software License Agreement

1. License Grant.

- A. *License.* Subject to the terms and conditions of this Agreement, Licensor grants Library a perpetual, nontransferable, nonexclusive license to use the computer program and user documentation listed in Exhibit B (the 'Software') at the Installation Address set forth in the Agreement. Library may install and use the Software's computer program only on one machine at one time at the Installation Address. If Library desires additional copies of the Software's computer program or user documentation, Licensor will provide such copies at the rates set forth in Exhibit C.
- B. *Restrictions.* Library shall not (i) use the Software to provide services under any name other than that of Library; (ii) use the Software to process the data of third parties without Licensor's prior written consent; (iii) use the Software in the operation of a service bureau; (iv) modify or change the Software; or (v) decompile, disassemble or otherwise reverse engineer the Software.

2. Deliverables.

- A. *Software.* Licensor shall provide Library one executable copy of the Software's computer program and one copy of the Software's user documentation. Library shall not copy the Software (except for one archival copy for back up purposes only) or the user documentation.
- B. *Hardware.* Library shall arrange for the purchase or lease, installation, testing and maintenance of adequate hardware. Library shall be solely responsible for hardware maintenance, including periodic inspections, adjustments, and repair.

3. Installation, Maintenance and Training.

Licensor shall install and maintain the Software and provide training to Library's employees pursuant to the terms of the Maintenance Agreement. Library shall provide internet capability to allow Licensor to access, review and modify the Software remotely.

4. Payments.

Library shall pay Licensor the Software license fees, in the amounts and under the terms set forth in Exhibit C. All fees shall be payable upon presentation of invoices. Licensor may change its license fees for additional copies of the Software upon thirty (30) days prior written notice.

5. Confidentiality.

Library agrees that neither Library, its agents, nor, its employees shall in any manner use, disclose or otherwise communicate any information with respect to the Software which might enable copying of all or any portion of the Software. Library agrees to take all necessary action to protect the confidential and proprietary information included in the Software, including appropriate instructions and agreement with its employees.

6. Title.

Library agrees that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

7. Warranties.

Licensor warrants that it has clear title to the Software. Licensor further warrants that for a period of three hundred sixty-five (365) days after installation, the Software, if used by Library in accordance with the Software's user documentation, will substantially perform the functions set forth in Exhibit B.

LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **General Provisions.**

- A. *Assignability.* This Agreement and all rights and obligations thereunder shall not be assignable by Library except with the prior written consent of Licensor. A change in control shall be deemed an assignment subject to this subsection. This Agreement shall be binding upon each party's permitted successors and assigns.
- B. *Liability.* Licensor shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence. In no event shall Licensor's liability exceed the initial license fee for the Software paid by Library. No action or claim relating to this Agreement or the Software may be instituted more than one (1) year after the event giving rise to such action or claim.
- C. *Indemnification.* Licensor shall indemnify and hold Library harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Library gives Licensor prompt notice of and the opportunity to defend any such claim. Licensor shall have the right to settle such claim or, at Licensor's option, provide Library (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the Software based on a deemed license term of five (5) years.
- D. *Entire Agreement; Amendment.* This Agreement with its exhibits is the complete and exclusive agreement of the parties and supersedes all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement shall not be valid unless it is in writing and signed by both parties.
- E. *Choice of Law/Arbitration.* This Agreement shall be governed by the laws of the State of Minnesota. All unresolved disputes arising under this Agreement shall be submitted to arbitration under the rules of the American Arbitration Association. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- F. *Default.* In the event of any default of any obligation under this Agreement which remains uncured fifteen (15) days after receipt of written notice of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all outstanding fees will immediately become due and payable and Library shall return all copies of the Software to Licensor and erase any copies residing in any machine.
- G. *Waiver.* Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same.
- H. *Severability.* A determination that any provision of this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.
- I. *Notices.* All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when deposited in the United States mail, sent registered mail by first class, postage prepaid, addressed as set forth at the end of this Agreement.