

**ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY
LIBRARY AND THE OLATHE PUBLIC LIBRARY ADVISORY BOARD FOR
AUTOMATED CIRCULATION, PATRON, AND BIBLIOGRAPHIC SERVICES**

This Renewal Memorandum (the "Renewal" hereinafter) is made this 14th day of January 2021, by and between the Board of Directors of the Johnson County Library ("JCL" hereinafter) and the City of Olathe ("the City" hereinafter) to amend the Interlocal Cooperation Agreement between the parties on the sharing of automated services (the "Agreement" hereinafter).

The parties agree as follows:

1. A. Memorandum of Renewal. On May 17, 1989, the parties entered into the Agreement and have renewed it on an annual basis since that date. The Agreement has been amended and supplemented several times. The Agreement, as amended and supplemented, has worked well for the parties, is of substantial benefit to the patrons of both institutions, and the parties accordingly renew said Agreement, as amended and supplemented, under the existing terms, pursuant to paragraph II.2, for the period of January 14, 2021 through December 31, 2021 with Sections 10 and 10A as set forth below.

B. Parties. Pursuant to the Olathe Municipal Code ("OMC") Section 2.36.100 the Olathe Public Library Advisory Board is an advisory board to the City's Governing Body. Pursuant to OMC Section 2.36.020 the Olathe Public Library ("OPL") is established, continued, and maintained by the City. Pursuant to OMC Section 2.36.040 the City Manager shall be responsible for the fiscal and internal administrative operations of the OPL, and the OPL shall operate in conformance with the City's policies and procedures for budget administration. The City is the appropriate party for agreeing to this and future Renewals.
2. Amended Section 10 of the Agreement. Section 10 of the Agreement, as amended, reads as follows:
 10. ACCESS TO INFORMATION IN BIBLIOGRAPHIC AND CIRCULATION DATA BASE: SERVICE FEES.
 - A. Access to Information. JCL and the City agree that, subject to paragraph 11, full access shall be allowed to information stored in the JCL automated system relating to books and library materials at both libraries and relating to the holdings, availability and circulation status of such books and library materials. The parties agree to use the JCL automated system to permit patrons of one library system to "reserve" an item in the other library's collections. Staff from OPL and JCL has developed procedures for the delivery of such material.

- B. Internet Access Service. JCL and the City agree that JCL no longer provides OPL with Internet Access Service and that no fee is accordingly charged for that service.
 - C. Service Fees. The parties agree that the City will pay to JCL a service fee in the amount of 23% of Integrated Library System Coordinator services costs, 23% of .5 FTE for E-content Selector negotiation services, plus 23% additional costs for database subscriptions for the period of January 14, 2021 through December 31, 2021. If additional services are added throughout the year, additional service fees will be assessed at the 23% rate.
 - D. Confidentiality of Records. JCL and OPL both have regulations or policies in place that protect the confidentiality of their respective patrons' library records. JCL and the City mutually and reciprocally agree to maintain the confidentiality of their respective patrons' library records and to make no disclosure of the other institution's confidential library patron records.
3. Amended Section 10A of the Agreement. Section 10A of the Agreement, as added by way of addendum approved December 17, 2003, shall read as follows:
- 10A. LEASE OR PURCHASE OF DATA BASES AND E-CONTENT FOR REMOTE USE. JCL and the City agree to act in concert to lease or purchase databases and e-content for remote use by their patrons on the terms set forth in this paragraph 10A.
- A. JCL and the City shall be financially responsible for its share of the cost of leasing or purchasing such data bases and e-content as follows:
 - 1. The City will be responsible for 23% of the total cost in 2021 plus additional costs associated with the City being made a party to any applicable leases.
 - 2. JCL will be responsible for 77% of the total cost of leasing or purchasing such databases in 2021.
 - 3. In 2021, databases will be billed from 10/1/20 – 9/30/21 and will continue billing on an October – September cycle thereafter.
 - 4. In 2021, e-books will be billed from 10/1/20 – 9/30/21 and will continue billing on an October – September cycle thereafter.

- B. JCL shall provide the City with the following services at no additional cost: JCL staff shall provide the necessary equipment and software to perform use authentication; and JCL staff shall provide support desk services relating to remote data base and e-content access.

The City will pay 23% of .5 FTE for E-content Selector to negotiate data base and e-content contracts on behalf of JCL and the City.

- C. OPL shall appoint a representative to assist in the selection and licensing of databases leased or purchased for remote use pursuant to the terms of this Agreement.

- D. In the event of severance of the Inter local Agreement between JCL and the City , 23% of the mutual e-book and e-audio book content will remain the property of the City. The specific titles retained will be determined by OPL.

- 4. Added Section 10B of the Agreement. Section 10B of the Agreement, as added by way of addendum approved July 21, 2004, shall read as follows:

10B. USE OF COMPUTER RESERVATION SERVICE. JCL agrees to allow OPL to access and use its online computer reservation system. This service will be provided to OPL by JCL, and JCL will be the sole owner of all hardware, software, and other components related to the proper operation of the system. JCL will provide regular maintenance to all components of the service. The agreed support fee for this service is included in the fee set forth in paragraph 10.A above.

- 5. Addendum to Section 10C of the Agreement Section 10C of the agreement, as added by way of addendum approved December 15, 2010, shall read as follows:

10 C. LEASES OR PURCHASE OF WEB CATALOG INTERFACE. JCL and the City agree to act in concert to lease or purchase a presentation layer interface to provide public access to the Bibliographic and Patron account database via the Web on the terms set forth in this paragraph 10C.

- A. JCL and the City shall be financially responsible for its share of the costs of leasing or purchasing a presentation layer interface as follows:

- 1. The City will be responsible for 23% of the total cost in 2021, plus additional costs associated with

the City being made a party to any applicable leases.

2. JCL will be responsible for 77% of the total cost of leasing or purchasing such an interface.

B. JCL shall provide the City with the following services at no additional cost: JCL staff will be responsible for negotiation of contracts or leases with interface vendors; JCL staff shall provide the necessary equipment and software to perform authentication and interface with the ILS; and JCL staff shall provide support desk services relating to online interface access.

C. JCL and OPL shall appoint members to a committee that will select and mutually agree upon an interface to be leased or purchased pursuant to the terms of this Agreement.

COURIERS JCL shall pay 77% of Monday through Saturday courier service between OPL and JCL.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF OLATHE, KANSAS

John W. Bacon, Mayor

ATTEST

Brenda D. Long, City Clerk

APPROVED AS TO FORM:

Ronald R. Shaver, City Attorney

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

BY: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Fred J. Logan, Jr.

Andrew V. Logan

Counsel to the Board of Directors
of the Johnson County Library