

**INTERLOCAL AGREEMENT PURSUANT TO K.S.A. 12-2908
FOR CONTRACTING LIBRARY SERVICES
BETWEEN THE JOHNSON COUNTY LIBRARY AND THE CITY OF OLATHE**

This Interlocal Agreement for Contracting Library Services Between the Johnson County Library and the City of Olathe ("Agreement") is made as of the 1st day of January 2026 ("Effective Date"), by and between the Board of Directors of the Johnson County Library ("JCL") and the City of Olathe ("the City") (each individually a "Party" and collectively the "Parties"). The Johnson County Library and the Olathe Public Library operated by the City are sometimes referred to herein as "library systems."

RECITALS

A. On May 17, 1989, JCL and the Olathe Public Library entered into an "Interlocal Cooperation Agreement Between the Board of Directors of the Johnson County Library and the Board of Directors of the Olathe Public Library for Automated Circulation, Patron, and Bibliographic Services" (the "1989 Agreement"). JCL and the Olathe Public Library and the Olathe Public Library's successor, the City, subsequently renewed that 1989 Agreement, as periodically amended and supplemented, on an annual basis. The Parties renewed the 1989 Agreement, as amended and supplemented, on January 13, 2022, for the period of that date through December 31, 2022. Thereafter, the Parties collaborated to develop this form of "Interlocal Agreement Pursuant to K.S.A. 12-2908 for Contracting Library Services Between the Johnson County Library and the City of Olathe," which was originally entered and dated as of January 12, 2023 ("2023 Agreement"), for a term of three (3) years.

B. JCL has the authority pursuant to K.S.A. 12-1223, et seq., to enter into contracts to provide library services. JCL is entering into this Agreement pursuant to the authority set forth in those statutes.

C. Pursuant to the Olathe Municipal Code ("OMC"), Section 2.36.020, the Olathe Public Library ("OPL") is maintained by the City. Pursuant to OMC Section 2.36.040, the City Manager is responsible for the fiscal and internal administrative operations of OPL in conformance with the City's policies and procedures for budget administration. The City has the authority pursuant to the OMC to enter into contracts to provide library services. The City is entering into this Agreement pursuant to the authority set forth in the OMC.

D. Pursuant to K.S.A. 12-2908, any political subdivision of the state or instrumentality thereof, including but not limited to cities and bodies politic possessing the powers of public corporations, may contract with each other to perform any governmental service, activity, or undertaking which said contracting municipality is authorized by law to perform. Both JCL and the City are authorized to provide library services, and further authorized pursuant to K.S.A. 12-2908 and JCL further authorized pursuant to K.S.A. 12-1223 to enter into this Agreement.

E. The purpose of this Agreement is to enhance library service in the Johnson County Library district and the City, and in other library districts that may in the future agree to provide service under the terms of this Agreement, by maintaining a shared integrated library system;

providing a courier service to move requested library materials quickly from one library system to another; providing shared access to electronic resources; and coordinating library services that are efficient, convenient, and effective for all JCL and City library patrons.

AGREEMENT

1.0 Incorporation of Recitals in this Agreement. The Recitals set forth above are incorporated by reference in this Agreement section of the Agreement.

2.0 Agreement effective date; 2023 Agreement terminated. The Parties agree that upon the formal approval and execution of this Agreement by JCL and the City:

a. This Agreement shall be of full force and effect as of the Effective Date; and

b. The 2023 Agreement, as amended, shall be deemed terminated as of 12:00 a.m. on the Effective Date.

3.0 Governance of Agreement once made effective. The Parties agree that once made effective this Agreement shall be governed as follows:

a. Term of Agreement and Renewal. The term of this Agreement shall be three (3) years from the Effective Date. Before the expiration of the Agreement, the Parties may agree in writing to renew or amend the Agreement for an additional time period, unless earlier terminated as provided herein. ,

b. Administration of Agreement by Joint Governance Committee. This Agreement shall be administered by a Joint Governance Committee (JGC). The members of the JGC shall be employees of JCL and OPL and shall be appointed by JCL and the OPL respectively.

c. Additional Actions and Agreements. The Parties acknowledge and agree that administration of this Agreement is a long-term, significant undertaking by both JCL and the City. The Parties acknowledge and agree that from time-to-time matters will arise that will require the timely cooperation and joint effort of the Parties to accomplish. To ensure that library services are not unnecessarily delayed, the Parties agree that by entering into this Agreement their chief officials (Chair of the Board of Directors of the Johnson County Library and Olathe Mayor) and their respective executive managing officers (JCL County Librarian and Olathe City Manager) have the continuing authority, without further formal action by their respective governing bodies, except as otherwise provided by applicable law, to take all necessary and appropriate action, including entering into and signing, contracts and agreements with each other and third parties, in the furtherance of this Agreement. Additional actions include, but are not limited to, adoption of a service level agreement, as further described below. Any additional actions taken and agreements adopted under this provision in the 2023 Agreement will continue in full force and effect under this Agreement, unless otherwise specifically provided in such additional action or agreement.

d. Service Level Agreement implementing administration of this Agreement by JGC. Pursuant to the 2023 Agreement, the Parties have adopted a Service Level Agreement (SLA)

last updated March 7, 2025, that is administered by the JGC and that sets forth the terms pursuant to which specific library services and responsibilities are shared by the Parties. The SLA will continue to be effective under this Agreement, as amended, and may be reviewed and modified by the JGC as needed.

e. Cost-Sharing Formula. The Parties agree to utilize a cost-sharing formula percentage, which is calculated using the United States Census Bureau population estimates statistics of resident population for the City and Johnson County, Kansas, based upon the latest data available, as may be adjusted on an annual basis by an additional action agreement of the JGC pursuant to Section 3.c. The formula percentage will be rounded to the nearest one-tenth of a percent. For example, the cost-sharing formula will operate as follows: if the City's resident population is 143,014 and the Johnson County, Kansas, resident population is 613,219, which is a proportion of 23.32%, then the cost-sharing percentage would be rounded to 23.3%. The Parties agree the cost-sharing formula is initially set at Twenty-Three and Three-Tenths Percent (23.3%). The Parties will set forth administration of the cost-sharing in the SLA.

f. JCL to serve as primary contact for vendors. JCL and OPL agree that JCL shall serve as the primary contact for all vendors shared by them pursuant to written agreements with those vendors.

g. Agreement to work cooperatively. JCL and OPL agree that they will work cooperatively and at all times do the following:

- i. Abide by the decisions made by the JGC.
- ii. Maintain Internet connectivity, hardware, and staffing needed to meet their obligations under this Agreement and the SLA.
- iii. Communicate with one another concerning issues and questions that could impact their performance under the terms of the Agreement and the SLA.
- iv. Ensure that staff at their respective library systems participate in training and committee meetings.
- v. Maintain shared integrated library systems that ensure that those systems' holdings and user records meet standards set in the SLA.

4.0 Responsibilities of the Joint Governance Committee. The JGC has the following responsibilities:

a. To direct the affairs of the Parties under this Agreement and any additional agreements and to discuss all policy issues that arise under said agreements.

b. Appoint and oversee the work of committees, task forces, and work groups implementing and administering this Agreement.

c. Review applications by other library systems to become Parties to this Agreement and any additional agreements and shall make recommendations on such applications to JCL and OPL.

- d. Identify new services to be offered by member library systems and forward recommendations to JCL and OPL for approval.
- e. Annually review the Agreement and any additional agreements and make recommendations on any suggested changes.
- f. Establish a system to communicate on issues and challenges that impact the Parties' library systems.

5.0 Confidentiality of JCL and OPL patron records. JCL and OPL both have regulations or policies in place that protect the confidentiality of their respective patrons' library records. JCL and OPL mutually and reciprocally agree to maintain the confidentiality of their respective patrons' library records and, subject to all applicable laws, to make no disclosure of the other library system's confidential library patron records. JCL and OPL further agree as follows:

- a. JCL and OPL agree that their respective library systems will not retain the charge records for the other library system's patrons beyond their use for circulation and control purposes.
- b. Current patron charge records will not be made public except pursuant to a valid order or subpoena authorized under federal, state, or local law.
- c. All inquiries regarding access to patron charge records shall be referred to the respective Party's executive managing officer (JCL County Librarian and Olathe Library System Officer), depending on whether JCL or OPL records are involved, and no records may be made public without the executive managing officer's express approval.

6.0 Termination of Agreement and additional agreements. JCL and the City agree that this Agreement and additional agreements may be terminated by either party by giving written notice of termination to the other party at least six months prior to the date upon which termination is to be effective.

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

Interlocal Agreement for Contracting Library Services
City of Olathe and Johnson County Library

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

CITY OF OLATHE, KANSAS

BY: _____
John W. Bacon, Mayor

ATTEST:

Brenda D. Swearingian, City Clerk

APPROVED AS TO FORM:

Ronald R. Shaver, City Attorney

BOARD OF DIRECTORS OF THE
JOHNSON COUNTY LIBRARY

BY: _____
Jeffrey Mendoza
Chair

APPROVED AS TO FORM:

Andrew V. Logan

Counsel to the Board of Directors
of the Johnson County Library

