

NOTICE

Milwaukee County  
Federated Library System  
Board of Trustees

Monday, October 21<sup>st</sup>, 2019

3:30 P.M.

This meeting will be conducted in a  
meeting room of the  
Brown Deer Public Library  
5600 West Bradley Road  
Brown Deer, WI 53223

AGENDA

1. Call to order
2. Adoption of agenda
3. Approval of minutes: the MCFLS Board of Trustees meeting on Monday, September 30<sup>th</sup>, 2019  

Action      [Attachment A](#)
4. Public comment
5. Library Directors Advisory Council--Report of the October 3<sup>rd</sup>, 2019 LDAC Meeting  
Distributed at meeting

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aides.

Board of Trustees—Administrative reports requiring action

6. Financial Report—September 2019

Distributed at meeting

7. 2020 MCFLS Budget

Action

[Attachment B](#)

8. 2020 West Milwaukee Charges

Action

[Attachment C](#)

9. 2020 Delivery Contract

Action

[Attachment D](#)

10. 2020 SEWI Continuing Education Contract

Action

[Attachment E](#)

Administrative Informational Items

11. Response to the Greenfield Public Library Board

[Attachment F](#)

12. Marketing and Advocacy Committee draft guidelines

[Attachment G](#)

13. 2020 Meeting Dates discussion

14. Director's Report

[Attachment H](#)

Next meeting date: Monday, December 16<sup>th</sup>, 3:30 p.m., MCFLS Conference Room.

Milwaukee County Federated Library System  
Board of Trustees

Regular Monthly Meeting held Monday, September 30, 2019  
Shorewood Public Library  
3920 N. Murray Ave.  
Shorewood, WI 53211

ROLL CALL

Present: Paul Ziehler, President  
Paula Pennebaker, Vice President  
Nik Kovac, Treasurer  
Kurt Glaisner, Trustee  
Guy Johnson, Trustee  
Steven Shea, Trustee  
Elizabeth Suelzer, Trustee

Staff: Steve Hesel, Director  
Judy Kaniasty, Business Manager  
Jen Schmidt, Library Systems Administrator

Others: Susan Draeger-Anderson, LDAC Chair and North Shore Library  
Rachel Collins, Shorewood Public Library  
Paula Kiely, Milwaukee Public Library  
Sheila O'Brien, Greenfield Public Library

CALL TO ORDER. President Ziehler called the regularly scheduled monthly meeting of the Milwaukee County Federated Library System Board of Trustees to order at 3:36 p.m.

ADOPTION OF AGENDA. President Ziehler referred to the agenda. Trustee Glaisner moved and Treasurer Kovac seconded a motion to adopt the agenda as distributed. Unanimously approved.

APPROVAL OF MINUTES. President Ziehler referred to the minutes of the Monday, August 19, 2019 meeting which are shown as Attachment A of the agenda packet. Trustee Glaisner moved and Treasurer Kovac seconded a motion to approve the minutes as presented. Unanimously approved.

PUBLIC COMMENT. Sheila O'Brien, Director of the Greenfield Public Library, thanked the MCFLS Board for the opportunity to present and read a letter from the Greenfield Public Library Board to the MCFLS Board, which is shown as Exhibit 1 attached to these minutes. Trustee Johnson inquired whether there were any recommendations on where funding should be cut in the MCFLS budget as suggested and Sheila O'Brien responded that the MCFLS Board is the expert on its own budget and therefore the Greenfield Library Board does not have any recommendations. Sheila did point out that over half of the \$530,393 referred to on page two of the letter is coming from the net lending libraries.

LIBRARY DIRECTORS ADVISORY COUNCIL. President Ziehler invited Susan Draeger-Anderson to review her report of the September 5, 2019 LDAC meeting which is shown as Attachment B of the agenda packet. Questions were asked concerning fine forgiveness and regarding the addition of a position in the Bibliographic Contract. Susan and Director Hesper responded to questions.

Rachel Collins welcomed the MCFLS Board to the Shorewood Public Library and offered to provide a brief tour after the meeting if there is any interest at that time.

#### BOARD OF TRUSTEES – ADMINISTRATIVE REPORTS REQUIRING ACTION

Financial Report – August, 2019. President Ziehler referred to the August, 2019 financial report, which is shown as Attachment C of the agenda packet. Director Hesper noted that it is presented in a new format, as requested by Trustee Johnson. President Ziehler questioned what interest rate is being earned and Judy Kaniasty responded that she has reports from the County and she would look into them and share that information as she wasn't sure of the exact figures. After review of the report, Trustee Johnson moved and Trustee Glaisner seconded a motion to accept the report and place it on file. Unanimously approved.

2020 MCFLS System Plan. President Ziehler referred to Attachment D of the agenda packet. Director Hesper reported that an annual System Plan is required every year which, when approved, releases the first of two funding checks which occurs in November (75% of total). The final 25% is released when the Annual Report is submitted by March 1 and approved by DPI. Director Hesper reviewed the report. Trustee Shea moved and Trustee Glaisner seconded a motion to approve the 2020 MCFLS System Plan as presented and authorized Director Hesper to submit as required. Unanimously approved.

DPI Annual Report Compliance Plan. Director Hesper reviewed the letter (shown as Attachment E of the agenda packet) he had prepared responding to the DPI request addressing how the three libraries that responded late to the state annual report deadline would manage getting back into compliance this next time around. Also shown are the letters from the three libraries and their responses to the topic. Vice President Pennebaker moved and Treasurer Kovac seconded a motion to approve the letter as presented and send it to the State as required. Unanimously approved.

Approval of various membership agreements for system libraries. President Ziehler reported that these agreements would be discussed in Closed Session and that there would be a report out after discussions have concluded.

- a. ILS, Resource Sharing, and Technology Agreement-- shown as Attachment F of the agenda packet.
- b. Resource Library Agreement – shown as Attachment G of the agenda packet.
- c. Bibliographic Database Development and Maintenance Agreement – shown as Attachment H of the agenda packet.

#### ADMINISTRATIVE INFORMATIONAL ITEMS.

MCFLS Marketing and Advocacy Committee Update. Director Hesper reported that five people met on September 13 to draft guidelines and determine the makeup of the committee. The Guidelines and Committee recommendations will be discussed by the entire MCFLS Board next month to confirm recommendations and to select a MCFLS Board member and to then begin reaching out to proposed community members for this MCFLS Marketing and Advocacy Committee. Prior to the next MCFLS

Board meeting, Director Heser proposes to reach out to prospective members and to review with the LDAC before final approval at a future MCFLS Board Meeting so the Committee can be ready to begin in early 2020.

Director's Report. Director Heser reviewed his report, which is shown as Attachment I of the agenda packet.

Motion to move into executive session. Vice President moved and Trustee Johnson seconded a motion to move into Closed Session on a unanimously affirmative roll call vote.

In Executive Session. Pursuant to Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

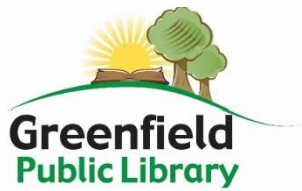
Motion to Move Out of Executive Session. Trustee Johnson moved and Trustee Suelzer seconded a motion to move out of Closed Session. The motion passed by a unanimously affirmative roll call vote.

Report Out of Executive Session. President Ziehler reported that during Closed Session the Board discussed the Greenfield Library Board letter presented today as well as the Strategic Plan financing and at this time the MCFLS Board of Trustees is ready to take action regarding the agreements shown as Attachments F, G and H.

Trustee Glaisner moved and Vice President Ziehler seconded a motion to approve all three agreements as presented and Director Heser is authorized to distribute the contracts accordingly. Unanimously approved.

NEXT MEETING. Scheduled for Monday, October 21, 2019 beginning at 3:30 p.m. at the Brown Deer Public Library, 5600 West Bradley Road, Brown Deer, WI 53233.

ADJOURNMENT. With no further business to be addressed, Trustee Johnson moved and Vice President Pennebaker seconded a motion to adjourn the meeting at 4:47 p.m. Unanimously approved.



5310 W. Layton Avenue  
Greenfield, WI 53220-4011  
(414) 321-9595

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September 27, 2019

Mr. Paul Ziehler, Board President  
and the MCFLS Board of Trustees  
Milwaukee County Federated Library System  
709 N 8th St.  
Milwaukee, WI 53233

Dear Mr. Ziehler and MCFLS Board of Trustees,

First off, the Greenfield Public Library Board would like to commend you and MCFLS staff for increasing the funding request to \$100,000 in the 2020 Milwaukee County budget. The MCFLS narrative and service data that were placed into the current County budget request are eloquent and comprehensive. The data speaks volumes. Thank you for making the strong case about the depth and magnitude of services our public libraries in Milwaukee County provide collaboratively to all our communities' residents. Though if funded it would only increase funding by \$34,000 over 2019, it is a step in the right direction. We noted with concern another County \$28 million budget shortfall and instructions to all departments to turn in 2020 budget requests with a 1.6% reduction. The City of Greenfield is currently in the midst of a very difficult challenging season as well.

The Greenfield Public Library Board has reviewed the MCFLS board's proposed changes to the member agreements for 2020-2024. Our board has a number of concerns about the present and future financial and contractual impacts contained in the proposed changes to the ILS, Resource Sharing, and Technology Agreement.

After the MCFLS staff and WILS led a strategic planning process this year with the MCFLS Board and member libraries, MCFLS staff and board identified several areas where they would like to increase services to member libraries. The draft 2020-2024 agreements as proposed seek to contractualize funding for three strategic planning initiatives into a 5-year contract binding member libraries to set reimbursement rates.

In the view of our board, while the increased services may be valuable and desirable in and of themselves, if funding for these new services is made permanent by inclusion in the ILS agreements, the financial and contractual changes will fundamentally alter the original concept of reimbursing net lending libraries. The changes will also set the stage for a permanent and continuous erosion in the reciprocal borrowing arrangements in place since 2009. Indeed, the proposed changes call into question MCFLS's continued support for the concept of reciprocal borrowing. Promising to revisit the

reciprocal borrowing formula sometime in the future, as MCFLS has done, after a binding 5-year contract is signed by net lending libraries, seems to the Greenfield Library Board to be damaging to the goodwill between impacted libraries and MCFLS, and an unfortunate first step toward opening a dialogue with valued partners about a difficult issue.

Based upon figures Mr. Hesel provided to LDAC, we have added up all the proposed additional costs over the 5- year life of the agreement in order to assess its full impact. The magnitude of the financial and contractual changes is the cause for our concern.

<b>Proposed Change</b>	<b>Additional Costs Annually</b>	<b>Other costs</b>	<b>Total Cost</b>	<b>Notes</b>
New CountyCat Mobile App	\$16,500- 19,250	\$7,500	\$96,500	5 years
Expanded Electronic Resources Buying Pool	\$25,000- \$45,000		\$175,000	5 years
Marketing and Data Collection	\$30,600- \$50,600		\$207,500	5 years
Marketing Intern	\$16,793 - \$17,471		\$51,393	3 years
Totals	\$88,893- \$132,321		\$530,393	

Many municipalities in Milwaukee County are under financial strain and fiscal constraints. Consequently, the libraries they fund, which are served by MCFLS, are facing flat revenues and rapidly escalating costs for health insurance, utilities, library materials, and other fixed expenses essential for day-to-day operation of a public library. The Greenfield Public Library Board of Trustees questions whether this expansion of MCFLS services based on 3 strategic plan initiatives is appropriate when viewed against the impact it will have on our local library revenues and our ability to maintain the quality of services offered to our local patrons. While the dollar impact on each individual net lending library may be initially manageable, the aggregate dollar impact over time is significant. To accommodate these increased costs, the Greenfield Public Library will have to make internal cuts and reassignments of scarce budgeted funds.

The member agreements starting in 2009 established a means by which the net lending libraries would receive reciprocal borrowing reimbursement from MCFLS proportionate to their level of net lending based on a contractual percentage of the state aid MCFLS received that year. In 2011, this rate was 43% of state aid. The rate has been declining ever since, and this agreement will bring it down to 35%. Decreasing the percentage of state aid paid to net lending libraries with each future ILS agreement is an unsustainable manner by which to the fund the system's response to changing technologies, and it establishes a precedent that the Greenfield Public Library is extremely reluctant to embrace.

Wisconsin municipalities, and the libraries they fund, are very familiar with the necessity of distinguishing between wants and needs, focusing on essential expenditures, and setting aside many desirable but non-essential expenditures. In the view of the Greenfield Public Library Board, the inclusion of all 3 strategic plan initiatives into the 2020-2024 member agreements shifts too much of the financial burden of a changing library landscape onto the net lending municipal libraries.

Our board respectfully requests that MCFLS take a closer look at its own 2020-2024 expenditures to find areas that could be reduced and streamlined in order to afford the new services it wishes to offer.

Sincerely,

*Linda J. Lubotsky*

Ms. Linda Lubotsky, Alderperson,  
and President of the Greenfield Library Board  
on behalf of the Trustees of the Greenfield Public Library Board



1					
2		<b><u>2019 Approved</u></b>	<b><u>2019 Revised</u></b>	<b><u>2020 Draft</u></b>	<b><u>Change</u></b>
3	<b><u>General Revenues</u></b>				
4	State Aid Revenue	\$ 2,855,317	\$ 2,855,317	\$ 2,855,319	\$ 2
5	Milwaukee County Allocation	\$ 66,650	\$ 66,650	\$ 66,650	\$ -
6	West Milwaukee Contract -Other	\$ 49,877	\$ 49,877	\$ 47,466	\$ (2,411)
7	Interest on Invested Funds	\$ 2,000	\$ 2,000	\$ 7,500	\$ 5,500
8	Member Forms/Supplies Revenue	\$ 25,000	\$ 25,000	\$ 20,000	\$ (5,000)
9	Member Postage Revenue	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
10	Member OCLC Revenue	\$ 116,297	\$ 116,297	\$ 121,591	\$ 5,294
11	Member Telecomm. Revenue	\$ 16,800	\$ 16,800	\$ 16,800	\$ -
12	Member III Softwre Maint-Basic	\$ 200,838	\$ 200,838	\$ 179,267	\$ (21,571)
13	Member III Softwre Maint-Other	\$ 45,473	\$ 45,473	\$ 46,709	\$ 1,236
14	Member Tech. Assist.-Time Rev.	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
15	Member Special Projects Revenu	\$ 80,000	\$ 80,000	\$ 80,000	\$ -
16	Member Cataloging Contract Rev	\$ 149,846	\$ 149,846	\$ 163,716	\$ 13,870
17	Member Database Revenue	\$ 72,336	\$ 63,882	\$ 62,174	\$ (1,708)
18	Member Catalog Enhancement Rev	\$ 25,627	\$ 25,627	\$ 29,648	\$ 4,021
19	Member Ecommerce Transaction	\$ 9,000	\$ 9,000	\$ 10,000	\$ 1,000
20	TNS Calls/Notices Revenue	\$ 3,000	\$ 3,000	\$ 1,260	\$ (1,740)
21	Carryover Revenue	\$ 35,000	\$ 98,584	\$ 35,000	\$ (63,584)
22	Staff Benefits/Co-Pay Revenue	\$ 35,804	\$ 36,641	\$ 37,967	\$ 1,326
23	Member Digital Content Rev	\$ 216,732	\$ 216,732	\$ 256,414	\$ 39,682
24	Member PC Management License Rev	\$ 2,545	\$ 2,545	\$ 2,545	\$ -
25	LSTA Technology Grant Revenue	\$ -	\$ 17,107	\$ 11,200	\$ (5,907)
26	MemberMKE Mixers Revenue	\$ 1,400	\$ 1,400	\$ 1,400	\$ -
27	<b><u>Total General Revenues</u></b>	\$ 4,049,542	\$ 4,122,616	\$ 4,092,626	\$ (29,990)
28					
29	<b><u>Special Revenues</u></b>				
30	W. Milwaukee Borrowing Revene	\$ 52,916	\$ 52,916	\$ 49,079	\$ (3,837)
31	Ecommerce Revenue	\$ 200,000	\$ 200,000	\$ 200,000	\$ -
32	<b><u>Total Special Revenues</u></b>	\$ 252,916	\$ 252,916	\$ 249,079	\$ (3,837)
33					
34	<b><u>Total Revenues</u></b>	\$ 4,302,458	\$ 4,375,532	\$ 4,341,705	\$ (33,827)
35					
36					
37		<b><u>2019 Approved</u></b>	<b><u>2019 Revised</u></b>	<b><u>2020 Draft</u></b>	<b><u>Change</u></b>
38					
39	<b><u>General Expenditures</u></b>				
40	Fringe Benefits Expense	\$ 179,610	\$ 179,610	\$ 183,573	\$ 3,963
41	Salaries Expense	\$ 374,158	\$ 374,158	\$ 381,639	\$ 7,481
42	Telephone Renewal Expense	\$ 1,000	\$ 600	\$ 612	\$ 12
43	Member Ecommerce Transaction E	\$ 9,000	\$ 9,000	\$ 10,000	\$ 1,000
44	TNS Calls/Notices Expense	\$ 3,000	\$ 1,200	\$ 1,260	\$ 60
45	Mileage/Auto Maint Expense	\$ 700	\$ 700	\$ 700	\$ -
46	Conference/Training Expense	\$ 8,000	\$ 8,000	\$ 6,500	\$ (1,500)
47	Memberships Expense	\$ 6,000	\$ 6,000	\$ 5,000	\$ (1,000)
48	Continuing Education Expense	\$ 8,750	\$ 8,750	\$ 9,000	\$ 250
49	Office Supplies Expense	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
50	Copy Machine Maint. Expense	\$ 1,200	\$ 2,500	\$ 2,500	\$ -
51	MCFLS Printing Expense	\$ 500	\$ 500	\$ 500	\$ -
52	MCFLS Printing for Mem Expense	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
53	MCFLS WI Pub Lib Consortium Ex	\$ 5,605	\$ 5,605	\$ 5,605	\$ -
54	MCFLS Buying Pool	\$ 110,000	\$ 130,000	\$ 135,000	\$ 5,000
55	MCFLS Database Expense	\$ 20,700	\$ 27,450	\$ 21,700	\$ (5,750)

56	Member Database Expense	\$	72,336	\$	63,882	\$	62,174	\$	(1,708)
57	MCFLS Catalog Enhancement Expe	\$	65,674	\$	80,574	\$	84,799	\$	4,225
58	Member Catalog Enhancement Exp	\$	25,627	\$	25,627	\$	29,648	\$	4,021
59	MCFLS Postage Expense	\$	600	\$	600	\$	600	\$	-
60	Member Postage Expense	\$	25,000	\$	25,000	\$	25,000	\$	-
61	Member Forms/Supplies Expense	\$	25,000	\$	25,000	\$	20,000	\$	(5,000)
62	Telephone Expense	\$	5,000	\$	5,000	\$	5,000	\$	-
63	Meetings Expense	\$	500	\$	500	\$	500	\$	-
64	Insurance Expense	\$	11,500	\$	11,500	\$	11,700	\$	200
65	Legal Expense	\$	500	\$	500	\$	500	\$	-
66	Audit Expense	\$	12,250	\$	12,250	\$	12,250	\$	-
67	Payroll Service Expense	\$	4,200	\$	5,200	\$	5,200	\$	-
68	III Software Support Expense	\$	246,311	\$	246,311	\$	225,976	\$	(20,335)
69	III Telephone Notification Subscr Exp	\$	12,224	\$	12,224	\$	12,224	\$	-
70	Member Telecomm. Expense	\$	16,800	\$	16,800	\$	16,800	\$	-
71	MCFLS Telecomm. Maint. Expense	\$	10,000	\$	10,000	\$	5,000	\$	(5,000)
72	OCLC Expense	\$	130,165	\$	130,165	\$	135,047	\$	4,882
73	MCFLS Computer Room Equipment	\$	5,000	\$	25,000	\$	5,000	\$	(20,000)
74	MCFLS Software Expense	\$	2,500	\$	2,500	\$	3,000	\$	500
75	MCFLS Equipment Expense	\$	12,000	\$	15,000	\$	6,000	\$	(9,000)
76	Member Special Projects Expens	\$	80,000	\$	80,000	\$	80,000	\$	-
77	Sorting and Delivery Expense	\$	291,700	\$	291,700	\$	291,700	\$	-
78	South Central Delivery Expense	\$	21,697	\$	21,697	\$	22,066	\$	369
79	Auto Payment/Maintenance Exp.	\$	1,000	\$	1,000	\$	1,000	\$	-
80	MPL Resource Contract Expense	\$	185,596	\$	185,596	\$	178,457	\$	(7,139)
81	MPL Rent Lease Contract Exp.	\$	129,815	\$	129,815	\$	129,815	\$	-
82	ILS Expense	\$	36,450	\$	37,000	\$	36,450	\$	(550)
83	MCFLS Catalog Cont Exp to MPL	\$	285,532	\$	285,532	\$	271,255	\$	(14,277)
84	Member Catalog Contract Exp.	\$	149,846	\$	149,846	\$	163,716	\$	13,870
85	MCFLS Collection Dev Tool	\$	28,000	\$	28,000	\$	23,800	\$	(4,200)
86	Internet Expense	\$	20,500	\$	20,500	\$	20,500	\$	-
87	Contingency Expense	\$	29,029	\$	34,334	\$	29,451	\$	(4,883)
88	Member Digital Content Exp	\$	216,732	\$	216,732	\$	256,414	\$	39,682
89	Marketing	\$	10,000	\$	10,000	\$	10,000	\$	-
90	Marketing Consultant/Contract Exp					\$	40,500	\$	40,500
91	MCFLS Strategic Planning Exp	\$	4,800	\$	6,166	\$	-	\$	(6,166)
92	Cooperative Purchasing Sub Exp	\$	3,000	\$	3,000	\$	2,000	\$	(1,000)
93	Member PC Management License Exp	\$	1,875	\$	1,875	\$	1,875	\$	-
94	LSTA Technology Grant Expense	\$	-	\$	17,107	\$	11,200	\$	(5,907)
95	Member MKE Mixer Expense	\$	1,400	\$	1,400	\$	1,400	\$	-
96	<b>Total General Expenditures</b>	\$	2,914,932	\$	2,995,006	\$	3,007,606	\$	12,600
97									
98	<b>Special Expenditures</b>								
99	W. Milwaukee Borrowing Expense	\$	52,916	\$	52,916	\$	49,079	\$	(3,837)
100	RB - MCFLS Payment Expense	\$	1,034,610	\$	1,034,610	\$	1,085,020	\$	50,410
101	Ecommerce Expense	\$	200,000	\$	200,000	\$	200,000	\$	-
102	Sierra Server Implementation	\$	100,000	\$	93,000	\$	-	\$	(93,000)
103	<b>Total Special Expenditures</b>	\$	1,387,526	\$	1,380,526	\$	1,334,099	\$	(46,427)
104									
105	<b>Total Expenditures</b>	\$	4,302,458	\$	4,375,532	\$	4,341,705	\$	(33,827)
106									
107									
108	<b>Revenue/Expenditures +/-</b>	\$	(0)	\$	-	\$	-	\$	-

October 21, 2019

To: MCFLS Board of Trustees

From: Steve Hesel, MCFLS Director

Re: 2020 proposed MCFLS Budget

An explanation of some of the changes in 2020:

- Lines 4, 5—State and county revenue remain flat for 2020.
- Line 12—Member III Software Basic line reduced \$21,571 due to elimination of unused staff logins and zero % maintenance starting 2020.
- Line 16—Member cataloging contract amount increasing from 2019.
- Line 54—Additional buying pool funding for hoopla increases \$5,000.
- Line 55—Marketscope database likely discontinued.
- Lines 57-58—Additional funding required for CountyCat Mobile app through Communico.
- Lines 71, 73, 75—Lowering MCFLS Telecommunication, Computer Room and Equipment lines to help funding in other areas.
- Line 80—2020 Resource Library costs lowered by \$7,139 and will remain at this level through 2024.
- Line 83—MCFLS cataloging contract expense lowered \$14,277 for 2020.
- Line 88—Member library digital content expense higher to reflect increased costs for hoopla.
- Line 90—Marketing consultant and contract worker expense.
- Line 100—Reciprocal borrowing. Increase of over \$50,000 reflects impact of overpayment in 2018 and raise in state aid in 2019.

10/21/19

To: Milwaukee County Federated Library System Board of Trustees  
From: Steve Hesel, director  
Re: 2020 West Milwaukee charges based on October 1, 2018 to September 30, 2019 reciprocal borrowing fiscal year.

Following are the calculations used to determine the amount due to the Milwaukee County Federated Library System (MCFLS) for payment for use of MCFLS member libraries by Village of West Milwaukee residents for the year 2020. The long-standing formula combines reciprocal borrowing and automation charges.

Reciprocal Borrowing Charges

1	County Population (2019 est. WI Dept. of Administration)	945,509
2	West Milwaukee Population (2019 est. WI Dept. of Administration)	4,124
3	Total circulation 10/01/18 - 09/30/19 at all MCFLS libraries	6,014,042
4	10/01/18- 09/30/19 circulation to West Milwaukee residents	13,712
5	2017 MCFLS member expenditures	\$41,846,128
6	Per capita expenditures (Line 5 / Line 1)	\$44.26
7	County per capita circulation (Line 3 / Line 1)	6.36
8	West Milwaukee per capita circulation (Line 4 / Line 2)	3.32
9	West Milwaukee per capita circulation expenditure formula: West Milwaukee per capita circulation divided by county per capita circulation multiplied by county per capita expenditure. (Line 8 / Line 7 X Line 6)	\$23.14
10	West Milwaukee reciprocal borrowing costs (Line 2 X Line 9)	\$95,409

Automation Charges

Computer System Charges: 100% of all applicable charges x % of circulation attributed to West Milwaukee residents.

11	2018 MCFLS automation costs: catalog enhancement, software and server costs, III maintenance, OCLC, telecomm.	\$498,159
12	Total MCFLS Circulation	6,014,042
13	West Milwaukee Circulation	13,712
14	West Milwaukee portion of total circulation (Line 13 / Line 12)	0.2280%
15	West Milwaukee automation costs (Line 11 X Line 14)	\$1,136
16	<b>Total West Milwaukee costs (Line 10 + Line 15)</b>	<b>\$96,545</b>

Per-circ rates and costs for West Milwaukee Residents			
10/01/18-09/30/19 (2020 payout)			
Library	Circulation	Per-circ rate	Cost
Brown Deer	290	\$ 2.16	\$ 626
Cudahy	318	\$ 2.54	\$ 808
Franklin	144	\$ 2.60	\$ 374
Greendale	202	\$ 3.02	\$ 610
Greenfield	511	\$ 4.08	\$ 2,085
Hales Corners	170	\$ 3.82	\$ 649
Milwaukee	3,097	\$ 4.13	\$ 12,791
North Shore	60	\$ 2.91	\$ 175
Oak Creek	105	\$ 2.64	\$ 277
St. Francis	73	\$ 3.94	\$ 288
Shorewood	99	\$ 2.70	\$ 267
South Milwaukee	126	\$ 4.49	\$ 566
Wauwatosa	446	\$ 2.66	\$ 1,186
West Allis	7,933	\$ 3.54	\$ 28,083
Whitefish Bay	138	\$ 2.13	\$ 294
	13,712	\$ 3.16	\$ 49,079
		Average	

## CONSOLIDATED DELIVERY AND SORTING SERVICES CONTRACT

Service Description: **Provision of consolidated delivery and sorting services for the inter-library loan program of the Milwaukee County Federated Library System.**

Time of Performance: **January 2, 2020, to December 30, 2020**

Amount of Contract: **\$1,092.00 base rate per delivery day.** Service is Monday through Friday except Holidays as indicated in Attachment A - Specifications, General Terms and Conditions for the MCFLS 2016 2017 Consolidated Sorting and Delivery Services.

This CONTRACT, effective as of January 2, 2020, to December 30, 2020, is entered into by and between the Milwaukee County Federated Library System, (hereinafter referred to as the "SYSTEM"), and Action Logistics, LLC (hereinafter referred to as the "CONTRACTOR")

Witnessed THAT:

WHEREAS, the CONTRACTOR represents self as being capable, experienced, and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent contractor and not as an employee of the SYSTEM,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

(Page 1 of 11)

*DC-22-19*

- I. REQUIREMENTS: The CONTRACTOR is required to:
- A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
  - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
  - C. Comply with time schedules and payments terms.
- II. SCOPE OF SERVICES. (To include specific duties and responsibilities, deliverables, time schedules, deadlines, and approval requirements).
- A. The scope of the Contractor's services are specifically incorporated and made a part of this contract as Attachments A and B, respectively.
  - B. The contract will be effective for a two-year period, contingent upon acceptable performance as determined at the end of each annual period.
  - C. CONTRACTOR agrees to provide delivery services for the inter-library loan program of the SYSTEM which will include all necessary labor, three delivery vehicles and related expenses. A specific delivery person/sorter will be assigned solely to this contract for each of the three vehicles, along with two individuals who have been cross-trained, on a Monday through Friday basis. Service times are estimated to be from 7:00 a.m. to 6:00 p.m.

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- D. CONTRACTOR shall complete background checks at Contractor's expense on all personnel prior to starting any activity for the SYSTEM. CONTRACTOR shall confirm in writing to the SYSTEM that they have successfully conducted the background checks prior to the commencement of work and that CONTRACTOR will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for the SYSTEM. This includes replacement personnel.

At a minimum, resources to be checked should include, but are not limited to, civil (<http://wcca.wicourts.gov/index.xsl>) and criminal records (<http://wi-recordcheck.org/index.html>). Department of Transportation motor vehicle/licensing records (<http://www.dmv.org/wi-wisconsin/departement-motor-vehicles.php>). In order to do so, CONTRACTOR must obtain certain information for each of the CONTRACTOR'S employees expected to be performing work for the SYSTEM. At a minimum, the information shall include full name, date of birth and social security information. Additional information that is helpful in completing background checks includes maiden name, sex, race, driver's license number and issuing state and places of residence for the last three years.

NOTE: If the individual has resided outside of the State of Wisconsin within the last three (3) years, CONTRACTOR will have to do similar research within the state they resided in.

All costs associated with the background checks are to be borne by the CONTRACTOR. All records received as a result of background

(Page 3 of 11)



checks are to be retained by the CONTRACTOR for a period of three (3) years after contract expiration.

The SYSTEM reserves the right to request the results of the background checks and/or to do additional background checks on their own.

- E. The delivery and sorting personnel of the CONTRACTOR will arrive at SYSTEM headquarters at the MPL Central Library dock area (entrance at 833 West Wells Street) to load the delivery vehicles. Items that are picked up from one delivery site shall be sorted enroute and delivered to those libraries that have not yet had a delivery stop for the day. Items that are picked up for a library that has already had its final delivery for the day will be returned to the sorting room of the SYSTEM and delivered the next day.
- F. CONTRACTOR agrees to adhere and comply with the general operational requirements, staffing and vehicle requirements, standard hours of operation and penalties/incentives as outlined in Attachment A. Any and all changes must be agreed upon and executed by written amendment.
- G. CONTRACTOR agrees to keep in effect a Certificate of Insurance as specified in Attachment A for the duration of this contract.

### III. SPECIFIC CONDITIONS OF PAYMENT

Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following schedules if completion is satisfactory:

(Page 4 of 11)

The invoice must be received on or before the tenth (10<sup>th</sup>) of the succeeding month for the previous month's activities. All invoices are to be mailed directly to the Milwaukee County Federated Library System, 709 N. Eighth St., Milwaukee, WI 53233.

2019 - \$1092 daily rate plus allowable fuel surcharges in accordance with chart listed in Attachment A.

2020 - \$1092 daily rate plus allowable fuel surcharges in accordance with chart listed in Attachment A.

#### IV. NOTICES

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services addressed to the CONTRACTOR at:

Action Logistics, LLC  
ATTENTION: Jim Tiderman, President  
16235 West Ryerson Road  
New Berlin WI 53151

And to the SYSTEM at:

Milwaukee County Federated Library System Board  
ATTENTION: Steve Heser, Director  
709 North Eighth Street  
Milwaukee WI 53233

(Page 5 of 11)

V. CONDITIONS OF PERFORMANCE AND COMPENSATION

A. PERFORMANCE

The CONTRACTOR agrees that the performance of the CONTRACTOR'S work, services and the results therefrom, pursuant to the terms, conditions, and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. TAXES, SOCIAL SECURITY, INSURANCE, AND GOVERNMENT COMPLIANCE

Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to comply with all applicable federal, state, and local laws and regulations.

C. SUBCONTRACTING

The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the SYSTEM.

VI. INDEMNIFICATION AND DEFENSE OF SUITS.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the SYSTEM and all SYSTEM member libraries, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or

(Page 6 of 11)

expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

#### VII. REGULATIONS.

The CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

#### VIII. TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of the Contract, the SYSTEM shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the SYSTEM for damages sustained by the SYSTEM by virtue of any breach of the Contract by the CONTRACTOR, and the SYSTEM may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the SYSTEM from the CONTRACTOR is determined.

#### IX. CHANGES

The SYSTEM may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S

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9.22.19

compensation which are mutually agreed upon by and between the SYSTEM and the CONTRACTOR, shall be incorporated in written amendments to the contract.

X. WAIVER

One or more waivers by any party of any term of this contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

XI. PERSONNEL

The CONTRACTOR represents that he has or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the SYSTEM.

All of the services required hereunder will be performed by the CONTRACTOR or under his supervision and all personnel engaged in this work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

XII. CONFLICT OF INTEREST

A. INTEREST IN CONTRACT

No officer, employer or agent of the SYSTEM who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains shall

(Page 8 of 11)

have any personal interest, direct or indirect, in this Contract.

B. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No public official who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract shall have any personal interest, direct or indirect, in this Contract.

C. INTEREST OF CONTRACTOR AND EMPLOYEES

The CONTRACTOR covenants that no person described in Paragraph XII.A. and XII.B. above, who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in any performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the System.

XIII. DISCRIMINATION PROHIBITED

In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sexual orientation, religion, gender, or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender, or national origin.

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#### XIV .INSURANCE

The CONTRACTOR shall provide to the SYSTEM an affidavit or other satisfactory proof which the SYSTEM may require evidencing that the CONTRACTOR has obtained Worker's Compensation Insurance for all persons performing any work or services under the Contract as is required by the Worker's Compensation Act of the State of Wisconsin.

The CONTRACTOR will also at all times during the term of the Contract keep in force and effect other insurance policies as required by the contract.

No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the contract void at the SYSTEM'S discretion.

#### XV. FORCE MAJEURE

If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has so been affected shall immediately give notice to the other party of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected nay, by giving written notice, terminate this contract.

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IN WITNESS WHEREOF, the CONTRACTOR and the SYSTEM have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

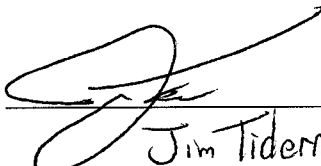
MILWAUKEE COUNTY  
FEDERATED LIBRARY SYSTEM

CONTRACTOR

By \_\_\_\_\_  
Paul M. Ziehler, President

Action Logistics, LLC

Date \_\_\_\_\_

By  \_\_\_\_\_  
Jim Tideman

By \_\_\_\_\_  
Steve Heser, Director

Title President

Date \_\_\_\_\_

Date 9-22-19

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ATTACHMENT A  
SPECIFICATIONS, GENERAL TERMS AND CONDITIONS FOR THE MILWAUKEE COUNTY  
FEDERATED LIBRARY SYSTEM (MCFLS) 2020 CONSOLIDATED SORTING AND DELIVERY  
SERVICES.

Pricing and Contract Term: This contract will be effective for a one-year period with each year contingent upon acceptable performance in the prior year. Pricing will be firm for the contract period of January 2, 2020 through December 30, 2020. The CONTRACTOR shall be ready to assume operation of the delivery service on January 2, 2020.

Fixed Daily Rate: Flat fixed daily rate of \$1,092 for the term of this contract (the fuel will be addressed separately). Should the volume increase or decrease by more than 25% over a three-month period (compared to the previous year), the SYSTEM will evaluate the need to renegotiate the daily rate with the CONTRACTOR.

Fuel Surcharge:

The SYSTEM will allow a fuel surcharge based on the following chart. The rate will be determined on a weekly basis referencing the Energy Information Administration office of the Department of Energy at <http://www.eia.doe.gov/>. The weekly rate will be based on regular gasoline cost for the Midwest (PADD 2) region.

Fuel Cost (price per gallon)	Total Bill - Flat rate per day
2.10 and under	1,092.00
2.11 to 2.20	1,094.00
2.21 to 2.30	1,095.00
2.31 to 2.40	1,097.00
2.41 to 2.50	1,098.00
2.51 to 2.60	1,099.00
2.61 to 2.70	1,101.00
2.71 to 2.80	1,102.00
2.81 to 2.90	1,104.00
2.91 to 3.00	1,105.00
3.01 to 3.10	1,106.00
3.11 to 3.20	1,108.00
3.21 to 3.30	1,109.00
3.31 to 3.40	1,110.00
3.41 to 3.50	1,112.00
3.51 to 3.60	1,113.00
3.61 to 3.70	1,115.00
3.71 to 3.80	1,116.00
3.81 to 3.90	1,117.00
3.91 to 4.00	1,119.00
4.01 to 4.10	1,120.00
4.11 to 4.20	1,122.00
4.21 to 4.30	1,123.00
4.31 to 4.40	1,124.00
4.41 to 4.50	1,126.00
4.51 to 4.60	1,127.00
4.61 to 4.70	1,129.00
4.71 to 4.80	1,130.00
4.81 to 4.90	1,132.00

4.91 to 5.00	1,133.00
5.01 to 5.10	1,135.00
5.11 to 5.20	1,136.00
5.21 to 5.30	1,138.00
5.31 to 5.40	1,139.00
5.41 to 5.50	1,141.00
5.51 to 5.60	1,142.00
5.61 to 5.70	1,144.00
5.71 to 5.80	1,145.00
5.81 to 5.90	1,147.00
5.91 to 6.00	1,148.00

Volume of Work: It is estimated that there are, on average, 250 incoming tubs and 250 outgoing tubs per day (all routes combined.) Each tub normally holds 50-75 items (not to exceed 50 lbs. per tub), so a daily estimate of items handled is  $62.5 \times 500 = 31,250$  items daily (approximate).  
 $31,250 \times 249 \text{ days} = 7,781,250$  items annually (approximate).

Amendments to Contract: This contract may be modified only by written amendment to the contract, signed by both parties.

Workers' Compensation and Employer's Liability Insurance: Workers' compensation insurance providing statutory work's compensation benefits and employer's liability with a limit not less than \$100,000.

Worker's Compensation Waiver of Subrogation: The SYSTEM and SYSTEM Member Libraries shall not be liable to CONTRACTOR or its employees for any injuries to CONTRACTOR'S employees arising out of the performance of work under this agreement. CONTRACTOR and its worker's compensation insurance carrier agree to waive any and all rights of recovery from the SYSTEM and SYSTEM Member Libraries for worker's compensation claims made by its employees. The CONTRACTOR agrees that any indemnification and hold harmless provision within the contract extends to any claims brought by or on behalf of any employee of the CONTRACTOR.

Commercial General Liability Insurance: Policy shall provide coverage for premises and operations, products and completed operations, blanket contractual, personal injury. Limits of liability not less than \$500,000 each occurrence and aggregate.

Automobile Liability: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$500,000.

Fidelity/Crime Coverage: Coverage for employee fidelity/dishonesty related to insured's employees and agents, including but not limited to theft or embezzlement of vehicles, materials, supplies, equipment, tools, money, securities, etc., which result in loss to the SYSTEM and/or SYSTEM Member Libraries. Insurance shall protect the interests of the SYSTEM. Limit of liability not less than \$25,000 per occurrence.

Late or Missed Delivery Charge: The SYSTEM will invoke monetary charges to the CONTRACTOR in the event of failure to make deliveries as required, which shall be deducted from the next monthly payment to the CONTRACTOR. 1) Each day no deliveries are made - The SYSTEM reserves the right to hire another courier service or utilize SYSTEM employees (total cost to include wages plus benefits) and deduct the total costs incurred from the next invoice. 2) Each time a delivery site is missed - Full daily rate and gas surcharge divided by 27 stops multiplied by the number of missed sites. These costs will be deducted from the next monthly invoice. Additionally, continued failure to make scheduled deliveries may result in contract termination.

Delivery Incentive: The SYSTEM will pay the CONTRACTOR two (2.0) days of the daily cost of delivery service,

where there have been no significant complaints or problems for a three-month period. It will be the responsibility of the CONTRACTOR to request the payment of the incentive on a quarterly basis and mutually agreed upon by the SYSTEM.

Monthly Billing: The CONTRACTOR will invoice the SYSTEM on a monthly basis for all services provided from the first through the last working day of the previous month. Included with the invoice, shall be a printout, if needed, of the weekly "Regular Gasoline Retail Prices (Cents per Gallon)" Midwest (PADD 2) region, as documentation for any additional fuel surcharge. The document of reference is found at the Energy Information Administration office of the Department of Energy at <http://www.eia.doe.gov/>.

The invoice must be received by the SYSTEM on or before the tenth (10<sup>th</sup>) of the succeeding month for the previous month's activities. All invoices are to be mailed to the Milwaukee County Federated Library System, 709 N. 8<sup>th</sup> Street, Milwaukee, Wisconsin 53233. The SYSTEM's responsibility in this regard is to process the invoices and payment will be made within 30 days after receipt.

General Operational Requirements: The CONTRACTOR will be responsible for the pick up and delivery of library materials for the System as specified below from the Central Library of the Milwaukee Public Library to and from SYSTEM member libraries:

The daily requirements Are:

The CONTRACTOR undertakes and agrees to sort, carry and deliver library materials consisting of books, magazines, audio-visual materials, mail envelopes, etc., as well as boxes, tubs, etc., to the regular delivery locations shown on ATTACHMENT B.

All items to be delivered will have an initial daily pickup point at the dock area of the Central Library of the Milwaukee Public Library, 833 West Wells St. Milwaukee WI 53233. All undelivered items shall be returned to the Central Library dock/sorting area at the end of each day and stored in space designated for this purpose.

The CONTRACTOR will have the use of delivery bins that are the property of the SYSTEM. The SYSTEM will provide additional or replacement bins as needed.

Some preliminary sorting (presorting of Central Library items #1) of materials occurs at each individual library site excluding Wauwatosa and West Allis.

Delivery Requirements: The CONTRACTOR shall provide delivery services every Monday through Friday, 5 days per week, and 52 weeks per year, to the 15-member, 27 public library sites listed in ATTACHMENT B. The exceptions would be on the following major Holidays (11) and Other Exceptions, listed below. CONTRACTOR will receive no compensation for the 11 designated Holiday days and any Other Exceptions, as defined below...

Holidays (11) and Other Exceptions:

New Year's Eve - last normal workday before New Year's Day Holiday

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve - last normal workday before Christmas Day Holiday

Christmas

Other exceptions include days when a significant number of library buildings are unable to accept delivery, defined

as the City of Milwaukee and 9 or more additional municipalities. This could be caused by such reasons as inclement weather or furlough days. If this circumstance occurs, sorting and delivery by CONTRACTOR will not take place and CONTRACTOR will receive no compensation for that day.

Delivery Routes and Sorting: There will be three (3) routes, a North Route, a Central Route, and a South Route. The initial pickup point for each route is the dock/sorting room area of the Central Library of the Milwaukee Public Library, 833 West Wells St. Milwaukee WI 53233. Each route will be serviced once daily. Each route will be serviced by a 15-foot box truck with Gross Vehicle Weight Limit of 14,400 pounds.

Deliveries are Monday through Friday, excepting Holidays. Deliveries should not leave the dock/sorting room before 7:00 a.m. Routes are normally completed by 12:30 p.m. with drivers/sorters returning to the dock/sorting room area of the Milwaukee Public Library. All materials picked up at the libraries are unloaded at the dock/sorting room area. The drivers/sorters then sort and organize this material for the next day of service and store the items overnight. Work is normally completed by 6:00 p.m.

The drivers/sorters shall load and unload all such library materials at the locations within each library designated by the System. The delivery location at the Central Library is the System Sorting Room. Changes in the delivery schedule will be negotiated by both parties to this contract.

In the event of conveyance breakdown, the CONTRACTOR shall remain responsible for deliveries according to the established schedule. Consistent failure to meet contract delivery schedules may result in monetary penalties and/or termination of contract.

The CONTRACTOR shall protect said library materials from damage from the weather and/or loss by theft or otherwise. Should such damage and/or loss occur, the CONTRACTOR assumes full responsibility for these damages.

The CONTRACTOR shall indemnify and hold harmless the SYSTEM and SYSTEM Member Libraries from any and all claims for damage and personal injury, including death to an employee of the CONTRACTOR or other persons, or injury to property that may arise, in any manner from carrying out this contract whether by the CONTRACTOR or by any Subcontractor, or by anyone directly or indirectly employed by either the CONTRACTOR or his/her subcontractor or his/her employee.

The SYSTEM shall not be liable to any act or acts of the CONTRACTOR, nor shall the CONTRACTOR bind, or attempt to bind the SYSTEM in any manner, and nothing herein contained shall be construed as creating the relationship of employer and employee between the parties, but the CONTRACTOR shall always be deemed as an Independent Contractor.

The CONTRACTOR is limited to a vehicle height in the Central Library garage of 11'6" feet or less. CONTRACTOR must insure that when said vehicle is loaded, it is capable of entering and leaving the garage. The CONTRACTOR'S use of the loading dock is on a first come, first served basis.

The CONTRACTOR shall name the SYSTEM and SYSTEM Member Libraries as additional insured with respect to liability coverage and will give 30 days notice in advance of cancellation, non-renewal, or material change in any coverage. The CONTRACTOR shall convey to the SYSTEM a certificate of insurance evidencing such coverage.

ATTACHMENT B  
DELIVERY LOCATIONS FOR THE MILWAUKEE COUNTY FEDERATED  
LIBRARY SYSTEM (MCFLS) 2020 CONSOLIDATED SORTING AND DELIVERY  
SERVICES CONTRACT

Milwaukee Public Library Central Library:

Central Library (MPL) - 833 W. Wells St., Milwaukee WI (414-286-3000)

North Route:

East Library (MPL) - 2320 N. Murray Ave., Milwaukee WI (414-286-3058)  
Shorewood Public Library - 3920 N. Murray Ave., Shorewood WI (414-847-2670)  
Whitefish Bay Public Library - 5420 N. Marlborough Dr., Whitefish Bay WI (414-964-4380)  
North Shore Library - 6800 N. Port Washington Rd., Glendale WI (414-351-3461)  
Brown Deer Public Library - 5600 W. Bradley Rd., Brown Deer WI (414-357-0106)  
Mill Road Library (MPL) - 6431 N. 76<sup>th</sup> St., Milwaukee WI (414-286-3088)  
Capitol Library (MPL) - 3969 N. 74<sup>th</sup> St., Milwaukee WI (414-286-3006)  
Villard Square Library (MPL) - 5190 N. 35<sup>th</sup> Street., Milwaukee WI (414-286-3079)  
Atkinson Library (MPL) - 1960 W. Atkinson Ave., Milwaukee WI (414-286-3068)

South Route:

Tippecanoe Library (MPL) - 3912 S. Howell Ave., Milwaukee WI (414-286-3085)  
Saint Francis Public Library - 4230 S. Nicholson Ave., Saint Francis WI (414-481-7323)  
Cudahy Family Library - 3500 Library Dr., Cudahy WI (414-769-2244)  
South Milwaukee Public Library - 1907 10<sup>th</sup> Ave., (414-768-8197)  
Oak Creek Public Library - 8040 South 6<sup>th</sup> Street., Oak Creek WI (414-764-4400)  
Franklin Public Library - 9151 W. Loomis Rd., Franklin WI (414-425-8214)  
Hales Corners Public Library - 5885 S. 116<sup>th</sup> St., Hales Corners WI (414-529-6150)  
Greendale Public Library - 5647 Broad St., Greendale WI (414-423-2136)  
Greenfield Public Library - 5310 W. Layton Ave., Greenfield WI (414-321-9595)

Central Route:

Mitchel Street Library (MPL) - 906 W. Historic Mitchel Street., Milwaukee WI (414-286-3083)  
Bay View Library (MPL) - 2566 S. Kinnickinnic Ave., Milwaukee WI (414-286-3019)  
Zablocki Library (MPL) - 3501 W. Oklahoma Ave., Milwaukee WI (414-286-3055)  
West Allis Public Library - 7421 W. National Ave., West Allis WI (414-302-8500)  
Wauwatosa Public Library - 7635 W. North Ave., Wauwatosa WI (414-471-8484)  
Washington Park Library (MPL) - 2121 N. Sherman Blvd., Milwaukee WI (414-286-3066)  
Center Street Library (MPL) - 2727 W. Fond du Lac Ave., Milwaukee WI (414-286-3090)  
Martin Luther King Library (MPL) - 310 W. Locust St., Milwaukee WI (414-286-3098)

Note: It is possible that during the term of the contract a municipality (ies) could move locations of library buildings by closing existing buildings and/or opening new library buildings. Routes may be adjusted (amended) as circumstances dictate through mutual agreement between SYSTEM and CONTRACTOR, but monetary terms of the contract will remain the same.

**MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM  
and  
BRIDGES LIBRARY SYSTEM**

**Continuing Education Agreement  
-2020-**

- WHEREAS,** the quality of life afforded to the citizens of Milwaukee County is enhanced by access to the information and other library resources of its libraries; and,
- WHEREAS,** this access is enhanced by the availability of well-trained library staff; and,
- WHEREAS,** the Milwaukee County Federated Library System, hereinafter referred to as MCFLS, is required by Wisconsin State Statutes to provide continuing education for the staff of its member libraries; and
- WHEREAS,** the Bridges Library System, hereinafter referred to as BRIDGES, and MCFLS share the goal of improving public access to information and other library resources; and,
- WHEREAS,** BRIDGES has the expertise and staff resources available for the design and administration of continuing education programs for library personnel; and,
- WHEREAS,** both MCFLS and BRIDGES recognize that it is mutually beneficial to cooperate in the development of continuing education programs; therefore,

**BE IT RESOLVED THAT,** MCFLS and BRIDGES set forth the following commitments:  
MCFLS AGREES:

1. To provide payment to BRIDGES in the amount of six thousand four hundred thirty four (\$6,474) for the provision of the continuing education services described below.
2. To provide direction and support through the MCFLS Director in regards to topics for four continuing education programs.
3. To work with BRIDGES to assure that appropriate facilities are available for the aforementioned programs.
4. To provide coordination with BRIDGES through the MCFLS Director and/or his or her designee.

**BRIDGES AGREES:**

1. To work with the MCFLS Director and/or his or her designee to clarify topics selected collaboratively by MCFLS and BRIDGES and design four (4) continuing education programs to be presented during the calendar year of January 1 - December 31, 2020 that are based on these topics. At least one of the programs will be hosted at a location within Milwaukee County.
2. To provide admission to workshops or other continuing education events without charge to any number of MCFLS and BRIDGES staff or trustees, and/or MCFLS member library staff or trustees, and to representatives from any public library in any other Wisconsin library system.
3. To allow free participation by staff from its non-public library members and any other non-members, provided that such participation does not limit attendance by the staff and/or trustees of MCFLS and BRIDGES member libraries.
4. To undertake the preparation of training outlines, selection and negotiation for necessary speakers and audiovisual materials, design and reproduction of workshop supportive materials, program announcements, and the provision of any other materials, supplies, personnel or special equipment required for the workshops.
5. To assume all costs for necessary honoraria, supplies, printing, rental of equipment or other expenses of a miscellaneous nature, using the MCFLS payment of \$6,474 to cover these expenses.
6. To provide administrative and clerical services for registration and on-site support during the continuing education workshops on the dates mutually agreed upon by MCFLS and BRIDGES.

**BOTH MCFLS and BRIDGES AGREE:**

1. To undertake every reasonable measure to ensure the satisfactory completion of the continuing education provisions of this agreement, including the review of the evaluations of the workshops to insure successive programs are further improved for the benefit of the participants.
2. To review this agreement annually and either extend it or terminate it, by mutual consent. In the event that either party does not wish to extend or amend the agreement, it shall terminate effective with the end of the calendar year to which the agreement applies.

THESE PROVISIONS BEING HEREBY INDIVIDUALLY AND MUTUALLY ACCEPTABLE TO MCFLS AND BRIDGES, THEIR AUTHORIZED REPRESENTATIVES DO HEREBY APPROVE THIS AGREEMENT EFFECTIVE JANUARY 1, 2020.

FOR THE MILWAUKEE COUNTY  
FEDERATED LIBRARY SYSTEM

FOR THE BRIDGES  
LIBRARY SYSTEM

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**709 North Eighth Street  
Milwaukee, WI 53233**

**PH: 414-286-8149**

**FAX: 414-286-3209**

October 4<sup>th</sup>, 2019

Linda Lubotsky, Board President  
and the Trustees of the Greenfield Public Library Board  
Greenfield Public Library  
5310 West Layton Ave  
Greenfield, WI 53220

Dear Ms. Lubotsky,

Thank you for your letter dated September 27<sup>th</sup>, 2019 regarding the adjustments to the current MCFLS agreements. The MCFLS Board of Trustees and I are appreciative of the fact that the Greenfield Public Library Board took the time to review and reflect on those changes and consider the impact on both the system and member libraries.

At its meeting on September 30<sup>th</sup>, the entire MCFLS Board was able to hear the concerns voiced within the letter by Director O'Brien. I wanted to pass along our thanks to her for taking the time in addressing our Board with these concerns. Ultimately, the MCFLS Board passed all three agreements as presented, but not before thoroughly discussing and considering your concerns.

As you stated in your letter, the system engaged our member libraries in a lengthy strategic planning process that concluded this past spring. The three strategic planning initiatives that require additional funding were the direct result of that process and reflect the will and evolving needs of our member libraries. We recognize that these changes will impact the libraries, but we hope you will see that the advantages of these increased services will be worth the cost and benefit all member libraries within the system.

Thank you once again for your letter. Please let us know if you have any additional concerns.

Sincerely,

A handwritten signature in black ink, reading 'Paul M. Ziehler'. The signature is written in a cursive, flowing style.

Paul M. Ziehler, President  
on behalf of the MCFLS Board of Trustees

## Marketing and Advocacy Committee Guidelines

### A. Mission Statement.

Provide public awareness, voice and visibility for the Milwaukee County Federated Library system, its member libraries, and shared services and resources to broadly communicate the value and opportunities public libraries provide to our communities.

### B. Purpose and Scope.

The Marketing and Advocacy Committee (MAC) shall oversee all marketing and advocacy activities on behalf of the Milwaukee County Federated Library System (MCFLS). These activities include, but are not limited to, data collection, planning, asset development, evaluation and training. In addition, the MAC will assist in providing direction to any consultants or contract workers hired by MCFLS for the express purpose of fulfilling these activities. The work of the MAC will be informed by the MCFLS strategic plan, member libraries' needs, and topics and trends related to public library service more generally.

### C. Representation.

The MAC shall be comprised of the following members:

- a. One representative from the MCFLS Board to act as a liaison for MCFLS trustees.
- b. One representative from the Library Directors Advisory Council (LDAC). This member will serve as liaison between the MAC and LDAC committees.
- c. One representative from the resource library (Milwaukee Public Library) to provide expertise and synergy with MPL marketing and advocacy activities.
- d. MCFLS staff will be represented by the MCFLS Director, or their designee.
- e. One representative from either the Youth Services or Adult and Reference Services committees to provide feedback on MAC activities from the staff perspective.
- f. Two representatives with local marketing and sales expertise to provide guidance and connections to resources within the Milwaukee area.

### D. Relationship of the MAC to the MCFLS Board.

The MAC will report directly to the MCFLS Director and advise the MCFLS Board on marketing and advocacy activities. An annual report of the previous year's activities will be presented to the MCFLS Board each year.

### E. Meetings.

Meetings will be held initially on an ad hoc, flexible schedule or until a more regular schedule is agreed upon by members in coordination with the MCFLS Board. A system staff member shall record minutes.

F. Officers, Duties and Appointments.

Officers

An appointed Chair shall preside over all meetings of the MAC. They will develop and prepare agendas in consultation with the MCFLS Director. The Chair will also make reports and recommendations to the MCFLS Board upon request. The Chair will make one annual report to the MCFLS Board each year.

Appointment of Chair

Each MAC Chair will serve a term of at least one calendar year in that role. The Chair can serve multiple terms if approved by a simple majority of the committee. At the end of each year, the current Chair will solicit volunteers to act as incoming Chair for the next calendar year. The appointment of an incoming chair will be approved by a simple majority. If necessary, the current Chair will serve until a suitable replacement can be found.

G. Resources

Staff resources

The MAC will advise MCFLS staff in selecting a consultant to assist in data collection and marketing/advocacy plan development. The consultant will be hired by MCFLS. The MAC will assist the system in providing direction to this consultant.

Additionally, the system has put aside funding to hire a contract worker to assist in system marketing and advocacy activities. The MAC will assist the system in providing direction to this contract worker.

Budget resources

The system has a current annual budget line devoted to marketing and advocacy activities. The current amount allocated is \$10,000 per year. This budget line is separate from the budget line addressing staff resources.

H. Evaluation.

Members will evaluate the viability of the MAC committee after three years, on or shortly after December 31<sup>st</sup>, 2022. A report will be submitted to the MCFLS Board with a recommendation to either continue activities or sunset the MAC committee on a specific date.



**709 North Eighth Street  
Milwaukee, WI 53233**

**PH: 414-286-8149**

**FAX: 414-286-3209**

October 21<sup>st</sup>, 2019

October 2019 Director's Report

Summary of activities

1. Submitted 2020 MCFLS System Plan and Annual Report Compliance Plan to the DPI. I received word back that these were received and will be reviewed.
2. Sent off the 2020-2024 agreements to the directors on October 1<sup>st</sup>.
3. Worked with workforce development staff on training dates for our libraries for the LAWDS grant training that will be taking place later this fall. Ted Anderson, Heather Nilsen and Julie Cayo met with the LDAC on October 3<sup>rd</sup> to meet them and talk about what the training would cover.
4. Jen and I spoke with representatives from Communico on the new app that will debut on or around October 25<sup>th</sup>.

Upcoming Activities

1. Continue process of forming the Marketing and Advocacy subcommittee.
2. Complete the 2020-2024 technology plan due by year's end.
3. Complete work on fleshing out the timeline for the 2020-2024 strategic plan, focusing on near term goals in 2020.