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NOTICE

Milwaukee County Federated Library System Board of Trustees

Monday, October 11th, 2021

3:30 P.M.

This meeting will be held:

Online at
Meeting URL: CLICK HERE
Meeting ID: 829 3590 2499
Meeting Passcode: 55cVRUmr

Telephone Passcode: 02252072

AGENDA

- 1. Call to order
- 2. Adoption of agenda

Action

- 3. Approval of minutes: the MCFLS Board of Trustees meeting on September 20th, 2021

 Action Attachment A
- 4. Public comment
- 5. Library Directors Advisory Council--Report of the October 7th, 2021 Meeting [Verbal report will be given 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 2021
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Action <u>Attachment B</u>

7. Renewal for Audit Services through BakerTilly

Action <u>Attachment C</u>

8. 2022 Delivery Contract

Action Attachment D

9. 2022 Continuing Education Agreement

Action <u>Attachment E</u>

10. 2022 MCFLS Budget

Action

Attachment F

11. West Milwaukee amendment for electronic resource use

Action

Attachment G

12. 2022 MCFLS System Plan

Action

Attachment H

Administrative Informational Items

13. ARPA funding grant information

Attachment I

14. Update on North Shore Library proposed site in Bayside and status of a revised joint library agreement

15. Director's Report

Attachment J

Next meeting date: November 29th at 3:30 pm via Zoom online meeting software

Milwaukee County Federated Library System Board of Trustees Regular Monthly Meeting held Monday, September 20, 2021 Zoom Meeting Software

ROLL CALL

Present: Paul Ziehler, President

Steve Shea, Vice President Nik Kovac, Treasurer Guy Johnson, Trustee Howard Snyder, Trustee

Excused: Elizabeth Suelzer, Trustee

Staff: Steve Heser, Director

Judy Kaniasty, Business Manager

Jen Schmidt, Library Systems Administrator

Others: Jill Lininger, LDAC Chair and Oak Creek 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 3:37 p.m.

ADOPTION OF AGENDA. President Ziehler referred to the agenda. Trustee Snyder moved and Vice President Shea seconded a motion to approve the agenda as distributed. Unanimously approved.

APPROVAL OF MINUTES. President Ziehler referred to the minutes of the Monday, August 16, 2021 meeting which are shown as Attachment A of the agenda packet. Being no corrections noted, Trustee Johnson moved and Trustee Snyder seconded a motion to approve the minutes as presented. Unanimously approved.

PUBLIC COMMENT. None.

[Treasurer Kovac arrived at 3:44 p.m.]

LIBRARY DIRECTORS ADVISORY COUNCIL. President Ziehler referred to the LDAC report of the September 2, 2021 meeting which is shown as Attachment B of the agenda packet. LDAC Chair Lininger reviewed her report and responded to questions from the Board. Vice President Shea moved and Trustee Snyder seconded a motion to Accept the Report and Place it on File. Unanimously approved.

BOARD OF TRUSTEES - ADMINISTRATIVE REPORTS REQUIRING ACTION

<u>Financial Report – August 2021</u>. President Ziehler referred to the August 2021 financial report which is shown as Attachment C of the agenda packet. Director Heser noted that he expects the MCFLS Buying

Pool line will be spent on Hoopla yet this year. Trustee Johnson moved and Treasurer Shea seconded a motion to approve the August 2021 financial report as presented. Unanimously approved.

ADMINISTRATIVE INFORMATIONAL ITEMS

<u>Further Feedback and Proposals for 2022 MCFLS Expenditures</u>. Director Heser reviewed the information contained in Attachment D of the agenda packet which was requested by the LDAC at their meeting earlier in the month—breakdown of those that responded, Library System staffing levels, funding proposals and then the last page represents the survey results submitted by the member library directors with any additional suggestions to be considered. Discussion ensued regarding the fact that it is hard to compare Systems since each one provides different services and some libraries bill back for many services which MCFLS does not. Director Heser recommends the MCFLS Board approve Proposal #1 with the amendment to pay for a few items currently paid for by the members: Shoutbomb, TNS, MkeMixer Boxes and CountyCat Mobile which will save the members a considerable amount of money. President Ziehler stated he appreciated seeing financial relief given to member library pass-throughs as part of the proposal.

Proposed Amendment to West Milwaukee Agreement to Allow Residents Access to Electronic Resources. Director Heser referred to Attachment E of the agenda packet which contains the Amendment to the West Milwaukee Agreement to allow their residents access to electronic resources: OverDrive, Hoopla and Gale Courses like the other communities within Milwaukee County. Director Heser noted he desired to have legal counsel review the amendment prior to having it signed and President Ziehler commented that was wise but to confirm a cost before turning it over to them. The next step would be for the LDAC to review and then back to the MCFLS Board for approval.

Combined Vendor and MCFLS Report of Events Related to Network Outage Occurring August 14. President Ziehler referred to Attachment F of the agenda packet and Director Heser reviewed the findings as reported noting that the matter could have been resolved quicker and thus resulting in less member library impact; DPI is not happy either. Director Heser questioned whether he should draft a letter to AT&T for the record and the feeling of the Board was to be careful with the tone of the letter since future dealings could be impacted.

Letter from Oak Creek Library Board Regarding Expanded Use of Fee Cards. Director Heser referred to Attachment G of the agenda packet which contains two letters – one from Cheryl Dinauer, a Caledonia resident and the second from the Oak Creek Public Library Board requesting that consideration be given to allowing fee card holders access to all MCFLS member library materials. Director Heser shared that the current policy is for non-residents that purchase fee cards to use only the materials from the member library in which they purchase the fee card from. Director Heser added that the LDAC had actually discussed this exact topic not too long ago suggesting that a System-wide non-resident fee card be created and that matter did not generate much interest or discussion since it is felt that service to non-residents does not trump Milwaukee County resident use of materials. The MCFLS Board's feeling is that since the LDAC did not support expansion of the non-resident fee card that it is not a priority of the MCFLS Board and that non-residents should approach their own local communities to fund/build additional libraries in which to get their library services from. It was noted that if all MCFLS member library board's were in support of this idea that the MCFLS Board would entertain discussing this topic in the future.

Standing Agenda Item on MCFLS Board Meetings.

a. <u>Move October Meeting to Monday, October 11</u>. President Ziehler questioned whether there was any objection to moving the next MCFLS Board meeting from October 18 to the 11? If that works, then the System Plan can be approved at that meeting instead of seeking approval prior to that meeting date since it is due October 15. There were no objections and the meeting date was changed.

[Treasurer Shea left at 4:30 p.m.]

<u>Director's Report</u>. Director Heser reviewed his report which is shown as Attachment H of the agenda packet and responded to Board questions.

NEXT MEETING. The next meeting is scheduled for Monday, October 11 beginning at 3:30 p.m. via Zoon online meeting software. It was discussed and decided that the MCFLS Board monthly meetings will be held via Zoom exclusively until COVID settles down.

ADJOURNMENT. With no further business to be addressed, Trustee Snyder moved and Trustee Johnson seconded a motion to adjourn the meeting at 4:40 p.m. Unanimously approved.

M.C.F.L.S. Financial Report For the Nine Months Ending September 30, 2021

1	T	Ι Λ	nnual Budget		Year to Date	%		Balance	%
2			illiuai Buuget		Teal to Date			Dalance	
3	General Revenues								
4	State Aid Revenue	\$	2,855,319	\$	2,855,319	(100.00)	\$	-	0.00
5	Milwaukee County Allocation	\$	66,500	\$	66,500	(100.00)	\$	-	0.00
6	West Milwaukee Contract -Other	\$	60,152	\$	60,152	(100.00)	\$	-	0.00
7	Interest on Invested Funds	\$	5,000	\$	427	(8.54)	\$	4,573	(91.46)
8	Member Forms/Supplies Rev (62)	\$	20,600	\$	13,192	(64.04)	\$	7,408	(35.96)
9	Member Postage Revenue (61)	\$	23,800	\$	6,088	(25.58)	\$	17,712	(74.42)
10	Member OCLC Revenue (73)	\$	125,036	\$	125,036	(100.00)	\$	-	0.00
11	Member Telecomm. Revenue (71)	\$	16,900	\$	16,900	(100.00)	\$	-	0.00
12	Member III Softwre Maint-Basi	\$	181,188	\$	181,188	(100.00)	\$	-	0.00
13	Member III Softwre Maint-Other	\$	48,910	\$	48,910	(100.00)	\$	-	0.00
14	Member Tech. AssistTime Rev.	\$	15,000	\$	10,049	(66.99)	\$	4,951	(33.01)
15	Member Special Projects Rev (77)	\$	75,000	\$	73,074	(97.43)	\$	1,926	(2.57)
16	Member Catalog Contract Rev (84)	\$	187,547	\$	187,547	(100.00)	\$	-	0.00
17	Member Database Revenue (57)	\$	81,010	\$	81,040	(100.04)	\$	(30)	0.04
18	Member Catalog Enhance Rev (59)	\$	29,648	\$	29,648	(100.00)	\$	-	0.00
19	Member Ecom Transaction (45)	\$	8,600	\$	4,542	(52.81)	\$	4,058	(47.19)
20	TNS Calls/Notices Revenue (46)	\$	1,224	\$	907	(74.10)	\$	317	(25.90)
21	Carryover Revenue	\$	59,805	\$	59,805	(100.00)	\$	-	0.00
22	Staff Benefits/Co-Pay Revenue	\$	36,457	\$	26,211	(71.90)	\$	10,246	(28.10)
23	LSTA Technology Grant Rev (88)	\$	4,737	\$	-	0.00	\$	4,737	(100.00)
24	Member Digital Content Rev (89)	\$	247,712	\$	247,713	(100.00)	\$	(1)	0.00
25	Member PC Mngmt License Rev (92)	\$	2,545	\$	2,003	(78.70)	\$	542	(21.30)
26	Member MKE Mixers Rev (93)	\$	1,350	\$	1,350	(100.00)	\$	-	0.00
27	Member Replacement Fines Rev (94)	\$	7,000	\$	2,905	(41.50)	\$	4,095	(58.50)
28	Member Overdrive Advantage Rev (95)	\$	405,000	\$	405,001	(100.00)	\$	(1)	0.00
29	Total General Revenues	\$	4,566,040	\$	4,505,507	(98.67)	\$	60,533	(1.33)
30									
31	Special Revenues								
32	Milw Co Advantage Rev (103)	\$	50,000	\$	50,000	(100.00)	\$	-	0.00
33	W. Milw Borrowing Rev (104)	\$	31,467	\$	31,467	(100.00)	\$	-	0.00
34	Ecommerce Revenue (106)	\$	175,000	\$	106,450	(60.83)	\$	68,550	(39.17)
35	Total Special Revenues	\$	256,467	\$	187,917	(73.27)	\$	68,550	(26.73)
36									
37	Total Revenues	\$	4,822,507	\$	4,693,424	(97.32)	\$	129,083	(2.68)
38									
39		<u>A</u>	nnual Budget		Year to Date	<u>%</u>		Balance	<u>%</u>
40									
41	General Expenditures			_			_		
42	Fringe Benefits Expense	\$	185,449	\$	137,334	74.05	\$	48,115	25.95
43	Salaries Expense	\$	347,574	\$	262,435	75.50		85,139	24.50
44	Telephone Renewal Expense	\$	608	\$	463	76.15		145	23.85
45	Member Ecom Transaction Ex (19)	\$	8,600	\$	4,190	48.72	\$	4,410	51.28
46	TNS Calls/Notices Expense (20)	\$	1,224	\$	925	75.57	\$	299	24.43
47	Conference/Training Expense	\$	5,000	\$	533	10.66	\$	4,467	89.34
48	Memberships Expense	\$	8,000	\$	6,213	77.66	\$	1,787	22.34
49	Continuing Education Expense	\$	9,000	\$	6,383	70.92	\$	2,617	29.08
50	Office Supplies Expense	\$	1,500	\$	1,000	66.67	\$	500	33.33
51	Copy Machine Maint. Expense	\$	2,000	\$	524	26.20		1,476	73.80
52	MCFLS Printing Expense	\$	500	\$	311	62.20		189	37.80
53	MCFLS Printing for Mem Expense	\$	5,000	\$	819	16.38	\$	4,181	83.62
54	MCFLS WI Pub Lib Consortium Ex	\$	5,855	\$	5,855	100.00		105,000	0.00
55	MCFLS Buying Pool	\$	140,000	\$	35,000	25.00		105,000	75.00
56	MCFLS Database Expense	\$	21,883	\$	21,883	100.00		-	0.00
57	Member Database Expense (17)	\$	81,010	\$	81,010	100.00	\$	-	0.00

M.C.F.L.S. Financial Report For the Nine Months Ending September 30, 2021

58	MCFLS Catalog Enhancement Expe	\$ 87,612	\$	81,207	92.69	\$ 6,405	7.31
59	Member Catalog Enhance Exp (18)	\$ 29,648	\$	29,648	100.00	\$ -	0.00
60	MCFLS Postage Expense	\$ 600	\$	268	44.67	\$ 332	55.33
61	Member Postage Expense (9)	\$ 20,600	\$	8,080	39.22	\$ 12,520	60.78
62	Member Forms/Supplies Exp (8)	\$ 23,800	\$	17,053	71.65	\$ 6,747	28.35
63	Telephone Expense	\$ 6,000	\$	3,214	53.57	\$ 2,786	46.43
64	Meetings Expense	\$ 1,000	\$	72	7.20	\$ 928	92.80
65	Insurance Expense	\$ 11,700	\$	10,744	91.83	\$ 956	8.17
66	Legal Expense	\$ 2,000	\$	-	0.00	\$ 2,000	100.00
67	Audit Expense	\$ 13,000	\$	10,196	78.43	\$ 2,804	21.57
68	Payroll Service Expense	\$ 5,400	\$	3,024	56.00	\$ 2,376	44.00
69	III Software Support Expense	\$ 226,835	\$	226,835	100.00	\$ -	0.00
70	III TNS Subscr Exp	\$ 12,224	\$	12,224	100.00	\$ -	0.00
71	Member Telecomm. Expense (11)	\$ 16,800	\$	8,500	50.60	\$ 8,300	49.40
72	MCFLS Telecomm. Maint. Expense	\$ 15,000	\$	4,022	26.81	\$ 10,978	73.19
73	OCLC Expense (10)	\$ 133,944	\$	133,944	100.00	\$ -	0.00
74	MCFLS Computer Room Equipment	\$ 10,000	\$	1,160	11.60	\$ 8,840	88.40
75	MCFLS Software Expense	\$ 6,500	\$	3,780	58.15	\$ 2,720	41.85
76	MCFLS Equipment Expense	\$ 36,000	\$	8,591	23.86	\$ 27,409	76.14
77	Member Special Projects Exp (15)	\$ 75,000	\$	63,218	84.29	\$ 11,782	15.71
78	Sorting and Delivery Expense	\$ 291,700	\$	188,808	64.73	\$ 102,892	35.27
79	South Central Delivery Expense	\$ 10,928	\$	10,928	100.00	\$ -	0.00
80	MPL Resource Contract Expense	\$ 178,457	\$	133,843	75.00	\$ 44,614	25.00
81	MPL Rent Lease Contract Exp.	\$ 129,815	\$	97,361	75.00	\$ 32,454	25.00
82	ILS Expense	\$ 36,450	\$	27,338	75.00	\$ 9,112	25.00
83	MCFLS Catalog Cont Exp to MPL	\$ 256,979	\$	192,734	75.00	\$ 64,245	25.00
84	Member Catalog Contract Exp (16)	\$ 187,546	\$	140,660	75.00	\$ 46,886	25.00
85	MCFLS Collection Dev Tool Exp	\$ 25,935	\$	25,935	100.00	\$ -	0.00
86	Internet Expense	\$ 21,635	\$	14,765	68.25	\$ 6,870	31.75
87	Contingency Expense	\$ 73,148	\$	4,226	5.78	\$ 68,922	94.22
88	LSTA Technology Grant Exp (23)	\$ 4,737	\$	6,207	131.03	\$ (1,470)	(31.03)
89	Member Digital Content Exp (24)	\$ 247,712	\$	247,553	99.94	\$ 159	0.06
90	Marketing	\$ 20,000	\$	1,925	9.63	\$ 18,075	90.38
91	Cooperative Purchasing Sub Exp	\$ 2,388	\$	-	0.00	\$ 2,388	100.00
92	Member PC Mngmt License Ex (25)	\$ 1,876	\$	1,876	100.00	\$ -	0.00
93	Member MKE Mixer Exp (26)	\$ 1,400	\$	979	69.93	\$ 421	30.07
94	Member Replacement Fines Exp (27)	\$ 7,000	\$	2,905	41.50	\$ 4,095	58.50
95	Member OverDrive Advantage Exp (28)	\$ 405,000	\$	390,000	96.30	\$ 15,000	3.70
96	MCFLS OverDrive Adv Exp	\$ 15,000	\$	-	0.00	\$ 15,000	100.00
97	MCFLS Tech Support Exp	\$ 25,000	\$	23,963	95.85	\$ 1,037	4.15
98	Youth Services Exp	\$ 5,000	\$	-	0.00	\$ 5,000	100.00
99	Inclusive Services Exp	\$ 5,000	\$	-	0.00	\$ 5,000	100.00
100	Total General Expenditures	\$ 3,509,572	\$	2,702,664	77.01	\$ 806,908	22.99
101							
102	Special Expenditures						
103	Milw Co Advantage Exp (32)	\$ 50,000	\$	50,000	100.00	\$ -	0.00
	W. Milw Borrowing Exp (33)	\$ 31,467	\$	31,467	100.00	-	0.00
105	RB - MCFLS Payment Expense	\$ 1,056,468	\$	1,056,467	100.00	\$ 1	0.00
106	Ecommerce Expense (34)	\$ 175,000	\$	106,450	60.83	\$ 68,550	39.17
107	Total Special Expenditures	\$ 1,312,935	\$	1,244,384	94.78	\$ 68,551	5.22
108		•				•	
109	Total Expenditures	\$ 4,822,507	\$	3,947,048	81.85	\$ 875,459	18.15
110							
111	Revenue/Expenditures +/-						
F			\$	746,376			
	i .		-		1		



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September 28, 2021

Mr. Steve Heser Milwaukee County Federated Library System 709 North 8th Street Milwaukee, Wisconsin 53233

Dear Mr. Heser:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Milwaukee County Federated Library System (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the Milwaukee County Federated Library System as of and for the years ended December 31, 2021, 2022, 2023 and 2024, and the related notes to the financial statements. Upon completion of our audit, we will provide the Milwaukee County Federated Library System with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of the Milwaukee County Federated Library System, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Milwaukee County Federated Library System's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Milwaukee County Federated Library System's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB related schedules
- > Pension related schedules

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Mr. Steve Heser Milwaukee County Federated Library System

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Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

> Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

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Mr. Steve Heser Milwaukee County Federated Library System

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As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- > Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Milwaukee County Federated Library System and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and thosecharged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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Mr. Steve Heser Milwaukee County Federated Library System

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Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the Milwaukee County Federated Library System.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Milwaukee County Federated Library System's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the *State Single Audit Guidelines*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

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Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with cash basis of accounting. Management is also responsible for identifying and ensuring that the Milwaukee County Federated Library System complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Management acknowledges that your internal auditors will provide with direct assistance on the financial statement audit. In connection with that provision of direct assistance, you agree to allow the internal auditors to follow our instructions and to not intervene in the work the internal auditors perform for us.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the Milwaukee County Federated Library System; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that Government Auditing Standards refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Proposal of adjusting journal entries

None of these nonattest services constitute an audit under generally accepted auditing standards including Government Auditing Standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

> Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you. MCFLS Board - October 2021 Page 13 of 61

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- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Milwaukee County Federated Library System must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We will provide copies of our reports to the Milwaukee County Federated Library System, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and confidential information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Milwaukee County Federated Library System's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Milwaukee County Federated Library System hereby authorizes us to do so.

Baker Tilly and the Milwaukee County Federated Library System acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the Milwaukee County Federated Library System acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the Milwaukee County Federated Library System agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the Milwaukee County Federated Library System also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the Milwaukee County Federated Library System's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Milwaukee County Federated Library System's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Milwaukee County Federated Library System is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

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	F	Financial			
	St	atement			
Year		Audit			
2021	\$	12,500			
2022	\$	12,600			
2023	\$	12,700			
2024	\$	12,800			

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge of 5%. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Milwaukee County Federated Library System agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

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Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Milwaukee County Federated Library System, unless otherwise prohibited. In the event we are requested by the Milwaukee County Federated Library System or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Milwaukee County Federated Library System, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Milwaukee County Federated Library System, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter, except GASB 87, Leases.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Milwaukee County Federated Library System with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

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If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

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Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Milwaukee County Federated Library System will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Milwaukee County Federated Library System violates this nonsolicitation clause, the Milwaukee County Federated Library System agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Date

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This Engagement Letter constitutes the entire agreement between the Milwaukee County Federated Library System and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Milwaukee County Federated Library System's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title



Report on the Firm's System of Quality Control

September 26, 2018

To the Partners of Baker Tilly Virchow Krause, LLP and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly Virchow Krause, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Baker Tilly Virchow Krause, LLP has received a peer review rating of pass.



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 1, 2022, to December 31, 2022

Amount of Contract: \$1,119.00 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 2022 Consolidated Sorting and Delivery Services.

This CONTRACT, effective as of January 1, 2022, to December 31, 2022, 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") 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:

- 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. CONTRACTOR agrees to provide delivery services for the inter-library loan program of the SYSTEM which will include all necessary labor, two delivery vehicles and related expenses. A specific delivery person will be assigned solely to this contract for each of the two vehicles, along with two individuals who will be sorting in the sorting area located in the Milwaukee Public Library at 833 West Wells Street in Milwaukee, WI. Service times are estimated to be from 5:30 a.m. to 6:00 p.m.

B. 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/department-motor-vehicles.php). In order to do so, CONTRACTOR must obtain certain information for each of the CONTRACTOR'S employees/independent contractors 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 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.

C. 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 between 5:30 AM and 6:00 AM daily. Both drivers will have access badges to enter the 12 MPL locations between 6 AM and 6 PM. All items picked up, other than bins presorted for Central Library (1) will be sorted in the sorting area at the Milwaukee Public Library in downtown Milwaukee. All library locations presort the Centrals (1) into separate bins for Central except West Allis and Wauwatosa.

D. 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:

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

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

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 because of the CONTRACTOR

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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 all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or 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 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 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 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.

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 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 ATT D - MCFLS 2022 Delivery Contract

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.

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.

FEDERATED LIBRARY SYSTEM	CONTRACTOR
By Paul M. Ziehler, President	Action Logistics, LLC
Date	Ву
By Steve Heser, Director	Title
Date	Date

ATTACHMENT A

SPECIFICATIONS, GENERAL TERMS AND CONDITIONS FOR THE MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM (MCFLS) 2022 CONSOLIDATED SORTING AND DELIVERY SERVICES.

<u>Pricing and Contract Term</u>: This contract will be effective for a one-year period and pricing will be firm with the CONTRACTOR ready to assume operation of the delivery service on January 1, 2022.

<u>Fixed Daily Rate</u>: Flat fixed daily rate of \$1,119.00 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. Since Fuel has been above \$2.50 per gallon throughout 2021 the base rate will be \$1,119.00 when gas prices are at or under \$2.50 per gallon.

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
2.50 and under	1,119.00
2.51 to 2.60	1,120.50
2.61 to 2.70	1,122.00
2.71 to 2.80	1,123.50
2.81 to 2.90	1,125.00
2.91 to 3.00	1,126.50
3.01 to 3.10	1,128.00
3.11 to 3.20	1,129.50
3.21 to 3.30	1,131.00
3.31 to 3.40	1,132.50
3.41 to 3.50	1,134.00
3.51 to 3.60	1,135.50
3.61 to 3.70	1,137.00
3.71 to 3.80	1,138.50
3.81 to 3.90	1,140.00
3.91 to 4.00	1,141.50
4.01 to 4.10	1,143.00
4.11 to 4.20	1,144.50
4.21 to 4.30	1,146.00
4.31 to 4.40	1,147.50
4.41 to 4.50	1,149.00
4.51 to 4.60	1,150.50
4.61 to 4.70	1,152.00
4.71 to 4.80	1,153.50
4.81 to 4.90	1,155.00
4.91 to 5.00	1,156.50
5.01 to 5.10	1,158.00
5.11 to 5.20	1,159.50
5.21 to 5.30	1,161.00

5.31 to 5.40	1,162.50
5.41 to 5.50	1,164.00
5.51 to 5.60	1,165.50
5.61 to 5.70	1,167.00
5.71 to 5.80	1,168.50
5.81 to 5.90	1,170.00
5.91 to 6.00	1,171.50

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 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 monthly 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 (10th) 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. 8th 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.

<u>General Operational Requirements:</u> The CONTRACTOR will be responsible for the pickup 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.

<u>Delivery Requirements</u>: 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.

<u>Delivery Routes and Sorting:</u> There will be two (2) routes, a North 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 5:30 a.m. Routes are normally completed by 12:30 p.m. with drivers 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 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 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 ensure 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.

The CONTRACTOR will be allowed to leave 2 cube trucks, which service this CONTRACT, to be stored overnight at the Milwaukee Public Library's dock bay area next to the hydraulic dock lift.

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

North Route (Delivery begins at 6 AM):

Martin Luther King Library (MPL) – 310 W. Locust St., Milwaukee WI Center Street Library (MPL) – 2727 W. Fond du Lac Ave., Milwaukee WI Atkinson Library (MPL) - 1960 W. Atkinson Ave., Milwaukee WI Villard Square Library (MPL) – 5190 N. 35th Street., Milwaukee WI Capitol Library (MPL) – 3969 N. 74th St., Milwaukee WI Good Hope Library (MPL) 7715 W. Good Hope Road., Milwaukee WI Brown Deer Public Library - 4301 W. Brown Deer Road., Brown Deer WI North Shore Library – 6800 N. Port Washington Rd., Glendale WI Whitefish Bay Public Library – 5420 N. Marlborough Dr., Whitefish Bay WI Shorewood Public Library – 3920 N. Murray Ave., Shorewood WI East Library (MPL) - 2320 N. Murray Ave., Milwaukee WI DRIVER THEN RETURNS TO MPL TO DROP OFF BINS PICKED UP TO BE SORTED.

DRIVER THEN DELIVERS TO THE FOLLOWING LIBRARIES (AFTER 8:30 AM):

West Allis Public Library - 7421 W. National Ave., West Allis WI Wauwatosa Public Library – 7635 W. North Ave., Wauwatosa WI Washington Park Library (MPL) - 2121 N. Sherman Blvd., Milwaukee WI

South Route (Delivery begins at 6 AM):

Mitchell Street Library (MPL) - 906 W. Historic Mitchel Street., Milwaukee WI Bay View Library (MPL) - 2566 S. Kinnickinnic Ave., Milwaukee WI Zablocki Library (MPL) – 3501 W. Oklahoma Ave., Milwaukee WI Tippecanoe Library (MPL) – 3912 S. Howell Ave., Milwaukee WI DRIVER THEN RETURNS TO MPL TO DROP OFF BINS PICKED UP TO BE SORTED.

DRIVER THEN DELIVERS TO THE FOLLOWING LIBRARIES (AFTER 7:30 AM):

Saint Francis Public Library – 4230 S. Nicholson Ave., Saint Francis WI Cudahy Family Library – 3500 Library Dr., Cudahy WI South Milwaukee Public Library – 1907 10th Ave., South Milwaukee WI Oak Creek Public Library - 8040 South 6th Street., Oak Creek WI Franklin Public Library – 9151 W. Loomis Rd., Franklin WI Hales Corners Public Library – 5885 S. 116th St., Hales Corners WI Greendale Public Library - 5647 Broad St., Greendale WI Greenfield Public Library – 5310 W. Layton Ave., Greenfield WI

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 -2022-

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 Statues 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 three hundred eighty three (\$6,383) 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, 2022 that are based on these topics. If in-person programs are feasible and desirable, 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 \$6,383 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, 2022.

FOR THE MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM	FOR THE BRIDGES LIBRARY SYSTEM	
President	President	
Date	Date	_
Director/Secretary	Director	_
Date	Date	

October 11, 2021 To: MCFLS Trustees

From: Steve Heser, MCFLS Director Re: 2022 proposed MCFLS Budget

Summary

Based on survey results and feedback from previous meetings, I am proposing the following 2022 MCFLS Budget. I feel the budget offers a good balance in funding some additional services while offering reductions in costs for members.

Additional Services

These additional services will be a part of the proposed budget:

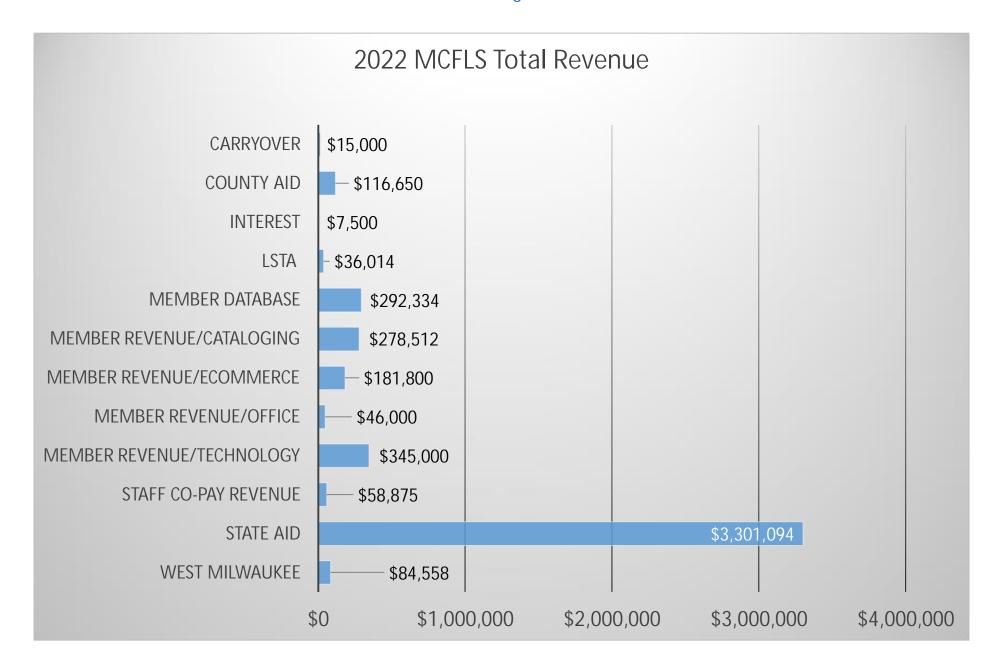
- Marketing Support
 - Additional funding to support the system marketing plan and assist member libraries in connecting with patrons.
 - Purchase of an integrated online patron registration product that includes ongoing patron engagement.
- Technology Support
 - Addition of a part-time PC support specialist to provide additional support for consultation with member libraries, research and training. Also additional helpdesk coverage, better response times.
 - o Reserve funds for ILS migration costs if a move is made off Sierra.
 - o Procure the services of a network security consultant to advise the system and member libraries on best practices related to safeguarding system and library networks.

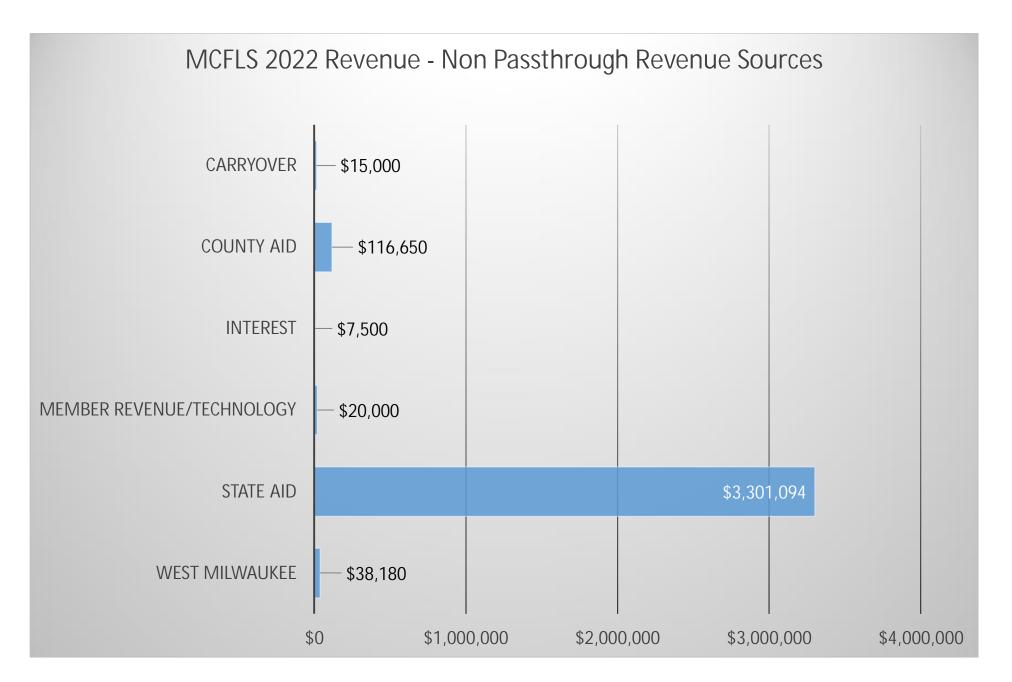
Reduction in Member Costs

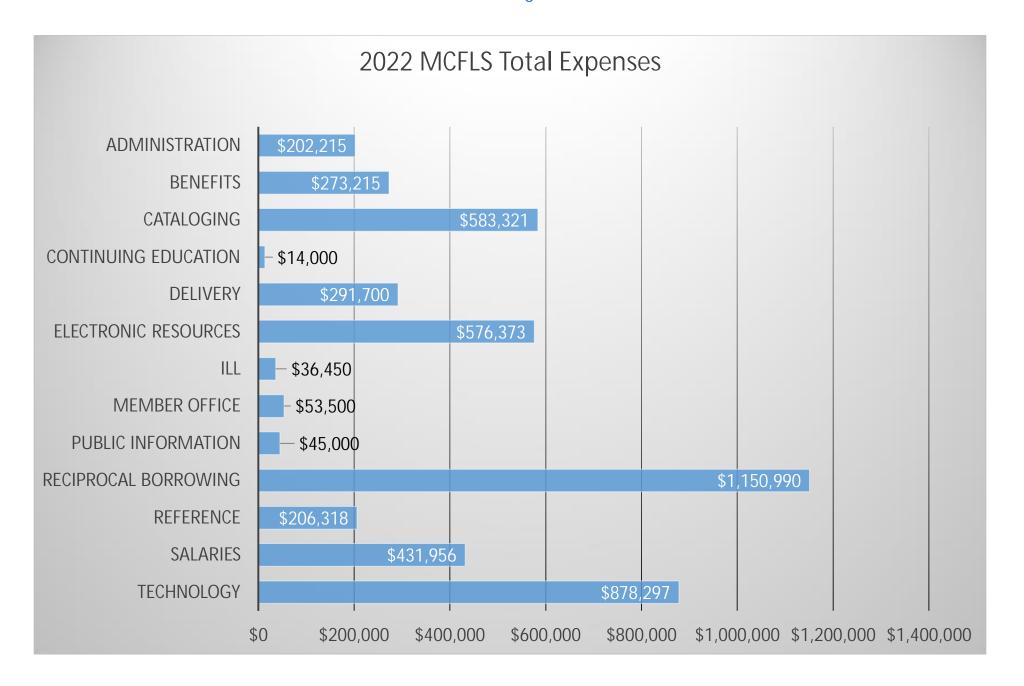
The system will reduce costs for members in these areas:

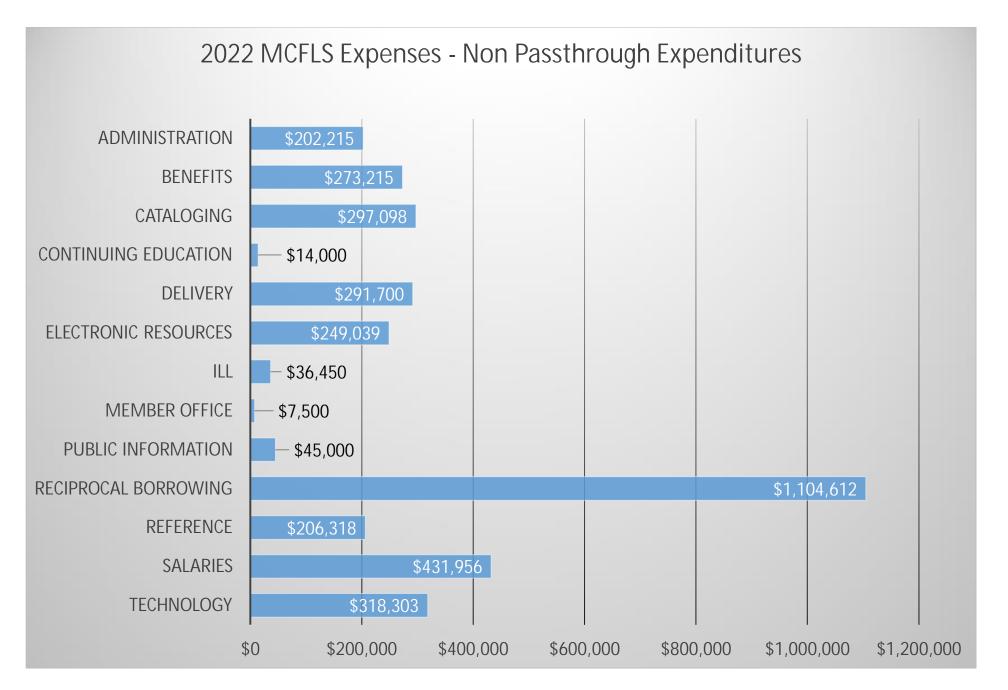
- <u>CountyCat Mobile App</u>. The system will cover the entire cost for a new mobile app, originally a \$20,000 expense for members in the 2021 budget.
- <u>Cataloging Costs</u>. Additional state aid will go towards the system portion of the cataloging contract, saving members \$36,371 as compared to 2021.
- <u>Gale Courses and Udemy</u>. MCFLS will also cover the entire cost of providing Gale Courses and Udemy for all member libraries. This represents a \$47,000 savings to members over 2021 (Gale Courses) and an additional \$28,500 covered by the system for Udemy. The total cost covered for these two products is \$75,500.
- Shoutbomb Text Notification, Itiva Telephone Notification and MKE Mixers costs. Costs associated with these services will now be covered completely by the system. Total savings estimated to be around \$12,500.

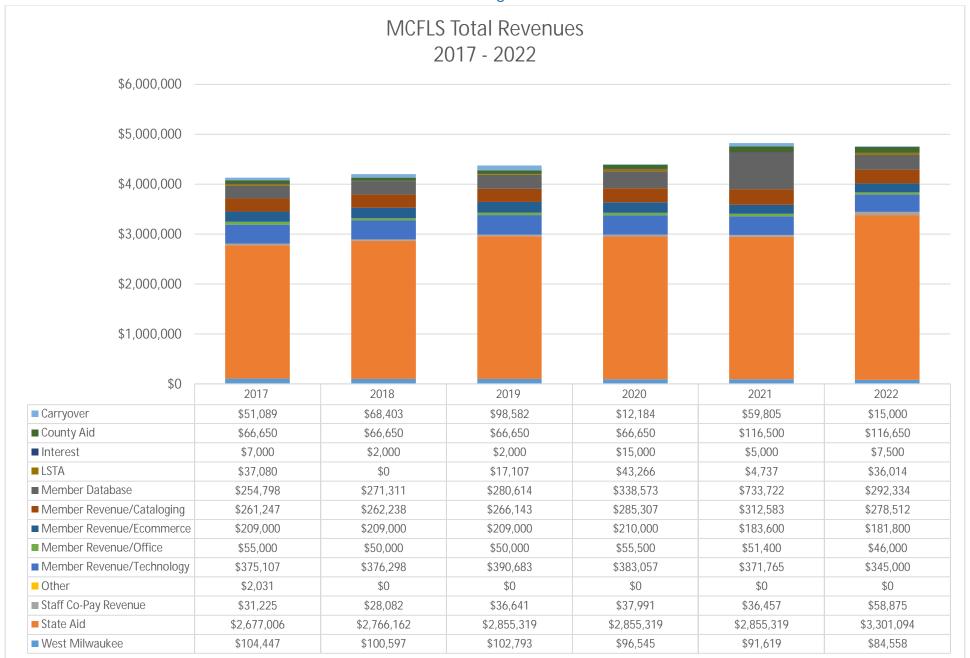
Overall, member costs are being reduced from roughly \$1,000,000 in 2021 to \$865,000 in 2022 for a total reduction of \$135,000.

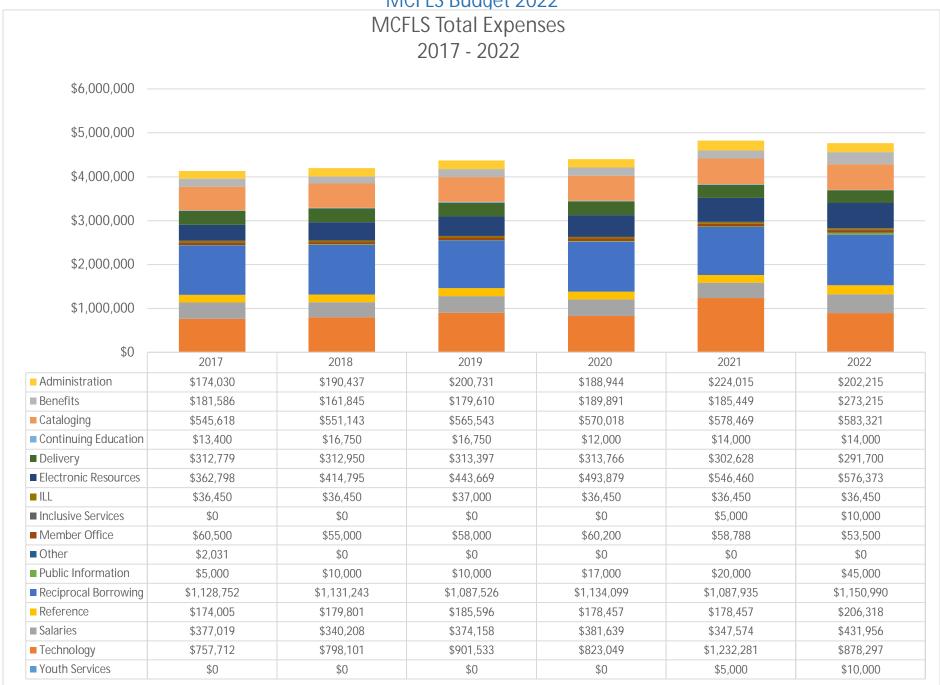












1_		2022 Proposed	IVICELS			
	1			2021 Revised		<u>2022 Draft</u>
		General Revenues				
	3	State Aid Revenue	\$	2,855,319	\$	3,301,094
	4	Milwaukee County Allocation	\$	66,500	\$	66,650
		West Milwaukee Contract -Other	\$	60,152	\$	38,180
	6	Interest on Invested Funds	\$	5,000	\$	7,500
		Member Forms/Supplies Revenue	\$	20,600	\$	18,100
		Member Postage Revenue	\$	23,800	\$	20,900
		Member OCLC Revenue	\$	125,036	\$	127,336
		Member Telecomm. Revenue	\$	16,900	\$	16,800
		Member III Softwre Maint-Basic	\$	181,188	\$	185,717
		Member III Softwre Maint-Other	\$	48,910	\$	49,938
		Member Tech. AssistTime Rev.	\$	15,000	\$	20,000
		Member Special Projects Revenu	\$	75,000	\$	70,000
		Member Cataloging Contract Rev	\$	187,547	\$	151,176
		Member Database Revenue	\$	81,010	\$	34,035
		Member Catalog Enhancement Rev	\$	29,648	\$	-
		Member Ecommerce Transaction	\$	8,600	φ \$	6,800
		TNS Calls/Notices Revenue	\$	1,224	\$	0,000
\vdash		Carryover Revenue	\$	59,805	\$	15,000
		Staff Benefits/Co-Pay Revenue	\$	36,457	\$ \$	58,875
\vdash		Member Digital Content Rev	\$	247,712	\$	
					<u> </u>	243,299
		Member PC Management License Rev	\$	2,545	\$	2,545
		LSTA Technology Grant Revenue	\$	4,737		36,014
		MemberMKE Mixers Revenue	\$	1,350	\$	7,000
		Member Replacement Fines Revenue	\$	7,000	\$	7,000
		Member OverDrive Advantage Rev	\$	405,000	\$	15,000
		<u>Total General Revenues</u>	\$	4,566,040	\$	4,491,959
	29			-		
		Special Revenues				
		Milwaukee County Advantage Revenue	\$	50,000	\$	50,000
		W. Milwaukee Borrowing Revenue	\$	31,467	\$	46,378
		Ecommerce Revenue	\$	175,000	\$	175,000
		Total Special Revenues	\$	256,467	\$	271,378
	35					
	36	<u>Total Revenues</u>	\$	4,822,507	\$	4,763,337
	37					
	38					
	39			2021 Revised		2022 Draft
	40			2021 Reviseu		<u> </u>
		General Expenditures				
		Fringe Benefits Expense	\$	185,449	\$	273,215
\vdash		Salaries Expense	\$	347,574	\$	431,956
		Telephone Renewal Expense	\$	608	\$	750
		Member Ecommerce Transaction E	\$	8,600	\$	6,800
		TNS Calls/Notices Expense	\$	1,224	\$	1,450
	_	Conference/Training Expense	\$	5,000	\$	5,000
-		Memberships Expense	\$	8,000	\$ \$	6,500
-		Continuing Education Expense	\$	9,000	\$ \$	9,000
-		Office Supplies Expense	\$	1,500	\$	1,500
		Copy Machine Maint. Expense	\$	2,000	\$ \$	2,500
		MCFLS Printing Expense	\$	500	\$ \$	500
		MCFLS Printing Expense MCFLS Printing for Mem Expense	\$	5,000	\$ \$	5,000
		MCFLS WI Pub Lib Consortium Ex	\$	5,855	\$ \$	6,586
		MCFLS WI Fuo Lib Consortuum Ex MCFLS Buying Pool	\$	140,000	\$ \$	145,000
-		MCFLS Buying Pool MCFLS Database Expense	\$	21,883	\$	97,453
		Member Database Expense	\$	81,010	\$ \$	34,035
\vdash		*	\$		\$ \$	•
L	JÖ	MCFLS Catalog Enhancement Expe	Φ	87,612	Ф	141,829

1	2022 Propose	U IVICELS	buuget		
	Member Catalog Enhancement Exp	\$	29,648	\$	-
6	MCFLS Postage Expense	\$	600	\$	600
	Member Postage Expense	\$	20,600	\$	18,100
	Member Forms/Supplies Expense	\$	23,800	\$	20,900
6	Telephone Expense	\$	6,000	\$	7,000
6	Meetings Expense	\$	1,000	\$	1,000
6	Insurance Expense	\$	11,700	\$	12,400
6	66 Legal Expense	\$	2,000	\$	500
6	Audit Expense	\$	13,000	\$	12,500
6	8 Payroll Service Expense	\$	5,400	\$	5,400
6	59 III Software Support Expense	\$	226,835	\$	235,655
7	70 III Telephone Notification Subscr Exp	\$	12,224	\$	12,224
	71 Member Telecomm. Expense	\$	16,800	\$	16,800
	72 MCFLS Telecomm. Maint. Expense	\$	15,000	\$	30,000
	73 OCLC Expense	\$	133,944	\$	135,047
	4 MCFLS Computer Room Equipment	\$	10,000	\$	10,000
	75 MCFLS Software Expense	\$	6,500	\$	7,000
	76 MCFLS Equipment Expense	\$	36,000	\$	15,000
	77 Member Special Projects Expens	\$	75,000	\$	70,000
	78 Sorting and Delivery Expense	\$	291,700	\$	291,700
	79 South Central Delivery Expense	\$	10,928	\$	
	80 MPL Resource Contract Expense	\$	178,457	\$	206,318
	B1 MPL Rent Lease Contract Exp.	\$	129,815	\$	129,815
	32 ILS Expense	\$	36,450	\$	36,450
	33 MCFLS Catalog Cont Exp to MPL	\$	256,979	\$	297,098
	34 Member Catalog Contract Exp.	\$	187,546	\$	151,176
	35 MCFLS Collection Dev Tool	\$	25,935	\$	26,972
	36 Internet Expense	\$	21,635	\$	21,635
	7 Contingency Expense	\$	73,148	\$	32,893
	88 Member Digital Content Exp	\$	247,712	\$	243,299
	Narketing	\$		\$	
	00 Cooperative Purchasing Sub Exp	\$	20,000	\$	45,000
		\$		\$	2,500
	Member PC Management License Exp		1,876		1,875
	22 LSTA Technology Grant Expense	\$	4,737	\$	36,014
	Member MKE Mixer Expense	\$	1,400	\$	1,400
	Member Replacement Fines Exp	\$	7,000	\$	7,000
	Member OverDrive Advantage Exp	\$	405,000	\$	15,000
	MCFLS OverDrive Advantage Exp	\$	15,000	\$	
	MCFLS Technical Support Exp	\$	25,000	\$	10.000
	98 Youth Services Exp	\$	5,000	\$	10,000
	Inclusive Services Exp	\$	5,000	\$	10,000
	Total General Expenditures	\$	3,509,572	\$	3,345,347
10		1			
	22 Special Expenditures	Φ.	#0.00C	Φ.	# 0.000
	Milwaukee County Advantage Expense	\$	50,000	\$	50,000
_	04 W. Milwaukee Borrowing Expense	\$	31,467	\$	46,378
	75 RB - MCFLS Payment Expense	\$	1,056,468	\$	1,056,468
	06 RB - MCFLS Reserve	\$	-	\$	48,144
	77 ILS Migration Reserve	\$	-	\$	42,000
	08 Ecommerce Expense	\$	175,000	\$	175,000
_	9 Total Special Expenditures	\$	1,312,935	\$	1,417,990
11					
_	1 Total Expenditures	\$	4,822,507	\$	4,763,337
11	2				

AMENDMENT TO AGREEMENT

THIS AMENDING AGREEMENT is dated November 1st, 2021

BETWEEN:

Milwaukee County Federated Library System

709 North 8th Street Milwaukee, WI 53233

-AND-

Village of West Milwaukee

4755 West Beloit Road West Milwaukee, WI 53214

Background

1. Milwaukee County Federated Library System (the "System") and Village of West Milwaukee (the "Municipality") entered into a contract (the "Agreement") dated 06/10/1985, for the following purpose:

Provision of public library services to the residents of the Municipality.

- 2. The System and Municipality desire to amend the Agreement on the terms and conditions set forth in this Amending Agreement (the "Amendment").
- 3. This Amendment is the first amendment to the Agreement.

IN CONSIDERATION OF the System and Municipality agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the System and Municipality agree to keep, perform, and fulfill the promises, conditions, and agreements below:

Amendments

The Agreement is amended as follows:

1. The following is hereby added to the Agreement and shall hereafter be and read as follows:

The System and Municipality agree to allow access to electronic resources available throughout Milwaukee County and facilitated by the System for Municipality residents.

Costs for this electronic access will be based on a percentage of Municipality resident usage applied to total costs for each electronic resource borne by the System and/or System member libraries. Administrative costs for providing the service will also be factored into the total costs for the Municipality.

A document created by the System and titled "Attachment A: Electronic Resources" will be shared with the Municipality to show resident usage and costs for the next year associated with each electronic resource available to Municipality residents. This document will also detail annual administrative costs associated with providing the service.

The document will be shared with the Municipality each October at the same time that costs for providing library services and circulation of physical materials is typically calculated and shared with the Municipality.

Both System and Municipality agree to work collaboratively toward resolution of any issues that arise to ensure this access for Municipality residents is uninterrupted.

In the instance of a conflict between the terms of the Amendment and the Agreement, the terms of the Amendment shall prevail.

No Other Change

Except as otherwise expressly provided in this Amendment, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

Miscellaneous Terms

Capitalized terms not otherwise defined in this Amendment will have the meanings ascribed to them in the Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Amendment. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language of this Amendment.

Governing Law

Subject to the terms of the Agreement, it is the intention of the System and Municipality that this Amendment, and all suits and special proceedings under this Amendment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the System and Municipality have duly affixed their signatures under hand and seal on this November 1st, 2021.

FOR THE MUNICIPALITY:	FOR THE SYSTEM:
President	President
Clerk	Secretary
Date	Date

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ATTACHMENT A: ELECTRONIC RESOURCES MCFLS AND WEST MILWAUKEE AGREEMENT

- Electronic Resources Covered for 2021: OverDrive, OverDrive Magazines, hoopla and Gale Courses
- All usage covers period of 10/1/19 09/30/20 unless otherwise noted
- Administrative costs include staff time in oversight, selection and maintenance associated with local and statewide collections

OverDrive Digital Media (eBooks and eAudiobooks)

1A. 2021 County OverDrive Costs: \$155,190

1B. County OverDrive Usage: 630305

1C. West Milwaukee Resident Usage: 1836

1D. % of West Milwaukee Usage: 0.29%

1E. West Milwaukee OverDrive Costs (1A x 1D): \$452

OverDrive Magazines

2A. 2021 County OverDrive Magazines Costs: \$31,609

2B. County OverDrive Magazines Usage: 108907

2C. West Milwaukee Resident Usage: N/A

2D. % of West Milwaukee Usage: 0.29%

2E. West Milwaukee OverDrive Magazine Costs (2A x 2D): \$92

hoopla Digital Media (eBooks, Comics, eAudiobooks, Music, Movies, TV)

3A. 2021 County hoopla Costs: \$240,000

3B. County hoopla Usage: 121621

3C. West Milwaukee Resident Usage: N/A

3D. % of West Milwaukee Usage: 0.29%

3E. West Milwaukee hoopla Costs (1A x 1D): \$699

Gale Courses (Job and Educational Training, Personal Interest)

4A. 2021 County Gale Courses Costs: \$63,000

4B. Suburban Gale Courses Usage (Enrollments + Logins): 13570

4C. West Milwaukee Resident Usage: N/A

4D. % of West Milwaukee Usage: 0.29%

4E. West Milwaukee Gale Courses Costs (1A x 1D): \$184

Administrative Costs

5A. Estimated hours spent on administration: 40

5B. Average hourly wage of staff involved: \$44

5C. Total Administrative Costs: \$1,760

Total West Milwaukee Costs for Electronic Resource Access

Total Costs: \$3,187

INSTRUCTIONS: Complete and submit one copy of this Word

document along with one signed, scanned copy in PDF format to the

Division for Libraries and Technology (Division) by Friday, October 15,

2021. Submit completed Word and PDF documents to:



Wisconsin Department of Public Instruction PUBLIC LIBRARY SYSTEM PLAN AND CERTIFICATION OF INTENT TO COMPLY CALENDAR YEAR 2022

LibraryReport@dpi.wi.gov

Required by Wis. Stat. §§ 43.17(5) and 43.24(3)

PI-2446 (Rev. 06-21)

GENERAL INFORMATION

Library System

Milwaukee County Federated Library System

Describe significant needs, opportunities, and challenges that influenced the development of this and other system plans.

The development of this system plan was influenced by a number of factors affecting the system and member libraries. Some are specific to our service area and others by events occurring both state and nation-wide.

Challenges

Although many of our libraries have reopened and have provided many of the same services offered before the pandemic, service to patrons and communities in Milwaukee County continues to be a tremendous challenge. Precautions are still being taken each day to provide a safe environment and staff continue to do amazing work, but there is legitimate concern that patrons will be fearful of returning or not embrace libraries as they once have. Libraries are looking for leadership from the state and system to help bring our communities back to the library.

Because of the system's small geographic area and dense population, MCFLS member libraries need to work together closely to meet the needs of residents that often don't notice or understand the differences between each library. This has affected the development of this plan and other plans, particularly the 2020-2024 MCFLS Strategic Plan.

As the DPI develops solutions to issues posed by the PLSR process, areas such as the possible revision to the state aid funding formula and system standards will pose additional challenges to the system. MCFLS will need to develop strategic responses to these possible changes and put the system and member libraries in a position to anticipate and meet those challenges.

Needs

As libraries recover from the pandemic, it's clear the system needs to assist them in bringing back patrons once services and doors have reopened. We have a distinct need for marketing services and celebrating our libraries, reminding people of the resources and community spaces that have been available to them. Although our marketing plan initially focuses on electronic resources available anytime and anywhere, we also recognize the need to bring people back through the front doors and reconnect with their libraries and staff.

The strategic plan had already identified the need for continued marketing of libraries and resources even prior to the pandemic. Yet another need is for improvement of the user experience. The system is putting significant time and resources to do an review of the ILS we currently employ and investigate the possibility of using a different product. MCFLS is also planning significant changes to the current mobile app offering and implementing a new online registration product that will also assist the system and member libraries in patron engagement. The strategic plan has also led the system to collaborate and provide for better support for youth and inclusive services through establishment of liaison roles through the resource library contract.

Opportunities

The additional system aids available beginning in 2022 give MCFLS and member libraries a tremendous opportunity to meet the challenges and needs posed to the system, particularly by the pandemic. This, in addition to the availability of federal funding opportunities led by DPI, give us some sorely needed tools to serve our members effectively. We are typically not in this position, but all key stakeholders recognize the opportunities that additional funding gives us.

Although the pandemic has created challenges, one thing that has changed for the better is our connections with the state DPI staff and systems. We anticipate leveraging this momentum into more and better collaborations across the state. This should only help MCFLS and other systems as we tackle thorny issues such as the funding formula and system standards.

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		GENERAL INFORMATION (cont'd.)	
Did the library sys	em consult member libraries in th	ne development of this plan?	
No, the librar	system did not include member	libraries in the development of this plan.	
Yes, the libra	y system included member librar	ries in the development of this plan.	
	ribe the planning environme t and review:	ent and process for this system plan. Include	how member libraries are involved in plan
invited to r	nake comment and suggest o	in advance of the October 7th Library Director changes either via email or at a weekly update the MCFLS Board with library input in Octo	e meeting between October 7th and
Does the library sy	stem have a formally appointed a	dvisory committee under Wis. Stat. § 43.17(2m)?	
No, the librar	system does not have a formally	appointed advisory committee.	
Yes, the libra	y system has a formally appointe	ed advisory committee.	
If the syste	n appoints an advisory com	mittee under Wis. Stat. § 43.17(2m), describe	how the system makes appointments, posts

If the system appoints an advisory committee under Wis. Stat. § 43.17(2m), describe how the system makes appointments, posts meetings, and how the advisory committee reports to the library system board. Include a list of any additional system planning documents with the period covered and attach any planning documents which have not previously been provided to the Division:

The system has a designated advisory committee called the Library Directors Advisory Council, or LDAC. This committee reports directly to the MCFLS Board and has been in place for many years. Each MCFLS member library is granted one appointed member on the LDAC with voting rights; Milwaukee Public, by virtue of its role as resource library, is granted an additional position on the LDAC committee.

Members of the LDAC meet regularly each month to discuss matters of importance to the system and advise the MCFLS Board and system staff on any topics that come before it. While most informational subjects are sent to the LDAC group via an email distribution list maintained by the system, matters that require discussion or action are added to the regular agenda each month. The meetings are posted to a regular distribution list that includes the LDAC members as well as the MCFLS Board of Trustees. The agenda packets (which include minutes) are added to the system website as soon as they are sent via email. Additionally, the chair of LDAC attends regular MCFLS Board meetings, submits a written report and verbally delivers that report to the Trustees.

The 2020-2024 MCFLS Strategic Plan is available at https://mcfls.libguides.com/admin/system-agreements-planning. The plan includes four major strategic directions:

Technology: Ensure member libraries are supported with a high-quality and innovative technology infrastructure and flexible training to provide the best possible online and in-library technology user experience.

Communication: Provide voice and visibility for the system, its member libraries, and county-wide services and resources to broadly communicate the value and opportunities MCFLS libraries provide to our communities.

Member Library Management and Services Support: Connect members to each other and to information to encourage collaboration, sharing, and collective learning; improve and innovate library services; and provide tools for effective operational and strategic decision-making.

Organizational Support and Structure: Strengthen the core foundations for the delivery of system services to ensure MCFLS member libraries are supported and positioned to be successful.

Other planning documents include the Interlibrary Services Contract with the Milwaukee Public Library, the 2020-2024 Cataloging Contract, the MCFLS Membership Agreement, the 2020-2024 ILS, Resource Sharing, and Technology Agreement, and the 2020-2024 Resource Library Agreement. The Cataloging, Resource and ILS agreements are available at https://mcfls.libguides.com/admin/system-agreements-planning.

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ASSURANCES

The following plan and compliance document provides assurance that your public library system intends to comply with all statutory requirements for public library systems for calendar year **2022**. Indicate, with a check, your system's intent to comply with each system requirement and provide the requested information under each system requirement.

Wis. Stat. § 43.24(2) For a public library system to qualify for and maintain its eligibility for state aid under this section it shall ensure that all of the following are provided:

Membership Agreements

The system will provide a sample copy of the agreement with a list of all members signing and the dates signed to the Division by January 15. (The system does not need to file multiple copies of the same agreement; only a sample copy of each type of agreement is necessary.)

If the system is providing the sample copy and list of members signing through a publicly available webpage, provide the URL here:

https://mcfls.libguides.com/admin/system-agreements-planning

Resource Library Agreement

\boxtimes	Wis. Stat. \S 43.24(2)(b) Backup reference, information and interlibrary loan services from the system resource library, including the	development of and
	access to specialized collections, as evidenced by a written agreement with that library.	

The system will provide a signed copy of the resource library agreement to the Division by January 15.

If the system is providing the resource library agreement through a publicly available webpage, provide the URL here:

https://mcfls.libguides.com/admin/system-agreements-planning

Reference Referral, Interlibrary Loan, and Technology

Wis. Stat. § 43.24(2)(d) Referral or routing of reference and interlibrary loan requests from libraries within the system to libraries within and outside the system.

List ongoing activities related to this requirement:

MCFLS contracts with the Milwaukee Public Library to provide this service to all member libraries. The Milwaukee Public Library also contracts with the Reference and Loan Library to meet an agreed upon number of requests from Wisconsin residents for interlibrary loan materials. Interlibrary loan requests within the system are handled through the shared ILS and system-provided delivery.

MCFLS contracts with the Milwaukee Public Library to provide back-up reference as the system resource library. As part of the 2020-2024 Resource Library contract, MPL also provides training, consulting, and other assistance to other member libraries and their staff. An annual report of resource library activities is shared with the MCFLS Board each February.

MCFLS provides:

- *remote authentication services for reference databases that member libraries offer to the public;
- *online forms for public requests for new materials;
- *system-wide email through Outlook 365 and website hosting;
- *coordination of the use of third-party products working with the ILS, including computer management software, RFID software, and enhanced content for the online catalog;
- *regular lists of popular materials in the library catalog;
- *and coordination of group purchasing of electronic databases.
- *A major service program MCFLS supports is reciprocal borrowing across municipal borders. This ongoing activity supports net lender member libraries through the distribution of 37% of state aid and supports those libraries in their ability to offer quality service and collections for all users. This is an ongoing activity for 2022.
- *MCFLS contracts with the Milwaukee Public Library to provide centralized cataloging for all materials in the system.
- *MCFLS also contracts with the Milwaukee Public Library to act as a clearinghouse for all Interlibrary Loan (ILL) requests for member libraries. The MPL staff member managing ILL services communicates regularly with the system and DPI on matters relevant to ILL and resource sharing. In 2021, MPL began adding additional metrics for reporting ILL transactions for all member libraries to assist with data requirements on the state annual report.
- *In late 2020, five suburban member libraries were upgraded to new Fortigate 60F routers that allow more control over routing and additional throughput. The rest of the suburban libraries will receive their Fortigate 60F routers in late 2021 or early 2022.

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ASSURANCES (cont'd)

*At the suggestion of Wiscnet, the system purchased a replacement router serving all member libraries with internet service. The new router was installed in September 2021.

Indicate new or priority activities relating to this requirement for the plan year (if none, indicate so):

*The system is completing a year-long ILS Review initiative to identify if member libraries would benefit from a change in the ILS vendors. A ten member team made up of staff from across the system is evaluating three products. The process will be complete in 2022 and a recommendation made to our member libraries and MCFLS Board.

*Replacement gateway routers will be installed at member libraries in late 2021 or early 2022 using either system funds or ARPA money if available.

*MCFLS is planning to replace the CountyCat Mobile app with a more cost-effective version in 2022. The app is ILS-agnostic and can be switched to a new vendor if necessary.

*The system will hire a network security consultant that has familiarity with libraries in our service area to do intrusion scans and work with system staff to repair possible vulnerabilities on the network at the system and local library level.

*System staff are planning to use part of additional state aids on electronic resource products available to all county residents, such as Gale Courses. By covering all costs for the product, the system can ensure availability which is critical to our need to market these resources.

Inservice Training

Wis. Stat. § 43.24(2)(e) Inservice training for participating public library personnel and trustees.

The Division interprets inservice training to incorporate a range of in-person and virtual professional learning opportunities.

List ongoing activities related to this requirement.

MCFLS continues to participate as a member of the SEWI continuing education consortium, managed through the Bridges Library system. Through this partnership, MCFLS offers member libraries regular continuing education opportunities. The MCFLS Library Systems Administrator works with the MCFLS Director to coordinate continuing education planning, with MCFLS staff reviewing CE hours related to member library director certification. MCFLS also provides regular in-person, hands on training sessions through staff and vendor representatives on MCFLS-specific products and services. Regular training on ILS functionality is provided, as is training on digital streaming services and traditional databases. Additionally, MCFLS participates financially in statewide online training events, such as the Trustee Training Week, Tech Days and Wild Wisconsin Winter Webinar series. MCFLS and member library staff have also participated as speakers in these series.

Indicate new or priority activities relating to this requirement for the plan year (if none, indicate so):

MCFLS is working with Bridges staff to offer funding to SEWI member libraries through the LSTA grant focused on continuing education. As proposed, each member library would get a share of the joint funding allocated to systems to relieve financial burdens associated with CE, including attendance at professional development training events and local or statewide conferences.

The DPI is also assisting systems in providing a collaborative support model for library management and staff through a non-competitive ARPA grant subaward. The purpose of the category is to create a sustainable model to address and support the following needs of libraries:

- Mentorship for new public library directors
- Public library staff shortages
- Public library staff work/life balance needs
- Public library staff need for time for professional learning

MCFLS will work with our members and SEWI to provide these critical resources to library staff.

Identify the names and email addresses of professional learning staff employed by the system for professional learning services:

Laurie Freund, Bridges Library System. Email: ljfreund@bridgeslibrarysystem.org

If the system contracts with another system or entity to plan and conduct professional learning services, list that system or entity and provide a link to, or copy of, the current agreement:

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1-2	2446 Page
	ASSURANCES (cont'd)
	Bridges Library System
	https://mcfls.libguides.com/admin/system-agreements-planning
De	elivery and Communication
	Wis. Stat. § 43.24 (2)(fm) Electronic delivery of information and physical delivery of library materials to participating libraries.
	List ongoing activities related to this requirement. For physical delivery reference resources, personnel, and vendors.
	MCFLS administers system-wide daily (M-F) physical delivery to every library in the system through a contract with Action Logistics. MCFLS fully funds this service for member libraries. MCFLS also funds regular delivery to other systems through
	the South Central Library Delivery service. In 2017 MCFLS improved its ability to provide electronic delivery of information
	through an email upgrade to Office 365 for all member libraries. MCFLS manages the wide area network connecting member libraries to the catalog and out to the internet. MCFLS also manages and funds the library's internet connection through
	WiscNet. The system intranet page has been converted to a simpler, more easy to use format using LibGuides CMS. The MCFLS network administrator has completed a clean up of various email distribution lists maintained by the system and made
	it easier for member library directors to update these lists. In 2021, the system website was moved over from an older CMS to
	Wordpress, allowing easier updates and a better interface for the staff and public.
	Indicate new or priority activities relating to this requirement for the plan year (if none, indicate so):
	MCFLS will participate fully in PLSR efforts to revamp statewide and local delivery services starting in 2022. We anticipate eventually merging member library and academic institutions into the same routes, which will provide efficiencies and support
	better resource sharing among multi-type libraries.
	The system has hired a part-time Public Information Coordinator whose role will include communication among staff and the
	public. Her duties will include services to member libraries and developing the system-wide marketing plan for implementation starting late 2021.
	The system plans to upgrade the current next generation Fortigate firewall with an updated version sometime in 2022.

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ASSURANCES (cont'd)

Service Agreements

Wis. Stat. § 43.24(2)(g) Service agreements with all adjacent library systems.

The system will provide a copy of the agreements to the Division by January 15. The agreements with adjacent systems – including consulting agreements, consortium agreements, etc. – must include a list of all systems signing the agreement.

If the system is providing the service agreements through a publicly available webpage, provide the URL here:

https://mcfls.libguides.com/admin/system-agreements-planning

If the system is providing the service agreements through a publicly available webpage, provide a brief description of the types and number of agreements here:

- Bridges and MCFLS Intersystem Agreement
- · Monarch and MCFLS Intersystem Agreement
- IFLS and MCFLS Intersystem Agreement
- Lakeshores and MCFLS Intersystem Agreement
- MCLS and MCFLS Intersystem Agreement
- NFLS and MCFLS Intersystem Agreement
- OWLS and MCFLS Intersystem Agreement
- · WRLS and MCFLS Intersystem Agreement
- WVLS and MCFLS Intersystem Agreement

Other Types of Libraries

Wis. Stat. § 43.24(2)(L) Cooperation and continuous planning with other types of libraries in the system area, which results in agreements with those libraries for the appropriate sharing of library resources to benefit the clientele of all libraries in the system area.

The system will have agreements with other types of libraries, or if the system participates in a cooperation agreement with a multitype organization to meet the purposes of this goal, there is established a clear link between the system and the individual members of the multitype organization. The system will provide a copy of the agreement with a list of all signing libraries to the Division by January 15.

If the system is providing the agreements with other types of libraries through a publicly available webpage, provide the URL here:

If the system is providing the agreements with other types of libraries through a publicly available webpage, provide a brief description of the types and number of agreements here:

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ASSURANCES (cont'd)

			a a.
Library	Technology	and Resource	Sharing Plan

Wis. Stat. § 43.24(2)(m) Planning with the division and with participating public libraries and other types of libraries in the area in regard to library technology and the sharing of resources. By January 1, 2000, and every fifth January 1 thereafter, the public library system shall submit to the division a written plan for library technology and the sharing of resources.

The system will provide the current plan for library technology and resource sharing to the Division by January 1, 2022, if the system amended the plan since last submitting it to the Division or if the plan on file with the Division is no longer valid. See the Library System Technology and Resource Sharing plan webpage for the most current version of the system library technology and resource sharing plan.

If the system is providing the current technology and resource sharing plan through a publicly available webpage, provide the URL here: https://mcfls.libguides.com/admin/system-agreements-planning

Is the plan current and comprehensive for the technology and resource sharing services the system provides?

Yes, the library system technology and resource sharing plan is current and comprehensive for the technology and resource sharing services the system provides.

No, the library system technology and resource sharing plan is not current or comprehensive for the technology and resource sharing services the system provides or will provide.

If no, describe what the system has added, changed, or eliminated from the plan in effect (and describe how the changes were reviewed with member libraries and approved by the system board):

Indicate new or priority activities relating to this requirement for the plan year:

*The system is completing a year-long ILS Review initiative to identify if member libraries would benefit from a change in the ILS vendors. A ten member team made up of staff from across the system is evaluating three products. The process will be complete in 2022 and a recommendation made to our member libraries and MCFLS Board.

*Replacement gateway routers will be installed at member libraries in late 2021 or early 2022 using either system funds or ARPA money if available.

*MCFLS is planning to replace the CountyCat Mobile app with a more cost-effective version in 2022. The app is ILS-agnostic and can be switched to a new vendor if necessary.

*The system will hire a network security consultant that has familiarity with libraries in our service area to do intrusion scans and work with system staff to repair possible vulnerabilities on the network at the system and local library level.

*The system plans to upgrade the current next generation Fortigate firewall with an updated version sometime in 2022.

Professional Consultation

Wis. Stat. § 43.24(2)(h) Professional consultant services to participating public libraries.

Identify consultants, specific service areas, and related activities. If the consultant is employed by a member library, indicate the library and the consultant's title:

Steve Heser, Director: Statutory compliance, library administration, annual reports, technology.

Hieu Tran: Network architecture, technology and network equipment recommendations and purchasing.

Jen Schmidt: ILS configuration for libraries (authentication, loan rules, etc)

Judy Kaniasty: Delivery

Deb Marett: Public information and marketing

Indicate new or priority activities relating to this requirement for the plan year (if no change from current year, indicate None):

Deb Marett has recently joined our staff and part of her duties will be to provide consultation to member libraries regarding their own marketing needs and initiatives.

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ASSURANCES (cont'd)

Inclusive Services

Wis. Stat. § 43.24(2)(k) Promotion and facilitation of library service to users with special needs.

The Division interprets services to users with special needs as inclusive services. Inclusive library services are holistic, spanning library policies, collections, space, and services. Inclusive services reflect equity and accessibility for all members of the community, including services to individuals or groups for whom using the public library is difficult, limited, or minimized.

Indicate new or priority activities relating to this requirement for the plan year:

Milwaukee Public Library has offered administrative staff to lead inclusive services efforts for the system as part of the resource library contract. Anne Rasmussen will be our Inclusive Services Liaison for the system and has plans to form a cohort of local member library staff. With additional funding from the system, she also plans to arrange for outside speakers to help our libraries practive inclusivity and serve all our residents.

The system also supports multiple member libraries with Memory Café programs including financial support for the South Shore Libraries Memory Café. MCFLS has participated in the LibraryNow project (Milwaukee Public Library) since its inception. This project puts access to library resources into the hands of all Milwaukee Public School students, including many underserved or marginalized young people.

Other Service Programs

Wis. Stat. § 43.24(2)(i) Any other service programs designed to meet the needs of participating public libraries and the residents of the system area, as determined by the public library system board after consultation with participating public libraries.

List each "other" service program individually with ongoing activities and new or priority activities for the plan year under each program. For instance, if the system provides a bookmobile service program, list ongoing activities and new or priority activities for the bookmobile program. (Do not lump miscellaneous activities under a single "other" program.)

Administration
The system will not expend more than 20 percent of state aid received in the plan year for administration.
The system will submit the 2021 system audit to the Division no later than September 30, 2022.
Budget
The system completed and included the budget by service program category and fund source for the plan year (see guidelines).

COLLABORATIVE ACTIVITIES

Summary of Activities Briefly describe collaborative activities with other libraries, public library systems, and other organizations. Exclude services and activities listed in the system's 2022 resource library contract.

In 2021 MCFLS continues to lead a group of library systems including Bridges, Kenosha, South Central and Winnefox to provide cybersecurity training through a program called InfoSec IQ and paid through LSTA funding for three years. This on the heels of a very successful cybersecurity collaboration with many of the same systems in 2019/20. Staff are tested and trained regularly each month to be better aware of malicious threats through email. We hope that our group will act as a model for similar projects across the state.

Our ILS Review process has garnered attention from other systems across the state, particularly those who use the same Sierra ILS system. We anticipate additional systems will participate in demonstrations we will have scheduled for later in 2021 as part of the review process.

The system's participation in the Dell purchasing group statewide has saved our members a great deal of money on the purchase of new computers and hardware. We've seen more investment by libraries in technology as a result, improving their ability to serve patrons with up-to-date resources.

MCFLS continues to contribute to statewide projects through the WLA. The system funded multiple scholarships to the WLA Leadership Institute and offered continued financial support for WLA lobbying activities at the state level.

The system will continue to collaborate with other systems to provide support for Trustee Training Week which continues to grow in popularity. The system also offers financial support for the Wild Wisconsin Winter Web Conference. The collaboration with SEWI to provide high quality continuing education for our member libraries is extremely valuable and a model for the state. The system also collaborates and offers tech support and assistance for Tech Days each September.

Cost Benefit For each activity above, list the activity name and estimated cost benefit realized.

Activity	Amount
InfoSec IQ Cybersecurity training	\$5,000
2. Statewide Dell purchasing	\$15,000
3. Trustee training week	\$1,500
4. Wild Wisconsin Winter Web Conference	\$1,500
5. SEWI Continuing Education	\$15,000
6. Tech Days	\$2,500
7. WLA Projects	\$10,000
8. ILS Review	\$500

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Cost Benefit For each activity above, list the activity	ty name and estimated cost benefit realized.		
	Activity		Amount
9.			
10.			
		Cost Benefit Total \$51,000 TION mation provided in this document and any attachments is true and correct, ter 43 of the Wisconsin Statutes for the year 2022. Em Director Date Signed Mo./Day/Yr. Date Signed Mo./Day/Yr. Date Signed Mo./Day/Yr.	
	CERTIFICATION		
	pest of our knowledge, the information provided in this documental applicable provisions of Chapter 43 of the Wisconsin Statute		s is true and correct,
Name of System Director	Signature of System Director	Date S	igned Mo./Day/Yr.
	>		
Name of System Board President	Signature of System Board President	Date S	igned <i>Mo./Day/Yr.</i>
	>		
	FOR DPI USE LIBRARY SYSTEM PLAN APPROVAL	-	
Pursuant to Wis. Statutes, the plan contained herei	n is: DLT Assistant Superintendent Signature	Date S	igned <i>Mo./Day/Yr.</i>
Approved			
Provisionally Approved See Comments.	>		
Not Approved See Comments.			

Comments

PUBLIC LIBRARY SYSTEM 2022 ANNUAL PROGRAM BUDGET					
Program	2022 Public Library System Aid	System Aid Carryover and Interest Earned	Other State and Federal Library Program Funds	All Other Income	Total
Technology, Reference, and Interlibrar	y Loan*				
1. Technology	\$735,741	\$22,500	\$36,014	\$966,517	
2. Reference	\$206,318				
3. ILL	\$36,450				
4.					
5. Electronic Resources	\$249,039			\$342,334	
Program Total	\$1,227,548	\$22,500	\$36,014	\$1,308,851	\$2,594,913
Professional Learning and Consulting	Service*			-	
1. Professional Learning	\$41,882				
2. Consulting	\$81,564				
Program Total	\$123,446	\$0	\$0	\$0	\$123,446
Delivery Services	\$306,651				\$306,651
Inclusive Services	\$19,043				\$19,043
Library Collection Development					\$0
Direct Payment to Members for Nonresident Access	\$1,104,612			\$46,378	\$1,150,990
Direct Nonresident Access Payments Across System Borders					\$0
Youth Services	\$14,068				\$14,068
Public Information	\$119,161				\$119,161
Administration	\$375,603				\$375,603
Subtotal	\$1,939,138	\$0	\$0	\$46,378	\$1,985,516
Other System Programs					
1. Multitype	\$8,463				\$8,463
2. Member Office	\$2,500			\$48,500	\$51,000
Program Total	\$10,963	\$0	\$0	\$48,500	\$59,463
Grand Totals	\$3,301,095	\$22,500	\$36,014	\$1,403,729	\$4,763,338

^{*}These programs may be divided into subprograms at the discretion of the system. If choosing not to use subprograms, enter amounts on line 1. Line 5 is reserved for the amounts budgeted for electronic resources (see program budget guidelines).

News Release



FOR IMMEDIATE RELEASE

DPI-NR 2021-60

Monday, September 27, 2021

Contact: DPI Media Line, (608) 266-3559, media.inquiries@dpi.wi.gov

DPI accepting grant applications for \$3 million in ARPA library pandemic relief funding

Additional funding will allow libraries to strengthen their role as a center of community resilience

MADISON — The Wisconsin Department of Public Instruction today announced the competitive grant application process for library relief funding is now open.

All Wisconsin public libraries and regional public library systems are eligible to apply for the American Rescue Plan Act funds awarded by the Institute of Museum and Library Services. IMLS awarded Wisconsin nearly \$3.3 million to be used for supporting digital inclusion efforts, providing rapid emergency relief to libraries, and supporting library services that meet the needs of local communities.

"Wisconsin libraries have been the core of community resilience in the wake of the pandemic," State Librarian and Assistant State Superintendent of the DPI's Division for Libraries and Technologies Tessa Michaelson Schmidt said. "These grants will help our libraries strengthen their extraordinary role of connecting our communities to information and resources, expand our libraries' reach so patrons can easily and safely access resources and services, and improve the safety of library buildings across the state."

Pre-application forms for competitive funding must be submitted to LibraryReport@dpi.wi.gov by October 25, 2021. In addition to the competitive grants, Wisconsin's libraries are eligible for the ARPA Formula Grant and the ARPA Noncompetitive Grants. The submission information is forthcoming.

IMLS is the primary source of federal support for the nation's 123,000 libraries and 17,500 museums. The grants were developed with input from IMLS, library system directors, and statewide stakeholder groups, which included digital resource specialists, technical library staff, and resource librarians.

For access to the pre-application forms and additional ARPA grant information, visit the ARPA for Wisconsin Libraries web page.

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NOTE: This news release is available electronically at https://dpi.wi.gov/news/releases/2021/library-pandemic-relief-applications-open-arpa.



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October 11th, 2021

September/October 2021 Director's Report

Summary of activities

- Our ILS Review team met to discuss and arrange demonstrations by our three vendors: Innovative (for Polaris and Sierra), Sirsi-Dynix and The Library Corporation (TLC). The demonstrations are scheduled for November and December.
- 2. We've solidified our telework schedule and presence within the MCFLS offices, with at least one staff member in the building throughout the work week. After some issues related to mail forwarding, we've cancelled that service and mail is now being delivered directly to system offices.
- 3. I met with Pat Laughlin from Hales Corners to discuss Pat's retirement and transition to an interim director.
- 4. Deb, Eric and I traveled to Cudahy Family Library to meet with Rebecca Roepke and her staff on September 24th. We learned a great deal and were able to share our areas of emphasis regarding technology and marketing. On the 28th Deb and I also met with Rachel Collins and Emily Vieyra to talk about our marketing activities and listen to their needs. These visits have served Deb well and she's able to generate social media posts from pictures taken during her visits.
- 5. On the 28th we also organized a system-wide training opportunity for staff to hear from other MCFLS member library staff on how they are using ColletionHQ. Directors asked us to provide this training to help evaluate how the product is being used and whether it is serving libraries' needs.
- 6. I met with Edgard Delgado (Job Centers) and Millie Colby (Employ Milwaukee) to talk about getting their staff into library buildings and to direct patrons to services available at the Job Center. On the 6th the LAWDS group met with SHRM to discuss the possibility of bringing in volunteers to help with training.
- 7. Met with Jen and Innovative staff for a quarterly checkin to get updates and review issues.
- 8. Attended meetings regarding the PLSR Delivery reorganization to further discuss data collection, specifically volume related to delivery and costs associated with providing the service including physical space.
- 9. Participated in a demonstration to reacquaint our staff with Patron Point which allows self-registration and patron engagement.
- 10. Mail in the building

Upcoming Activities

- 1. Work with Deb to flesh out and start implementation of the system marketing plan.
- 2. Participate in the ILS demonstrations throughout November and December.
- 3. Present at the Wisconsin Library Association (WLA) conference in November.