

709 North Eighth Street Milwaukee, WI 53233

PH: 414-286-8149
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## **NOTICE**

Milwaukee County Federated Library System Board of Trustees

Monday, July 17, 2023

2:30 P.M.

This meeting will be held in person at the

Wauwatosa Public Library Conference Room A, 2<sup>nd</sup> Floor 7635 West North Avenue Wauwatosa, WI 53213

#### **AGENDA**

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

Action

3. Approval of minutes: the MCFLS Board of Trustees meeting on June 19, 2023  $\,$ 

Action

Attachment A

4. Public comment

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

### MCFLS Standing Committee Reports

- 5. Library Directors Advisory Council
  - a. No meeting scheduled for July. Next meeting is August 3, 2023 at Oak Creek Public Library.
- 6. MCFLS Finance and Personnel Committee
  - a. No meeting held. Next scheduled meeting is August 17 at noon to review the system audit and the 2023 budget revision.
- 7. MCFLS Legislative and System Services
  - a. No meeting held. Next scheduled meeting is August 1 at 1 pm to review strategic planning RFP submissions.

### Administrative reports requiring action

8. Proposal to add Juneteenth Day as a recognized system holiday.

Action <u>Attachment B</u>

9. Financial Report for June 2023.

Action Attachment C

#### Administrative Informational Items

10. All of Us Virtual Library Center grant application approved for establishment of two mobile labs used for the All of Us campaign and furthering health and technology literacy.

Attachment D

11. Director's Report

Attachment E

Tour of the Wauwatosa Public Library immediately following the meeting.

Next meeting date: Scheduled for 3:30 pm on Monday, August 21 at West Allis Public Library.

# Milwaukee County Federated Library System Board of Trustees Regular Monthly Meeting held Monday, June 19<sup>th</sup>, 2023 Zoom and in person Meeting

#### **ROLL CALL**

Present: Paul Ziehler, President

Guy Johnson, Vice President Steven Shea, Treasurer Monica Deluhery, Trustee Howard Snyder, Trustee

Excused: Erika Siemsen, Trustee

Elizabeth Suelzer, Trustee

Staff: Steve Heser, Director

Brittney Hornung, Business Manager

Jennifer Schmidt, Library Systems Administrator

Others: Bethany Meyer, South Milwaukee Public Library

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

ADOPTION OF AGENDA. President Ziehler referred to the agenda. Vice President Johnson moved and Treasurer Shea seconded a motion to adopt the agenda as distributed. Unanimously approved.

APPROVAL OF MINUTES. President Ziehler referred to the minutes of the May 15<sup>th</sup>, 2023 shown as the Attachment A of the agenda packet. Being no corrections noted, Treasurer Shea moved and Trustee Snyder seconded the motion to approve the minutes as presented. Unanimously approved.

PUBLIC COMMENT.
No comment made.

MCFLS STANDING COMMITTEE REPORTS.

#### Library Directors Advisory Council

Bethany Meyers reviewed the summary of the June 1<sup>st</sup> LDAC meeting shown as Attachment B in the agenda packet. Brian Van Klooster gave a summary of the proposal for subcommittees reviewed by the workgroup. Suggestions proposed included, each individual committee will be

coached be by a library director or MCFLS staff, agendas following similar formats and some committees be dissolved or only via email. These changes will be brought to each committee and discussed again at the next LDAC meeting. Director Heser reviewed the 2023/2024 strategic plan and timeline. MFA tokens have been introduced to Shorewood and are working well. If other libraries would like to participate, please contact Eric. Director Heser reviewed the preliminary numbers for 2024 automation costs. President Ziehler asked if there was any feedback from libraries on these costs. The costs could change based on State Aid and costs covered by MCFLS. Patron Point hold pickup notices are set to begin this Tuesday with the goal for all automated notices to be sent through Patron Point. Director Heser shared the WPLC draft budget for 2024. This showed the magazine cost increase of \$20,000 statewide and spread between library systems that MCFLS hopes to cover. Discussion ensued. There was discussion on scheduling in person meetings for LDAC starting this year and are currently set to start in August and September. Trustee Deluhery motioned and Trustee Snyder seconded a motion to approve the report as presented and place it on file. Unanimously approved.

#### MCFLS Finance and Personnel Committee

No meeting was held so no report.

#### MCFLS Legislative and System Services

Vice President Johnson shared the report from the June 6<sup>th</sup> meeting to review and recommend the RFP for strategic planning consulting services to the Board. Vice President Johnson moved and Treasurer Shea seconded a motion to approve the RFP for strategic planning consulting services. Vice President Johnson asked Director Heser to give a brief overview of the timeline to the Board. MCFLS is currently looking at four different vendors for consulting services. The motion was unanimously approved.

#### ADMINISTRATIVE REPORTS REQUIRING ACTION.

#### <u>2024 County Budget Request and Racial Equity Budget Tool (REBT) response.</u>

Director Heser shared the Racial Equity budget tool being used by the county to request directly through their system. Shown in Attachment D of the Agenda Packet is the letter of request and the new tool used to explain what MCFLS does with this budget and actions being taken towards inclusivity and diversity. MCFLS has also set up a tracker in Quick books to show minority and female owned businesses that the system is currently working with. Treasurer Shea motioned to approve the 2024 budget tool form and budget request, Trustee Deluhery seconded. Unanimously approved.

#### <u>Trustee in-person discussion</u>

Director Heser discussed the approval of in person meetings with LDAC and questioned if the Board would be open to scheduling in person meetings this summer. With no objections, the in person meetings will be scheduled with locations to be determined and emailed to the Board.

Director Heser proposed a cookout hosted at his home in late July or early September for Board members and their spouses. Director Heser will send out a poll to decide on a specific date.

#### Financial Report for May 2023.

Director Heser presented the May 2023 Financial report shown as Attachment E of the Agenda Packet. With no comments or corrections, Vice President Johnson motioned and Trustee Snyder seconded a motion to approve the May Financial report as presented. Unanimously approved.

ADMINISTRATIVE INFORMATION ITEMS.

# <u>Update on Library Systems Technician recruitment. Belinda Lai has accepted the position and her first day will be Monday, July 10.</u>

Director Heser shared an update on the Library System Technician position being accepted with a start date of July 10<sup>th</sup>. Belinda will introduce herself to the Board at either the July or August Board meeting.

<u>United for Libraries statewide training access. United for Libraries is a division of the American Library Association with approximately 5,000 Friends of Library, Trustee, and Foundation members.</u>

Director Heser shared information on the United for Libraries program designed for Trustees with training videos and classes. This training resource for Trustees that is sponsored by ALA and DPI has helped with preparing for situations like book challenges. The training ranges from short pre-recorded videos to formal training.

#### Director's Report

Director Heser presented a summary of the Director's report shown as Attachment G of the Agenda packet. Grant activities have been a focus with the All of Us Program beginning. MCFLS will be participating by setting up health literacy mixer boxes that can also be used by partners at the Medical College or interested libraries.

The SRLAAW workgroup will be reviewing the draft of the compensation study provided by Carlson Dettmann Consulting on Tuesday June 20<sup>th</sup>.

System activities included the update of the Library Systems Technician position and the RFP for consulting services as previously presented.

NEXT MEETING. Scheduled for Monday July 17<sup>th</sup>, 2023 at 3:30 p.m. location TBD.

ADJOURNMENT. With no further business to be addressed, Trustee Snyder motioned to adjourn the meeting at 4:30 p.m. and Treasurer Shea seconded. Unanimously approved.

#### **Steve Heser**

From: Brittney Hornung

Sent: Wednesday, June 21, 2023 9:19 AM

**To:** Steve Heser

**Subject:** RE: Juneteenth Day as holiday

Hello,

Here are those numbers for the holiday:

Salaries= \$1817.58 Benefits= \$365.28 Delivery savings=\$781

\$1401.86 total cost after deducting delivery savings.

This does include Belinda too. Let me know if you need any other data! Thank you,

Brittney Hornung (she/her)

**Business Manager** 

Milwaukee Federated Library Systems (MCFLS)
P: 414.286.5148 | e: <a href="mailto:brittney.hornung@mcfls.org">brittney.hornung@mcfls.org</a>

Website | Helpdesk | Book A Meeting

From: Steve Heser <Steve.Heser@mcfls.org> Sent: Wednesday, June 21, 2023 8:29 AM

To: Brittney Hornung <Brittney.Hornung@mcfls.org>

Subject: RE: Juneteenth Day as holiday

Thanks I think all you'd need to do is get the staff salaries for that day and we can submit that for board consideration. I guess benefits might need to be included too.

Sincerely,

Steve Heser (he/him/his)

**System Director** 

Milwaukee County Federated Library System (MCFLS)

p: 414.286.8149 | e: steve.heser@mcfls.org

Website | Helpdesk | Book a Meeting

#### M.C.F.L.S Financial Report For the Month Ending June 30, 2023

1		Original Budget	R	evised Budget	+/-	Year to Date	<u>%</u>		<u>Balance</u>	<u>%</u>
2										
3	General Revenues									
4	State Aid Revenue	\$3,568,561	\$	3,568,561		\$ 2,676,424	(75.00)	-	892,137	(25.00)
5	Milwaukee County Allocation	\$66,650	\$	66,650		\$ 66,650	(100.00)	\$	-	0.00
6	West Milwaukee Contract -Other	\$31,179	\$	31,179		\$ 31,149	(99.90)	\$	30	(0.10)
7	Interest on Invested Funds	\$2,000	\$	2,000		\$ -	0.00	\$	2,000	(100.00)
8	Member Forms/Supplies Rev (57)	\$21,000	\$	21,000		\$ 6,296	(29.98)	\$	14,704	(70.02)
9	Member Postage Revenue (56)	\$16,100	\$	16,100		\$ 4,787	(29.73)	\$	11,313	(70.27)
10	Member OCLC Revenue (68)	\$127,336	\$	127,336		\$ 102,292	(80.33)	\$	25,044	(19.67)
11	Member Telecomm. Revenue (66)	\$16,800	\$	16,800		\$ 15,600	(92.86)	\$	1,200	(7.14)
12	Member Softwre Maint-Basic (64)	\$156,391	\$	156,391		\$ 104,048	(66.53)	\$	52,343	(33.47)
13	Member Softwre Maint-Other (64)	\$41,572	\$	41,572		\$ 24,676	(59.36)	\$	16,896	(40.64)
14	Member Tech. AssistTime Rev.	\$20,000	\$	20,000		\$ 11,605	(58.03)	\$	8,395	(41.98)
15	Member Special Projects Rev (72)	\$70,000	\$	70,000		\$ 12,650	(18.07)	\$	57,350	(81.93)
16	Member Catalog Contract Rev (79)	\$162,822	\$	162,822		\$ 133,977	(82.28)	\$	28,845	(17.72)
17	Member Database Rev (54)	\$14,685	\$	14,685		\$ 14,651	(99.77)	\$	34	(0.23)
18	Member EcomTransaction Fees (43)	\$7,900	\$	7,900		3,213.00	(40.67)	\$	4,687	(59.33)
19	Carryover Revenue	\$15,000	\$	15,000		\$ -	0.00	\$	15,000	(100.00)
20	Staff Benefits/Co-Pay Revenue	\$62,061	\$	62,061		\$ 24,285	(39.13)	\$	37,776	(60.87)
21	LSTA Technology Grant Revenue	\$3,000	\$	3,000		\$ 69,548	(2,318.27)	\$	(66,548)	2,218.27
22	Member Digital Content Rev (84)	\$233,385	\$	233,385		\$ 153,267	(65.67)	\$	80,118	(34.33)
23	Member PC Mngmt License Rev	\$2,545	\$	2,545		\$ 1,030	(40.47)	\$	1,515	(59.53)
24	Member Replace Fines Rev (90)	\$7,000	\$	7,000		\$ 3,862	(55.17)	\$	3,138	(44.83)
25	Member Overdrive Adv Rev (91)	\$15,000	\$	15,000		\$ 8,636	(57.57)	\$	6,364	(42.43)
26	Member Collection Dev Tool Rev	\$18,023	\$	18,023		\$ 18,023	(100.00)	\$	-	0.00
27	Total General Revenues	\$4,679,010	\$	4,679,010	\$ -	\$ 3,486,669	(74.52)	\$	1,192,341	(25.48)
28										
29	Special Revenues									
30	W. Milwaukee Borrowing Rev (97)	\$41,706	\$	41,706		\$ 41,706	(100.00)	\$	-	0.00
31	InfoPass Project Mgmnt Rev	\$1,308	\$	1,308		\$ -	0.00	\$	1,308	(100.00)
32	Ecommerce Revenue (100)	\$150,000	\$	150,000		\$ 68,036	(45.36)	\$	81,964	(54.64)
33	MCFLS Reciprocal Borrowing Reserve	\$48,144	\$	48,144			-			
34	Total Special Revenues	\$241,158	\$	241,158	\$ -	\$ 109,742	(45.51)	\$	131,416	(54.49)
35										
36	Total Revenues	\$4,920,168	\$	4,920,168	\$ 0	\$ 3,596,411	(73.10)	\$	1,323,757	(26.90)

#### M.C.F.L.S Financial Report For the Month Ending June 30, 2023

37											
38		Original Budget	Re	evised Budget	<u>+/-</u>		Year to Date	<u>%</u>		Balance	<u>%</u>
39											
40	General Expenditures		_	***			101.55	(22.24)		105.10	(55.00)
41	Fringe Benefits Expense	\$298,612	\$	298,612		\$	101,263	(33.91)		197,349	(66.09)
42 43	Salaries Expense  Member Ecom Transaction Exp (18)	\$505,071 \$7,900	\$	505,071 7,900		\$	204,861 3,660	(40.56) (46.33)	_	300,210 4,240	(59.44)
44	TNS Calls/Renewal Line Expense	\$2,064	\$	2,064		\$	912	(44.19)	_	1,152	(55.81)
45	Conference/Training Expense	\$6,500	\$	6,500		\$	6,474	(99.60)		26	(0.40)
46	Memberships Expense	\$9,300	\$	9,300		\$	784	(8.43)	_	8,516	(91.57)
47	Continuing Education Expense	\$9,000	\$	9,000		\$	7,379	(81.99)	_	1,621	(18.01)
48	Office Supplies Expense	\$1,500	\$	1,500		\$	298	(19.87)	\$	1,202	(80.13)
49	Copy Machine Maint. Expense	\$1,000	\$	1,000		\$	110	(11.05)	\$	890	(89.00)
50	MCFLS WI Pub Lib Consortium Ex	\$6,953	\$	6,953		\$	6,953	(100.00)		-	0.00
51	MCFLS Buying Pool	\$175,000	\$	175,000		\$	115,000	(65.71)		60,000	(34.29)
52	MCFLS Database Expense	\$98,110	\$	98,110		\$	98,110	(100.00)		- 01.055	0.00
53	MCFLS Catalog Enhancement Exp	\$189,642	\$	189,642		\$	108,587	(57.26)		81,055	(42.74)
54 55	Member Database Expense (17) MCFLS Postage Expense	\$14,685 \$600	\$	14,685		\$	9,701 500	(66.06)		4,984 100	(33.94)
56	Member Postage Expense (9)	\$16,100	\$	16,100		\$	10,000	(62.11)		6,100	(37.89)
57	Member Forms/Supplies Expense (8)	\$21,000	\$	21,000		\$	19,915	(94.83)		1,085	(5.17)
58	Telephone Expense	\$6,000	\$	6,000		\$	3,912	(65.20)		2,088	(34.80)
59	Meetings Expense	\$1,000	\$	1,000		\$	435	(43.50)		565	(56.50)
60	Insurance Expense	\$12,000	\$	12,000		\$	11,927	(99.39)	_	73	(0.61)
61	Legal Expense	\$1,500	\$	1,500		\$	1,553	(103.53)	\$	(53)	3.53
62	Audit Expense	\$12,700	\$	12,700		\$	9,137	(71.94)	\$	3,563	(28.06)
63	Payroll Service Expense	\$5,400	\$	5,400		\$	2,344	(43.41)		3,056	(56.59)
64	III Software Support Expense (12,13)	\$197,963	\$	197,963		\$	188,301	(95.12)		9,662	(4.88)
65	III Telephone Notification Subscr Exp	\$12,530	\$	12,530		\$	11,136	(88.87)		1,394	(11.13)
66	Member Telecomm. Expense (11)	\$16,800	\$	16,800		\$	-	0.00		16,800	(100.00)
67	MCFLS Telecomm. Maint. Expense	\$45,000	\$	45,000		\$	45,258	(100.57)	_	(258)	0.57
68 69	OCLC Expense (10) MCFLS Computer Room Equipment	\$145,631 \$10,000	\$ \$	145,631		\$	144,251 1,684	(99.05)	_	1,380	(0.95)
70	MCFLS Computer Room Equipment MCFLS Software Expense	\$10,000	\$	10,000		\$	5,004	(16.84)		8,316 4,996	(49.96)
71	MCFLS Software Expense  MCFLS Equipment Expense	\$10,000	\$	10,000		\$	1,934	(19.34)	_	8,066	(80.66)
72	Member Special Projects Exp (15)	\$70,000	\$	70,000		\$	14,949	(21.36)	_	55,051	(78.64)
73	Sorting and Delivery Expense	\$305,000	\$	305,000		\$	117,970	(38.68)	\$	187,030	(61.32)
74	South Central Delivery Expense	\$21,894	\$	21,894		\$	10,947	(50.00)	-	10,947	(50.00)
75	MPL Resource Contract Expense	\$223,035	\$	223,035		\$	55,759	(25.00)		167,276	(75.00)
76	MPL Rent Lease Contract Exp.	\$95,387	\$	95,387		\$	23,847	(25.00)	\$	71,540	(75.00)
77	ILS Expense	\$36,450	\$	36,450		\$	11,004	(30.19)	\$	25,446	(69.81)
78	MCFLS Catalog Cont Exp to MPL	\$321,170	\$	321,170		\$	80,293	(25.00)		240,877	(75.00)
79	Member Catalog Contract Exp. (16)	\$162,822	\$	162,822		\$	40,706	(25.00)		122,116	(75.00)
80	MCFLS Collection Dev Tool Exp	\$26,972	\$	26,972		\$	-	0.00		26,972	(100.00)
81	Member Collection Dev Tool Exp	\$18,023	\$	18,023		\$	- 7.750	0.00		18,023	(100.00)
82 83	Internet Expense Contingency Expense	\$21,635 \$43,958	\$ \$	21,635 43,958		\$	7,758 6,293	(35.86)		13,877 37,665	(64.14)
84	Member Digital Content Exp (22)	\$233,385	\$	233,385		\$	177,832	(76.20)		55,553	(23.80)
85	Marketing	\$60,000	\$	60,000		\$	14,161	(23.60)		45,839	(76.40)
86	Cooperative Purchasing Sub Exp	\$2,500	\$	2,500		\$	2,786	(111.44)		(286)	11.44
87	Member PC Management License Exp	\$1,875	\$	1,875		\$	240	(12.80)		1,635	(87.20)
88	LSTA Technology Grant Expense	\$3,000	\$	3,000		\$	69,582	(2,319.40)		(66,582)	2,219.40
89	MCFLS MKE Mixer Expense	\$1,400	\$	1,400		\$	1,560	(111.43)		(160)	11.43
90	Member Replacement Fines Exp (24)	\$7,000	\$	7,000		\$	3,862	(55.17)	\$	3,138	(44.83)
91	Member OverDrive Adv Exp (25)	\$15,000	\$	15,000		\$	-	0.00		15,000	(100.00)
92	Youth Services Exp	\$10,000	\$	10,000		\$	276	(2.76)		9,724	(97.24)
93	Inclusive Services Exp	\$10,000	\$	10,000	_	\$	-	0.00		10,000	(100.00)
94	Total General Expenditures	\$3,540,068	\$	3,540,068	\$ -	\$	1,761,208	(49.75)	\$	1,778,859	(50.25)
95											
96	Special Expenditures	0.41 70.5	6	41.504			40.000	(100.00	Φ.	(250)	0.00
97 98	W. Milw Borrowing Exp (30)  RB - MCFLS Payment Expense	\$41,706	\$	41,706		\$	42,065	(100.86)		(359)	0.86
98 99	ILS Migration Reserve	\$1,188,394 \$0	\$	1,188,394		\$	1,188,395	(100.00)		(1)	0.00
100	Ecommerce Expense (32)	\$150,000	\$	150,000		\$	65,927	(43.95)		84,073	(56.05)
100	Total Special Expenditures	\$1,380,100	\$	1,380,100	\$ -	\$	1,296,387	(93.93)		83,713	(6.07)
102		\$1,550,100	~	-,500,100	-	Ψ	-,2,0,507	(,,,,)	-	05,715	(3.07)
103	Total Expenditures	\$4,920,168	\$	4,920,168	\$ -	\$	3,057,595	(62.14)	\$	1,862,572	(37.86)
104								` /			7
105	Revenue/Expenditures +/-					\$	538,815				
						1 1					



## **BLH TECHNOLOGIES, INC.®** INDEPENDENT CONTRACTOR AGREEMENT

BY AND BETWEEN BLH Technologies, Inc.® (BLH), with offices at 1803 Research Boulevard, Suite 500, Rockville, MD 20850 and Milwaukee Federated Library System ("Independent Contractor"), with offices at 709 N 8th St, Milwaukee, WI 53233.

WHEREAS, BLH desires to obtain the services of Independent Contractor herein described,

WHEREAS, Independent Contractor has agreed to provide these services to BLH as herein described,

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein, the parties agree as follows:

1. Relationship of the Parties. BLH and Independent Contractor are independent contractors, and neither is an authorized agent or representative of the other. No employer-employee or any other agency relationship is created hereby. Independent Contractor shall have no authority to make any contract in the name of BLH or otherwise bind BLH or any of its affiliates.

Independent Contractor shall hold BLH harmless from and will bear all costs relating to Independent Contractor's work efforts. Independent Contractor agrees to maintain, report and pay all federal and state income tax withholding, unemployment, social security and other employment payroll taxes, and all workers' compensation claims (without right of subrogation), workers' compensation insurance premiums, with respect to Independent Contractor and Independent Contractor's employees, which are lawfully owed by Independent Contractor because of its independent contractor status with BLH. Independent Contractor agrees that its insurance coverage shall be sufficient to meet the statutory requirements of every state where Independent Contractor's employees who are assigned to BLH work are located.

BLH shall not control the manner or determine the method of accomplishing Independent Contractor's services. BLH may, however, require Independent Contractor at all times to observe security, safety and other building policies of BLH and BLH's customers. In addition, BLH shall be entitled to exercise broad general supervision and control over the results of work performed by Independent Contractor to ensure satisfactory performance, including the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work and the right to propose modifications to the work.

2. Services to be Provided. Independent Contractor shall provide services (the "Services") described below:



#### a. Description of Services

The purpose of this agreement is to provide BLH support for the National Library of Medicine (NLM) Office of Engagement and Training (OET), the Network of the National Library of Medicine (NNLM) All of Us Program Center, and the National Institutes of Health (NIH) All of Us Research Program. This funding will provide participating public libraries with the infrastructure to serve as community health hubs by actively supporting the enrollment, engagement, and retention goals of the All of Us Research Program. OET at NLM/NIH serves as a connector linking NLM and NIH biomedical and public health information to their users worldwide. OET is a strategic partner in the All of Us Research Program, bringing engagement and training opportunities through the NNLM.

#### b. Activities

The Independent Contractor must complete the following activities:

The library will work on creating an innovative pop-up All of Us space that can accommodate the needs of both presenters and participants of the All of Us Research Program. The "space" in this program will be a mobile Health Literacy Mixer kit, which is intended to function in different spaces. Presenters can check these out to utilize during their presentations at different branches. These kits will include the appropriate equipment to create a space where participants can learn more about their health, health literacy, and the digital divide, helping increase knowledge or questions related to participation in the All of Us Research Program.

The library will need presenter equipment (e.g., laptop, video projector) as well as other technology, consisting of tablets for users to interact with the online aspects of the All of Us Research program. A high-quality printer will also be a part of this proposal in order to create pamphlets necessary to illustrate and share health-related information in the user kits that can be labeled as "consumables" or information pamphlets that can be taken by participants to learn more about resources available to them on their own time. The library will need two mobile Wi-Fi hotspots for these kits to provide mobility and access points for participants and the presenters. The intention is that presenters can utilize one kit to circulate in different libraries across the county and another kit to also bring these presentations to other areas in the community such as community centers where community members convene.

All of Us Wisconsin has agreed to work closely with the library, directing participants to the library as a space that can be used to check out technology for participation in the program and as a space for the HPO to bring together community members to learn more about health information literacy and the digital aspects of the program. The "Mixer Kits," above mentioned, can be checked out by the HPO or other entities interested in leading both "health literacy" and "technology literacy" sessions in the library and at community places appropriate to reach the communities of interest.



#### c. Deliverables

The Independent Contractor must prepare and submit the following deliverables:

	Description	Delivery Date				
1	Invoice	September 29, 2023				

#### 3. **Payment**

BLH shall pay Independent Contractor a total payment not to exceed \$62,615. Independent Contractor shall submit the invoice to Allie McDougall, Project Manager, 1803 Research Boulevard, Suite 500, Rockville, MD 20850 via email at amcdougall@blhtech.com with a copy to George Hausmann at ghausmann@blhtech.com and James Wyche at jwyche@blhtech.com. The invoice shall be noted with "Project # 105105 NLM OET VLC Program". Invoice should be provided on or before **September** 29, 2023. Invoice should include details for labor and other direct costs (individually listed by description, individual cost, quantity, cost, and total cost for other direct costs), and should be consistent with the budget reflected below.

Item	Cost			
PERSONNEL				
July 1 – Sep. 29 <sup>th</sup> (14 weeks) – 560 hours/\$50/hour	\$ 28,000.00			
MATERIALS AND SUPPLIES				
2 Dell Dock: \$210 each	\$ 420.00			
2 Dell XPS 15 9520 Laptop: \$1,400 each	\$ 2,800.00			
2 Dell Essential Briefcase 15 (ES1520C): \$25.00 each	\$ 50.00			
1 Lexmark CS331dw Printer:	\$ 350.00			
Ink: 5 of each	\$ 4,000.00			
Cyan – high yield: \$200				
Magenta – high yield: \$200				
Black – high yield: \$200				
Yellow – high yield: \$200				
50 Reams of paper	\$ 375.00			
2 Epson EpiqVision™ Mini EF11 Laser Projector: \$800 each				
2 Epson Epiq vision Willin El 11 Euser 110Jector. \$600 euch	\$ 1,600.00			
30 Apple iPad mini tablets - 6th generation: \$500 each	\$ 15,000.00			
Carrying Cases: \$500 each	\$ 1,000.00			
Apple Care package for tablets	\$ 2,070.00			
Heavy Duty iPad Cases – 30 each	\$ 900.00			
Privacy Screen Protectors	\$ 1,080.00			



Apple Pens/Styluses	\$ 1,800.00
Charging cart	\$ 770.00
2 T-Mobile Hotspot data plans: \$1200.00 each	\$ 2,400.00
Total	\$ 62,615.00

Upon acceptance of a proper invoice by the BLH Accounting Department, BLH shall make payment to the Independent Contractor by check within 30 days of invoice acceptance.

- 4. **Term of Agreement.** This Agreement shall be effective from the signature date of this Agreement until September 29, 2023.
- 5. **Product Rights.** In consideration of the payment described in this Agreement, all of the documents, exhibits, visual aids and other material or deliverables prepared and delivered to BLH by Independent Contractor pursuant to this Agreement (the "Material"), shall be deemed to be works made for hire and shall belong exclusively to BLH unless otherwise agreed by BLH in writing. To the extent that any of the Materials may not, by operation of law, be works made for hire, Independent Contractor agrees to and hereby automatically assigns to BLH and its successors and assignees, the ownership of copyrights (including any separately transferable rights such as, but not limited to, those of translation, modification and adaptation) and all other intellectual and property rights in the Materials, when and as the same shall arise, for the full term or terms of protection available therefore throughout the world, and Independent Contractor hereby agrees that BLH shall not be required to show the name of Independent Contractor or any of its employees as the author on copies of the Materials and on any derivative work thereof when such copies are offered to or made available to any third party, and shall not be required to preserve the identity of the Materials against changes, excisions or any other modifications which are deemed necessary in light of the purpose or the manner of exploitation.

The "work made for hire" language utilized herein shall not operate to negate or disparage the independent contractor relationship between the parties.

- 6. Warranty of Service. Independent Contractor warrants that it will use best efforts in the performance of this Agreement and that the Services and Materials will be of professional quality exceeding or conforming to generally accepted professional practices which are standard within their industry.
- 7. **Notices.** Any notices shall be in writing and shall be directed to BLH or Independent Contractor at their respective addresses shown below unless otherwise specified in writing. The Independent Contractor shall not communicate with the client, the National Library of Medicine (NLM), regarding this agreement except as expressly authorized by BLH. No amendment, waiver, or alteration shall be effective against either party unless it is signed by a duly authorized person in the employ of the party against whom the change is being enforced.



#### For BLH Technologies, Inc.®: **For Independent Contractor:**

Benjamin L. Harris Steve Heser President & CEO Director BLH Technologies, Inc.® Milwaukee Federated Library System 1803 Research Boulevard, Suite 500 709 N 8th St Rockville, MD 20850 Milwaukee, WI 53233 bharris@blhtech.com Steve.Heser@mcfls.org

- 8. **Assignment.** This Agreement is specific to BLH and Independent Contractor, and shall not be assigned by either party without the written consent of the other.
- 9. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
- 10. **Applicable Law.** This Agreement shall be governed by the laws of the State of Maryland. All rights of the parties are cumulative and in addition to any rights they may have at law or equity.
- 11. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties and constitutes the complete and exclusive statement of the agreement between the parties related to the subject matter hereof and may not be altered except by amendment signed by BLH and Independent Contractor.
- 12. **Confidentiality.** Independent Contractor hereby acknowledges that he/she may receive information or corporate knowledge from BLH which shall remain strictly confidential and considered a trade secret of BLH. Independent Contractor agrees not to disclose such information, corporate knowledge, or trade secrets with persons not authorized by BLH in writing. Any information received by Independent Contractor shall be considered a confidential trade secret unless otherwise specified.
- 13. Conflict of Interest. To the best of the Independent Contractor's knowledge and belief, no actual or potential conflict of interest exists. Independent Contractor agrees to reveal any such conflict of interest situation as soon as it is discovered.

BLH Technologies, Inc.	Independent Contractor		
	Stiver Efferer		
Signature	Signature		
Benjamin L. Harris	Steve Heser		
President and CEO	Director July 7, 2023		
Date	Date		



709 North Eighth Street Milwaukee, WI 53233

рн: 414-286-8149 FAX: 414-286-3209

July 17, 2023

June/July 2023 Director's Report

#### Summary of activities

#### System Activities

- Belinda Lai started her first day with MCFLS as Library Systems Technician on July 10. She's already met with our team prior to starting and accompanied our group at the American Library Association conference in late June.
- All five consultants that we've reached out to regarding the system RFP for consulting services for our next strategic plan have reached out to us with questions. The RFP proposals are due on July 28 and the Legislative and System Services committee will meet August 1 to likely decide on a consultant to forward to the MCFLS Board at the August 21 meeting.
- I submitted our 2024 budget request and Racial Equity Budget Tool responses with the County soon after the June MCFLS Board meeting.

#### Grant activities

- The virtual library center grant that works to promote the All of Us program was approved in early July and is moving forward. West Allis is also participating in the grant, with upgrades to technology and video displays being part of their grant.
- MCFLS is participating in setting up health literacy mixer boxes that can be used by partners at the Medical College or interested member libraries. The total amount covered is roughly \$62,000 and MCFLS will be reimbursed later this year. Our team is meeting with organizers to go over next steps.

#### State activities

The SRLAAW workgroup has reviewed a second draft of the compensation study and is close to introducing the report along with an explanatory video to the larger SRLAAW committee. I've also submitted a proposer's agreement to lead a session discussing the findings of the report at the WLA conference in late October.

#### **Upcoming Activities**

- 1. Work with SRLAAW workgroup on finalizing compensation survey activities.
- 2. Develop and submit a revised 2023 system budget to the Finance and Personnel committee.
- 3. Work with the Legislative and System Services committee on identifying a consultant to work on strategic planning activities.

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