

Memorandum of Understanding

Between:

The Corporation of The City of Kawartha Lakes

(hereinafter referred to as the “Municipality”)

-and-

The City of Kawartha Lakes Public Library Board

(hereinafter referred to as the “Board”)

WHEREAS the Board is a Public Library Board that has been established pursuant to the provisions of the Public Libraries Act, R.S.O., 1990, c. P.44 (hereinafter referred to as “the PLA”) as amended and which operates the public libraries within the geographic boundaries of the City of Kawartha Lakes in accordance with the provisions of that Act;

WHEREAS the Municipality is a municipal corporation incorporated pursuant to the provisions of the Municipal Act, 2001, SO., 2002, c.25 as amended;

WHEREAS the Municipality employs staff who have developed expertise in areas that include administration, human resources, financial services, building and facilities management, realty services, legal, risk management, courier services and information systems support;

WHEREAS it is important to the Municipality and the Board to improve efficiency in delivering municipal services, including library services, to the residents of the Municipality;

AND WHEREAS the Municipality and Board wish to enter into a Memorandum of Understanding to outline the services and support the Municipality is prepared to provide to the Board in providing public library services to the public;

Now therefore The Municipality and The Board hereby state as follows:

1. The Municipality and the Board hereby acknowledge:

- (a) The Board is an independent entity and separate from the Municipality, subject to the provisions of the PLA, and has been established to provide public library services to the residents of the Municipality;
- (b) The Municipality is an independent entity and separate from the Board and provides municipal services to the residents of the Municipality pursuant to the provisions of the Municipal Act, 2001 and related legislation; and,

- (c) The Municipality annually reviews and approves budgetary estimates received from the Board for the operation of the Board in accordance with Section 24 of the Public Libraries Act.
2. The Municipality agrees that it will provide and make available to the Board during the term of this Memorandum of Understanding those services that are listed and more particularly described in Schedule A attached hereto and form part of this Memorandum of Understanding. The Municipality and the Board acknowledge that this Memorandum of Understanding applies only to those services listed and described in the schedules attached hereto.
 3. The Board and the Municipality agree that while the Board empowers the Municipality as its agent in order to provide services to the Board, the Board may establish its own policies, procedures and management directives. Services provided by the City to the Board will be in accordance with City policies and directives.
 4. The Board and the Municipality acknowledge that the Municipality is able to provide those services as set out in Schedule A attached hereto with existing Municipality staff and equipment. In the event the Municipality requires additional staff, equipment, or software to provide the services to the Board as set out in the Schedules attached hereto, the cost of engaging staff or acquiring the equipment or software shall be borne by the Board. The parties agree that no new costs will be charged to the Board unless the cost has been approved in writing by the Board prior to any expenditure by the Municipality.
 5. The Chief Administrative Officer (CAO) for the Municipality and the Chief Executive Officer (CEO) for the Board shall each designate members of their respective staffs to address any issues that may arise out of the operation of this Memorandum of Understanding. If designated staff cannot resolve operational issues, then the CAO and CEO will discuss the issue and will make best efforts to reach a consensus.
 6. The Municipality and the Board hereby agree that the Board will appoint the City Treasurer as the Treasurer of the Library Board in order to allow the Municipality to act as the Board's agent in regards to financial matters.
 7. The Board will present its proposed annual operating budget to Council in accordance with the Municipality's Budget Policy and in the format requested (Public Libraries Act, R.S.O. 1990, c. P.44, s. 24.). The Board acknowledges and agrees that the Municipality has unfettered discretion to amend the proposed budget presented to it by the Board prior to approval. Throughout an operating year, the Municipality may by by-law (resolution of Council) further amend the budget originally approved for library services for that year, only at the request of the Board.

8. The Board will provide its Capital Cost estimates on an annual basis to the Manager of Corporate Assets in the format required and per the timeline established in the annual budget calendar.
9. The Municipality is not responsible for any costs incurred by the Board in excess of its approved (as may be amended) budget for a particular year. The Board will be responsible for costs incurred in excess of the approved budget. A resulting annual operating surplus (for 2017 and following years) will be placed in a Reserve under the control of the Library Board, and may be used to cover any potential future library deficits or future Council approved library operating or capital budget needs, at the request of the Library Board.
10. Ownership (including tenancy rights and obligations) of all real and personal property of the property managed by the Board is the property of the Municipality. This includes all library locations as may be changed from time to time, and all chattels within those locations. The Board retains ownership of all library collections and shelving. Cash and Bank accounts are managed by the Municipality.
11. Ownership of all intellectual property used, managed or created by or for the Board's purposes in operating library services in the City of Kawartha Lakes is the property of the Municipality, with the exceptions of the following: patron database, bibliographic records, electronic resources and licenses. These remain the intellectual property of the Library Board.
12. The Municipality and the Board hereby agree that this Memorandum of Understanding will come into effect on the first day of September 2017 and shall continue until such time as either party amends or terminates this Memorandum of Understanding in accordance with the provisions of paragraphs 13 and 14 below.
13. This is the entire operating agreement between the Municipality and the Board. Any amendments to this Memorandum of Understanding will be reduced to writing and signed by the approved signing officers (noted below).
14. The Municipality and the Board hereby agree that either party to this Memorandum of Understanding may terminate the Memorandum of Understanding upon providing to the other party no less than six months prior written notice of its intention to terminate this Memorandum of Understanding.
15. Any matters in dispute between the parties in relation to this Memorandum of Understanding (and amendments thereto) may be referred by either party to binding mediation by an agreed-upon mediator.
16. The Board and the Municipality acknowledge that the CAO and the CEO each have the authority to execute this Memorandum of Understanding on behalf of the Municipality and the Board respectively and also have the authority to make such amendments to this Memorandum of Understanding as may be necessary including

the authority to terminate this Memorandum of Understanding in accordance with the provisions of paragraph 14.

17. Any notice or other communication to be given in connection with this Memorandum of Understanding shall be given in writing and may be given by personal delivery, facsimile, email or by registered mail addressed to the recipient as follows:

To the Municipality:

The Corporation of the City of Kawartha Lakes
P.O. Box 9000, 26 Francis Street,
Lindsay, Ontario K9V 5R8
Attention: Chief Administrative Officer

To the Board:

City of Kawartha Lakes Public Library Board
P.O. Box 9000, 190 Kent Street West,
Lindsay, Ontario K9V 2Y6
Attention: CEO

or such other address or individual as may be designated by written notice by either party to the other. Any notice given by personal delivery or facsimile shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by registered mail, on the third day not counting Saturday, Sunday or statutory holiday in Ontario, following the deposit thereof in the mail.

18. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Province of Ontario.

19. Neither this Memorandum of Understanding nor any of the rights or obligations of either of the parties hereunder may be assigned without the prior written consent of the other party to this Memorandum of Understanding.

In Witness Whereof the parties have executed this Memorandum of Understanding

Signed, Sealed and Delivered
in the presence of

The Corporation of The City of Kawartha Lakes

Andy Letham, Mayor

Judy Currins, Clerk

The City of Kawartha Lakes Public Library Board

Library Board Chair

Chief Executive Officer

Schedule A

Services Provided by the Municipality to the Library Board

The Municipality annually reviews and approves a monetary grant allocation to the Library Board for the provision of public library services to the City of Kawartha Lakes. As such, once the allocation is approved by Council, the funds then come under the control of the Library Board in accordance with the Public Libraries Act, R.S.O. 1990, Section 24. In addition to this grant, the Municipality provides an in-kind contribution in the form of the following administrative services.

Accounting and Purchasing Services

Accounting Services

The Municipality will provide accounting services with respect to the recording and reporting of all financial transactions for the Library. These services will include:

- Accounts Payable
- Accounts Receivable
- Deposit record and reconciliation
- Annual Budget administration
- Annual Audit requirements
- Monthly Statements for the Board's Review
- Financial Information Return recording
- Insurance
- Purchase/Credit Card administration
- Donation receipts
- HST/GST reconciliation

Purchasing

The Library agrees to operate under the Municipality's Purchasing policy. The Municipality will provide the Library with assistance with requests for quotations, proposals, tenders and policy development.

Human Resources

The Library acknowledges that library staff are the employees of the Municipality and as such, the Municipality will have exclusive jurisdiction and take the lead on all issues pertaining to Code of Conduct, payroll, benefits, health and safety, labour relations, pay equity and collective bargaining. The Library will operate within the established guidelines and policies of the Municipality in these regards.

Code of Conduct

The Code of Conduct for the Municipality's employees fully applies to staff working at the libraries throughout the City of Kawartha Lakes.

Payroll

The Municipality will administer the bi-weekly payroll for library staff. This will include all payroll related activities and benefit administration, including pension requirements.

Health and Safety

The Library will support the Municipality with respect to health and safety matters of library staff. These will include:

- Assistance to the Municipality to ensure compliance with current legislated Health and Safety matters at all library locations.
- Assistance to the Municipality to respond to day-to-day Health and Safety issues that arise.
- Assistance to the Municipality in the preparation, monitoring and follow-up of WSIB claims.

Labour Relations and Collective Bargaining

The Library will support the Municipality in matters of labour relations and collective bargaining. These will include:

- Advice and assistance to the Municipality on grievances, discipline and labour relations issues that involve library staff.
- Advice and assistance to the Municipality in the preparation and implementation of policies related to labour relations.
- Advice and assistance to the Municipality concerning day-to-day labour relations issues that arise.
- At the invitation of the Municipality, the Library CEO will provide support and assistance with the collective bargaining process.
- Advice and assistance on interpreting and following the Collective Agreement.

Pay Equity

The Library will support and assist the Municipality in matters pertaining to Pay Equity. This support would include:

- Assistance in amending and/or creating new job descriptions.
Advice and assistance in the maintenance of the Pay Equity Plan.

Building Facilities and Infrastructure

The Municipality owns and/or leases the facilities occupied by the Board for the purposes of library services. The Municipality will provide the services listed below to the Library at Municipally-owned facilities in accordance with the Municipality's standards, policies and directives:

- Day-to-day facilities management operations.
- Cleaning and cleaning supplies.
- Repair, maintenance, and inspection routines.
- Procurement and administration of service contracts.
- Procurement of facility-related furniture.
- Strategic planning/management of realty assets to ensure performance/value over life cycle; recommending whether to hold, improve, acquire or dispose.
- Facility-related furnishings and equipment.
- Trouble call response and management.
- Planning and scheduling of major capital investments.
- Energy management.
- Physical security and regulatory compliance.
- Room set-up (only where staffed by the Municipality's cleaners).
- Landscaping and grounds care.
- Requirement analysis and program development, and other building related consulting.

The Municipality will provide advice to the Board on the services listed above for sites that are leased for library services. For leased spaces, the landlord or a third party will provide maintenance and the cost is borne by the Board.

Winter Control

The Municipality will maintain snow removal services at library locations owned by the Municipality to the same standards used at all City owned facilities. Snow removal at library sites leased for library services are the responsibility of the Library Board.

Information Technology

The Municipality will administer the Library's computer network and systems. The administration of the library's specialized library automation software and public WIFI network will remain the responsibility of the Library (while ownership remains with the City). Services provided by the Municipality will include:

- Provide installation, configuration and support for computer hardware, printers, copiers, scanners, multifunctional devices, telephones, cell phones or any technology based purchases in order to support library operations in all its locations.
- Manage the library's Internet access, virus protection, firewall for all library locations. Access to the Internet and filtering will be in accordance with the Library Board's Internet Access policy.
- Provide email services and spam filtering.
- Manage software installation, configuration, licensing and update patches.
- Provide access to Municipality shared network resources, financial systems and online utilities (e.g. ERP).
- Provide support on software and hardware via the Municipality's Helpdesk or IT ticket system.
- Provide consultation services on technology.
- Provide the library with disaster recovery and business continuity planning services as part of the Municipality's master plan.

Inter-branch Courier Service

The Municipality will provide courier service between all library branch locations at a service level deemed mutually agreeable by both the City and Library Board. Where mutual agreement is not achieved, the Municipality will determine. The Board would then have the option to provide Courier service at its own cost and within approved budget limits.

Administrative Services

Other services that the Municipality agrees to provide to the Library Board are:

- Risk management support and legal advice.
- Advice and support on accessibility legislation, requirements and compliance.
- Records management of library corporate documents.
- Realty services advice and support.
- Advice and support concerning marketing, advertising and communications of library services to the general public.
- Asset management support.

These in-kind contributions provided by the Municipality, may change annually with the mutual agreement of the Municipality and the Board. This schedule does not document the total dollar value of the contributions but merely identifies the types of administrative services that are provided to the Library Board in addition to the annual monetary grant provided during the annual budget process.

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) Requests

The Board agrees to operate under MFIPPA. Formal MFIPPA requests for information will be processed through the Clerks' Division.

Municipality and Library Interaction

The City CAO and Library CEO will meet as required to discuss matters of common interest and concern between the Municipality and Library.

While it is understood that the Library CEO does not have the authority to direct City Staff other than library employees, it is agreed that the CEO may directly approach City Directors, Managers and other staff for assistance and support as necessary to coordinate those in-kind services identified in the Schedule.

The Library CEO will ensure that City Directors are contacted directly in regards to matters involving City policies or directives, budgets or staff workloads. The Library CEO may directly contact City managers or staff in regards to day-to-day operational matters.

Schedule B

Services Provided by the Library Board to the Municipality

The Library Board agrees to provide the following services for the Municipality from each of its branch locations (unless otherwise stated below):

- Sale of burn permits.
- Sale of dog tags.
- Sale of garbage tags.
- Sale of recycling bins (selected branches as mutually agreed upon).
- Burial permits (Fenelon Falls Branch only).
- Sale of Bulk Water purchases (Fenelon Falls Branch only).
- Commissioner of Oaths (Fenelon Falls and Woodville Branches only).
- Distribution of City publications, surveys and information flyers.

The Library Board agrees to:

- Adherence to all applicable City policies, management directives and collective agreement(s).
- Adherence to MFIPPA when releasing information to the public.
- Sale of other City products and services as mutually agreed upon.
- Customer Services commonly provided at Municipal Service Centres, where appropriate and mutually agreed upon.
- Sharing of research, data and information, where available, to support City reviews, programs, services, plans and studies.
- Use of library space and meeting rooms, when available, to conduct City business at no charge.
- Use of space and staff resources, where available and mutually agreed upon, to support municipal elections.