

Memorandum of Understanding

Between:

The Corporation of the City of Peterborough (the “City”)

and

The Peterborough Public Library Board (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 (the “PLA”) as amended and which operates the Public Library in accordance with the provisions of that Act;

And Whereas the City is a municipal corporation incorporated pursuant to the provisions of the **Municipal Act, 2001**, SO., 2002, c.25 as amended (the “Municipal Act”);

And Whereas the Board and the City are committed to working harmoniously and cooperatively to deliver library services to the citizens of the City of Peterborough;

And Whereas the City can provide expertise through the provision of various services and support;

And Whereas it is important to the City and the Board to improve efficiency in delivering municipal services, including library services, to the residents of the City;

And Whereas the City and Board wish to enter into a Memorandum of Understanding (“MOU”) to clarify the roles of the Board and outline the services and support the City is prepared to provide to the Board in delivering and administering public library services to the public;

And Whereas the City and the Board acknowledge and agree that the terms and provisions of this MOU apply only to the services and responsibilities set out in Schedules A and B attached hereto and reflect the arrangements and practices of both the City and the Board as of the date of execution of this MOU.

Now Therefore the City and Board hereby state as follows:

1. **Independent Legal Entities**

- a) The Board is an independent entity and separate from the City, subject to the provisions of the PLA, and has been established to provide public library services to the residents of the City;

- b) The City is an independent entity and separate from the Board and provides municipal services to the residents of the City pursuant to the provisions of the Municipal Act and related legislation; and
- (c) The Parties agree that this MOU is a statement of intent only and is not meant to create legally binding obligations between the parties.

2. Governance

- a) City Council appoints the Board with a term concurrent with the term of the appointing Council or until a successor is appointed and may be reappointed for one or more further terms.
- b) The Board is composed of representation as follows: 2 City Council members; 1 Friends of the Library member; 1 Library Foundation member and 5 members at large. Such representation may be put forward by the Board to City Council for consideration.
- c) The Board shall be composed of at least 5, but no more than 9 members and City Council shall not appoint more than 4 members of Council to the Board.
- d) Board appointees shall meet the qualifications as set out with section 10 of the PLA.

3. City Provision of Services

- a) The City agrees that it will provide and make available to the Board during the term of this MOU those services that are listed and more particularly described in Schedule "A" attached hereto and form part of this MOU. The City and the Board acknowledge that this MOU applies only to those services listed and described in the Schedule attached hereto.
- b) The Board and the City acknowledge that the City is able to provide those services as set out in the Schedule A and which may be amended from time to time, with City staff and equipment. The cost for the provision of the services will be set out in the budget submitted to the City by the Board. The City annually reviews and approves budgetary estimates received from the Board for the operation of the Board in accordance with Section 24 of the PLA.

4. Board Responsibilities

- a) The Board agrees that it is responsible for certain legislative requirements, such as those listed and more particularly described in Schedule "B", attached hereto.
- b) The Board shall employ the Library CEO, who shall have the key responsibilities as set out in Schedule "C", attached hereto.

5. Assets and Facilities

- a) The City and Board agree that Assets and Facilities include both land and buildings, as listed in Schedule “D”, attached hereto.
- b) The Board and City agree that assistance with day-to-day maintenance and preventative maintenance of Library facilities, including management of capital renovation and rehabilitations projects, will be provided by the City.
- c) The Board acknowledges that no acquisition or disposition of real property can occur without City approval, in accordance with section 19 of the PLA.
- d) The Collection is an asset owned and managed by the Board. The Collection shall mean, but not be limited to the following: the total accumulation of books and other materials owned by a library, catalogued and arranged for ease of access, which often consists of several smaller collections (reference, circulating books, serials, government documents, rare books, special collections, etc.).

6. Partnerships and Public Relations

- a) The City and Board agree that they both may work with community partners, to provide an avenue to promote the library and its services through sponsorship, advertising and partnership opportunities.
- b) The Board acknowledges that the City has a Sponsorship, Naming Rights and Advertising Policy that it utilizes to generate non-tax revenue by working with community partners to promote their company's brand or service by reaching out to audiences that utilize various City services. The City will seek endorsement from the Board for any sponsorship or partnership opportunities that may promote the library, its services or programs.
- c) The Board may work on sponsorship and partnership opportunities independently of the City on matters relating to advertising, programming, and other library specific services.

7. Board Appointment of a Treasurer

- a) The Board shall appoint the City's Director of Corporate Services, or their designate as the Treasurer in accordance with section 15.4 of the PLA.
- b) The Board Treasurer will receive and account for all the Board's money; open an account or accounts in the name of the Board in a chartered bank, trust company or credit union approved by the Board; deposit all money received on the Board's behalf to the credit of that account or accounts; and disburse the money as the Board directs.

8. Development of Policies

- a) The Board shall consider and may use City policies in order to comply with the powers and duties of a board as set out in section 28 of the PLA.
For greater clarity the Board presently complies with the following: Human Resource; Procurement; Financial; Procedural and Accessibility policies.
- b) The Board acknowledges and agrees that the City in providing the services as set out in Article 3 and Schedule A of this MOU, will comply with any and all applicable policies.
- c) Operational policies that affect the programs and services of the library shall be the Board's responsibility.

9. Resolution of Issues

The Chief Administrative Officer (CAO) or designate for the City and the Chair of the Board shall each designate members of their respective staff to address any issues that may arise out of the operation of this MOU.

10. Effective Date and Termination

- a) The City and the Board hereby agree that this MOU will come into effect on the first day of xxx and shall continue until such time as either party terminates this MOU in accordance with the provisions of paragraph 10(b) below.
- b) The City and the Board hereby agree that either party to this MOU may terminate the MOU upon providing to the other party no less than six months prior written notice of its intention to terminate this MOU.

11. Amendments to MOU

- a) If at any time during the term of this Agreement the parties shall deem it necessary or expedient to make any alteration or addition to this MOU, they may do so by means of written amendment between them which shall be supplemental to and form part of this MOU.
- b) The Board and the City acknowledge that the CAO and the Board Chair each have the authority to execute this MOU on behalf of the City and the Board respectively and also have the authority to make such amendments to this MOU as may be necessary including the authority to terminate this MOU in accordance with the provisions of paragraph 10.

12. Notice

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

To the City:
The Corporation of the City of Peterborough
500 George Street North
Peterborough, Ontario K9H 3R9
Attention: CAO

To the Board:
Peterborough Public Library Board
345 Aylmer Street
Peterborough, Ontario
Attention: Library Board Chair

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 holidays in Ontario, following the deposit thereof in the mail.

13. Assignment

Neither this MOU 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 MOU.

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 Peterborough

Chief Administrative Officer

Clerk

The Peterborough Public Library Board

Per: _____

Per: _____

SCHEDULE A – SERVICES PROVIDED BY THE CITY TO THE BOARD

Human Resources

The City Human Resources Department will provide advice and support to the Library as follows:

- 1) Health and Safety:
 - advice of pending and current legislation related to Health and Safety
 - advice interpreting and managing Library Benefit plans assistance in the preparation and implementation of Health and Safety programs
 - advice and support on day-to-day Health and Safety issues that arise
 - assistance in the preparation, monitoring and follow-up of WSIB claims
- 2) Labour Relations:
 - advice of pending and current legislation related to Labour Relations
 - advice on grievances, discipline and after labour relations issues
 - advice and assist in the preparation and implementation of Policies related to Labour Relations
 - advice and support on day-to-day Labour Relations issues that arise
- 3) Collective Bargaining
 - advice and assistance interpreting and following the Collective Agreement
 - advice and assistance preparing for Collective Bargaining, and throughout the bargaining process as required
- 4) Pay Equity
 - assist in amending and/or creating new Job Descriptions
 - advice and assistance in the maintenance of the Pay Equity Plan
- 5) Library Payroll
 - provide all applicable payroll services

6) Recruitment

- coordinate the recruitment process, including advertising for positions
- coordinate the interview appointments and draft interview questions with consultation with managers
- conduct reference checks

7) Discipline / Termination

- provide guidance and direction advice regarding specific discipline measures
- involved in all aspects of termination process including seeking advice from outside legal counsel

8) Performance Review

- performance reviews are only conducted for management staff
- provide Performance Review forms and ensure receipt for employees file
- for new employees, provide Probationary Review forms and ensure receipt for employee file

Finance Department

The City Finance Department will provide the following financial services to the Library:

1) Purchasing services

The parties agree that any purchases made by the City for the Board pursuant to this MOU will comply with the City's purchasing protocols and policies as they may exist from time to time.

2) Accounts Receivable services

3) Operating and Capital budget assistance/preparation

4) Accounts Payable services

5) Banking/cash management/investment services

6) Financial statements preparation and audit services

7) Commodity Taxes remittance/reconciliation

8) Appointment of an Auditor

9) CRA annual submission for charitable rebate status

10) Purchasing By-law compliance and monetary approvals for purchases

11) AODA support

Information Technology Services

The following services are provided to the Library:

1) Server Administration

- installation, configuration, troubleshooting and support
- performance monitoring of key IT systems
- backup and recovery

2) Lifecycle Management including Procurement of

- computer hardware and software
- servers, routers, switches, wireless
- maintain accurate inventories

3) Data Communications (switches, routers, wireless, etc)

- installation, configuration, troubleshooting and support
- performance monitoring

4) IT Security

- oversee the deployment, integration and initial configuration of all new security solutions
- oversee the design and execution of vulnerability assessments, penetration tests and security audits
- coordinate remedial action for security audit recommendations and known security vulnerabilities
- facilitate regular security awareness training
- oversee the administration of IT security systems (firewalls, anti-malware etc)
- provide project management for IT security related projects

5) Day to Day IT Support for Library Staff (excludes Library patrons)

- break fix
- computers, printers, mobile devices

6) IT Leadership and Management

- IT needs assessment
- IT project management
- IT procurement

- assist with developing and executing IT strategy for Library

Insurance and Risk Management

1) Insurance Coverage

- Board members are insured so long as they are acting within the scope of their appointment as a board member and in accordance with the PLA.
- Dela Fosse Branch insured for building and contents
- Contents at the temporary Branch including the Fine Arts

2) Risk Management

- Provides corporate insurance and risk management programs, including the acquisition of property, equipment and vehicle insurance; insurance requirements for contracts and leases; risk assessment; risk management training; incident reporting; and claims handling.

City Clerk's Office As Recording Secretary

- 1) Agenda creation, posting to website, sending to Board members electronically, providing paper copies at meeting.
- 2) Preparing meeting Minutes.
- 3) As required provide advice on procedural matters including items for closed meetings.
- 4) Advertising in local newspaper for changes to meeting schedule or for special meetings.
- 5) Advertising for vacancies and works with the Council Selection Committee to find members for the Board.

Property Management

- 1) Assistance with day-to-day maintenance and preventative maintenance of Library facilities, including management of capital renovation and rehabilitations projects.

Community Services

- 1) Community Services Department:

- as delegated by the City's Chief Administrative Officer, the Director serves as City liaison to the Library Board and Library CEO
- provides advice on matters relating to relations with City and provision of City Services
- attends Library Board meetings on invitation from the Chair or on matters related to City services
- currently reviews staff reports to the Library board, proof reads, formats, and edits as needed
- serves as Library advocate/ liaison on reports going to Administrative Committee or Council
- approves expenditure over \$10,000 up to \$25,000 in accordance with Corporate Financial Policies and Purchasing By-law
- serves as a resource to Library CEO on budget matters including: preparation, submission, defense, and monitoring
- serves as a resource to the Library CEO on matters relating to City/Corporate policies and procedures, facility management and capital improvements, and property matters
- serves on Library Joint Union/Management Job Evaluation Committee and attends Joint Union Management meetings
- invites Library Board and/or staff participation in Community Services Department community development and strategic planning initiatives

2) Arts Culture & Heritage Division

- Library Board and/or staff are invited to participate in divisional community development and strategic planning processes, like the Municipal Cultural Plan
- Library can benefit participate in and benefit from Public Art projects and initiatives
- Library CEO invited to attend monthly peer meetings with Manager of Division, Heritage Preservation Officer, Museum Director, and Gallery Director

3) Recreation Division

- Library is able to market and promote its services through advertising/ participation in the division's Leisure Services Guide, with 30,000 copies published and distributed twice annually
- Library Board and/or staff are invited to participate in Division led community development and strategic planning processes like Vision 2025 and the development of the Recreation, Sport and Leisure Policy
- Library staff participated in search for alternative to CLASS software replacement and development of Facility Room Booking and Program Registration Policies and procedures

4) Sustainability Division:

- Library Board and/or staff are invited to participate in Division led community development and strategic planning processes like the Integrated Community Sustainability Plan, and the Climate Change Action Plan; and to post progress on Sustainable Peterborough website and annual Report Card

Utility Services Department

1) Transportation

- Provides Library with free parking for 25 designated staff at Louis Street Parking Lot. The Library shall pay for additional spaces as needed. Development of the City's new Civic Park on Louis Street will necessitate the Utility Services Department to accommodate parking spaces in the Simcoe Street Parking Garage. With the renovation of the Main Branch parking spaces will be provided along with applicable pay and display machine, signage and maintenance of lot (including snow clearing). Enforcement of parking by-law will be City's responsibility
- Provide and maintain bike racks outside the Library.

2) Public Works

- snow removal from the new sidewalk south of the Library adjacent Provides to the current Shoppers Drug Mart as well as all City walkways
- Will maintain the green areas in the proposed plaza.

Legal Services

- 1) Provide a range of legal advice on issues related to legislation impacting on all library services such as employment and labour law; by-law and policy drafting; real estate; contractual agreements; litigation and risk management.
- 2) Review and draft contractual agreements.
- 3) Provide real estate support including but not limited to the drafting of all real property documentation including leases; agreements of purchase and sale; easement and encroachment agreements.

SCHEDULE B – BOARD RESPONSIBILITIES

- 1) Appointment of an Auditor
- 2) Appointment of a Treasurer
- 3) Appointment of a Board Secretary
- 4) Preparation of a budget to be presented to the City
- 5) Responsible for Ministry grant funding applications and keeping of statistics
- 6) Regulatory Compliance
- 7) Appointment of CEO
- 8) Specific library services or programs
- 9) Create a Strategic Plan
- 10) Liaison with Friends of the Library
- 11) Develop policies for governance and operational activities
- 12) Programming
- 13) Management of the Collection
- 14) Management of the facilities
- 15) Signing Collective Agreement

SCHEDULE C – ROLE OF LIBRARY MANAGER/CEO

DRAFT

SCHEDULE D – ASSETS AND FACILITIES

a) Land and Building - Main Branch

359 Aylmer (former office of Usher Dwyer)

Sidewalk on south side of Library with 2 accessible parking spaces at Shoppers

Sidewalk on north side of Library

30 parking spaces at Seven Hills

b) Land and Building - Dela Fosse

c) Collection

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