

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE OAKVILLE PUBLIC LIBRARY BOARD
(herein referred to as the “Library”)

- and -

THE CORPORATION OF THE TOWN OF OAKVILLE
(herein referred to as the “Town”)

WHEREAS the Library is a public library board and independent corporation established and operating under the *Public Libraries Act, R.S.O., 1990, c. P.44* as amended (“PLA”), the *Oakville Public Library Board Procedural By-Laws, July 12, 2016* (“Library By-Laws”) and has separate charity status under Canada Revenue Agency.

WHEREAS the Town is a municipal corporation and the library is a local board of the municipality pursuant to the provisions of the *Municipal Act, 2001, S.O., 2002, c.25* as amended (“Municipal Act”).

WHEREAS the Library and the Town have a shared commitment to work together to deliver efficient and cost effective library services to the residents of the Town of Oakville.

WHEREAS the Town employs staff who have expertise in areas that include financial services, information systems, facility and construction management, committee and board support, legal and other services as required.

WHEREAS the Library would like to utilize the Town’s staff expertise in certain functions to benefit the Library.

AND WHEREAS the Library and the Town wish to enter into a Memorandum of Understanding (“MOU”) to outline the roles and responsibilities within their partnership in the delivery of library services to the residents of the Town.

NOW THEREFORE THE LIBRARY AND THE TOWN HEREBY STATE AS FOLLOWS:

1. General Agreement

- a. The Library will deliver library services in compliance with the PLA, the Municipal Act and Library By-Laws. The Town will support the Library in its delivery of library services and act in accordance with its municipal obligations and duties within the PLA, the Municipal Act and Library By-Laws.
- b. The Town will provide staff resources to support the Library as per the service agreements attached hereto in areas of financial services, information systems, facility and construction management, committee and board support and legal. Service agreements are currently in place for financial services and information systems – originally dated in 2003 and updated in 2010.

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2. The Library and the Town hereby acknowledge each party's status and responsibilities arising out of the PLA and Library By-Laws:
 - a. The Library is a separate and independent local board of the municipality with independent charity status from the Town and is subject to the provisions of the PLA. Public libraries in Ontario act under the management and control of a public library board (PLA s.3.3).
 - b. The Library is responsible for providing free library admission and free use of library materials (PLA s.23.1, 2), that are comprehensive and efficient and reflect the unique needs of the community and the Library's Strategic Plan. In its' provision of library services, the Library establishes its own policies, procedures and management directives, adopting Town policies where appropriate.
 - c. The Library Board ("Board") approves the annual budget and is accountable to Town Council through the submission of annual budget estimates for library operations and capital (PLA s.24.1). The Library must also submit to the Town, audited financial statements and have an annual audit utilizing the Town's auditor.
 - d. Town Council annually reviews and approves budgetary estimates and subsequently provides the Library with the proposed budgetary allotment required to carry out its duties of providing library services (PLA s.24.2).
 - e. The Library is accountable to the Ontario Minister of Culture, whereby to receive its annual and periodic grants from the province, it is required to submit annual statistics and financial information and other information as requested (PLA s.20 (f)).
 - f. Town Council appoints members to the Board with a minimum of five members and up to nine members (PLA s.9.1 and Library By-Laws respectively). Council members on the Board must be a minimum of two and up to a majority of the Board less one (Library By-Laws and PLA s.10.2 respectively). Board members serve for the same term as Council (PLA s.10.3).
 - g. The Board will elect a Chair, Vice-Chair and an Executive Committee on an annual basis (PLA s.14.3, Library By-Laws).
 - h. Once the Board is appointed by the Town and is established, the Board will appoint a Library Chief Executive Officer ("CEO") who shall have general supervision over and direction of the operations of the library and its staff and shall be assigned other powers and duties (PLA s.15.2).
 - i. The CEO is the Treasurer and Secretary appointed by and reporting to the Board. The Board may choose to appoint or delegate an alternate Treasurer and/or Secretary other than the CEO. (PLA s.15.3-5 and Library By-Laws).
 - j. All Library employees, including the CEO, are employees of the Library not the Town (PLA s.15.1, 2).

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3. The Library and the Town hereby acknowledge their roles and responsibilities within the context of the MOU as it relates to the operations of the Library:
 - a. The CEO shall be a member of the Town's Senior Management Team and shall have a liaison relationship with the Town's Commissioner of Community Services and the Commissioner of Corporate Services with respect to Town delivered services;
 - b. The CEO shall receive Town Council agendas and minutes and attends Council and/or committee meetings when agenda items are relevant to the Library;
 - c. The CEO will provide the Town with Board meeting agendas and minutes for information purposes only;
 - d. On behalf of and with direction from the Board, the CEO is responsible for the following:
 - i. Ensures efficient and comprehensive library operations;
 - ii. Leads the strategic planning process and develops annual action plans reflecting the strategic plan as approved by the Board;
 - iii. Monitors the budget including variance reports and forecasts;
 - iv. Advocates on behalf of the Library for provincial and federal funding;
 - v. Represents the Library and works with the Town on joint initiatives.
 - e. The Town is the owner of the properties tenanted by the Library except for those locations where the Library is a tenant of the Halton District School Board. The Library retains ownership of all Library collections and any other assets purchased by the Library.
 - f. The Library is a named insured on the Town's public entity policies, which includes the following coverage: general liability, errors and omissions liability, non-owned automobile and comprehensive crime. The Library is accountable for the deductible payment on any claims relating to the Library.
4. In support of the ongoing operation of the Library, the Town shall provide the following services, at no cost, during the term of this MOU to the Library:
 - a. Services provided by the Town to the Library are listed in summary below and will be provided in accordance with Town policies and directives and more particularly described in the schedules attached hereto and form part of this MOU:
 - i. Schedule A – Financial services agreement. The Town will provide a complete suite of financial support and accounting and budgeting systems, preparation of year end statements, payroll, benefits, financial reporting and analysis and purchasing services.
 - ii. Schedule B – Information services agreement. The Town will provide software and hardware technology, networking and systems support and access to standard Town desktop applications for both the library staff and the public within the branches. In some instances, Library technology is unique to the operation of

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libraries and will require Town staff to be knowledgeable in such technologies to effectively support Library operations.

- iii. Schedule C – Facilities and construction management services agreement. The Town will designate resources to supervise facility services including building maintenance, repairs and capital project management.
- iv. Schedule D – Board services agreement. The Town Clerk will provide support to the Board and CEO in their duty as Board Secretary. Support such as minute taking at Board's regular meetings, keeping the official corporate record and other procedural tasks as required will be provided.
- v. Schedule E – Legal services agreement. On matters where there is no conflict or possible conflict between the position of the Library and the Town, the Town will provide the Library with access to the same Town legal services provided to other Boards or committees of Council. The Town reserves the right to decline any request for legal services.

5. Terms of understanding:

- a. The Library and the Town commit to ongoing collaboration with regard to services in order to maximize opportunities and minimize duplication and costs.
- b. The Chief Administrative Officer (CAO) for the Town and the CEO for the Library shall designate members of their respective staffs to work together to implement this MOU.
- c. The Library shall provide notice to the Town where differences in policies and services that will impact this MOU. Where possible, the Library will align with Town policies relating to this MOU.
- d. The MOU and the service schedules attached hereto shall be reviewed at the beginning of each Board term and continue or be altered as necessary.
- e. If at any time during the agreement either party deems it necessary to make any alternation or addition to this MOU, they may do so by means of written amendment. Following agreement of execution of the amendment it shall become an addendum and form part of this MOU.
- f. Any matters of dispute, if not resolved by the designated Library and Town employees, will be referred to the CEO and the CAO who will make best efforts to reach a consensus. If the CEO and CAO cannot reach a consensus, disputes may be referred by either party to an arbitration committee of a single arbitrator if the parties agree upon one. Otherwise the arbitration committee will be comprised of three arbitrators, one appointed by each party and a third to be chosen by the first two named arbitrators. The decision of the arbitration committee shall be binding upon the parties and the MOU.
- g. This agreement shall remain in full force and effect for an unlimited time until terminated. Either party must provide one year's notice for termination.
- h. Each party (the "indemnifier") shall hereby fully indemnify, hold harmless and defend the other party, including the other party's officers, directors, mayor and councilors,

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employees, and agents (collectively the "indemnified party") from and against any and all actions, suits, claims and demands and from all loss, costs, charges and expenses, including legal expenses, which may be brought against or made upon the indemnified party, or which may be incurred, sustained, or paid by the indemnified party (collectively, the "claims"), in consequence of the performance or non-performance by the indemnifier of the indemnifier's obligations pursuant to this Agreement, including, but not limited to, any of its maintenance, repair, services, programs and operation obligations, except to the extent that the claims are caused by or contributed to by the negligent act(s) or omission(s) of the indemnified party. This indemnification in respect of any breach, violation, non-performance, damage to property, or injury or death occurring during the Term of this Agreement, shall survive any termination of this Agreement.

The Library and the Town hereby agree that this MOU shall come into effect on *DATE* and shall continue until such time either party terminates this MOU.

This MOU is hereby executed

By the Town:

Council Resolution

CAO

Town Clerk

By the Library:

Board Resolution

Chair

CEO