

Memorandum of Understanding

Between:

The Township of Douro-Dummer
(herein referred to as the "Township")

-and-

Douro-Dummer Public Library Board
(herein 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 Township of Douro-Dummer in accordance with provisions of that Act;

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

Whereas the Township employees have developed expertise in areas that include administration, human resources, financial services, building and facilities management;

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

And Whereas the Township and Board wish to enter into a Memorandum of Understanding to outline the services and support the Township is prepared to provide to the Board in providing public library services to the public;

Now therefore the Township and the Board hereby state as follows:

1. The Township and the Board hereby acknowledge:
 - a. The Board is an independent entity and separate from the Township, subject to the provisions of the PLA, and has been established to provide public library services to the residents to the Township;
 - b. The Township is an independent entity and separate from the Board and provides municipal services to the residents of the Township pursuant to the provisions of the Municipal Act, 2001 and related legislation; and
 - c. The Council of the Township of Douro-Dummer annually reviews and approves budgetary estimates received from the Board for the operation of the Board in accordance with Section 24 of the PLA.

2. The Township 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 Township 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 Township agree that while the Board empowers the Township 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 Township to the Board will be in accordance with Municipal policies and directives.
4. The Board and the Township acknowledge that the Township is able to provide those services as set out in Schedule A attached hereto with existing Township staff and equipment. In the event the Township requires additional staff, equipment, or software to provide the services to the Board as set out in 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 Township.
5. The Chief Administrative Officer (CAO) for the Township and the Chief Executive Officer (CEO) for the Board shall each designate members of their respective staff 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 Township and the Board hereby agree that the Board will appoint the Municipal Treasurer as the Treasurer of the Board in order to allow the Township to act as the Board's agent in regards to financial matters. The Treasurer will attend 3 meetings per year.
7. The Board will present its proposed annual operating and capital budget to Council in the format requested (Public Libraries Act, R.S.O., 1990, c. P.44, s. 24.). The Board acknowledges and agrees that the Township has discretion to amend the proposed budget presented to it by the Board prior to approval. Throughout an operating year, the Township may by by-law or resolution of Council further amend the budget originally approved for library services for that year, only at the request of the Board.

8. A library Operating Reserve will be established which will be under the control of the Library Board and may be used to cover any potential future library deficits or future Council approved library needs. The reserve will not exceed \$20,000. A Library Capital Reserve will also be established which will be under control of the Township and may be used to cover any potential future capital expenses. A capital expense is considered to be anything over \$5,000.
9. The Board will be responsible for monitoring expenditures throughout the year and the Township is not responsible for any costs or deficits incurred by the Board in excess of its approved (as may be amended) operating budget for a particular year. Any annual operating surpluses will be used to top up the Operating Reserve to a maximum balance of \$20,000 and any remaining funds will be placed into the Capital Reserve.
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 Township. This includes all library locations as may be changed from time to time, and all chattels within those locations. Cash and bank accounts are managed by the Township.
11. Ownership of all intellectual property used, managed or created by or for the Board's purposes in operating library services in the Township of Douro-Dummer is the property of the Township, with the exception of the following: patron database, bibliographic records, electronic resources and licenses. These remain the intellectual property of the Library Board.
12. The Township and the Board hereby agree that this Memorandum of Understanding will come into effect on the 1st day of May, 2023 and shall continue until such time as either party amends or terminates this Memorandum of Understanding in accordance with the provisions of paragraphs 12 and 13 below.
13. This is the entire operating agreement between the Township and the Board. Any amendments to this Memorandum of Understanding will be reduced to writing and signed by the approved signing officers below.
14. The Township and the Board hereby agree that either party to this Memorandum of Understanding may terminate the agreement upon providing to the other party no less than six (6) months prior written notice, including a motion of Council or the Board, 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 Township acknowledge that the CAO and the CEO each have the authority to execute this Memorandum of Understanding on behalf of the Township and 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 13.
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 Township:

The Corporation of the Township of Douro-Dummer
894 South St.
Warsaw, ON K0L 3A0
Attention: Chief Administrative Officer

To the Board:

Douro-Dummer Public Library Board
435 4th Line of Douro
Douro-Dummer, ON K0L 2H0
Attention: Chief Executive Officer

or such other address or individual as may be designated by written notice by either part 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 part 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 Township of Douro-Dummer

Elana Arthurs, CAO

The Douro-Dummer Public Library Board

Maggie Pearson, CEO

Schedule A

Memorandum of Understanding
Between:
The Township of Douro-Dummer
and
The Douro-Dummer Public Library Board

Services Provided by the Township to the Library Board

Accounting Services

The Township annually reviews and approves a monetary grant allocation to the Library Board for the provision of public library services to the Township of Douro-Dummer. 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 Township provides an in-kind contribution in the form of the following administrative services.

- Payroll Administration, including all payroll related activities, benefit administration and pension requirements
- Accounts Payable
- Deposit record and reconciliation
- Banking/Cash Management/Investment Services
- Annual Budget administration, including preparation and assistance within Board approved budget lines
- Annual Audit requirements, including Financial Statements
- Asset Management
- Monthly* Reports for the Board's Review (*or as required) which will include current reserve balances.
- Insurance
- Official Income Tax Receipts for Donations to the Library
- HST remittance and reconciliation
- Grant application/submission assistance for grants pertaining to Municipal Services or those using the Township's Business Number
- Calculation of Annual Development Charges
- Maintenance of Library Reserve and Reserve Fund Accounts

Human Resources

Pay Equity

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

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

Labour Relations

The Township will support and assist the Library in matters pertaining to Labour Relations. This support will include:

- Advice and assistance to the Library on performance management and labour relations
- Advice and assistance to the Library in the preparation and implementation of policies related to labour relations
- All requests for human resources assistance from the Library and responses by the Township will be in writing between the CEO of the Library and the CAO of the Township
- All employment status matters, e.g. lay off and recruitment, must be communicated to the Township through a resolution of the Library Board prior to any action being taken by the Township
- The Township will seek out and coordinate any required legal advice and opinions pertaining to human resource matters on behalf of the Library at the Library's expense

Recruitment

Advice and assistance to the Library in matters pertaining to recruitment. This support will include:

- The development of job descriptions, remuneration levels and job postings
- Oversight of the job competition process including committee formation, interview questions, participant selection and recommended candidate

Training

The Township will include Library Staff in any mandatory or related training that is offered to Township Staff.

Facilities

The Township owns the facilities occupied by the Board for the purposes of library services. The Township will provide the services listed below to the Library in accordance with the Township's standards, policies and directives:

- Capital maintenance projects, e.g. furnace repair
- Coordination of Library-funded leasehold improvement projects
- Energy management
- Repairs and maintenance as required for the exterior structures
- Grass cutting and trimming

Winter Control

The Township will plow and salt the parking lot of the library to the same standard used at all municipally owned facilities. Snow will be removed from parking lots as needed or time allows.

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 by the Clerk.

Township and Library Interaction

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

The Board shall manage their budget for all matters relating to the day to day operation of the Library (staff costs, office supplies, janitorial services, phone lines, hydro, propane, and the purchase and/or replacement of the following types of capital assets:

IT	Equipment	Furniture	Books
Monitors	Appliances	Tables/ chairs	Library books
Printers		Carpet/ flooring	E-books
Telephones		Cabinets	DVDs
Computers		Shelving	Audio Books
Tablets, e-readers, accessibility devices			

The Township shall budget for the following capital assets and the maintenance of same as required in the condition assessment and replacement plan:

Building Improvements	Land Improvements
Exterior Brick/ Masonry/ Steel/ Vinyl/ Wood	Parking Lots
Roofing	Ramps
Windows	Flag Pole
Electrical	Grass Cutting
Mechanical Systems/ Piping/ Fixtures	
HVAC Systems	
Septic Tank and Water System	