REPORT TO: STRATFORD PUBLIC LIBRARY BOARD
MEETING DATE: OCTOBER 16, 2023
FROM: KRISTA ROBINSON, CEO
SUBJECT: DRAFT MEMORANDUM OF UNDERSTANDING WITH THE CITY OF STRATFORD

THIS REPORT IS BROUGHT TO YOU FOR DECISION

In 2022, the process to develop a Memorandum of Understanding (MOU) was begun between the City of Stratford and the Library. Over the past few months, library staff have worked with the CAO, Director of Corporate Services and other municipal staff to refine the MOU. The document has seen several iterations as we came to a consensus on the document.

The objective of the MOU is to provide the most efficient and effective administration of municipal and public library services and to eliminate duplication of resources where feasible. This document represents a combination of the current operating relationship, as well as some changes that aim to enhance the relationship through clarity around building and fleet maintenance, financial processes, sharing of spaces, strategic alignment, reporting, MFIPPA, human resources, information technology, and administrative relationships.

The MOU will be taken to the Community Services Sub-Committee on November 16, 2023 for approval.

STAFF RECOMMENDATION

SPL staff recommend: THAT the SPL Board receive the Draft Memorandum of Understanding with the City of Stratford;

THAT the Library Board authorize the entering into the Memorandum of Understanding with the City of Stratford to outline the services and supports to be provided by both parties;

AND THAT the Library Board Chair and CEO be authorized to sign the Memorandum of Understanding on behalf of the Board.

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF STRATFORD
(the "City")

-and-

STRATFORD 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 as amended (the "PLA") and which operates the Stratford Public Library (the "Library") within the geographic boundaries of the City of Stratford in accordance with the provisions of that Act;

AND WHEREAS the City is a single-tier municipality and is a local municipality under the Municipal Act, 2001, c.25 as amended;

AND WHEREAS the Public Library Board is a local board under the Municipal Act, 2001, c.25 as amended;

AND WHEREAS the Council of The Corporation of the City of Stratford adopted By-law 160-85 in place of By-law 664 with respect to the establishment of a public library board and the appointment of the Board Members;

AND WHEREAS the City employs staff who have developed expertise in areas that include administration, human resources, financial services, building and facilities management and information systems support;

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

AND WHEREAS the City and Board wish to enter into a Memorandum of Understanding to outline the services and supports the City provides to the Board and the Board to the City for the delivery of public library services;

NOW THEREFORE THE CITY AND THE BOARD HEREBY STATE AS FOLLOWS:

1. The City and the Board hereby acknowledge:

   (a) The Board is a separate and independent corporate board of the municipality with independent corporate status 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, 2001 and other applicable legislation; and,

   (c) The Council of the City receives annually an estimate of all sums required during the year for the purposes of the Board ["Board estimate"] in accordance with section 24 of the PLA for the operation of the Library.

2. The City agrees that it will provide and make available to the Board during the term of this Memorandum of Understanding, those services that are set out in this Memorandum of Understanding and more particularly described in Schedule A attached hereto and forming part of this Memorandum of Understanding.

3. The Board agrees that it will provide and make available to the City during the term of this Memorandum of Understanding, those services that are set out in this Memorandum of Understanding and more particularly described in Schedule B attached hereto and forming part of this Memorandum of Understanding.

4. The City and the Board acknowledge that this Memorandum of Understanding applies only to those services set out in this Memorandum of Understanding and more particularly described in Schedule A and Schedule B attached hereto.

5. The City and the Board agree that in providing the services set out in this Memorandum of Understanding and more particularly described in Schedule A and Schedule B, the Board may establish its own policies, procedures and management directives. Services provided by the City to the Board for the Library will be in accordance with City policies and directives.

6. The City and the Board acknowledge that the City is able to provide those services as set out in Schedule A attached hereto with existing City staff and equipment. In the event the City requires additional staff, equipment, or software to provide the

services to the Library 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 City and the Board 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 City, or where mandated by legislation enacted by the Province of Ontario.

7. The City and the Board agree that the Chief Administrative Officer (CAO) for the City 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 City CAO and Library CEO will discuss the issue and will make best efforts to reach a consensus.

8. The Board will provide to the City an estimate of all sums required during the year for the purposes of the Board ["Board estimate"] in accordance with section 24 of the PLA. The Board, and/or the Library CEO, will present its annual Board estimate to Council in accordance with the City's Budget Procedures Manual within the prescribed timelines and in the format requested by the City. The Board acknowledges and agrees that Council has unfettered discretion to amend the Board estimate presented to it by the Board for Council approval. Throughout an operating year, the Council may further amend the Board estimate originally approved for library services for that year, only at the request of the Board.

   Notwithstanding the above, when there is/are extenuating circumstances such as an emergency declared by the City lasting more than 8 weeks, City Council may further amend the Board estimate after first consulting with the Board.

   Once the Board estimate is approved by Council, the monetary allocation in the Board estimate then comes under the control of the Library Board in accordance with section 24 of the PLA.

9. The Board will provide its 10-Year Capital Forecast for the Library on an annual basis to the City's Director of Corporate Services in accordance with the City's Budget Procedures Manual within the prescribed timelines.

10. The Board will be responsible for costs incurred in excess of the approved Budget estimate. At the end of every year any surplus in the Budget estimate shall be held by the City in a reserve and directed, managed and controlled by the Board, and any year-end deficit shall be drawn from this reserve. In the event that the

reserve goes into deficit, the amount of the deficit shall be withdrawn from the following year's Board Budget estimate.

11. The City and the Board acknowledge that ownership of all real and personal property as identified in PIN 53141-0011 (LT), PIN 53141-0012 (LT) and PIN 53141-0013 (LT), is in the name of The Stratford Public Library Board.

    The rear parking lot with vehicular access from Church Street and adjacent to the Library is governed by an agreement between the Library Board and St. Andrew's Presbyterian Church.

    The Board owns all library collections and shelving. Cash and Bank accounts that are set up and managed by the City and any balances relating to the Library are the property of the Board.

12. The City and the Board agree that the Library Board is the Employer of the Library CEO and all staff who work at the Stratford Public Library and that the Board bears responsibilities for the management and oversight of all CEO and staff-related matters including but not limited to, terms of employment, compensation, benefits, management, discipline, and termination. Notwithstanding the above, the City and the Board agree that the City provides those services to the Board as set out in Schedule "A" to this Memorandum of Understanding including but not limited to payroll distribution and emittances and WSIB and statutory remittances.

    The City and the Board agree that the Library CEO reports to the Board.

13. The City and the Board agree that ownership of all intellectual property used, managed or created by or for the Board's purposes in operating public library services is the property of the Board, including but not limited to the following: patron database, bibliographic records, electronic resources and licenses.

14. The City and the Board shall indemnify, hold harmless and defend the other party, including the other party's officers, directors, mayor and councillors, employees and agents (the "indemnified party") from and against any and all claims, actions, causes of action, suits, demands, debts, dues, accounts, contracts, demands, costs, expenses, damages, administrative actions, applications, liabilities or other obligations whatsoever which may be brought against or made upon the indemnified party or which may be incurred, sustained or paid by the indemnified party (the "Claims") in consequence of the performance or non-performance by the indemnified party of the indemnified's obligations pursuant to this Memorandum of Understanding inducing but not limited to any of its maintenance, repair, services, programs and operation obligations, except to the extend 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 to any breach, violation, non-performance, damage to property or injury or death occurring during the Term of the Memorandum of Understanding shall survive any termination of this Memorandum of Understanding so long as actions are undertaken.

15. The City and the Board hereby agree that this Memorandum of Understanding will come into effect on the first day of November, 2023 and shall continue until December 31, 2028. The City and the Board shall have the option to renew this Memorandum of Understanding under the same terms and conditions at the end of the Term by providing written notice to the other Party for one (1) additional five (5) year period in accordance with the provisions of paragraphs 16 and 17.

16. This is the entire Memorandum of Understanding between the City and the Board. Any amendments to this Memorandum of Understanding will first be discussed by the City CAO and the Library CEO prior to being provided in writing and agreed upon by both Parties and signed by the approved signing officers noted below.

17. The City 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 (6) months prior written notice of its intention to terminate this Memorandum of Understanding.

18. Any matters in dispute between the parties in relation to this Memorandum of Understanding (and amendments thereto) may be referred by either party to mediation by a mutually agreed-upon mediator.

19. The City and the Board acknowledge that they each have the authority to execute this Memorandum of Understanding on behalf of the City and the Board respectively and that they also have the authority to terminate this Memorandum of Understanding in accordance with the provisions of paragraph 17.

20. 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, email or by registered mail addressed to the recipient as follows:

    TO THE CITY: The Corporation of the City of Stratford
    1 Wellington Street, P.O. Box 818, Stratford ON N5A 6W1
    Attention: City Clerk

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TO THE BOARD: City of Stratford Public Library Board
19 St. Andrew Street, Stratford ON N5A 1A2
Attention: Chief Executive Officer

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 email shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by mail, on the third day not counting Saturday, Sunday or statutory holiday in Ontario, following the deposit thereof in the mail.

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

22. 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 STRATFORD

_____
Martin Ritsma, Mayor

_____
Tatiana Dafoe, Clerk

We have authority to bind the corporation

THE CITY OF STRATFORD PUBLIC LIBRARY BOARD

_____
Michael Corbett, Board Chair

_____
Krista Robinson, Chief Executive Officer

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SCHEDULE A

Services Provided by the City to the Board

In addition to the annual monetary allocation provided by the City, the City agrees to provide an in-kind contribution to the Board in the form of the following services:

Accounting Services

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

- Accounts Payable
- Accounts Receivable
- Deposit record and reconciliation
- Annual Budget administration
- Development of budget guidelines and sharing the guidelines with the Library to guide its operating and capital budgets
- Annual Audit requirements
- Liability Insurance exceeding the deductible limits, currently $10,000, for property, $2,500 for vehicles, and $50,000 for liability
- Access to the Development Charge Annual Reporting and currently available and forecasted reserves and reserve funds related to the Library
- Development Charges will be used for the funding of capital projects identified by the Board and outlined in the most recent Development Charges Background Study in accordance with the applicable legislation
- Purchase/Credit Card administration
- Revenue Management
- HST/GST remittance and reconciliation
- Asset Management, including providing long-term financing strategies and updating the asset management register for assets acquired and disposed of as identified by the Board and updated from time to time
- Access to the City's accounting system (Great Plains and Management Reporter or any successor systems as determined by the City). The means of access will be determined by the City and is to permit designated Library employees to access the accounting system for budget monitoring and report generation.

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Human Resources Related Services

- The City agrees that, when requested, it will assist the Board with human resources services related to the Library CEO including but not limited to Library CEO selection and recruitment.
- The Library CEO may, from time to time, approach the City's Human Resources Director for general advice and procedures related to the human resources function.
- The Library CEO may, from time to time, approach the City's Diversity, Equity and Inclusion Division for general advice and procedures related to inclusion, diversity and accessibility.
- The Board acknowledges that Library employees are employed by the Board and therefore the City does not provide human resource service assistance to Library employees related to Board or Library CEO management decisions.

Payroll Services

The City will provide the following Payroll services to the Library:

- To administer the bi-weekly payroll, and to complete payroll distributions and payroll remittance services for Board employees and provide direct deposit payments to a valid bank of the Board employee's choice, including all payroll related activities and benefit administration, including pension requirements.
- To administer all WSIB and statutory remittances to Canada Revenue Agency
- To determine the schedule for payroll processing each year for the following year and to provide a copy of the schedule to the Library.
- To prepare all T4 slips and records of employment, indicating that the employee was employed by the Board. The Board agrees to furnish the City's Payroll coordinator with any required information relating to any taxable benefits that may apply as defined by the Canada Revenue Agency.
- To include Library benefits within the City's benefit carrier but said Library benefits will remain as separate distinct groups within the agreement.
- To execute pay and benefit changes for Library employees upon receipt of a Board resolution approving such pay and benefit changes.
- To execute salary and benefit changes for the Library CEO upon receipt of a Board resolution approving such salary and benefit changes.

Insurance Services

The City agrees that the Library is a named insured on the City's public entity policies which includes the following coverage:

- General liability

- Directors' liability
- Errors and omissions liability
- Non-owned automobile and PLOW and PCIN automobile
- Comprehensive crime

The City agrees to include all property, including buildings, structures and contents used by the Library with the City's listings of property provided to the City's insurer.

Fleet Management Services
The City agrees to provide the following services to the Board:

- PLOW and PCIN vehicle maintenance
- Vehicle accident repair services that are minor in nature
- Vehicle licensing
- Vehicle refueling access same as provided for municipal vehicles
- Vehicle tendering upon request by the Library CEO
- Surplus vehicle disposal
- Inclusion of vehicles in City's GPS monitoring systems for municipal vehicles

Building Facilities and Infrastructure
The City agrees to provide the following services to the Board:

- Procurement and administration of life safety service contracts
- Oversight of Library Capital Projects – roof, brick envelope, windows, building envelope, stairs, life systems, elevator, parking, fire, lighting systems, front parking lot between the Library building and Library Garden
- Energy management

Capital Planning Services
In consultation with the Library Board, the City's Manager of Facilities and/or Chief Building Official or designate, will plan and schedule major capital investments, including financial planning for the investments in consultation with the Director of Corporate Services. The Board acknowledges that this provision refers to the property at 19 St Andrew Street, Stratford.

City and Library Interaction
The City CAO and Library CEO agree to meet as required to discuss matters of common interest and concern between the City and Library and to explore ways that the Library can assist and contribute to municipal work.

The City agrees that while it is understood that the Library CEO does not have the authority to direct City Staff, the Library CEO may directly approach City Directors,

Managers and other staff for assistance and support as necessary to coordinate those in-kind services identified in Schedule "A" and Schedule "B" attached to this Memorandum of Understanding.

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

Administrative Services

Other services that the City agrees to provide to the Board are:

- Board Member recruitment and appointment
- Advice on risk management support
- Advice on diversity, equity and inclusiveness and accessibility practices
- Advice on records management of Library corporate documents
- To provide space on the City's digital display screens for Library use at no cost to the Library, subject to availability as determined by the Director of Community Services
- Asset management support
- Use of municipal space and meeting rooms, and park lands, when available, to conduct Library business at no charge to the Board
- One parking space (including overnight parking) at no cost for the PLOW vehicle, with the location of the parking space to be determined by the City.

Summary

The in-kind contributions provided by the City may change with the prior mutual agreement of the City and the Board as noted in this Memorandum of Understanding.

This Schedule does not document the total dollar value of the contributions but merely identifies the types of administrative services that are provided by the City to the Board in addition to the annual Board estimate provided during the annual City budget process.

Notwithstanding that the City includes insurance costs, corporate overhead, and administrative support charges to support the Library in its Budget estimate, a calculation may be performed annually by the City's Director of Corporate Services to determine what these costs would be if they were charged directly to the Library. This annual calculation, if conducted, will be shared by the City with the Board. At this time, this calculation is for information purposes only.

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SCHEDULE B
Services Provided by the Board to the City

The Board agrees to provide the following services to the City:

- Provide a comprehensive and efficient public library service that reflects the community's unique needs in accordance with the PLA
- Provide leadership in matters associated with public libraries including advocacy for libraries, intellectual freedom and issues identified by the Board
- Develop and continue working relationships with the City and partner community organizations to support public libraries in Stratford
- Host Municipal Candidate campaign information during a municipal election or bi-election year
- Distribution of City publications, surveys and information flyers
- Provide use of the Stratford Public Library as a cooling or warming centre during regular business hours or as agreed upon by the Parties to this Memorandum of Understanding
- Assistance to the City during an emergency declared by the City of Stratford.

The Board further agrees:

Reporting and Governance

- To report its financial results to the Province and other funding agencies in accordance with its legislative requirements
- To report at least annually to City Council through the appropriate meeting structure identified by the City Clerk with respect to its progress
- To adopt Codes of Conduct for its Board Members and Employees that are in keeping with and reflects the City's policies, objectives and Code of Conduct
- To adhere to MFIPPA when releasing information to the public
- To follow the City's Financial Control Policy and to ensure that appropriate internal controls are in place at the Library.

Budgeting

- To work cooperatively with the City in preparation of year-end audit working papers and draft financial statements
- To utilize the City's external auditors and be included in any request for proposals for audit services issued by the City
- To complete and submit all grant applications and reports
- To review its Board estimate to ensure that the Board estimate line requests reflect the actual amounts required to deliver that portion of operations

- To ensure expenditures and revenues are being consistently recorded
- To complete, using the City's budget software and any related forms, all budget documentation needed for the annual Board estimate process
- To be responsible for authorizing expenditures, purchasing, approving invoices, receiving against purchase orders and coding to appropriate accounts in a timely manner and in accordance with the approved Board estimate.

Strategic Planning

- To ensure that the Board's Strategic Plan is not in conflict with the Strategic Plan | Priorities adopted by City Council from time to time.

Human Resources

- To acknowledge that the Board shall be the direct employer of its own human resources with an organizational structure, staff complement, salaries and benefits, and employee recognition, determined by the Board in accordance with all applicable legislation including but not limited to Employment Standards Act and all Health and Safety legislation
- To acknowledge that the Board shall have exclusive jurisdiction and shall take the lead on all issues pertaining to Code of Conduct, employee training, health and safety, pay equity, employee negotiations, accessibility, diversity, equity, inclusiveness and Indigenous affairs in accordance with all applicable legislation.

Purchasing

- To follow the City's Purchasing Policy, unless the Board adopts its own Purchasing Policy.
- To advise the City Director of Corporate Services of any Purchasing or other Financial Policies adopted by the Board and to provide a copy of same to the Director of Corporate Services.
- To be responsible for day-to-day purchasing for the Library and preparing and issuing requests for quotations, proposals, tenders related to the Library. Notwithstanding this, the City agrees that the library may participate in the City's office supply contracts with the cost to be charged to the Library.

Information Technology

The Board will administer the Library's computer network and systems. The administration of the Library's specialized library automation software and public WIFI network are the responsibility of the Library.

The Board will be responsible for providing the following services:

- Provide installation, configuration and support for computer hardware, printers, copiers, scanners, multifunctional devices, telecommunications, telephones, cell phones or any technology-based purchases in order to support Library operations in its location. Notwithstanding this, the City agrees that the Library may participate in the City's information technology and telecommunications contracts in accordance with the Library's Purchasing Policy.
- Manage the Library's virus protection, cyber security and firewall for all library locations. Access to the Internet and filtering will be in accordance with the Board's Internet Access policy.
- It is acknowledged that the Library's fibre connection is the same line as the City's connection and that the City's IT Division manages the connection. The Library shall work cooperatively with the City's IT Division as directed by the City's Chief Technology and Security Officer to maintain the Library's internet access
- Provide Cyber Security Measures, including an incident response plan for the Library systems
- Provide end-user training and security training to Library Employees
- Provide email services and spam filtering
- Manage software installation, configuration, licensing and update patches.
- Provide software and hardware to support the Library operations
- Provide the Library with disaster recovery and business continuity planning services.

Building Facilities and Infrastructure

The Board will provide the services listed below to the Library:

- Day-to-day facilities management operations
- Cleaning and cleaning supplies
- Repair, maintenance, and health and safety inspection routines
- Procurement of facility-related furniture
- Facility-related furnishings and equipment
- Trouble call response and management
- In consultation with the City Chief Building Officer and Manager of Facilities or other designated City employee, assist with the planning and scheduling of capital investments
- Security and Video Surveillance
- Energy management
- Physical security and regulatory compliance

- Room set-up
- Landscaping and grounds care
- Requirement analysis and program development, and other building-related consulting.

Winter Control

- To maintain snow shovelling and snow removal services at the Library. Notwithstanding this, the City agrees that the Library may participate in the City's service contracts with the cost charged to the Library.

Key Metrics

The Board shall report to the City on key metrics, activities and programmes for the Library. The following metrics will be reported in the Board's annual report to the City. The City in its discretion may request amendments to these key metrics reported from time to time:

- total circulation – physical and digital
- in-person visits
- electronic visits
- social media engagements
- programme attendance
- public computer usage
- WIFI access
- database searches
- active user/patron counts

Cyber Insurance

- To be responsible for obtaining and maintaining its own Cyber insurance coverage, mitigation strategies for cyber risks and for Library business continuity planning as determined appropriate by the Library.
- To notify immediately the City CAO and the City Chief Technology and Security Officer should a cyber incident occur with the Library's IT network and/or devices.

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

The Board is subject to the MFIPPA legislation as applicable, and delegated its powers and duties of "head of institution" to the Board Chair.

The Board is responsible for processing formal requests submitted to the Library or

transferred to the Library by another institution, for information held by the Board.

The Board acknowledges that the Library may consult with the City Clerk for advice, from time to time.

Insurance

- To be responsible for paying the City's insurance deductible in the event of a claim.
- To agree to promptly report all Library claims and incidents to the City Director of Corporate Services on the forms provided.
- To provide an annual inventory of all property and estimated replacement costs to the City Director of Corporate Services on the forms provided by the City and/or the insurer.

Other Services

- To sell City products and services from the Library location as mutually agreed upon by the City CAO and Library CEO.
- To provide space on the Library digital display screens for City use at no cost to the City, subject to availability as determined by the Library CEO
- To share research, data and information, where available, to support City reviews, programs, services, plans and studies.
- To use of Library space and meeting rooms, when available, to conduct City business at no charge to the City
- To use of space and Library staff resources, where available and mutually agreed upon by the City CAO and Library CEO, to assist with municipal elections
- To provide its own Board services to facilitate the operation of Library Board meetings in accordance with legislative requirements

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