



Staff Report

Administration

Report To: Committee of The Whole
Meeting Date: May 14, 2018
Report Number: FAF.18.76
Subject: The Blue Mountains Public Library/Town of The Blue Mountains Memorandum of Understanding
Prepared by: Shawn Everitt, Interim Chief Administrative Officer

A. Recommendations

THAT Council receive Staff Report FAF.18.76, entitled “The Blue Mountains Public Library/Town of The Blue Mountains Memorandum of Understanding”;

AND THAT Council receive the correspondence from The Blue Mountains Public Library dated April 24, 2018 including the proposed Memorandum of Understanding between The Blue Mountains Public Library and The Corporation of the Town of The Blue Mountains;

AND THAT Council authorize the Mayor and Clerk to execute the Memorandum of Understanding between The Blue Mountains Public Library and The Corporation of the Town of The Blue Mountains as presented.

B. Overview

As a result of a very consultative process with staff of The Blue Mountains Public Library and the Town, this report provides approval for the Mayor and Town Clerk to sign a Memorandum of Understanding that outlines the responsibilities of The Blue Mountains Public Library and The Town of The Blue Mountains in regards to the operations of The Blue Mountains Public Library.

C. Background

Significant consultation has taken place to finalize an agreement that clearly outlines the responsibilities of both parties being The Blue Mountains Public Library and The Corporation of the Town of The Blue Mountains.

Prior to this proposed Memorandum of Understanding, no formal agreement had been in place between the Library Board and the Town.

At the April 19, 2018 Board meeting, The Blue Mountains Public Library Board approved the Memorandum of Understanding as presented.

D. Analysis

The Memorandum of Understanding between the Library Board and the Town is a key element in continuing the recent successes and relationship building between the Library Board, the Town and the Public.

The Memorandum provides a clear understanding of each of the Parties responsibilities and makes it very transparent with the Board, Council and staff as to which party is responsible for specific elements of the operations. This is key, as over time members of the Board, Council and staff will change, however the Memorandum of Understanding will remain as the guiding document.

The Memorandum of Understanding does have the flexibility to be modified if the need arises over time as Regulations, Acts and Leadership change.

It is very important to note that this Memorandum of Understanding has been reviewed by the Southern Ontario Library Services and the Ministry of Tourism Culture and Sport.

In addition, in the April 24, 2018 Library Board correspondence included on the May 14, 2018 Committee of the Whole Agenda, it was noted that as a result of the review by the Southern Ontario Library Services and the Ministry of Tourism Culture and Sport, comments were received that the Memorandum of Understanding will become the example for Library/Municipality MOU's.

In conclusion, Staff is excited to provide Council the recommendation to direct the Mayor and Town Clerk to execute the Memorandum of Understanding as presented, in conjunction with the Library Board Chair and Library Board Secretary.

Town staff also thank in particular, Library CEO Dr. Sabrina Saunders and the By-Laws and Governance Committee of the Library Board, Chair Laurey Gillies, Odette Bartnicki and Maurice Pepper for their commitment in drafting the Memorandum of Understanding.

E. The Blue Mountains Strategic Plan

Goal #4: Promote a Culture of Organizational and Operational Excellence
Objective #4: To Be a Financially Responsible Organization

F. Environmental Impacts

None at this time

G. Financial Impact

All funding requirements are established through the Annual Budget process and are not impacted by this Memorandum of Understanding.

H. In consultation with

This report provides support to correspondence included in the May 14, 2018 Committee of the Whole Agenda

Consultation with the Library CEO, Director of Financial and Information Services, Manager of Human Resources and Town Solicitor

I. Attached

1. Memorandum of Understanding

Respectfully Submitted,

Shawn Everitt
Interim CAO

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE BLUE MOUNTAINS PUBLIC LIBRARY BOARD
(hereinafter referred to as the "Board")

-and-

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(hereinafter referred to as the "Town")

WHEREAS the Town is The Corporation of the Town of The Blue Mountains, incorporated pursuant to the provisions of the *Municipal Act, 2001, S.O., 2002, c.25* as amended;

AND WHEREAS the Board is The Blue Mountains 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;

AND WHEREAS the Town employs staff who have expertise in Human Resources, Finance, Facility Maintenance and Information Technology;

AND WHEREAS the Board and the Town are committed to cost-effective delivery of services, avoiding unnecessary duplication and costs, and minimizing the impact of support services on rate payers;

AND WHEREAS it is important to the Board that specific expertise in certain administrative functions be utilized to benefit the Library;

AND WHEREAS the Board and Town wish to enter into a Memorandum of Understanding (MOU) to outline the services and support the Town is prepared to provide to the Board;

NOW THEREFORE THE BOARD AND TOWN HEREBY STATE AS FOLLOWS:

- 1) For the purpose of this MOU, "Library" refers to all Library Branches, as well as the Gallery located in the L.E. Shore Memorial Library branch, and the Community Museum located in the Craighleith Heritage Depot.
- 2) CEO refers to the Chief Executive Officer who is Secretary and Treasurer for The Blue Mountains Public Library.
- 3) CAO refers to the Chief Administrative Officer for the Town of The Blue Mountains.
- 4) The Board and the Town hereby acknowledge:
 - a) The Board is a separate and independent corporate board of the municipality with independent corporate status from the Town, subject to the provisions of the *Public Libraries Act*, and has been established to provide public library services to the residents of the Town of The Blue Mountains.
 - b) The Town is an independent entity separate from the Board and provides municipal services to the residents of the Town of The Blue Mountains pursuant to the provisions of the *Municipal Act, 2001* and related legislation.

- c) The Board, through its appointment by Town Council, delivers library services and resources to the residents of The Blue Mountains, in accordance with the *Public Libraries Act*, and the Board's Strategic Plan according to its stated Mission, Vision and Values.
 - d) The Board delivers museum, tourism and archival services via the Craigeith Heritage Depot to the residents and guests of the Town of The Blue Mountains, in accordance with the *Ontario Standards for Community Museums*, and the Board's Strategic Plan according to its stated Mission, Vision and Values.
 - e) The Board delivers art gallery and tourism services via the L.E. Shore Gallery to the residents and guests of the Town of The Blue Mountains, in accordance with the Board's Strategic Plan and its stated Mission, Vision and Values.
 - f) The Town Council annually reviews and approves budgetary estimates received from the Board for the operation of the library, in accordance with Section 24 of the *Public Libraries Act*, and for the community museum, in accordance with the *Ontario Standards for Community Museums*, and for the gallery.
 - g) Agendas and Minutes of the Board are presented to Council for information only.
 - h) The objective of this MOU is for the Board to utilize Town staff and resources for the services that may be required by the Board and that are outlined in the Schedules attached hereto.
- 5) Acknowledgement of Distinct Roles and Relationships:
- a) The CEO is an employee of and reports directly to the Library Board.
 - b) The CEO serves as a member of the Town Service Area Managers, receives Council agendas and minutes, and attends Council and/or other committee meetings, when agenda items are relevant to the Library.
 - c) The CAO and CEO shall meet on a quarterly basis at mutually agreeable intervals to discuss issues of joint concern.
 - d) While it is understood that the CEO does not have the authority to direct Town Staff, it is agreed that the CEO may directly approach Town Directors and Managers for assistance and support as necessary to coordinate those services identified in the Schedules.
 - e) The CEO shall ensure that Town Directors are contacted directly in regards to matters involving Town policies or directives, and budgets. The Library CEO may directly contact Town managers in regards to day-to-day operational matters.
 - f) The CEO and the CAO may each designate members of their respective staffs to address any issues that may arise out of the operation of this MOU.
- 6) The staff of the Library and the Town commit to share and consult with each other regarding any service delivery review that may either impact upon, or be helpful to either or both parties.
- 7) The Board and the Town commit to ongoing collaboration with regard to programs and services, in order to minimize duplications and schedule conflicts, and to maximize opportunities.
- 8) It is acknowledged by both parties that the Library is a tenant of Town properties. Facility Maintenance is provided to Town buildings by the Town. This is further described in Schedule D and lease agreement(s) of 173/177 Bruce St S and 113 Lakeshore Rd.

- 9) The Town and Board agree on the provision of services that are listed in this MOU and more particularly described in the schedules attached hereto.
- Schedule A: Human Resources Support
 - Schedule B: Financial Services Support
 - Schedule C: Information Technology Support
 - Schedule D: Facility Maintenance Support
 - Schedule E: Insurance and Risk Management Support
 - Schedule F: Shared Town Services
 - Schedule G: Marketing and Communication
 - Schedule H: Corporate Training of the Board
 - Schedule I: Legal Services
- 10) The Board and the Town acknowledge that the Town is able to provide those services as set out in the Schedules attached hereto within existing Town staff and equipment at no cost to the Board. The parties agree that no costs shall be charged to the Board, unless the cost has been approved in writing by the Board prior to any expenditure by the Town. All support services provided by the Town to the Library shall be reported annually as a proration of salaries and expenses for an estimated cost of operating the public libraries, museum and gallery.
- 11) The Board and the Town acknowledge and agree that the terms and provisions of this MOU apply only to the services set out in the Schedules attached hereto and do not apply to any other agreements or arrangements that may exist from time to time between the Town and the Board, unless such other agreements are stated in writing to be subject to the terms and provisions of this MOU.
- 12) The Board and CEO shall identify alignment of, or differentiation between, Town and Board policies and services.
- 13) When either the Board or the Town makes changes to policies which may impact this MOU and its Schedules, notice shall be given to the other party to ensure appropriate changes or distinctions are made for the alignment or differentiation between Board and Town policies.
- 14) Where possible, the CEO and CAO shall consolidate Fee for Service contracts or agreements to improve efficiency and reduce costs of services. The Board agrees to review all contracts held by the Library within three months of this MOU to identify possible consolidation efficiencies, and to determine whether to retain contracts under Library expenses.
- 15) Upon execution of this MOU by the Board and the Town, staff on behalf of the Board and the Town respectively shall adopt the services identified in the schedules forthwith.
- 16) If at any time during the term of this agreement either party deems it necessary or expedient to make any alteration or addition to this MOU, they shall give written notice of the proposed amendment to the other party. Following agreement of execution of the amendment it shall become an addendum and form part of this MOU.

- 17) Any matters in dispute between the parties in relation to this MOU may be referred by either party to a committee to be struck including two members of Council, two members of the Board who are not also Councillors, and the CAO and CEO. This committee shall be tasked with determining a process of dispute resolution which may include third party mediation.
- 18) The Board and the Town hereby agree that either party to this MOU may terminate the MOU upon providing to the other party no less than six months written notice of its intention to do so.
- 19) The Board and the Town hereby agree that this MOU shall come into effect on the first day of [INSERT DATE] and shall continue until such time as either party terminates this MOU in accordance with the provisions of paragraph 18.
- 20) Any notice or other communication to be given in connection with this MOU shall be given in writing by the CEO for the Board and the CAO for the Town.

This MOU is hereby executed

By the Town

Council Resolution	
Mayor & Title	
Town Clerk	

By the Board

Board Resolution	
Chair or Other	
Board Secretary	

SCHEDULE "A"

HUMAN RESOURCES SUPPORT

- 1) Principal Understanding
 - a) The Board is the sole employer of all Library and Museum employees, including the CEO.
 - b) The Town's Human Resources (HR) Department will administer payroll and benefit services on behalf of the Board, per this MOU.
 - c) If additional charges will be incurred by the HR Department, the CEO must sign off on the estimated charge before work is commenced. Any additional services requested will be charged through interdepartmental transfer to the Library. These interdepartmental charges will include staff time if above and beyond the basic services stated in this agreement.
- 2) The Town HR shall provide advice and support to the Board and/or CEO upon request. HR advice and support are non-binding, and all decisions shall continue to be made by the Board and/or CEO. Advice shall be on procedural inquiries, and shall not be a legal opinion. The Town reserves the right to decline any requests. See Schedule I for further detail.
- 3) The Library shall participate in the Town's Compensation & Benefits Program. The CEO and the Manager of HR will work together to align Library Job Descriptions and Grades to the Town's Pay Equity program.
- 4) Should the Town move to Job Descriptions which include a breakdown of daily activity by hazard level or ergonomic evaluation, the Library job descriptions shall be updated accordingly. The CEO shall be responsible for gathering information, and working with the HR staff to achieve this as an additional service as outlined in subsection 1c.
- 5) The Board shall adhere to the *Employment Standards Act* and to all other relevant Acts, and shall align its policies with those of the Town's Human Resources Policy Manual. The Board shall adopt its own HR policies and adopt any specific wording, or make reference to specific Town HR Policies which are of direct relevance to Library staff, such as the Benefits Program provided to qualifying Library employees by the Town.
- 6) Although the Library has its own Business Number, employment reports, including payroll, CRA report, WSIB, and OMERS, shall be made by the Town under its primary number. It shall be the Library CEO's responsibility to explain this reporting mechanism to staff.
- 7) The HR Department may communicate with individual Library employees directly and confidentially as it relates to benefit programs and on-boarding to payroll only. All other HR matters must go through the CEO or, where Library policy dictates, the Board Chair.
- 8) If at any point external HR services are required to support the Board, the charges for such services shall be the responsibility of the Library in full subject to subsection 1c above. Authority to contract external services shall be subject to prior approval by the Board. Examples of external HR services include but are not limited to legal advice, mediation, or workplace investigations.
- 9) The Town and Board agree to the following supports and limitations pertaining to:
 - a) Health & Safety:
 - i) The CEO shall sit on the Town's Joint Health and Safety Committee (JHSC) as a non-voting member.
 - ii) The Town shall provide to employees of the Library any Health & Safety training that is provided for Town employees of similar job classifications or grades.

- iii) The Library shall use the Town's JHSC forms for scheduled inspections, and for incident and accident reports. The Library may add additional documents to their own internal reviews of workplace or user safety as needed.
 - iv) The Board shall ensure compliance with current Health and Safety legislation at the library branches, museum and gallery;
 - v) The Library shall respond to day-to-day Health and Safety issues that may arise, and make notice to Town staff if EAP and/or WSIB claims are required. The Town shall provide all payroll and payment information required to support any claims.
 - vi) The CEO shall assist, monitor and follow-up on all WSIB claims, and work with the HR to ensure that all documents are completed as required by WSIB.
- b) Pay Equity:
- i) The Library shall amend and/or create job descriptions with equity input from the Town.
 - ii) The Town shall ensure maintenance of the Pay Equity Plan.
- c) Performance Management
- i) Performance Appraisals for Library staff shall be the sole responsibility of the CEO. Performance Appraisals for the CEO shall be the responsibility of the Board.
 - ii) The HR department shall provide examples of performance documents of relevance to the specific library positions grades which may be of assistance to the CEO in providing consistency of performance appraisal.
- d) Recruitment, Screening, Hiring and On-Boarding
- i) The Board is responsible for recruiting, hiring, contracting, appraising, discipline and termination of the CEO.
 - ii) The CEO is responsible for all recruitment, hiring, appraisal, discipline and termination activities pertaining to Library staff.
 - iii) The Library shall provide all external postings for recruitment to the Town for promotion, but may choose to promote through other venues that the CEO or Board shall deem relevant.
 - iv) The HR department shall assist the CEO, when requested, by listing postings and releases of information on the Town online application portal. Posting will be completed by HR and the applications shall be collected and provided to the Library.
 - v) On-Boarding shall be the responsibility of the CEO. On-Boarding of payroll, and benefits programs shall be completed by the Town when notice is given by the CEO.
- e) Payroll, attendance, and seniority
- i) The Town shall administer the bi-weekly payroll for Library staff, including all payroll-related activities, benefits administration, and pension requirements;
 - ii) The Town shall track and give notice to the CEO regarding any employee who qualifies for part-time benefits, such as entry into the OMERS plan;
- f) Discipline, Termination and Off-Boarding
- i) Discipline and termination of Library employees are the sole responsibility of the CEO. Discipline and termination of the CEO is the sole responsibility of the Board.

- ii) The Town shall complete Off-Boarding of payroll and benefits for all Library employees when notice is given by the CEO.
 - iii) The Town shall complete Off-Boarding of payroll and benefits for the CEO when notice is given by the Board.
- g) Policies and Procedures
- i) The HR Department shall inform the CEO of any significant changes to the Town's HR policies through the Town's intranet and Service Area Managers' correspondence;
 - ii) The HR Department shall work with IT to ensure the Library staff have access to Health & Safety, benefits, and other relevant HR information via the Town's Intranet.
 - iii) The CEO shall be given access to the Town's Intranet in order to have comparative access to Town policies.
- h) Training
- i) Library staff shall be invited to participate in all Town staff wellness programs, training, and leadership training opportunities.
 - ii) The Town shall cover costs of training for Library employees if such training is also made available to Town staff (e.g. MFIPPA, AODA Customer Service, CPR, Health & Safety Certification for committee members) and which is corporately funded. Any training which is billed to a department shall be billed to the Library for Library employees.
 - iii) The Library shall be responsible for budgeting and administering any costs associated with Library and/or museum specific training, or any training which the Town is not offering to Town staff at the time it is required by the Library.
- i) Legal Advice
- i) The HR Department shall not be required to provide Human Resources and Personnel legal advice to the Library CEO or Board outside of that which fits under services provided in this schedule (e.g. Health & Safety and WSIB, Payroll and Benefits). The Town reserves the right to decline any requests.
 - ii) For all other Legal advice and actions see Schedule I.

SCHEDULE "B"
FINANCIAL SERVICES SUPPORT

- 1) Principal Understanding
 - a) The Board is the employer of all Library employees.
 - b) The Board appoints the Library CEO as Board Treasurer.
 - c) The Town Finance Department (Finance) will provide financial and accounting services to the Board:
 - i) As payment release is authorized by the CEO,
 - ii) In Board-approved lines, and according to Board-approved budget, and
 - iii) In accordance with the annually approved Town Council Budget for the Library.
- 2) Finance shall provide the following financial services to the Board using the Town's By-laws and policies for the services listed below:
 - a) Purchasing services
 - b) Accounts Receivable services
 - c) Operating and Capital budget assistance/preparation, within Board-approved budget lines
 - d) Accounts Payable services
 - e) Banking/Cash Management/Investment Services
 - f) Financial Statements Preparation and assistance with audits
 - g) Harmonized Sales Tax remittance/reconciliation
 - h) Calculation of Annual Development Charges
 - i) Provision of official Income Tax Receipts for donations to the Library, Museum or Gallery
 - j) Grant Application/Submission assistance for grants pertaining to Municipal Services, or those using the Town's business number
 - k) Maintenance of Reserve Accounts with annual roll over in the name of the library, museum or gallery
- 3) The Library shall open a bank account in the name of The Blue Mountains Public Library Board as required by the Ministry of Tourism, Culture & Sport. The CEO shall receive and account for all of the Board's money, and deposit all money received on the Board's behalf (including provincial, federal, self-generated revenue and donations) into the Board's bank account. Working with the Town, the CEO shall transfer sufficient funding to Town bank account(s) to carry out the financial services set out in this MOU on a regular basis. These funds shall be processed by the Town in the same manner as all other Board finances.
- 4) The Board shall approve policy for the procurement of goods and services that shall be used whenever the Library is procuring goods or services independent of the Town. This policy shall meet all standards of the Town's policy and identify roles and limitations of the CEO, Board, or managers. Tender processes for the improvement of or addition to Town facilities will be the responsibility of the Town.

- 5) The Library may conduct its own tender for goods or services, specific to the functions of the Library, or may request that the Town assist with any tender or procurement process.
- 6) The parties agree that any purchases made by the Town on behalf of the Board shall comply with the Town's Purchasing Policy and Procedures as may be amended from time to time.
- 7) The Library shall submit all invoices for processing in a timely manner and work with appropriate Town staff to ensure that Council and Board-approved budgets are followed.
- 8) Only the CEO or Chair may authorize the Town to proceed with a payment on behalf of the Library.
- 9) The Town shall provide the CEO and designated Managers P-cards. The Library shall set policy for internal use and approve expenses in according with clause 7 and 8 above.
- 10) The Town shall assist the CEO with the budget planning process, and ensure that long-term needs are included in budget presentations to Council.
- 11) The Town shall assist the CEO in budgetary planning based on employee years of service and current and planned Town employee remuneration plans.
- 12) The Town shall include the Library asset acquisition and Fee for Service contracts in the Town Tender and Acquisition processes when requested by the CEO.
- 13) Financial Statements:
 - a) Monthly Trial, Variance, and Roll-Up Summary statements shall be provided by the Town to the CEO for each of the Board's Operational and Capital accounts.
 - b) Quarterly Reserve and Investment statements shall be provided by the Town to the CEO for each of the Board's Accounts.
 - c) The CEO shall provide all Board bank statements to the Finance Department for tracking of accounts and auditing purposes.
 - d) Quarterly, or upon request, the Development Charges Reserve Account in the Library Name shall be provided to the CEO with an estimate of projected income for the coming year.
 - e) Multi-year projections shall be provided to the CEO for the purpose planning. It is understood that Development Charges Income is not realized until it is earned, and estimates are not a binding amount.
- 14) The Library shall have access to any Town procurement discounts and buying rates. As per Vendor requirements, the Library may be required to make requisitions through the Town or under its own account.

SCHEDULE "C"

Information Technology Support

- 1) Principal Understanding
 - a) The Board is the employer of all Library and Museum employees.
 - b) All IT equipment and infrastructure located at the Library, excluding public access computers, including servers, phone system, computers, corporate software and printers are the property of the Town and Library employees are provided access for Library use.
 - c) Library user needs are often in conflict with Town safety and security protocols, and therefore a separate network shall be provided for public access terminals and Wi-Fi.
 - d) The Library shall accept all Town IT policies as they relate to the use of the Town's corporate IT equipment and infrastructure connected to the Town's Corporate drive.
 - i)The Library Board shall pass a resolution accepting this policy, as it relates to Town's corporate IT equipment and infrastructure use
 - ii)and Library staff shall sign and agree to this policy, as it relates to Town's corporate IT equipment and infrastructure use.
 - e) The Library shall develop its own IT policies, independent of the Town, for patron use technology, including patron networks, Wi-Fi, and MakerSpaces.
- 2) The Town shall provide to the Library:
 - a) Second level software and hardware support for Library employee users of Town technology.
 - b) Support during Town business hours, Monday to Friday, 8:30 a.m. to 4:30 p.m., excluding Town statutory holidays. No emergency after-hour support is provided to any department. The Help Desk should be notified after hours, in order to minimize down time when Town staff return to work.
 - c) Help desk service tickets are handled on a priority basis throughout the entire Town. The Library tickets shall be handled at the same priority level as for Town departments.
 - d) Usernames and passwords shall be created for incoming staff (and for Board members and Advisory Council chairs if requested), and email shall be archived for outgoing users. Employees of the Library shall be provided with an Intranet account which shall allow access to the services of the Town that are provided to Town employees.
 - e) Procurement of IT equipment and infrastructure provided to the Library by the Town shall occur at the same times as for Town departments. The Library may choose to request items not provided, such as public networked systems be included in this RFP.
 - f) Support and general maintenance of staff and public networks of the Library and Museum. Any secondary devices or acquisitions acquired by the Library, as well as all equipment on the public network shall be the responsibility of the Library to maintain and service.
 - g) The HR Department shall make the Town's Intranet available to all Library employees, including benefits and services for which they qualify under this agreement.
 - h) Training for Library staff in the use of corporate standard software. This shall be completed by Town IT staff and may include a Train the Trainer model of in-serving a member or small group of Library employees.

- i) The Management of software licenses for software purchased by Town IT. The Library shall adhere to all licensing agreements for any software or products that the Town provides. The CEO shall have an opportunity to review and provide feedback with regards to any large scale procurement in order to assure that general Library use needs shall be met within the requirements of these agreements.
 - j) MFIPPA Freedom of Information file and email searches, according to the terms of the POL.COR.12.13 IT Infrastructure Acceptable Use Policy, as required.
- 3) The Library shall be responsible for providing the following IT services without support of the Town:
- a) Integrated Library System.
 - b) First level software and hardware support to Library employees.
 - c) Software support for Library business systems.
 - d) Providing training to members of the community on their devices, hardware, software, licensing, printing needs and Wi-Fi network access.
 - e) Library web site design and support.
 - f) Library social media account support.
 - g) Support for devices and software that are not part of the Town's corporate standard, for example Apple devices and the Koha business system.
 - h) Development of MakerSpace rooms and services such as 3D Printing.
 - i) Support for devices purchased by the Library which are not provided to the Library by the Town.
- 4) The CEO shall maintain an IT Capital Asset Inventory and receive assistance from the Town in evaluating the financial viability and replacement needs of each.
- 5) The Library shall be invited to participate in Town-wide procurement of leased technology (e.g. photocopiers).

SCHEDULE "D"

Facility Maintenance Support

- 1) The Town of The Blue Mountains Community Services Department and Facilities Division shall provide the following maintenance services to the Board under the Town's Policies and Procedures for the services listed below:
 - a) Preventative Maintenance
 - b) Code Compliance - TSSA, OHSA, ESA, MOL, Building, Fire, AODA
 - c) Minor Improvements
 - d) Capital Project Management
 - e) Property Management
 - f) Support for emergency after-hours incidents on Library and/or museum properties
 - g) Budget for Facility and Grounds maintenance, Health & Safety upgrades as required, repair/replacement of components of the buildings and properties of the Library and museum
 - h) Contractor Policy for facility maintenance
- 2) The Town shall complete all necessary repairs and enhancements in a timely manner to mitigate risk at Library locations.
- 3) The CEO and CAO shall liaise in decision making for closures due to weather related events.
- 4) Should the L.E. Shore facility be designated as an emergency centre for media coverage in the event of a large-scale emergency in the Town of The Blue Mountains, the Town shall consider upgrades for necessary business continuity.
- 5) The Craigleith Heritage Depot and the larger property upon which it exists shall be maintained as both a museum and as an artifact of the collection. All repairs and maintenance shall be conducted in a manner which respects the heritage of the building, while protecting the site, Library employees and users. The CEO shall have direct input in consideration of determining methods and products used during repairs in order to protect the collection and the building.
- 6) Prior to the start of any planned changes to the grounds of either the Craigleith Heritage Depot or the L.E. Shore Memorial Library or the adjacent lot at 177 Bruce Street, discussions shall take place with the CEO and the Board in order to ensure that said additions or changes meet the long term plans of the Board, including any Space or Strategic Plans.
 - a) The CEO and Board shall consult the Town's Community Services and Town's Planning Department when producing any Space Plans to ensure these plans meet the Town's Official Plan or any Master Plans.
 - b) The Custodial Facility Maintenance of all Library locations shall be provided by the Town, be it a third party contract or by Town Staff. The CAO and CEO may choose to develop a separate Schedule to outline any specific options to this clause.
- 7) The Town shall cover all utility expenses.
- 8) The Town shall maintain snow removal services and lawn/garden maintenance at all Board operated locations owned by the Town to the same standards of other Town owned facilities.

- 9) As the library and museum are open to the public on weekends and in evenings, the Town shall ensure that Board services are not interrupted due to maintenance issues.

DR

SCHEDULE "E"

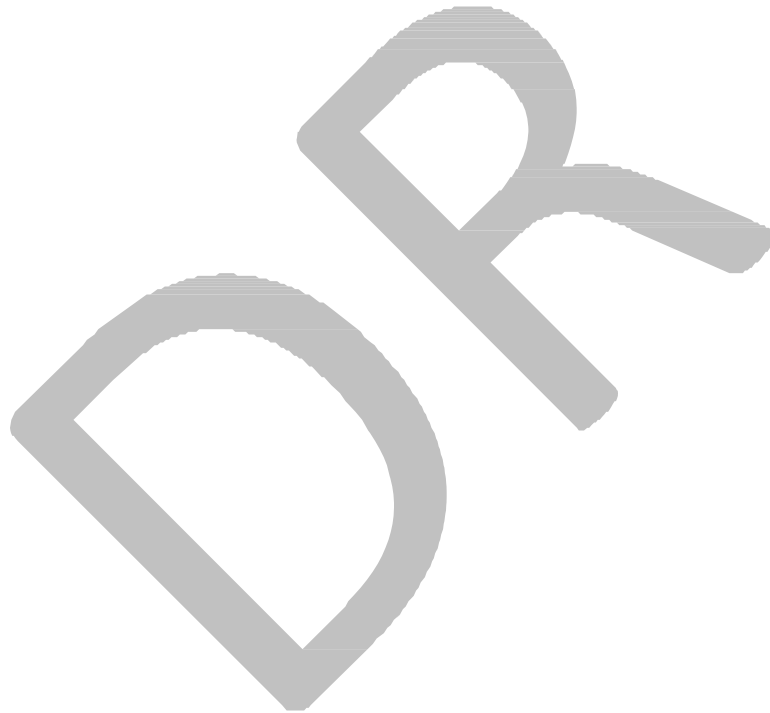
INSURANCE AND RISK MANAGEMENT

- 1) The Library shall receive support from the Town for insurance and risk management and agrees to the following:
 - a) The Library shall adhere to the requirements of the Town's Insurance Risk Management Program.
 - b) The Library shall not knowingly place the Corporation under any undue risk.
- 2) The CEO shall prepare and maintain an asset management plan for the facilities and holdings, and shall review and revise the plan annually with the Board and CAO to ensure adequate insurance is in place.
- 3) The Library may, at any time, purchase insurance outside of the Town's policy for additional insurable needs not covered by the Town, or covered to the level the Board directs.
- 4) The Board and all officers of the Board, including the CEO shall be included in the liability, indemnification, and Errors & Omissions insurance of the Town.
- 5) Adequate insurance coverage for the Library's facilities and contents including furnishing, capital equipment, and other holdings, shall be provided under the Town's insurance policy. The CEO is responsible for ensuring maintenance of current records of library property for insurance purposes.

DR

SCHEDULE "F"
SHARED TOWN SERVICES

- 1) The Board shall offer Town services through the Library which are appropriate to improved service to the community, provided:
 - a) the delivery of such services is within the scope and skill of the Library employees,
 - b) do not require additional Library staff, and
 - c) do not impact on other services provided by employees of the library, museum and gallery.
- 2) These services may from time to time be discussed by the CAO and CEO, and this Schedule may be amended as required. These services may include the sale of such items as dog tags, garbage tags, and recycle bins on behalf of the Town.
- 3) Although the priority space usage shall be for paid rentals, the Library and the Town shall provide reciprocal rental space allowances between the Library, gallery, museum and/or other municipal spaces.
- 4) The Library shall not charge any Town employees a non-residency fee, regardless of where the employee resides. Program fees may be charged at a rate equivalent to resident patrons.



SCHEDULE "G"

MARKETING AND COMMUNICATIONS

- 1) The Library may utilize Town advertising rates. The Library shall be included in Town marketing/communications procurement.
- 2) The Town shall assist the Library in communications regarding events and programs on the Town Website, in the Town's E-Blasts, and on any no-cost communication methods incorporated by the Town.
- 3) The Town and Library websites shall not duplicate content on each other's websites. The two websites shall include reciprocal links to each other's websites/content.
- 4) The Library is responsible for managing its marketing materials and any costs associated with marketing, advertising or communication.
- 5) The CEO may consult with the CAO, or designate, for recommendations on media communications.
- 6) The CEO shall inform the CAO or designate of any changes to Library services, staffing or Board/Committee members, or any other information which is promoted on the Town's website.

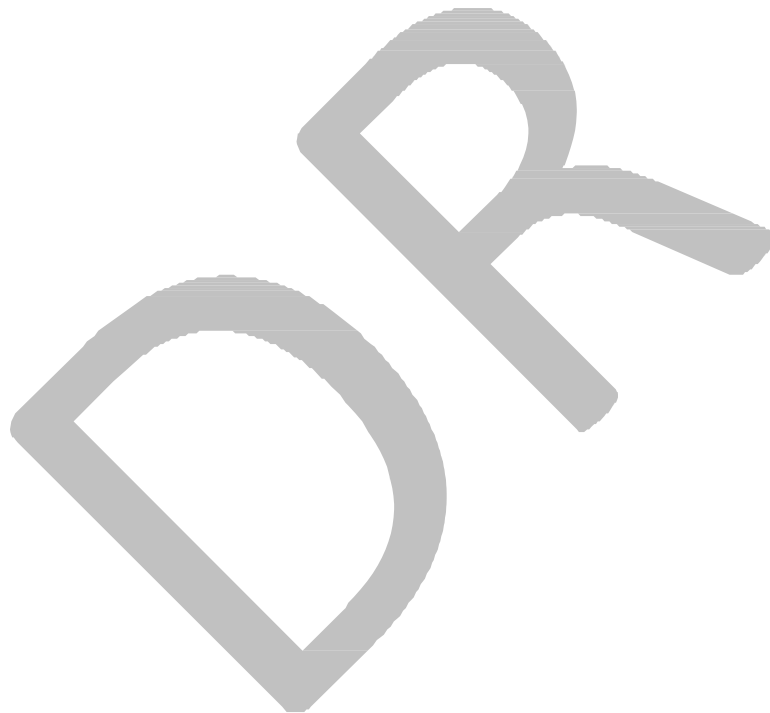
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SCHEDULE "H"

CORPORATE TRAINING OF BOARD

1. The Town shall provide all legally required training to the CEO and Library Board members as appropriate no less than once in every four-year term of office following the appointment of the new Board. This shall include topics to be determined as a modified training of Council (such as Robert's Rules, MFIPPA, AODA Customer Service Training as it relates to policy approval, etc) and occur consultation with the CEO.
2. The Town staff may provide instruction on interpreting financial and budgetary statements to the Board.
3. The Town shall include the Board in any of the Town's committee education workshops.
4. The Library's Museum Advisory Council and the Arts Advisory Council shall be invited to participate in all relevant training. The CEO shall work directly with the CAO to determine required municipal training for these bodies.



SCHEDULE "I"

LEGAL SERVICES

1. The Board shall have access to the same legal services provided by the Town to other Boards or committees of Council.
2. If the Board utilizes the Town's Legal Counsel, the Town will bill any costs not covered through the Town's retainer back to the Board.
3. The parties agree that no costs shall be charged to the Board, unless the cost has been approved in writing by the Board prior to any expenditure by the Town.
4. Should the Board need legal services to pursue any legal action, the Board is encouraged to engage independent legal advice to avoid the potential community perception of a conflict of interest with the Town's Counsel providing legal support to the Board.
5. The Town reserves the right to decline any request.

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