



Staff Report

Human Resources

Report To: Committee of the Whole
Meeting Date: January 30, 2017
Report Number: FAF.17.24
Subject: Library Services Agreement – Memorandum of Understanding
Prepared by: Jennifer Moreau, Manager of Human Resources

A. Recommendations

THAT Council receive report FAF.17.24 entitled “Library Services Agreement – Memorandum of Understanding”;

AND THAT Council approve the Library Services Agreement as attached and direct staff to execute the Memorandum of Understanding with The Blue Mountains Public Library Board.

B. Overview

This is a staff report that recommends to Council to formally put in place a Memorandum of Understanding that governs the services the Town provides to the Library.

C. Background

The Town employs staff who have developed expertise in areas that include Human Resources, Finance, Facility Maintenance and Information Technology support. The Library is a separate entity of the Town but is funded by the Town. The Town has been providing services to the Library on an ad hoc basis as requested for a number of years. The Town in consultation with the Library has determined that providing services on a regular basis is in both the best interest of the Town and the best interest of the Library.

D. Analysis

The Board and the Town acknowledge that the Town is able to provide those services as set out in the Schedules attached hereto with existing Town staff and equipment. In the event the Town requires additional staff, equipment, or software to provide the services to the Board 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 parties agree that no new costs will be charged to the Board unless the cost has been approved in writing by the Board or its designate the CEO prior to any expenditure by the Town.

E. The Blue Mountains Strategic Plan

Goal #2: Engage Our Communities & Partners

Goal #4: Promote a Culture of Organizational & Operational Excellence

F. Environmental Impacts

Not applicable.

G. Financial Impact

The services to the Library will be provided at no cost for internal staff resources. Additional costs for hiring external expertise will be approved and billed to the Library.

H. In consultation with

Cathy Bailey, Manager of Information Technology

Ruth Prince, Director of Finance and Information Technology

Shawn Everitt, Acting CAO

Aaron McMullen, Facilities BVCC Manager / Tomahawk Golf Course/
Building Maintenance Coordinator

Serena Wilgress, Manager of Purchasing and Risk Management

I. Attached

1. Library Services Agreement – Memorandum of Understanding

Respectfully Submitted,

Jennifer Moreau
Manager of Human Resources

For more information, please contact:
Jennifer Moreau, Manager of Human Resources
jmoreau@thebluemountain.ca
519-599-3131 extension 244

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

(hereinafter referred to as the "Town")

-and-

THE BLUE MOUNTAINS PUBLIC LIBRARY BOARD

(hereinafter referred to as the "Board")

AND WHEREAS the Town is a municipal corporation incorporated pursuant to the provisions of the Municipal Act, 2001, S.O., 2002, c.25 as amended;

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 and which operates The Blue Mountains Public Library (hereinafter referred to as the "Library") in accordance with the provisions of that Act;

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

AND WHEREAS the Board has, up to the date of this Memorandum of Understanding (MOU), self-managed the services in which the Town already has significant expertise;

AND WHEREAS it is important to the Town and the Board to improve efficiency in delivering municipal services, including library services, to the residents of the Town of The Blue Mountains;

AND WHEREAS the Town and Board wish to enter into a MOU to outline the services and support the Town is prepared to provide to the Board in providing public library services to the public;

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

1. The Town and the Board hereby acknowledge:
 - (a) The Town is an independent entity and 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; and
 - (b) The Board is an independent entity and separate 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;

- (c) The Town Council annually reviews and approves budgetary estimates received from the Board for the operation of the Board in accordance with Section 24 of the Public Libraries Act and for the year prior to the execution of this MOU, the Town has allocated to the Board a substantial percentage of the Board's annual operating budget.
 - (d) 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. The Service level is attached as a guideline for reference only.
2. The Town agrees that it will provide and make available to the Board during the term of this MOU those services that are listed and more particularly described in Schedules "A", "B", "C", "D" and "E" (Schedules) which are attached hereto and form part of this MOU. The Town and the Board acknowledge that this MOU applies only to those services listed and described in the Schedule attached hereto.
 3. 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 of the Town forthwith. The Board acknowledges that it will take such steps as may be necessary, including updating internal Library policies to refer to Town services, the termination of any present contracts or agreement for the supply of these services, to comply with the implementation schedule as developed by staff. The Town and the Board acknowledge that the objective of this MOU is that the Board will use and employ the Town's staff for the services that may be required by the Board and that are outlined in the Schedules attached hereto.
 4. The Town and the Board acknowledge that the Town is able to provide those services as set out in the Schedules attached hereto with existing Town staff and equipment. In the event the Town requires additional staff, equipment, or software to provide the services to the Board 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 parties agree that no new costs will be charged to the Board unless the cost has been approved in writing by the Board or it's designate the Chief Executive Officer (CEO) prior to any expenditure by the Town.
 5. The parties agree that any purchases made by the Town for the Board pursuant to this MOU will comply with the Town's Purchasing Policy and Procedures as may be amended from time to time.
 6. The contents of this agreement apply to all Library locations, including the LE Shore Memorial Library and the Craighleith Depot, and may change from time to time. It does NOT apply to the homes of board members or staff.
 7. The Board agrees it will comply with and will cause its employees to comply with any

software licensing agreements and any IT use/access/control policies that the Town may have in place from time to time.

8. The Chief Administrative Officer (CAO) for the Town and the 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 MOU.
9. The Town and the Board hereby agree that this MOU will come into effect on the first day of March 2017 and shall continue until such time as either party terminates this MOU in accordance with the provisions of paragraph 10 below.
10. The Town and the Board hereby agree that either party to this MOU may terminate the MOU upon providing to the other party no less than six months prior written notice of its intention to terminate this MOU.
11. The Town and the Board acknowledge and agree that the terms and provisions of this MOU apply only to the services set out in 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. Any matters in difference between the parties in relation to this MOU may be referred by either party to a committee to be struck with three members of Council and three members of the Library Board. This committee shall be tasked with determining a process of dispute resolution.
13. If at any time during the term of this Agreement the parties shall deem it necessary or expedient to make any alteration or addition to this MOU, they may do so by means of written amendment between them which shall be supplemental to and form part of this MOU.
14. The Town and the Board acknowledge that the CAO and the CEO each have the authority to execute this MOU on behalf of the Town and the Board respectively and also have the authority to make such amendments to this MOU as may be necessary including the authority to terminate this MOU in accordance with the provisions of paragraph 10.
15. Any notice or other communication to be given in connection with this MOU shall be given in writing and may be given by personal delivery, facsimile or by registered mail addressed to the recipient as follows:

TO THE TOWN:

The Corporation of the Town of The Blue Mountains
32 Mill Street
Thornbury, ON N0H 2P0

Attention: Chief Administrative Officer Via Fax – 519-599-7723

TO THE BOARD:

The Blue Mountains Public Library Board
173 Bruce Street
Thornbury, ON N0H 2P0
Attention: CEO Via Fax – 519-599-7951

or such other address or individual as may be designated by written notice by either party to the other. Any notice given by personal delivery or facsimile shall be conclusively deemed to have been given on the day of actual delivery or transmission thereof and if made or given by registered mail, on the third day not counting Saturday, Sunday or statutory holiday in Ontario, following the deposit thereof in the mail.

16. This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario.
17. Neither this MOU nor any of the rights or obligations of either of the parties hereunder may be assigned without the prior written consent of the other party to this MOU.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding.

CAO	
The Corporation of the Town of The Blue Mountains	
Date	
CEO	
The Blue Mountains Public Library Board	
Date	

SCHEDULE "A"

HUMAN RESOURCES SUPPORT

The Town's Human Resources Department will provide advice and support to The Blue Mountains Library as follows:

The Library will adopt all HR policies as are currently in place at the Town and as approved in the future for the life of this contract. The Library will function for the purposes of the Human Resources services as a department of the Town and will utilize the full extent of HR services including but not limited to:

- Health and Safety
- Compensation
- Benefits
- Employee Relations
- Recruitment
- Performance Management

If at any point external HR services are required to support the Library the charges for such services will be billed to the Library in full. Authority to contract external services will be approved by the Library Board and/or CEO of the Library as recommended by the Manager of Human Resources. Examples of external HR services include but are not limited to legal advice, mediation, workplace investigations, accessibility audits and health and safety audits.

It is understood that while this contract is in place the full spectrum of HR services will be utilized and no service will be opted out of by either party without nullifying this schedule of the contract.

SCHEDULE "B"

FINANCE DEPARTMENT SUPPORT

The Town of The Blue Mountains Finance Department will provide the following financial services to The Blue Mountains Library using the Town's Policies and Procedures for the services listed below:

1. Purchasing services (The Town's Purchasing Policy and Procedures will be followed)
2. Accounts Receivable services
3. Operating and Capital budget assistance/preparation
4. Accounts Payable services
5. Banking/Deposits
6. Financial statements preparation
7. Harmonized Sales Tax remittance/reconciliation

SCHEDULE "C"

Information Technology Support

The Library will provide the following Information Technology (hereinafter referred to as IT) services:

- First level software and hardware support to Library staff computer users
- Software support for the Library business systems
- All IT needs for public users, including training, hardware, software, licensing, printing needs and Wi-Fi network access
- Library web site design and support
- Library social media account support
- Support for devices and software that are not part of the Town corporate standard, for example Apple devices and the Koha business system
- Support for devices that are not approved by Town IT previous to purchase

The Town of The Blue Mountains Information Technology Division of Finance & IT Services (hereinafter known as "Town IT") will provide the following services to the Library:

- Business hour support Monday to Friday, 8:30 a.m. to 4:30 p.m., excluding Town statutory holidays.
- Provision of help desk services; tickets are handled on a priority basis throughout the entire Town.
- Provision of usernames and password for incoming users, archival of email for outgoing users.
- Second level software and hardware support to Library staff computer users.
- Purchasing of IT infrastructure.
- Provision and support of IT infrastructure.
- Development of IT policies and procedures

- Training for Library staff in the use of corporate standard software such as Microsoft Office
- Management of software licenses for software purchased by Town IT
- Freedom of Information file and email searches

SCHEDULE "D"

Facility Maintenance Support

The Town of The Blue Mountains Community Services Department and Facilities Division will provide the following maintenance services to The Blue Mountains Library using the Town's Policies and Procedures for the services listed below:

1. Preventative Maintenance
2. Code Compliance - TSSA, OHSA, ESA, MOL, Building, Fire
3. Minor Improvement
4. Capital Project Management
5. Property Management
6. Support for emergency after-hours incidents
7. Budget for Facility, Grounds and Components within
8. Contractor Policy
9. Joint involvement in decision making for closures due to weather related events. The Library facility has been deemed an emergency centre for Media Coverage in the event of an Emergency.

SCHEDULE "E"



Maintenance Service Level Guideline for Tenants

Blue Mountains Public Library

Purpose

The purpose of this agreement is to provide a practical procedure on the expectations and communication between the Facilities Division of the Community Services Department (FDCSD) and The Blue Mountains Public Library Staff, Craigleith Heritage Depot Staff and Board of Management. This agreement is designed to define the levels of Service that can be expected from the FDCSD that best serve the requirements of The Blue Mountains Public Library. This agreement shall define the types of services provided, the process to request and deliver those services, and those responsible within the service request/delivery process. The agreement will also provide a vital communication link between the various parties.

Maintenance Core Responsibilities

The primary responsibility of the FDCSD is to ensure that all municipal facilities and building systems are operating as designed to provide a safe and healthy environment for all Staff and patrons utilizing these facilities.

Maintenance Services

The FDCSD provides the following types of services for municipal buildings and sites:

- **On-Call Service** – Immediate response to potential building shut-down situations as prescribed in the priority response levels. Staff will determine the cause of the issue and rectify if possible. A Contractor will be contacted if issue continues
- **Preventative** – Routine tasks to keep building and grounds systems functioning properly
- **Code Compliance** - TSSA, OHSA, ESA, MOL, Building, Fire
- **Minor Improvement** – Small building and site enhancement projects plus input on all capital projects

Maintenance Service Requests

Facility Maintenance Help Desk (help desk, Cityview or through the ESRI AMS program)

The Facility Maintenance Help Desk will house all work orders requested by Staff of The Blue Mountains Public Library. Work orders will be logged, assigned, tracked and measured to completion. Staff hours and vehicle mileage will also be tracked within the Help Desk.

The Facility Maintenance Help Desk will automatically send an email response to the requestor notifying them that the request has been received, accepted or rejected, converted to a work order and when the work order will be completed.

Hours of Operation

The Facility Maintenance Help Desk is staffed from 7:30 am to 4:30 pm Monday thru Friday excluding statutory holidays. After-hour emergency requests need to be called into the On-Call Operator at 519-599-3131 extension 350. After- hour non-emergency requests will be submitted thru the Facility Maintenance Help Desk.

Work Order Request Process

Important! Emergencies should still be called in to the On-Call Operator at 519-599-3131 extension 350. Emergencies are defined as a situation that can close The Blue Mountains Public Library or Craighleith Depot.

Work Requestors

To better serve Maintenance Staff, all non-emergency work order requests must be submitted through the Facility Maintenance Help Desk. This will allow all Maintenance Staff to view and track work requests for their facilities, provide automatic notifications to the requestors, provide key information on their facility and to allow better measurement of maintenance performance.

The following information will be required when entering a work request thru the Facility Maintenance Help Desk:

- Requestor Name
- Phone Number Email Address
- Detailed Description of Problem and site requesting assistance

Facility Maintenance Help Desk

The Facility Maintenance Help Desk will be monitored by Managers and Leadhands. Managers and Leadhands will review all work requests as they are received, assess the severity of the problem, assign a priority level and assign the work order to the appropriate Operator. If further clarification, problem solving or increased level of competency is required to rectify the issue, the Managers or Leadhands will contact the appropriate contractor.

Maintenance Staff

All maintenance Staff will review the work orders as received. The priority level and severity of the problem will dictate the order in which each work request is resolved throughout all the facilities. When work is completed, the maintenance Staff will add the appropriate comments related to the resolution. The work order will be returned to the Facility Maintenance Help Desk on the same day that it was completed for final close out and logging of the work order.

Response/Resolution Priorities

Emergency response situations will not be included in the Response Level Priorities or Facility

Maintenance Help Desk work order system as these situations will receive immediate response until the issue is resolved. These situations involve an issue which will close The Blue Mountains Public Library or Craigleith Heritage Depot or creates a serious health or safety hazard to Staff or the public. Emergency response situations require an immediate call to 519-599-3131 extension 350 for assistance.

Response Priorities will be assigned to each work order request by the Manager or Leadhand. In some cases, a temporary solution may be implemented to provide relief until a contractor can be brought on site to provide a more permanent solution.

Response Level	Scenario	Response
Priority 1 – Critical	System failure or safety hazard that effects a portion of a building with a potential of shutting down the facility	Immediate response with work continuing until resolution is complete
Priority 2 – Urgent	System failure that significantly effects the learning/working environment in a classroom or small portion of the building or a serious safety hazard	Same day response with resolution dependent upon conditions
Priority 3 – Normal	Failures that create minor issues for the building or learning/working environment	Response within 5 days
Priority 4 – Low	Miscellaneous building requests that enhance or upgrade existing buildings or spaces	Response and resolution variable based on available resources

Preventative Maintenance Program

Preventative Maintenance Programs will establish schedules for The Blue Mountains Public Library and Craigleith Heritage Depot to conduct preventative and routine work for that facility. There will be weekly walk through inspections, monthly preventative maintenance inspections and semi-annual CAO inspections. Maintenance Staff will be responsible for developing a Preventative Maintenance Program to be performed on site at The Blue Mountains Public Library and Craigleith Heritage Depot. The Preventative Maintenance Program will be based on the manufacturer's recommendations. Work will be completed as time and resources allow.

Key Performance Indicators

Performance measures will be established, measured and reviewed for continuous improvement of maintenance services. These performance indicators will focus on response, work order backlog, completed versus open work and completed work orders by facility. The key performance indicators shall be mutually agreed upon between maintenance and its facility users.

Review Intervals

Maintenance performance will be assessed and reviewed on an annual basis by the Director of Community Services, Facility Managers and Leadhands. These measures will be reviewed with the Managers or Boards of Management at each facility.