

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("this MOU") made this _____ day of _____, 2019.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(hereinafter referred to as "Haldimand")

- and -

THE HALDIMAND COUNTY LIBRARY BOARD
(hereinafter referred to as the "Board")

WHEREAS the Corporation of Haldimand County incorporated pursuant to the provisions of the Municipal Act, 2001, S.O., 2002, c.25 as amended, provides municipal services to the residents of Haldimand County and is an independent entity separate from the Board;

AND WHEREAS the Haldimand County Public Library Board has been established pursuant to the provisions of the Public Libraries Act, R.S.O., 1990, c. P-44 as amended and is a separate and independent corporate board of the municipality with independent corporate status from the County, and has been established to provide public library services to the residents of Haldimand County;

AND WHEREAS Haldimand is consolidating satellite office locations into one Central Administration Building;

AND WHEREAS it is important to Haldimand that customer services be available in all geographical areas of the County;

AND WHEREAS The Haldimand County Public Library (hereinafter referred to as the 'Library') currently has six (6) library branches located throughout the County (Dunnville, Selkirk, Jarvis, Cayuga, Hagersville and Caledonia);

AND WHEREAS Haldimand County and the Board 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 Haldimand and the Board wish to enter into a Memorandum of Understanding (MOU) to outline the services and support provided at the library and the responsibilities of each party;

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree to be governed by the terms, conditions and covenants as follows:

1. DEFINITIONS

For the purpose of this MOU,

1. “CEO” refers to the Chief Executive Officer of the Haldimand County Public Library.
2. “CAO” refers to the Chief Administrative Officer for Haldimand County.
3. “Community Hub” refers to a location within the Haldimand County Public Library Branches where Library staff provide customer service to municipal customers.

2. GUIDING PRINCIPLES

Haldimand and the Board hereby agree to the following principles:

1. Haldimand recognizes that the Board exercises powers and performs duties in accordance with its legal mandate under the Public Libraries Act, R.S.O., 1990, c. P-44 as amended.
2. The Board acknowledges that it is accountable, through the CAO, to Council, in exercising its mandate, and for governance and oversight of the Library. Accountability is a fundamental principle to be observed in the management, administration and operations of the Library.
3. As public agencies, Haldimand and the Library conduct themselves in accordance with good management principles such as ethical behaviour; prudent, effective and lawful use of public resources; fairness; high quality service to the public; and openness and transparency to the extent allowed under the law.
4. The CEO is an employee of and reports directly to the Library Board.
5. The CEO serves as a member of the Haldimand County Leadership Team.
6. 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.

3. TERM

This MOU shall come into place on the date of execution by the last party to execute it and continues in effect until it is revoked or replaced by a subsequent MOU signed by the parties.

Either party may initiate a review of this MOU by written request to the other.

If either party deems it necessary to amend this MOU, they may do so only in writing. Any amendment shall only be effective after approval by the parties.

This MOU will be reviewed at least once every five years to ensure it is current and consistent with the parties expectations.

4. SERVICES

The County and the Board agree on the provision of services by Library staff as follows:

1. Increase awareness of municipal services via signage, display units and public information sessions.
2. Promote digital literacy by developing programming to increase the public's aptitude with respect to technology and the County online services.
3. Provide guidance to the public on how to access online information or services, including, but not limited to the following:
 - a. Online self-payment options;
 - b. Account balances and registration history;
 - c. File online reports;
 - d. Make online submissions;
 - e. Find information related to municipal services on the Haldimand County website;
 - f. Apply for, register for or purchase permits, licenses or programs online.
4. Direct inquiries to appropriate Haldimand County staff;
5. Provide printed literature in response to inquiries.

5. RESOURCE REQUIREMENTS

The following physical space and resource requirements will be required at each of the Community Hub Locations:

1. Access to information and resources includes the provision of space for print copies of municipal publications; computers and associated equipment, high-speed connections to access online municipal information and services; network and telecommunications technologies, including but not limited to:
 - a. Dedicated customer service computer station(s) complete with Haldimand County signage and open for use by municipal customers, not bookable as public internet access;
 - b. Direct Phone Line to the Customer Service Representatives at the Central Administration Building for customer assistance where Library staff are unable to assist or the customer prefers to talk to a Haldimand County staff person for more detailed information.
 - c. Digital Display monitors (1 - 2) in conspicuous areas within each branch for municipal customers and library patrons to view. Monitors will display

County generated information about municipal services, programs and events, including library information and will be coordinated through the Corporate Affairs Office of the County CAO.

- d. An area to display instructional information on accessing municipal services, programs and events and related services (other levels of government, arm's length, etc.)
2. County signage (myHC) on the exterior of building near main entrance(s), and interior signage at appropriate locations including the dedicated computer station(s).
3. If budget permits, display unit for rotating and occasional County divisional displays.

The County and the Board agree that, in order to provide the services noted above, the County shall provide the following:

1. Increased hours of operation at each of the six (6) branches (as proposed in the 2019 Operating Budget). The CEO, in consultation with the General Manager, Corporate & Social Services or designate, are to review branch hour allocations every five (5) years, in order to recommend appropriate increases or decreases based on hub usage.
2. Signage and installation of signage;
3. Computer hardware, software, telecommunications and network technologies required for initiative-related service delivery;
4. Furniture, fixtures and supplies determined to be necessary or appropriate by Haldimand County for the delivery and promotion of community hub services and installation of said furniture, fixtures and supplies;
5. Project management of building, furniture and fixture modifications directly required as part of the service hub initiative, in consultation with the Library CEO.

6. STAFF TRAINING

1. All training plans for Library staff will be developed by the Library CEO or designate, in consultation with the General Manager of Corporate & Social Services, or designate.

7. FUNDING

1. Funds to provide for library staff wages and professional development costs incurred during the initial training phases for initiative-related service delivery;
2. Funds for building, furniture and fixture modifications (e.g. service desk improvements directly related to service hub requirements) at library branches;
3. Funding for signage and installation of signage, promotional materials, etc.

4. Additional operating hours and related increased staffing approved in the 2019 Tax Supported Operating Budget shall be funded by the County through the Library cost centre. Future changes to the level of service related directly to the service hubs will be considered at the appropriate budget deliberations as an outcome of each 5-year review.

8. OTHER

1. The staff of the Library and the County commit to share and consult with each other regarding any service delivery review that may impact upon the hubs or digital literacy efforts.
2. The County and the Board commit to ongoing collaboration with regard to hub or digital literacy related programs and services, in order to minimize duplication and schedule conflicts, and to maximize opportunities.
3. The Board and Haldimand County 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 Haldimand County and the Board, unless such other agreements are stated in writing to be subject to the terms and provisions of this MOU.
4. When either the Board or Haldimand County 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 County policies, understanding that prior to modifications to policies, consideration will be given to this MOU.
5. 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 written, executed agreement to the amendment it shall form part of this MOU.
6. 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 who are not also Library Board members, 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.
7. The Board and Haldimand County hereby agree that either party to this MOU may terminate the MOU upon providing to the other party no less than twelve months written notice of its intention to do so. Upon such termination, all funding and services provided by either party under this MOU shall cease, and all equipment provided under this MOU shall be returned to Haldimand County.
8. The Board and Haldimand County 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 herein.

9. Any notice or other communication to be given in connection with this MOU shall be given in writing by the CEO for the Board to the CAO for Haldimand County, and vice-versa.

9. SIGNATURES

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first written above.

) **THE CORPORATION OF HALDIMAND COUNTY**

) Per:

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Ken Hewitt, Mayor

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Evelyn Eichenbaum, Clerk

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) I/We have authority to bind the Corporation.

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) **THE HALDIMAND COUNTY PUBLIC LIBRARY BOARD**

) Per:

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Linda Van Ede, Chair

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Paul Diette, CEO

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I/We have authority to bind the Corporation.