

This Memorandum of Understanding (MOU) made between

THE CORPORATION OF THE TOWN OF COBOURG

Hereinafter call the "Town"

OF THE FIRST PART

-and-

THE COBOURG PUBLIC LIBRARY

Hereinafter called the "Library"

OF THE SECOND PART

WHEREAS the Town is the registered owner of the land and building located at 200 Ontario Street, Cobourg, Ontario, known as the C. Gordon King Centre;

WHEREAS the Library is governed by the Cobourg Public Library Board (the "Board"), the Members of which are appointed by the Municipal Councils of the Town of Cobourg and the Township of Hamilton;

WHEREAS the Library occupies the C. Gordon King Centre for the purpose of providing library services to the residents of the Town of Cobourg and surrounding area;

WHEREAS the Board is governed under the authority of and regulated by the Public Libraries Act, R.S.O. 1990 more specifically:

Section 24 (1) – A public library board shall submit to the appointing council, annually on or before the date and in the form specified by the Council, estimates of all sums required during the year for the purposes of the board and;

Section 24 (2) – The amount of the board's estimates that is approved or amended and approved by the council shall be paid to the board out of the money appropriated for it;

WHEREAS the Library has proven to be a valuable partner to the Town and the parties are interested in continuing this partnership in the future for the well-being of people who live, work, learn and play in the Town and surrounding area and encouraging a healthy lifestyle across all age groups, with the pursuit of a vibrant, healthy Ontario community being a strong desire of both parties;

AND WHEREAS both parties are committed to providing Persons with Disabilities with equal opportunities and standards of goods and services and are also fully compliant with the Accessibility for Ontarians with Disabilities Act (2005), as applicable.

NOW THEREFORE in consideration of the provisions above, the parties each intending to be bound by this MOU, agrees as follows:

1. TERM

This MOU is for an initial period of four years commencing on January 1, 2021 and ending December 31, 2024 and is timed to coincide with the mid-point of the term of the municipal councils. A review of the terms and conditions of this MOU shall be completed every four years commencing no later than six months prior to the expiry date.

2. AGREEMENT FOR THE PROVISION OF LIBRARY SPACE

The terms of this agreement are related to the library space located within the C. Gordon King Centre at 200 Ontario Street, Cobourg, Ontario bounded by King Street W to the north, Ontario Street to the west and Albert Street to the south consisting of approximately 1.862 acres of land and a two storey structure built in 1995. The structure has a floor area of 13,174 square feet on the ground floor and 9,223 square feet on the second floor.

In addition to the Library, the building also houses the Northumberland County Archives and Museum. It is anticipated that the NCAM will relocate to the New Golden Plough Lodge when construction is completed in 2022.

3. RENT

The Library will pay to the Town an annual rental fee of \$2 per annum due and payable in full on January 1st of each year.

4. INSURANCE and INCIDENT REPORTING

The Town and the Library share the same insurance policy. Coverage includes general liability, property, errors and omissions, environmental liability and cyber. The Town will promptly invoice the Library for their share of the insurance premium on an annual basis.

Throughout the term of this agreement the Library is responsible for ensuring that they obtain insurance certificates from any outside group or organization who wishes to use the space known as the library for an event or activity which is directed or controlled by that group. The insurance certificate must include commercial general liability insurance of no less than \$2 Million Dollars and must name both the Corporation of the Town of Cobourg and the Cobourg Public Library as additional insureds. If the user group is unable to provide proof of insurance they will be able to purchase coverage through the Municipal Facility User Group Policy as made available through the municipal insurance company.

The Library shall be responsible for promptly reporting all third-party incidents that occur at the library space to the Town of Cobourg Director of Corporate Services using the current Incident Reporting Form within two business days of becoming aware of the incident occurring.

5. GENERAL

The Library covenants with the Town:

- 1) To use the facilities only for the purpose of the Cobourg Public Library and other uses consistent with the objectives of the Library and for no other purpose;
- 2) The Library will be solely responsible for the legal governance (supervision, financial costs, standards of practice and liability) of its staff.
- 3) That all employees, agents, volunteers associated with the Library understand and comply with all established Town of Cobourg applicable policies, rules and codes of conduct, as amended by the Town from time to time, and understand the Town's commitment to providing an environment free of discrimination, harassment and violence, which promotes and fosters an engaged, healthy, positive and inclusive community committed to and valuing equity, diversity and where all individuals are treated with respect, dignity and are able to contribute fully and have equal opportunities;

The Town may amend the Corporate Policies and Procedures from time to time and shall deliver copies of such amendments to the Library;

- 4) To comply with all federal, provincial and municipal laws, rules, regulations and by-laws and to hold the Town harmless from the consequences of its failure to do so;
- 5) To not permit the sale of bottled water within the premises and to not permit alcohol to be served or sold within the premises, other than for Special Occasion Permit (SOP) events which shall be administered on an as requested basis, subject to the Town's Municipal Alcohol Policy.

6. FACILITY MAINTENANCE AND CLEANING SERVICES:

The Town covenants with the Library:

- 1) To manage the ongoing maintenance of the facility including the C. Gordon King Centre, the surrounding lawns, bushes, flower beds, sidewalks, parking areas exterior security cameras (if any) and exterior lighting;
- 2) To be responsible for the provision and maintenance of heating, ventilation, air-conditioning, lighting, water, sewer, elevator and fire alarm systems, sprinkler system, emergency lighting, and fire extinguisher monthly and annual inspections;
- 3) To have the right to enter and conduct periodic inspections of the premises, viewing the state of maintenance and repair;

- 4) To have the right to coordinate and carry out any maintenance deemed necessary from the site inspections;
- 5) To remove waste off site to a bin located at Victoria Hall and to provide a location on-site for a recycling bin to receive recycled material from Victoria Hall;
- 6) To administer any tenders or request for proposals for any capital expenditures in accordance with the Town of Cobourg Purchasing Policy;
- 7) To have Victoria Hall on-call person respond to any fire alarm calls after hours at the C. Gordon King Centre with Library on-call staff responding to all other after hours calls;
- 8) To provide the Library with access to the Town procurement discounts for routine cleaning supplies and paper products and to bill the Library for such products at the cost to the Town without mark-up on a monthly basis.
- 9) To maintain all outdoor signage and displays in a manner consistent with all other Town signage and in accordance with the Town sign by-law.

The Library covenants with the Town:

- 1) To accept the facility in the current condition as of this date;
- 2) To maintain the appearance of the facility and the equipment therein, matching other Town facilities by maintaining a neat, clean and well-kept space;
- 3) To hire and monitor internal cleaning staff in a manner and by a method as determined by the Library Board and the cost of this service will be at the expense of the Library;
- 4) To report, in writing, any broken or damaged or non-functioning infrastructure equipment immediately to the Facility Manager and the Director of Corporate Services;
- 5) To maintain all Library owned equipment in safe and good repair at its own expense;
- 6) To gather all refuse, litter, garbage or loose material in a central location for removal by Town Staff;
- 7) To not alter, demolish, add to, reconstruct, or in any way vary the facility without first having obtained the consent, in writing, of the Town, which consent may be withheld without cause or reason. It is understood that the Library houses within the facility moveable equipment such as furniture, computers, shelves and other movable equipment for the purpose of business operations and may replace, add to, or remove such items at their discretion;

- 8) Acknowledgement that all requests for facility repairs, replacements or improvements are subject to the final approval of the Municipal Council of the Town as evidenced by approval in the annual budget process.

7. ADMINISTRATION

The Town will provide, at the determination of the Library Board, the following administrative services:

- 1) Assistance with information technology services including computer networks and security as well as the Library internal telephone service as requested. To the extent that these services can be provided by Town Staff, the charge-back rate will be at \$53 per hour subject to change from time to time. If the requested services require an outside consultant, the cost of such services will be passed through to the Library at cost.
- 2) Assistance with any matters relating to Human Resources as requested from time to time and more specifically guidance with employee contract negotiations. Such assistance will be provided at no cost to the Library.
- 3) The Library will contract directly with the Municipal Auditor for the performance of the annual financial audit plus any additional services requested and the cost of such services shall be at the expense of the Library. The Library shall at all times use the same audit firm as hired by the Town. Currently, the audit is performed by KPMG out of their Kingston office.
- 4) Assistance from the Town Communication department on an as needed basis from time to time with any press releases or other communication materials. The cost for any advertising or promotional materials shall be at the expense of the Library but there shall be no charge for the use of staff time. An effort shall be made to ensure that there is a consistency between the Town and the Library websites and social media.
- 5) Assistance with any matters relating to Emergency Planning and Risk Management as may be requested from time to time. Such assistance will be provided at no cost to the Library.

8. COST RECOVERY

The Town will provide the Library with a monthly invoice summarizing all charges for the following goods and services:

- 1) Facility management, which includes staff time spent on routine minor maintenance to the building plus seasonal sidewalk and yard maintenance, shall be charged at a flat rate of \$1,250 per month and this amount shall be reflected in the annual Library operating budget.
- 2) I.T. Services at the rate of \$53 per hour for only those hours worked by Town staff plus the cost of any work performed by third party contractors or materials provided.

- 3) Any materials supplied or services provided by outside contractors will be charged back at cost with no mark-up.
- 4) Any cleaning or paper products purchased by the Town will be charged back at cost with no mark-up.

Invoicing will be done on a monthly basis by the end of the following month with payment in full expected within 30 days.

9. BUDGET AND FINANCIAL REPORTING

The Library shall submit an annual budget to Council for their deliberation no later than October 31st of the preceding year in such format as requested from the Town. It is anticipated that format will include the following sections:

- 1) All costs associated with providing library services including salaries and benefits, materials and consumable supplies including technology and generally all operating costs other than those required to operate the facility and;
- 2) All costs associated with the operation of the facility including yard and grounds maintenance.

In total, these two sections will form the annual budget for the operation of the Cobourg Public Library upon approval by the Municipal Council for the Town.

Any requests for financial reporting of any amounts regarding transactions between the Town and the Library shall be made in writing to both the Senior Financial Analyst and the Municipal Treasurer for the Town. Any such requests shall receive a response within 7 business days.

[NEXT PAGE IS SIGNATURE PAGE]

10. ADMINISTRATION OF THIS MOU

Any concerns or issues of non-compliance with the terms of this agreement should be promptly reported to the lead contacts for administering this agreement as follows:

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| 1) For the Corporation of the Town of Cobourg: | Name (print): Tracey Vaughan |
| | Position: Chief Administrative Officer (CAO) |
| | Signature: _____ |
| | |
| 2) For the Cobourg Public Library: | Name (print): Tammy Robinson |
| | Position: Chief Executive Officer (CEO) |
| | Signature: _____ |

This agreement made this _____ day of _____, 2021