

CONTRACT FOR LIBRARY SERVICE

AGREEMENT

Between: The Renfrew Public Library Board
13 Railway Ave., Renfrew, ON

("the Public Library Board")

And The Municipal Corporation of Horton Twp.
2253 Johnston Road, RR#5, Renfrew, Ontario

("the Municipality")

The Municipality and the Public Library Board agree as follows:

1.0 Description of services:

- 1.1 The Public Library Board shall endeavor to provide a comprehensive and efficient library service to the residents of the Municipality.
- 1.2 The Public Library Board shall operate a library open a minimum 50.5 hours per week and shall not make a charge for admission to the library or for use in the library of the library's materials, or the library's subscription/online services by the residents of the Municipality.
- 1.3 The Public Library Board shall allow the residents of the Municipality to:
 - a) borrow circulating books, access online resources and other materials
 - b) use reference and information services as the Public Library Board considers practicable, without making any charge
- 1.4 The Public Library Board may impose such fees as it considers proper for services not referred to in sections 1.2. and 1.3 above.

Contract for Library Service (continued)

2.0 Public Library Board Warranties:

2.1 The Public Library board is a corporation duly established under the *Public Libraries Act, R.S.O 1990, c. P.44.*

2.2 To ensure quality service under this Agreement, the Public Library Board shall:

- a) Ensure that all materials are available for use outside the library except for rare and fragile items and as per already established library policies.
- b) Ensure circulation policies of greatest convenience to the user and maximum use of materials;
- c) Ensure that the selection of materials reflects the needs of the community as defined in regular community analyses and studies
- d) Ensure that information provided to public library users is accurate, up-to-date and is coordinated with other appropriate organizations;
- e) Provide resources, programs and services to meet defined community needs.

3.0 Cost and Payment

3.1 The Municipality shall pay the Public Library Board all monies paid to the Municipality by the Province for library services through the Public Library Operating Grant (PLOG) program.

3.2 The Municipality shall provide an annual sum of \$8,000, above the PLOG funding, to be used for maintenance of a public library service equalized with the municipality for which the Public Library Board was established. This amount is to be increased by 2% on an annual basis.

3.3 The Municipality shall pay half of the annual sum at the beginning of the contract period and the other half shall be paid no later than 6 months later. The PLOG funding shall be sent to the Public Library Board when received by the Municipality. Payment covers the current service year.

Contract for Library Service (continued)

4.0 Municipality Representation on the Public Library Board

- 4.1 The Public Library Board shall request its appointing council to appoint a lay-resident of the Municipality recommended by the Municipality to the Public Library Board to hold office for the term concurrent with the term of the appointing council.

5.0 Reports

- 5.1 The Public Library Board shall submit an annual report to the Municipality.
- 5.2 The Municipality shall make an annual report to the Ministry (through the ***Annual Survey of Public Libraries***).

6.0 Limitation of Liability

- 6.1 The Municipality shall not be liable for any injury, death or property damage to the Public Library Board, its employees or agents or for any claim by any third party against the Public Library Board, its employees or agents.
- 6.2 The Municipality shall not be liable for any incidental, indirect, special or consequential damages or loss of use, revenue or profit of the Public Library Board arising out of or in any way related to this Agreement or the services.

7.0 Length of Term and Cancellation

- 7.1 This agreement will run for a 36-month period and is renewable if requested by both parties.
- 7.2 The agreement shall cover a January – December fiscal year. The original signing date of the agreement shall be backdated to January 1st, 2020 and run until December 31st, 2020.
- 7.3 Either the Municipality or the Public Library Board may terminate this Agreement at any time upon one year of notice.

Contract for Library Service (continued)

8.0 Notices

8.1 Notices under this Agreement shall be given in writing by personal delivery or mail

9.0 Representatives

9.1 The Municipality Representative shall be the Chief Administrative Officer of the Municipality. The Public Library Board's Representative shall be the Chief Executive Officer. Each party may designate a different representative by notice in writing.

10.1 Inspections

10.1 In accordance with Section 28 of the *Public Libraries Act, R.S.O 1990, c. P.44*, a Municipality designate shall be entitled, at all reasonable times to review records, books, accounts and documents in the possession or under the control of the Public Library Board. In accordance with the Privacy Commissioner of Ontario, these records, copies or excerpts of these records, may not be removed from the Library premises.

11.0 Entire Contract

11.1 This agreement constitutes the entire Agreement between the parties. There are no other agreements or understandings.

Date:

CAO/Clerk Hope Dillabough
Township of Horton

Date:

The Public Library Board