

Stormont, Dundas and Glengarry County Library Board

FACILITIES POLICY

Policy Type: Library Board

Date of Formal Board Approval: April 13, 2017

Revised: May 9, 2019

Purpose:

The Stormont, Dundas and Glengarry County Library Board is committed to providing effective, relevant and responsive library services to the residents, businesses and government bodies of the United Counties of Stormont, Dundas and Glengarry. This will be accomplished by offering services at our physical branch facilities, by the provision of alternate service delivery methods such as the “Pop Up” Library (at community events), at “Library Express” depots in areas without facilities, and/or by the provision of “virtual” library services via the Library’s website, www.sdglibrary.ca.

Responsibility of the Local Municipality:

It is the responsibility of the local municipality in which the branch library is located to provide a suitable space for its operation. Suitability is based on accepted guidelines provided by provincial library associations, using the expertise of those associations. Upon approval of the Library Board, the Library may also rent appropriate facilities from other organizations or individuals when a municipally-provided space is not available.

1. Branch Library Facilities

1.1 Location and Number

The location, number and size of branch libraries will be planned with the approval of the Library Board, and funded by Council of the United Counties of Stormont, Dundas and Glengarry.

1.1.1 Branch library facility requirements shall be determined by the Library Board in consultation with staff and with opportunity to receive a presentation from the local municipality involved.

1.1.2 Co-location with other community services will be considered on a case-by-case basis.

1.1.3 Locations with easy access, parking and visibility in population centres will be preferred.

1.2 Space Requirements and Size

The amount of space required by a public library depends on the unique needs of the individual community. For new or re-located facility planning standards, the Board will use the *Administrators of Rural-Urban Public Libraries of Ontario (ARUPLO) Guidelines for Rural/Urban Public Library Systems* as a basic guide in determining the suitability of the space provided by or proposed by a municipality. (See Appendix A)

1.3 Accessibility Standards

The Accessibility for Ontarians with Disabilities Act (AODA) standards for Accessible Built Environment and for Accessible Customer Service shall be used to determine the suitability of the space provided by or proposed by a municipality.

1.4 Leasing Standards

The Stormont, Dundas and Glengarry County Library Board will lease space from the facility provider using a standard lease agreement. (See Appendix B)

1.4.1 The lease agreement will set out the respective responsibilities of the Board and the local municipality or organization or individual.

1.4.2 The lease agreement will be customized as appropriate for each branch facility.

1.5 Safety Standards

Library branch facilities must provide a safe and secure workplace for staff, and comply with pertinent legislation. Regular inspections by the Joint Health and Safety Committee will be carried out and concerns arising from these inspections, as well as worker concerns, will be addressed by the Library Board and the facility provider.

1.6 Facility Types and Service Levels

Effective evaluation and assessment of a Library branch's needs is best achieved if each facility is treated separately, keeping in mind its service area and needs of the municipality.

1.6.1 Resource Branch -- A Resource Library branch is intended to be "the" facility in a community where visitors can find a full range of services, including programs for all ages, informational training and resources, and access to government resources and services. It must be fully AODA-compliant, and meet all of the community needs within its designated service area. It will include a number of

public access computers and will provide free wireless access for Library members and visitors. This type of branch will include a broad range of services, as defined in the Strategic Plan.

Every local municipality will have at least one Resource Branch.

1.6.2 Neighbourhood Branch -- A Neighbourhood branch serves the designated service area surrounding it. It may provide selective programs and services in addition to circulating popular fiction materials for all ages, modest information (non-fiction) collections, and/or a local history collection, but it will not offer the same level of service as a Resource branch. It will include one or more public access computers, and will have free wireless access for Library members.

1.6.3 “Library Express” Depot -- A “Library Express” depot will be established as a signed partnership with a local business, and is intended to provide the population in a designated service area lacking a branch facility with access to the Library’s circulating collections. Public access computers and free wireless access will not be provided unless already offered by the local business involved. Hours of operation will be concurrent with that of the business partner.

2. Service Level Review

The Library Board will review and assess services at each branch at least every two years. A reduction of an average of 20% in circulation compared with the preceding two years will trigger an assessment of that branch as a candidate for closure or re-designation by the Board. Conversely, an increase of 20% in circulation is going to trigger an assessment of an increase in hours of operation and/or an enhancement of services offered. Other metrics used to determine the viability of a branch will include: the number of active users, the amount of walk-in traffic, the number of new patrons, program attendance, environmental conditions, accessibility standards and/or use of Library technologies at that branch.

3. Open Hours

The number of open hours for a branch will be decided by the Board, based on factors such as circulation and use statistics, service level review (see above) and recognized need in the community. Scheduling open hours will be determined by the Director of Library Services in consultation with staff.

4. Signage

4.1 Exterior Signage -- The intent of exterior signage is to provide clear directional and identification signage for branches of the Library. Visually appealing and consistent signage throughout will ensure Library branch identification recognition. The overall principles for all exterior library signs are that they will be durable (both weather and fade resistant) and easily changed as the need arises.

Any cost-sharing arrangement between the Library Board, the local municipality and fundraising bodies will be discussed on a case-by-case basis. Library staff will work cooperatively with the local municipality to determine the successful development, specifications, fabrication, installation and ultimate maintenance of the exterior sign. Library staff will grant final approval for the sign artwork and its location.

4.2 Directional (Road) Signs – Directional road signage will indicate the presence and location of the Library in the community. Whenever possible, the Library will work with the Transportation and Planning Department of the United Counties of Stormont, Dundas and Glengarry to erect directional signage.

4.3 Interior Signs – Systemic interior signs will allow self-directed use of each branch facility.

5. Community Space

The Stormont, Dundas and Glengarry County Library Board rents facilities from the local municipalities (or building owner) for the exclusive use of the SDG Library in its delivery of Library services to the community. This includes co-sponsored programs where a Library staff member is in attendance (thus the branch is open) and is able to oversee the use of the space. The Library Board does not rent or otherwise provide meeting room space for non-library sponsored groups or programs except with the prior approval of supervisory staff. (See: *Facilities Use Policy and Request Form*)

Sources used: The Library Development Guide Series – “Making the Case for Your Library Building Project”. © Southern Ontario Library Service, 2010; Middlesex County Library, “Facility and Equipment Policy”, 2012.

Appendix A: **ARUPLO Guidelines for Rural/Urban Public Library Systems**

Follow this link to view the guidelines:

http://aruplo.weebly.com/uploads/2/8/3/7/2837807/guidelines_3rd_edition.pdf

LEASE AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____,
201__.

BETWEEN:

***(Name of
Municipality/Township/Organization/Individual),
hereinafter referred to as "XXXXXXX"***

OF THE FIRST PART

-and-

**The Stormont Dundas and Glengarry County Library Board
hereinafter referred to as the "Board"**

OF THE SECOND

PART

WHEREAS XXXXXXX and the Board wish to provide and maintain public library services in (*community*) for the benefit of library users within the United Counties of Stormont, Dundas and Glengarry.

NOW THEREFORE, it is agreed between the Parties hereto as follows:

1. XXXXXXX will supply premises suitable for the intended purpose, at a location acceptable to the Board, and will maintain such premises in a state of repair that is acceptable to the Board.
2. XXXXXXX will:
 - (i) Assume responsibility for the heating and electrical cost incurred during the occupancy of the premises by the Board.
 - (ii) Maintain the grounds, parking and building access areas, on which the premises is located, in a manner that is

- satisfactory and acceptable to the requirements of the Board; and
- (iii) Permit the placement of appropriate signage on the exterior and interior of the building.
 - (iv) Provide custodial services required for the building other than the space used for library purposes.
3. The Board will maintain and provide public library services at the premises supplied by XXXXXXXX for the benefit of library users on a basis that is consistent with the practices of the Board in the delivery thereof within the County Library System established by by-law of the Council for the United Counties of Stormont, Dundas and Glengarry.
 4. The Board will provide the custodial services required for the general maintenance of the premises exclusively used by the Library.
 5. The Board or XXXXXXXX will not, during the duration of this Agreement, conduct any alterations to the demised premises without prior written consent of the other Party.
 6. The Board covenants with XXXXXXXX to pay rent, on a per square footage basis, for the space that is supplied and occupied by the Board for the intended purpose of this Agreement, as shown in the table below (exclusive of applicable taxes):

| | | | |
|-------------------|----------------|----------------|----------------|
| | 2018 | 2019 | 2020 |
| | \$4.00/ | \$6.00/ | \$8.00/ |
| Square Footage | square foot | square foot | square foot |

Further, for 2021 and 2022, rates be increased by the Consumer Price Index.

7. Indemnification

XXXXXXX covenants and agrees to defend, indemnify and save harmless the United Counties of Stormont, Dundas & Glengarry and the Board their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by XXXXXXXX, their officers, employees, agents, or others who XXXXXXXX is legally responsible, in respect to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided to the County and Board in accordance with this Agreement, and shall survive this Agreement.

The United Counties of Stormont, Dundas & Glengarry and Board, covenants and agrees to defend, indemnify and save harmless XXXXXXXX, their elected officials, officers, employees and from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the County and Board, their officers, employees, agents, or others who the County and Board are legally responsible, in respect to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided to XXXXXXXX in accordance with this Agreement, and shall survive this Agreement.

8. Insurance

Each party, at their own expense shall maintain insurance requirements for the duration of the agreement as noted below:

Municipal Liability issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products & completed operations; owners & contractors protective; occurrence property damage; employees and volunteers as Additional Insured(s); contingent employers liability; tenants legal liability cross liability and severability of interest clause.

XXXXXXX shall add the United Counties of Stormont, Dundas & Glengarry and the Board as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Counties and the Board.

The United Counties of Stormont, Dundas & Glengarry and the Board shall add XXXXXXX as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to XXXXXXX.

Each party shall be responsible for the physical damage to their property used in providing service as outlined in the agreement.

Any applicable Deductible to any insurance coverage shall be the sole responsibility of the Named Insured and the additional Insured shall bear no cost towards such deductible.

Each party shall provide the other parties with a certificate of insurance evidencing the above noted coverage including a 30-day notice of cancellation.

In addition to General Insurance, each party shall provide evidence of WSIB or its equivalent.

9. Term

This Agreement will be in force for a term of five (5) years, from December 31, 2017 to December 31, 2022, with the option of renewal for an additional five (5) year increment, up to and including December 31, 2027. Either party may give notice to terminate this Agreement by providing ninety (90) days written notice to the other.

IN WITNESS WHEREOF XXXXXXXX and Board hereto have executed this Agreement.

THE CORPORATION OF XXXXXXXX

PER: _____
Authorized Signing Officer

PER: _____
Authorized Signing Officer

THE STORMONT, DUNDAS AND GLENGARRY COUNTY LIBRARY BOARD

PER: _____
Authorized Signing Officer

PER: _____
Authorized Signing Officer