

Memorandum of Understanding

BETWEEN

[your band's name here] Elected Council
including the Chief, Council, Employees, Agents, and Successors
("Council")

AND

[your official FNPL name here] Public Library
including the [initials of your PL], Board, Employees, Agents, and Successors
("[initials of your PL]")

(Council and [FNPL] collectively herein the "Parties")

WHEREAS Council as the governing body of the [reserve name] Indian Reserve ("territory") performs the functions of a government for the territory;

AND WHEREAS both Parties wish to provide the people of [reserve name] with a high level of library services;

NOW THEREFORE the Parties hereto for themselves, their successors and assigns respectively mutually covenant and agree with each other, as follows:

1. Memorandum

This Memorandum is the Parties commitment and agreement in respect to the terms and conditions for the transparent and accountable transfer of funds from Council to the [your library name here].

2. General

- 2.1 This Memorandum and any appended Schedules constitutes the entire agreement between the parties. No future modification, supplement, amendment, or waiver of this Memorandum shall be binding or effective unless agreed to by both parties in writing.
- 2.2 The division of this agreement into sections and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of the agreement.
- 2.3 All accounting and financial terms used herein shall be interpreted and applied in accordance with generally accepted accounting principles that have been established in Canada.

3. Funds

- 3.1 Council shall transfer the funds identified in Schedule A in equal bi-annual instalments to the [your library initials here].
- 3.2 In the event that [your library initials here] fails to adequately meet its responsibilities under this agreement, Council may immediately cease fund transfers.

4. Services

- 4.1 [your library initials here] shall provide library services to the [band/reserve name] Community in accordance with the [your library initials here] annual work plan attached as Schedule B.

5. Responsibilities of [your library initials here]

- 5.1 [your library initials here] shall maintain financial records and prepare financial statements in a manner that permits Consolidated Audited Financial Statements to be prepared.
- 5.2 [your library initials here] shall prepare an annual Consolidated Audit.
- 5.3 [your library initials here] shall provide Council with a copy of the Consolidated Audit for the purpose of releasing the audit to the public, which may include, but is not limited to, posting the audit on the Council's website.
- 5.4 [your library initials here] shall allow Council's staff access to all financial records, financial statements, and auditing policies, if required by Council.
- 5.5 [your library initials here] shall provide Council with annual financial statements prepared in accordance with the *Year-end Reporting Handbook*.
- 5.6 [your library initials here] shall:
- a) Avoid any Conflict of Interest in the performance of this memorandum; and
 - b) Immediately provide Council with information regarding any real or perceived Conflict of Interest that arises during the course of this memorandum and what steps will be taken to resolve the Conflict.
- 5.7 [your library initials here] shall reserve a position on the [your library initials here] board for a [band name] Councillor. The Councillor will act as a Trustee of the [your library initials here] Board in accordance with the [your library initials here] by-laws and the Ontario Public Library Act, RSO 1990.
- 5.8 [your library initials here] shall make quarterly reports to an appropriate Committee of Council as directed by Council.
- 5.9 [your library initials here] shall maintain written policies directing spending and spending authorities of [your library initials here] funds.
- 5.10 [your library initials here] shall provide Council with an annual work plan and budget as information.
- 5.11 [your library initials here] shall maintain all financial records for a period of at least 7 years.

6. Indemnification

6.1 [your library initials here] shall indemnify and hold harmless Council from and against any and all liability, loss, costs, damage, expenses, actions, lawsuits, or proceedings, by whomever made in any way based upon anything done or omitted by the [your library initials here] in the performance of the [your library initials here]'s responsibility under this agreement.

7. Responsibilities of Both Parties

7.1 Both Parties shall ensure that a defined relationship between the Parties exists and is maintained between both parties.

7.2 Both Parties shall provide this Memorandum to any [your band's name] member if requested, and shall not charge any fee in excess of the cost for the copying of the document.

8. Termination

8.1 Either party may at any time, for any reason, terminate this memorandum by providing 60 days written notice to the other Party. During the 60 days the Parties may attempt to negotiate a mutually agreeable arrangement.

8.2 Council may terminate this memorandum immediately if, in the opinion of Council, [your library initials here] has:

- a) knowingly provided false or misleading information in any communication with Council;
- b) breached any material provision of this Memorandum including, but not limited to, failing to provide services in accordance with [your library initials here]'s work plan; or
- c) discontinued or is unable to complete its services.

8.3 Upon receipt or issuance of notice of termination [your library initials here] shall immediately cease to spend any Funds remaining under its control and shall reimburse Council all unused and misused Funds.

9. Term

9.1 This Memorandum will commence on the 1st day of April, 20xx ("Commencement Date").

9.2 The initial term of this Memorandum shall be three years from the Commencement Date.

9.3 If, within thirty (30) days of the end of the initial term or any subsequent term, the Memorandum is neither renewed nor terminated by either Party, the Memorandum shall be deemed to be renewed for an additional three year term commencing on the last day of the previous term.

10. Disputes

10.1 All disputes and negotiations will be conducted in good faith in an attempt to reach an agreement that is acceptable to both parties.

10.2 Any dispute that cannot be resolved may proceed to a mutually agreed upon mediation process.

11. Non-Business Days

11.1 If any action is required to be taken pursuant to this MOU on or by a specified date which is not a business day, then such action shall be deemed valid if taken on or by the next business day.

12. Force Majeure

12.1 Notwithstanding anything contained in this MOU, neither Party shall be liable for any failure or delay on its part to perform any of the terms, conditions or obligations of this Agreement to the extent that such failure or delay is the result of a cause beyond its reasonable control, including such things as availability of material, equipment, utilities, services, an act of God, a fire, an act of public enemy, an act of His Majesty in his sovereign capacity, laws, a flood, a quarantine restriction, an epidemic, a labour dispute, a riot or civil commotion, vandalism, malicious mischief, or other similar cause beyond its control and not avoidable by reasonable foresight and which occurs without the default or negligence of the Party seeking relief. The Party being delayed shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay and the other Parties shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The Party delayed shall, however, use its best efforts to fulfill the obligation(s) in question as soon as reasonably possible.

13. Severability

13.1 If any provision of this MOU is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction the remaining provisions of the MOU shall continue in full force and effect.

14. Official Notice

14.1 Whenever in this Memorandum notice is required or permitted to be given by either party, such notice will be in writing and shall be deemed to be received if delivered by hand or prepaid courier to the party for which it is intended or forwarded by fax to the parties' respective addresses as follows:

[band name] Elected Council
[address]
[address], Ontario [postal code]

Fax: (xxx) xxx-xxxx
Attn: [first/last name]
Senior Administrative Officer

[your library name] Public Library
[address]
[address], Ontario [postal code]

Fax: (xxx) xxx-xxxx
Attn: [your name]
CEO/Director of Library Services

14.2 The above addresses may be changed from time to time by either party giving notice as provided above.

14.3 Notice shall be deemed to be given on the day delivered, or if forwarded by fax, on the following business day, as the case may be.

15. Authorization

[band name] Elected Council
GC [#motion]

[library name] Public Library

By: _____

By: _____

Date: _____

Date: _____

Name:
Title:

Name:
Title:

By: _____

By: _____

Date: _____

Date: _____

Name:
Title:

Name:
Title:

SCHEDULE A

1. [band name] Council shall provide the sum of [written out in capital letters] (\$xxx,xxx) to the [library name] Public Library.
2. This sum shall be paid bi-annually in April and August.
3. The amount of [amount written out in capital letters] DOLLARS (\$xx,000) shall become payable to the Library on the first Friday of each payment months.
4. An additional [amount written out in capital letters] DOLLARS (\$xx,000) will be identified by [band name] Council in new grant opportunities. Should said additional funds not be awarded from outside sources, [library name] Public Library will report to [band name] Council the necessity of additional funds no later than the last Committee of the Whole of the third fiscal quarter.

SCHEDULE B: Work Plan

1. [FNPL] will hold regular operational hours xx hours per week and xx hours per week during the summer.
2. [FNPL] will employ staff in addition to the operational hours in order to conduct the business of the Library.
3. [FNPL] will run programs including [Reading Clubs/Circles], [Speaker Series], [Movie Series], and community dialogue and debate on relevant issues to Library Services throughout the year.
4. [FNPL] will provide internet access, wireless access, database access and other cyber resources as is the standard of Library Services.
5. [FNPL] will maintain an Action Plan which will identify the annual and three year goals of the Library.
6. [FNPL] will develop an updated Strategic Plan for [20xx-20xx] which will address the current and growing needs of an innovative library services for the community of Six Nations.
7. [FNPL] will work within a budget during a fiscal year, while realizing the flexibility to alter said budget for innovative services and initiatives.
8. [FNPL] will continue to apply for currently funded grants, as well as identify new dollars available from other sources, for the purpose of expanding services, collections and types of operations.
9. [FNPL], in accordance with the [FNPL] by-laws and as directed by the Ontario Public Library Act will hold 10 regularly scheduled open Board meetings annually, as well as additional closed committee and business meetings.
10. [FNPL] will hear community suggestions, complaints and concerns about current and future services and debate those within the Boardroom.
11. [FNPL] will remain a cutting-edge Library, providing the highest quality services to the community, and shall strive towards proof of said excellence through the Ontario Public library Guidelines Accreditation process.
12. Quarterly written reports will be submitted to the Human Services Committee.
13. In addition to being maintained according to [FNPL] policies, copies of minutes and agendas from Board meetings will be provided to the Records Management Department.