

The Corporation of the Town of Latchford

By-Law No. 2025-030

Being a By-Law to enter into a Library Services Agreement with the Cobalt Public Library Board

Whereas under Section 29 (1) of the Public Libraries Act, 2001, R.S.O., 1990, chapter P.44, as amended, the council of a municipality may, instead of establishing or maintaining a public library, enter into a contract with a public library board for the purpose of providing the residents of the municipality with library services, on the terms and conditions set out in the agreement; and,

Whereas under Section 29 (2) of the Public Libraries Act, 2001, R.S.O., 1990, chapter P.44, as amended, the municipal council, local service board or band council entering into a contract under subsection (1) shall make any report required by this Act or the regulations or requested by the Minister; and,

Now therefore be it Resolved that the Council for the Corporation of the Town of Latchford enacts as follows:

1. THAT the Library Services Agreement is hereby attached hereto as Appendix A and forms part of this by-law.
2. That the CAO of the Town of Latchford is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
3. This by-law shall come into force and effect on the date of its passing.

Read a first and second and third time this 14th day of October 2025.


Mayor, Sharon Gadoury-East.


CAO, Malorie Robinson.

AGREEMENT

Between: The Cobalt Public Library Board
(Box 135, Cobalt, ON, P0J 1C0)

("the Public Library Board")

And the Corporation of the Town of Latchford
(10 Main Street Latchford Ontario P0J-1N0)

("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, in cooperation with other public library boards, 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 of 20 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 by the residents of the Municipality.
- 1.3 The Public Library Board shall allow the residents of the Municipality to:
 - a) borrow circulating books and other materials;
 - b) access the library's online resources and services;
 - c) 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.

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.
- 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) Provided resources, programs, and services to meet defined community needs.

Contracting for Library Services

Contract for Library Service (continued)

3.0 Cost

- 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.

4.0 Reports

- 4.1 Both the Public Library Board and the Municipality shall make an annual report to the Ministry by completing the *Annual Survey of Public Libraries*.

5.0 Limitation of Liability

- 5.1 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.
- 5.2 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 Cancellation

- 7.1 This agreement will be in force until terminated, in writing, by both parties.
- 7.2 Either the Municipality or the Public Library Board may terminate this Agreement at any time upon one year of notice.

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.

10.0 Inspections

- 10.1 In accordance with Section 28 of the *Public Libraries Act, R.S.O 1990, c. P.44*, the Municipality 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.

Contracting for Library Services

11.0 Entire Contract

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

OCT 14 2025

Date:


CAO/Clerk-Treasurer, Malorie Robinson

OCT 14 2025

Date:


Mayor, Sharon Gadoury-East

Date:

The Public Library Board

Date:

The Public Library Board