



# Library Board

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**Meeting Date:** October 27, 2015

**Submitted by:** Lindsay Brock, Library Services Manager

**SUBJECT:** SCHEDULED OUTREACH SERVICE AGREEMENT: LEADS EMPLOYMENT SERVICES

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## **BACKGROUND:**

Leads Employment Services supports individuals with disabilities and their pursuit of meaningful employment. They bring job seekers and employers together, build professional relationships, and help enhance and support the skills of their clients. Leads Employment Services would now like to provide services using the office space located at the Lucan and Parkhill libraries.

## **ANALYSIS:**

The Library Services Manager, together with Jeff Withers, Manager – Employment and Skills Development Services, drafted the attached agreement. The term for the Scheduled Outreach Service Agreement commences on November 1, 2015 and expires November 1, 2020.

## **RECOMMENDATION:**

That the Scheduled Outreach Service Agreement with Leads Employment Services be approved and that the Library CEO and Library Board Chairman be authorized to execute the agreement.

Attachment

**SCHEDULED OUTREACH SERVICE AGREEMENT**

**MEMORANDUM OF AGREEMENT** effective this 1<sup>st</sup> day of November, 2015.

**B E T W E E N:**

**THE MIDDLESEX COUNTY LIBRARY BOARD**  
(hereinafter called "the Board")

**OF THE FIRST PART**

- and -

**LEADS EMPLOYMENT SERVICES**

**OF THE SECOND PART**

hereinafter collectively referred to as the "**Parties**"

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** the Parties covenant and agree as follows:

**1. OBJECTIVE OF THIS AGREEMENT**

The objective of this Agreement is for:

- a) the Board to provide access to and use of the premises at 270 Main Street Lucan, ON N0M 2J0 ("**Lucan Branch**") to Leads Employment Services employees (as detailed in this Agreement);
- b) Leads Employment Services employees serve individuals aged 18 and older who have a developmental disability in securing and maintaining competitive employment in London and Middlesex County (hereinafter "Programs and Services") from the Lucan Branch.

**2. SERVICES TO BE PROVIDED**

Subject to the fulfillment of the service conditions in section three (3) of this Agreement, Leads Employment Services shall provide a single delivery network of Programs & Services which are easily accessible to the public from the Lucan Branch by means of in-person attendance, online, telephone and mail.

**3. SERVICE CONDITIONS**

**3.1 Term**

Subject to the termination and amendment provisions of this Agreement, the term of this Agreement shall commence on November 1, 2015 and expire on November 1, 2020 ("**Term**").

At least 30 days prior to the end of the Term, the Parties agree to communicate with each other for the purpose discussing renewal terms. If no agreement is reached prior to the last day of the Term, this Agreement shall expire unless the Parties mutually agree in writing to extend the negotiation

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*Initials*

period for sixty (60) days (“**Extension Period**”). In the event renewal terms have not been agreed to by the Parties at the end of the Extension Period, this Agreement shall terminate immediately on the last day of the Extension Period.

### **3.2 Termination, Amendment, Waiver, Assignment & Enurement**

- a) The Board may terminate this Agreement by providing Leads Employment Services with 30 days written notice.
- b) No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
- c) Neither this Agreement nor any right or obligation under this Agreement may be assigned by any party, other than provided for herein, without the prior written consent of the other Parties. This Agreement ensures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

### **3.3 Access to Provide Services**

#### *a) Access to and Use of Premises, Furniture and Equipment*

The Board shall give access to and use of premises at the Lucan Branch to Leads Employment Services employees for the purpose of providing in-person, on-line, telephone and mail services to the public.

#### *b) Service Agreement*

This Agreement is a service agreement. Leads Employment Services in no way agrees to enter into a rental or lease agreement with any party.

#### *d) Declaration of Partner Right to Premises*

The Board declares having a contractual right pursuant to a lease with the Municipality of Lucan-Biddulph (the landlord), to provide access to and use of the Lucan Branch premises to Leads Employment Services.

#### *e) Continued Right to Premises*

The Board shall maintain its status providing it with the right to provide access to Leads Employment Services for the duration of the Term of this Agreement and Extended Term, if exercised.

### **3.4 Detail of Services – Reception Space**

The Board shall provide access to and use of a reception space composed of a chair and public washrooms for the use of Leads Employment Services employees and the general public seeking access to Programs & Services.

### **3.5 Detail of Services – Office Space, Furniture and Equipment**

#### *a) Office Space, Furniture & Equipment Provided by the Board*

The Board shall provide and maintain in good working order, for the use of Leads Employment Services employees and the public via appointment with Leads Employment Services employees, the following space, furniture and equipment:

- i) Confidential meeting space – a private enclosed office with sufficient space or space in the library programming room.
- ii) wireless internet access for Leads Employment Services employees.
- iii) one (1) desk/table;
- iv) one (1) desk chair for a Leads Employment Services employee;
- v) two (2) visitors/consultation chair in the office for private meetings with the general public (additional chairs available for use)
- vi) Access to printer
- vii) Access to a telephone

### **3.6 Ownership of Furniture and Equipment**

All furniture and equipment provided by the Board pursuant to section 3.5 a) of this Agreement shall remain the property of the Board. All equipment provided by Leads Employment Services pursuant to section 3.5 b) of this Agreement shall remain the property of the Leads Employment Services.

### **3.7 Communication & Advertising**

#### *a) Internal Signage Space*

The Board shall provide space within the premises of the Lucan Branch for Leads Employment Services signage, which will be provided by Leads Employment Services.

#### *b) Display Space*

The Board shall provide space to display Leads Employment Services display materials.

c) *Return of Materials*

At the expiry of or upon termination of this Agreement, the Board shall remove all Leads Employment Services signage and display materials and return them to Leads Employment Services.

d) *Official Languages*

The Board will display signage and display materials provided by Leads Employment Services and intended for the general public in both of Canada's official languages.

### **3.8 Security, Safety and Confidentiality**

a) *Security*

- i) The Board shall take measures to ensure that Leads Employment Services employees work in a secure environment without any risk to their health and physical safety.
- ii) The Board shall provide evacuation plans and/or instructions to Leads Employment Services employees as of the effective date of this Agreement.

b) *Confidentiality*

- i) The Board and Leads Employment Services will jointly put all measures in place to ensure that all persons at the Lucan Branch premises will respect the confidential nature of the services provided by Leads Employment Services.
- ii) The Board shall inform and instruct its staff of the confidential nature of the services provided by Leads Employment Services and the obligation to respect confidentiality at all times.
- iii) The Board shall ensure that neither it nor its staff represent themselves as Leads Employment Services representatives, agents of Leads Employment Services or service providers for Leads Employment Services.
- iv) The Board, its personnel and agents shall not provide information, advice, opinions or assistance to the public with regard to Programs & Services.

c) *Access for Persons with Disabilities*

The Board shall provide access to the Lucan Branch to persons with disabilities.

### **3.8 Other**

a) *Leads Employment Services Employee Schedule*

- i) The Board shall provide access to and use of the Lucan Branch premises to Leads Employment Services on an as-needed basis, within the Lucan Branch open hours, subject to holidays. The Board confirms that the public will have access to the Lucan Branch on the same days and at the same times as noted above, subject to holidays.

- ii) To the extent possible, Leads Employment Services agrees to respect the schedule noted in (i) above and to promptly advise the Board of any change in the schedule.
- b) *Advertising, Compliance with Law*

Subject to the Leads Employment Services' adherence to all applicable law, the Board will permit Leads Employment Services to use information about the premises to advertise and communicate Leads Employment Services presence in the community. The Leads Employment Services agrees that at all times when providing services pursuant to this Agreement and/or using information from the public, it shall comply with and be responsible for complying with all applicable laws, including all laws pertaining to the protection of personal information of individuals.

c) *Maintenance & Other Services*

The Board shall be responsible for:

- i) maintaining the premises, interior and exterior of the Lucan Branch;
- ii) providing clean internal and external space, including scheduled cleaning services once per week and the cleaning of public washrooms and accidents as required;
- iii) providing the use of electricity required for all equipment for Leads Employment Services employees and the public free of charge;
- iv) taking reasonable measures to ensure the security of any Leads Employment Services materials and equipment stored on the premises. Reasonable measures do not include the Board obtaining insurance coverage for Leads Employment Services property. Leads Employment Services will keep its furniture and equipment at the Lucan Branch at 100% its own risk and responsibility;
- v) providing adequate lighting of the premises and all space to be used by Leads Employment Services employees and the general public;
- vi) all repair and maintenance costs of the Lucan Branch and all furniture and equipment provided by the Board pursuant to section 3.4 a) of this Agreement. The Board shall not be responsible for any furniture and equipment provided by the Leads Employment Services pursuant to section 3.4 b) or any insurance thereof; and
- vii) removing and disposal of any garbage and recycling of paper.

d) *Business Continuity/Resumption Plan*

- i) The Board will inform Jeff Withers, Manager, Employment and Skills Development Services, immediately of any circumstance resulting in an interruption of access to the Leads Employment Services employees or the general public for more than one working day or the need for any repair or maintenance to furniture and equipment provided by Leads Employment Services pursuant to section 3.5 b) of this Agreement.

- ii) Leads Employment Services shall advise the Board of any repair required to the Lucan Branch premises, furniture and equipment provided by the Board pursuant to section 3.5 a) herein.

*e) Employer-Employee Relationship*

Leads Employment Services is the employer of personnel providing Programs & Services to the public at the Lucan Branch. Any employees of the Board responsible for providing support to the Board in fulfilling the terms of this Agreement remain employees of the Board.

*f) Dispute Resolution*

In the event of a dispute, Leads Employment Services and the Board shall make reasonable efforts to resolve such disputes.

*g) Counterparts*

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

*h) Further Assurances*

The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

**[ONE (1) SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

**THE MIDDLESEX COUNTY LIBRARY BOARD**

Date: \_\_\_\_\_, 2015

Address for Service:  
Attn: CEO/County Librarian  
The Middlesex County Library Board  
399 Ridout Street North  
London, ON N6A 2P1

Per: \_\_\_\_\_  
\_\_\_\_\_, Chair

Per: \_\_\_\_\_  
\_\_\_\_\_, CEO/County Librarian

*We have authority to bind the Board*

**LEADS EMPLOYMENT SERVICES**

Date: \_\_\_\_\_, 2015

Address for Service:  
Attn: Jeff Withers  
Leads Employment Services  
51 Front St. E  
Strathroy, ON N7G 1Y5

Per: \_\_\_\_\_  
\_\_\_\_\_, Manager, Employment and  
Skills Development Services

*I have authority to bind Leads Employment Services*