

PARKLAND REGIONAL LIBRARY AGREEMENT

(Updated to Reflect New Act and Regulations)

September 21, 2000

WHEREAS the Libraries Act of Alberta, Chapter L-12.1 (1983) and the Libraries Amendment Act, Chapter 19 (1998) hereinafter collectively referred to as the “Act” provide that:

A. a municipality, improvement district, special area, Metis settlement or school authority, upon entering into and becoming a party to an agreement as provided for by the Libraries Regulation, being Alberta Regulation 141/98 (hereinafter referred to as the “Regulation”) with one (1) or more municipalities, improvement districts, special areas, Metis settlements, or school authorities, and upon complying with the regulations, may request the Minister to establish a library system, and

B. the Minister may establish a library system board and may prescribe the boundaries of the library system, and

C. a library system board so established by the Minister is a corporation, and the Community Development Grants Regulation (Alta. Reg. 57/98) in Division 2 allows

D. the Minister to make a grant upon the establishment of the library system and to make annual grants where the Minister decides the library system is providing satisfactory service

AND WHEREAS the municipalities listed in Schedule “A”: attached hereto (hereinafter referred to collectively as the “Parties” and individually as the “Party”):

A. desire to enter into an agreement for the ongoing operation of a library system pursuant to the Act, and [Reg. s.25(1)(a)]

B. are prepared to jointly finance and operate a library system and, [Reg.s.25(1)(f)(g) and (h)]

C. agree that all library materials which are available through their municipal libraries should be accessible to all residents served by the library system; [Reg.s.25(1)(i)]

AND WHEREAS pursuant to the Act the Parties intend to request that a library system board be continued and known as “**The Parkland Regional Library Board**”, [Libraries Amendment Act, Section 20] hereinafter referred to as the “PRL Board”;

AND WHEREAS section 25 of the Regulation sets out various terms and conditions that must be provided for in this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree with each other as follows:

CLAUSE 1. - DEFINITIONS

1.1 In this Agreement, including the recitals:

- (a) [Clause (a) is repealed].
 - (a.1) “basic information service” means basic information service as defined in the regulations for the purposes of this Act;
- (b) “board” means a municipal board, library system board, community board or federation board;
- (c) “community board” means a community library board established or continued under Part 4;
- (d) “community library” means a library established or continued under Part 4;
- (e) “council” means
 - (i) in the case of a city, town, municipal district, village, summer village or specialized municipality, the council;
 - (ii) repealed 1995 c24s99(13)
 - (iii) in the case of a school authority, the board of trustees;
 - (iii.1) in the case of a metis settlement, the settlement council, or
 - (iv) in the case of an improvement district or special area, the Minister of Municipal Affairs;
 - (v) repealed 1994 cM-26-1 s642(37);
- (e.1) “federation board” means a federation board established under Part 4.1;
- (f) “library system” means a library system established, or a regional library continued, as a library system under Part 3;
- (g) “library system board” means a library system board under Part 3.
- (h) “Minister” means the Minister of Community Development;
- (i) “municipal board” means a municipal library board.
- (j) “municipal library” means a library established or continued under Part 2.
- (k) “municipality” means a city, town, village, summer village, municipal district or the Jasper Improvement District;
- (l) “public library” means a municipal library, library system or community library;
- (m) “Public Library Rate” means the rate assessed and levied pursuant to section 17;
- (n) “school authority” means a school district, school division or regional division.

(Section 1 of the Libraries Amendment Act, Statutes of Alberta, 1998, chapter 19, as appended to this agreement.)

1.2 In this Agreement, including the recitals:

- (a) “Act”
- (b) “Deputy Minister”
- (c) “library resources”
- (d) “library service point”
- (e) “resource sharing”

have the same meaning as defined in Section 1 of the Libraries Regulation, being Alberta Regulation 141/98, as appended to this agreement. “Basic Information Service” has the same meaning as defined in Section 2 of the same regulation.

1.3 In this Agreement, including the recitals:

- (a) “agreement”,
- (b) “jurisdiction”,
- (c) “resource centre”

have the same meaning as defined in Section 22, of the Libraries Regulation, being Alberta Regulation 141/98.

1.4 In this Agreement, including the recitals:

- (a) “the Act” refers to The Alberta Libraries Act, Chapter L.12.1, 1983 and the Libraries Amendment Act, Chapter 19, 1998
- (b) “the Regulations” refers to The Libraries Regulation, 1998
- (c) “non-member” refers to a resident of a non-participating jurisdiction
- (d) “population” refers to the most recent population figure for the jurisdiction published by Alberta Municipal Affairs
- (e) “system services” refers to the services which are supplied to municipal library boards as a result of their membership in Parkland Regional Library.

CLAUSE 2. - OPERATION

2.1 The Parties to this Agreement shall enable the PRL Board to maintain and operate the library system in accordance with the Act and Regulations as may be amended from time to time.

2.2 The Parties to this Agreement shall enable the PRL Board to provide a library service to all their residents through the PRL Board established by this Agreement in the manner and upon the terms set out in this Agreement.

2.3 The Parties to this Agreement, in co-operation with their municipal library boards, shall make all library materials belonging to the PRL Board and municipal boards accessible to the residents of the Parties.

CLAUSE 3. - EFFECTIVE DATE

3.1 The date for renewal of the original agreement shall be the First day of January, 2002.
[Reg.s.25(1)(b)]

CLAUSE 4. - APPOINTMENTS TO THE PRL BOARD

4.1 Where a municipality is a Party to this Agreement, it shall appoint one member to the PRL Board. [Act s.22(a)]

4.2 Any additional members shall be appointed in accordance with the Regulation.
[Reg.s.33(1)]

CLAUSE 5. - TERM OF APPOINTMENT

5.1 The term of any appointment to the PRL Board shall be in accordance with section 32 of the Regulation.

CLAUSE 6. - POWERS AND DUTIES OF THE PRL BOARD

6.1 Subject to the provisions of the Act and the Regulation and subject to the provisions of this Agreement, the PRL Board shall manage and control the library system by organizing, promoting and maintaining comprehensive and efficient library services.
[Reg. s.25(1)(d)]

6.2 The PRL Board shall engage a person as Chief Operating Officer whose responsibility shall be the administration of the library system. The PRL Board shall fix the compensation and all other terms of employment of this person. [Reg. s.19(1)]

6.3 The PRL Board may engage such additional employees as are required for the operation of the library system in accordance with section 19 of the Regulation.

6.4 The PRL Board shall cooperate with other libraries, library systems, resource libraries and with the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing of library resources.

6.5 The PRL Board shall inform member municipalities and municipal library boards about issues relating to system service delivery and request input from those municipal library boards and municipal councils.

6.6 The PRL Board shall meet a minimum of four (4) times per year.

6.7 The PRL Board shall provide adequate insurance coverage for its operations.

CLAUSE 7. - EXECUTIVE COMMITTEE

7.1 When the number of members on the PRL Board is more than 20, the PRL Board shall establish an Executive Committee of not more than 10 persons. [Reg.s.25(1)(e)]

7.2 The PRL Board shall define the powers and duties of the Executive Committee. [Reg.s.25(1)(e)]

7.3 Appointment to the Executive Committee shall be made in accordance with section 25(3) and section 25(4) of the Regulation.

7.4 Members of the Executive Committee shall be selected on a geographic basis. Such selection shall be made by PRL Board members representing that geographic area.

CLAUSE 8. - LIBRARY SYSTEM BUDGET

8.1 The PRL Board shall prior to November 1 of each year submit a budget to the Parties to this Agreement and an estimate of the money required during the ensuing fiscal year to operate the library system. [Reg. s.25 (1)(f)]

8.2 The budget and estimate of money required referred to in clause 8.1 above, shall be effective upon receipt by the PRL Board of written notification of approval from two-thirds of the Parties to this Agreement which must represent at least two-thirds of the member population; and thereupon, each Party to this Agreement shall pay to the PRL Board an amount which is the product of the per capita requisition set out in Schedule "B" and the population of the Parties to the agreement. Payments shall be made on or before the dates set out therein.

8.3 The population of a municipality that is a Party to this Agreement shall be deemed to be the most recent population figure for the municipality as published by Alberta Municipal Affairs.

8.4 Municipalities which join the library system after January 1, 1998 shall pay a signing fee as determined by the PRL Board.

8.5 The PRL Board shall apply to the Government of Alberta for all library grants for which it is eligible, in accordance with the Department of Community Development Grants Regulation 57/98.

8.6 Notwithstanding Clause 17.1.c., any increase in the requisition requires written notification of approval from two-thirds of the parties to this agreement which must represent at least two-thirds of the member population.

CLAUSE 9. - LIBRARY SYSTEM SERVICES TO PUBLIC LIBRARIES [Reg. 25 1 (i)]

9.1 The PRL Board shall equip, establish and maintain a library system for the residents of the Parties to this Agreement and the services provided may include, but not be limited to those listed in Schedule C.

CLAUSE 10. - LIBRARY SYSTEM SERVICES TO SCHOOL LIBRARIES, GROUPS, INDIVIDUALS, OR AGENCIES

10.1 The PRL Board may enter into one or more separate contracts with any other person or group including but not limited to a school authority, college, or Indian band to provide library services as specified in the contract.

CLAUSE 11. - ROLES AND RESPONSIBILITIES OF MUNICIPAL LIBRARY BOARDS WITHIN THE SYSTEM [Reg. .25(1)(j)]

11.1 The powers and duties of municipal boards within the library system shall be defined in accordance with Part 2 of the Act and as specified in the terms and conditions of the Agreement, including:

(a) municipal boards may not offer system services to residents of non-participating municipalities unless these boards collect the prescribed non-member fee as defined in Schedule B.

11.2 Each municipal board within the library system shall:

(a) comply with the Regulation in the provision of library service to the residents of the municipality;

(b) act as a liaison between the residents of the municipality and the PRL Board, to advise the residents of the municipality of the policies of the PRL Board and bring their needs to the attention of the PRL Board;

(c) cooperate with the PRL Board in implementing system-wide policies;

(d) in accordance with Clause 9.1 (c) and (d) of this Agreement, make available to all residents of the Parties all library materials normally lent under municipal board policy;

(e) submit copies of all library policies, bylaws, goals and objectives, and plan of service documents to the PRL Board if requested by the PRL Board;

(f) forward copies of its budget, annual report and audited statement for the preceding year, to the PRL Board if requested by the PRL Board;

(g) collect the non-member fee in accordance with Schedule B, and submit it to the PRL Board in accordance with policy set by the PRL Board, and

(h) pay the Goods And Services Tax amount owing on allotment purchases to the PRL Board.

11.3 If a municipal library has been established in a municipality and is receiving library services from the PRL Board, the authority of the municipal board is subject to any limitation of its authority under this Agreement. [Act s.25 and Reg. s.25 (1)(j)]

CLAUSE 12. - OWNERSHIP OF PROPERTY

12.1 All real and personal property (including intellectual property rights) acquired by the PRL Board shall be the property of the PRL Board except library materials acquired by the PRL Board (e.g. purchased with the municipal board allotment) on behalf of a municipal board which operates a library and the catalogue records relating to those materials, which shall be the property of the municipal board.

12.2 In the event that PRL dissolves, assets will be divided among current members with the approval of the Minister. Such division shall take into account the relative populations of the jurisdictions and the length of their memberships.

CLAUSE 13. - WITHDRAWAL

13.1 Any Party to this Agreement may withdraw from this Agreement in accordance with the Act, section 28. This termination will be effective at the end of the PRL budget year.

CLAUSE 14. - DIVISION OF ASSETS

14.1 If a Party to this Agreement withdraws from the Agreement pursuant to Section 28 of the Act, that Party shall be deemed to have forfeited any right of ownership or share in the assets of the PRL Board.

CLAUSE 15. - COMPLETION OF THE LIBRARY SYSTEM [Reg. s.25(1)(c)]

15.1 The Parties to this agreement agree that any municipality listed in Schedule “A - 1” may become a party to this Agreement and a member of the PRL Board by:

- a) signing an agreement accepting this Agreement,
- b) complying with the terms of this Agreement, and
- c) receiving the approval of the Minister.

15.2 The PRL Board may set policy concerning criteria for acceptance of new members.

CLAUSE 16. - LIBRARY SYSTEM REPORTS

16.1 The PRL Board shall make an annual report on the operation of the library system to each of the Parties to this Agreement and to each municipal board or advisory committee and to the Minister on or before March 31 in the year following the year for which the annual report was prepared. [Reg. s.25(1)(1)]

CLAUSE 17. - AMENDMENT [Reg. s.25(1)(m)]

17.1 This Agreement may be amended according to a motion for amendment passed by the PRL Board.

- (a) During the first three years of this agreement such amendment shall be effective upon receipt by the PRL Board of written notification from all of the parties to this agreement that they have so authorized such amendment.
- (b) From January 1, 2001 and in subsequent years of this agreement amendment shall be effective upon receipt by the PRL Board of written notification from two-thirds of the Parties to this Agreement representing two-thirds of the member population that they have so authorized such amendment.
- (c) There shall be 13 months written notice of any change in this Agreement unless there is unanimous consent.
- (d) The Parties to this Agreement shall conform with such amendment upon notification from the PRL Board that this clause has been fulfilled.

CLAUSE 18. - EXTENSION

18.1 The provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors and all the eligible participants who may join in this Agreement with the original Parties. [Reg. s.25(1)(m)]

18.2 This Agreement shall remain in force until amended in accordance with Clause 17.

CLAUSE 19. - RURAL SERVICE GRANT

19.1 In the event that the PRL Board receives a Library Services Grant on behalf of the residents of a rural municipality, these grant monies shall be distributed to member public libraries in accordance with direction from that rural municipality.

If a library designated as a recipient of the grant is in default of provincial legislation and regulation, the designated monies will be held until the library achieves compliance or until the end of Parkland's current fiscal year occurs, whichever occurs first. Should the library still be non-compliant by December 31st, the rural municipality controlling the assignment of the grant shall be asked for instructions on reassignment to other libraries found within its area.

CLAUSE 20. - ENTIRE AGREEMENT

20.1 This document, including all schedules appended, constitutes the entire agreement between the Parties with respect to the subject matter; all prior agreements, representatives, statements, negotiations and undertakings are superseded hereby.

Schedule A

The following municipalities are Parties to this Agreement:

City of Camrose	Village of Czar
Town of Bashaw	Village of Delburne
Town of Bentley	Village of Donalda
Town of Blackfalds	Village of Edberg
Town of Bowden	Village of Elnora
Town of Carstairs	Village of Forestburg
Town of Castor	Village of Hay Lakes
Town of Coronation	Village of Heisler
Town of Daysland	Village of Hughenden
Town of Didsbury	Village of Lougheed
Town of Eckville	Village of Rosalind
Town of Hardisty	County of Camrose No. 22
Town of Innisfail	Clearwater County
Town of Killam	Flagstaff County No. 29
Town of Lacombe	Mountain View County No. 17
Town of Olds	County of Paintearth No. 18
Town of Penhold	County of Stettler
Town of Ponoka	Ponoka County
Town of Provost	Red Deer County
Town of Rimbey	Lacombe County
Town of Rocky Mountain House	M.D. of Provost
Town of Sedgewick	Summer Village of Birchcliff
Town of Stettler	Summer Village of Gull Lake
Town of Sundre	Summer Village of Half Moon Bay
Town of Sylvan Lake	Summer Village of Jarvis Bay
Village of Alix	Summer Village of Norglenwold
Village of Alliance	Summer Village of Parkland Beach
Village of Amisk	Summer Village of Rochon Sands
Village of Bawlf	Summer Village of Sunbreaker Cove
Village of Big Valley	Summer Village of White Sands
Village of Bittern Lake	
Village of Caroline	
Village of Clive	
Village of Cremona	

Schedule A-1

The following municipalities are eligible to become members of Parkland Regional Library under the currently defined boundaries. [Source: Geographic Areas for Library Systems in Alberta, Alberta Community Development, June 2000] Populations shown are 1999 figures.

Counties:

Camrose County	7613
Clearwater County	10915
Flagstaff County	4015
Lacombe County	10081
Mountain View County	11277
Paintearth County	2316
Ponoka County	8313
Provost M.D.	2705
Red Deer County	17126
County of Stettler	5278

Cities, Towns and Villages:

Alix	775
Alliance	169
Amisk	214
Bashaw	775
Bawlf	364
Bentley	987
Big Valley	308
Bittern Lake	193
Blackfalds	2001
Botha	194
Bowden	1014
Camrose	14,290
Caroline	472
Carstairs	2086
Castor	970
Clive	517
Coronation	1166
Cremona	380
Czar	199
Daysland	679
Delburne	641
Didsbury	3553
Donalda	241
Eckville	901
Edberg	137

Elnora	278
Ferintosh	130
Forestburg	930
Gadsby	40
Galahad	175
Halkirk	131
Hardisty	808
Hay Lakes	352
Heisler	195
Hughenden	302
Innisfail	6773
Killam	1048
Lacombe	8517
Lougheed	253
New Norway	270
Olds	5815
Penhold	1625
Ponoka	6149
Provost	2045
Red Deer	60075
Rimbey	2106
Rocky Mountain House	5805
Rosalind	195
Sedgewick	937
Stettler	6062
Strome	269
Sundre	2190
Sylvan Lake	5178

Summer Villages:

Birchcliff	102
Burntstick Lake	7
Gull Lake	149
Half Moon Bay	53
Jarvis Bay	83
Norglenwold	281
Parkland Beach	97
Rochon Sands	86
Sunbreaker Cove	86
White Sands	49

Schedule B

Membership fee:

The Parkland Regional Library membership fee shall be as follows:

2016 - \$7.88

Any changes to this schedule shall be made on the basis of approved budgets and estimates in accordance with Clause 8.2 of this agreement.

Non-member fee:

The annual non-member fee shall be as follows:

\$60 per household

The non-member fee shall be shared equally between the municipal board and the PRL Board.

Any changes to this schedule shall be made on the basis of approved budgets and estimates in accordance with Clause 17 of this agreement.

General:

For 1998 and each subsequent year each party to this Agreement shall pay to the PRL Board the amount required pursuant to Clause 8 of this Agreement.

Parties shall make 4 equal installments January 1, April 1, July 1 and October 1 of each year.

Schedule C

- (a) technical services, including central ordering, central cataloguing, physical processing and assistance with conversion of catalogues to machine-readable form;
- (b) library automation programme with sub-licensing option, connected to the Alberta Public Library Electronic Network.
- (c) materials and collections, including materials allotment, large print rotating blocks, multilingual books, regional audio collection, and electronic databases;
- (d) resource sharing, including interlibrary loans, subject requests, reference service and a union catalogue;
- (e) miscellaneous programs and services, including summer reading programs, and discount ordering of supplies;
- (f) workshops, automation training and library consultation, on-site library help consultation, and
- (g) delivery and communications, including scheduled delivery service, librarians' advisory group meetings, toll-free phone and fax lines to headquarters, electronic mail, website, and newsletters;
- (h) special grants for collection development or programming
- (i) other programs or services as approved by the PRL Board from time to time.

Signatures

In Witness thereof, the undersigned being one of the Parties set out in “Schedule A” to this Agreement, has duly executed this Agreement.

Name of the Party to this Agreement

(City, Town, Village, County, Municipal District)

Authorized signature

Please print name

Authorized signature

Please print name

Signed, sealed and delivered, the _____ day of _____, 20____.

Chairperson of municipal library board

Please print name