

Appendix A



AGREEMENT TO ESTABLISH an INTERMUNICIPAL LIBRARY BOARD

Pursuant to section 12 of the Libraries Act

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Memorandum of an agreement made this 26<sup>th</sup> day of January A.D. 2010

Between:  
Westlock County  
of the first part

And

The Town of Westlock  
of the second part

**WHEREAS** Section 12 of the Libraries Act (part 1.1) makes provisions whereby such Councils may, with the consent of the Minister, enter into agreements relating to the provision of a library service, and

**WHEREAS** it is deemed expedient and proper by Councils and Parties concerned, that such an agreement be entered into:

**NOW THEREFORE**, the parties hereto covenant and agree as follows:

1. That this agreement shall take effect on the date the Minister responsible for libraries establishes the Board.
2. That the parties hereto agree to establish and operate jointly an Intermunicipal Library Board to be known as The Westlock Intermunicipal Library Board (hereafter referred to as the Board).
3. That the management and operation of the Westlock Municipal Library, Jarvie Public Library, and M. Alice Frose Library, be delegated to the Board constituted as follows:
  - a. 5 members appointed by the Council of the Town of Westlock, of which only 1 appointee may be a member of Council
  - b. 4 members appointed by the Council of Westlock County, of which only 1 appointee may be a member of Council
  - c. All public appointments shall be for a term of 3 years
  - d. All Council appointments shall be for a term of at least 1 year as determined by the Councils
  - e. That the Board shall elect one of its members as a Chairperson
4. That the Board so appointed shall exercise all powers and perform all the duties delegated to an Intermunicipal Library Board under section 12 of the Libraries Act.
5. That the Board shall keep accounts of its receipts, payments, credits and liabilities.

6. That the financing of the Board shall be arranged as follows:
  - a. That Westlock County shall contribute 50% of any deficit in the Board's annual approved budget. These monies shall be due to the Board in March of the operating year.
  - b. The Town of Westlock shall contribute 50% of any deficit in the Board's annual approved budget. These monies shall be due to the Board in March of the operating year.
  - c. That the annual budget and estimate of funding for the upcoming year shall be prepared by the Board prior to November 1<sup>st</sup> of the current year, and transmitted to each participating Council for the estimate of funding approval. The budget is for information purposes only.
7. That a person appointed by the Board and ratified by Councils shall conduct an annual financial report in accordance with the Libraries Act, and when complete, the report shall be submitted to each Council that is party to this agreement. The person appointed by the Board shall not be a Library employee, nor a Board Trustee, nor a Councilor of a municipality that is party to this agreement. He or she shall be certified as at least a Registered Public Accountant.
8. That the Board or any party to this agreement may propose amendments to this agreement. Amendments will be sent forward to the Board in writing at least 1 month prior to the next Board meeting before submitting the changes to the Minister responsible for libraries for final approval.
9. Using the following system, it is hoped that any dispute between the parties to this agreement can be settled:
  - Step 1** It is important to avoid any dispute by ensuring the plan is adhered to as adopted.
  - Step 2** Should any party to this agreement identify an issue that it wishes to dispute, that party should inform the other parties, in writing, the reasons for its dispute.
  - Step 3** Each party to the agreement will appoint a representative, all of whom will constitute an ad hoc Dispute Committee.
  - Step 4** The Committee should discuss the issue with the intent to seek a solution by consensus.
  - Step 5** Should the Committee be unable to arrive at a consensus, then each Committee representative will contact his or her chief elected officer to arrange a joint meeting of the Councils of the municipalities that are parties to this agreement. Councils will then discuss possible solutions.
  - Step 6** Should the Councils be unable to reach a solution, any municipality may contact Alberta Municipal Affairs to commence a mediation process under the department's guidance.
  - Step 7** In a case where further action under the Act is unavailable, the results of the mediation report will be binding on each municipality.
10. If a third municipality becomes a party to the Agreement, 1 Board member would be appointed from the municipality. Decisions regarding the financing and structure of the Board shall be determined by the three partners within the first year of the third party entering into the agreement.
11. That this agreement shall continue until December 31, 2013 and thereafter may be terminated on the 31<sup>st</sup> day of December in any year. Any party may give notice to the other parties that it intends to withdraw from the agreement on or before January 1<sup>st</sup> of that year.

12. Assets:

- a. That the assets and liabilities of the current Westlock Municipal Library, Jarvie Public Library, and Fawcett Public Library, which are set up under the joint agreement between Westlock County and the Town of Westlock, shall be transferred to the Intermunicipal Library on formation of a newly named Intermunicipal Library Board.
- b. If any municipality withdraws from a three partner agreement, it leaves all its assets and liabilities with the Board.
- c. If a municipality withdraws from a two partner agreement, the assets will be distributed as per a winding-up plan that addresses the transfer of assets and liabilities.

13. If the parties to this agreement wish to dissolve the Intermunicipal Library Board they shall proceed in accordance with the Libraries Regulations with a minimum of 6 months notice of intent to withdraw. The final dissolution shall be in accordance to the directions, and orders, of the Minister responsible for libraries

**Town of Westlock**

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**Mayor**

\_\_\_\_\_  
**Town Manager/ C.A.O.**

**Westlock County**

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**Reeve**

\_\_\_\_\_  
**C.A.O.**