

**THE CHINOOK ARCH REGIONAL LIBRARY SYSTEM
AGREEMENT
Revised April 2021**

WHEREAS the Libraries Act of Alberta, hereinafter referred to as the "Act" provides that:

- A. a municipality, improvement district, special area or school authority, upon entering into and becoming a party to an agreement as provided for by the Libraries Regulation, hereinafter referred to as the "Regulation" with one (1) or more municipalities, improvement districts, special areas, or school authorities, and upon complying with the Regulation 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 under the *Libraries Act*.

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

- A. recognize that the most effective way to provide a high quality of library service is through cooperation and,
- B. desire to enter into an agreement to establish a library system pursuant to the Act and Regulation.
- C. are prepared to jointly finance and operate a library system and,
- D. agree that all library materials which are available through their municipal libraries should be accessible to all residents of the library system;

AND WHEREAS the Parties to this Agreement have each carried out all the requirements pursuant to the Regulation to enter into this Agreement;

AND WHEREAS pursuant to the Act the Parties intend to request that a library system be established known as "**The Chinook Arch Library Board**", hereinafter referred to as the "Board";

AND WHEREAS section 26 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 2. - DEFINITIONS

2.1 In this Agreement, including the recitals:

- (a) "board",
- (b) "community board",
- (c) "community library",
- (d) "council",
- (e) "library system",
- (f) "library system board",
- (g) "Minister",
- (h) "municipal board",
- (i) "municipal library",
- (j) "municipality",
- (k) "public library",
- (l) "Public Library Rate", and
- (m) "school authority"

have the same meaning as defined in section 1 of the Libraries Act, statutes of Alberta, 2000, chapter L-11, as appended to this agreement.

2.2 In this agreement, including the recitals:

- (a) "Act"
- (b) "Deputy Minister"
- (c) "library resources", and

have the same meaning as defined in Section 1 of the Libraries Regulation, being Alberta Regulation 141/1998, as amended up to and including Alberta Regulation 134/2018, as appended to this agreement.

CLAUSE 3. - OPERATION

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

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

3.3 The Parties to this Agreement shall make all library materials belonging to the Board and municipal boards accessible to the residents of the Parties.

CLAUSE 4. - EFFECTIVE DATE

4.1 The starting date for this Agreement shall be the First day of April, 1992.

CLAUSE 5. - APPOINTMENTS TO THE CHINOOK ARCH LIBRARY BOARD

[Act s.16(a) - (d)]

5.1 Where a municipality is a Party to this Agreement, it shall appoint one member to the Board.

5.2 Where an improvement district is a party to this Agreement, the Minister of Municipal Affairs shall appoint one member to the Board.

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

CLAUSE 6. - TERM OF APPOINTMENT

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

CLAUSE 7. - POWERS AND DUTIES OF THE CHINOOK ARCH LIBRARY BOARD

7.1 Subject to the provisions of the Act and the Regulation and subject to the provisions of this Agreement, the Board shall manage and control the library system by organizing, promoting and maintaining comprehensive and efficient library services.

7.2 The Board shall engage a person as Director who shall be a graduate of an accredited post graduate library program, or hold equivalent qualifications and whose responsibility shall be the administration of the library system.

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

7.4 The 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.

CLAUSE 8. - EXECUTIVE COMMITTEE

8.1 The Board shall make provision for the establishment of an Executive Committee of not more than 10 persons when the number of members to the Board is more than 20. The Board may empower the Executive with the authority to act on its behalf between Board meetings.

8.2 Appointment to the Executive Committee shall be made in accordance with the Executive Officers policy.

8.3 The Executive Committee is responsible for recruiting and fixing the compensation and all other terms of employment of the Director.

CLAUSE 9. - LIBRARY SYSTEM BUDGET

9.1 The Board shall prepare a four-year levy schedule and submit it to all Parties to this Agreement on or before September 1 of the fiscal year before the levy schedule is to take effect.

9.2 The levy schedule and estimate of money required referred to in clause 9.1 above, shall be effective upon receipt by the Board of written notification of approval from two-thirds of the Parties to this Agreement representing two-thirds of the persons living within the boundaries of the library system; and thereupon, each Party to this Agreement shall pay to the 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.

9.3 The population of a municipality that is a Party to this Agreement shall be deemed to be the most recent official estimate of the population for the municipality published by the Government of Alberta for the fiscal year prior to the fiscal year in which the levy is made.

9.4 The municipality which is a Party to this Agreement shall pay the annual per capita library system levy directly to the Board as stated in "Schedule B, clause 1" which forms part of this agreement.

9.5 In a municipality which is a Party to this Agreement and which has a municipal board, the municipal board shall pay from its revenue the annual per capita levy directly to the Board as stated in "Schedule B, clause 2".

9.6 The Board shall apply to the Government of Alberta for all library operating grants for which it is eligible.

9.7 Municipal boards may retain any revenues generated at the local level, and may expend such funds as they see fit to provide library services to their communities.

CLAUSE 10. - LIBRARY SYSTEM SERVICES TO PUBLIC LIBRARIES

10.1 The Board shall equip, establish and maintain a library system for the residents of the Parties to this Agreement and the services provided may include:

(a) technical services, including central ordering, central cataloguing and processing, and assistance with adding existing collections to the shared catalogue;

(b) materials and collections, including book allotment, reciprocal borrowing, regional lending service, inter-library loans, digital/online resources, and rotating collections;

(c) delivery and communications, including scheduled delivery service, area librarians meetings, toll free line to headquarters, marketing support, and newsletters;

(d) resource sharing, including continued and expanded information services provided by the Lethbridge Public Library, and a shared catalogue with customer-facing interface;

(e) programs and services, including summer reading programs, and discount ordering of supplies; and

(f) training and consultation, including professional consultation, and continuing education; and

(g) information technology support, including network management, threat protection, help desk support, email, website hosting, and purchasing services.

**CLAUSE 11. - LIBRARY SYSTEM SERVICES TO SCHOOL
LIBRARIES, GROUPS, INDIVIDUALS, OR AGENCIES**

11.1 The Board may enter into one or more separate contracts with any other person or group including a school authority, military base, or First Nation to provide library services as specified in the contract.

**CLAUSE 12. - ROLES AND RESPONSIBILITIES OF MUNICIPAL
LIBRARY BOARDS WITHIN THE SYSTEM**

12.1 The powers and duties of municipal boards within the library system shall be as specified in the terms and conditions of this Agreement.

12.2 Each municipal board within the library system shall:

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

(b) pay from its revenue the annual per capita levy directly to the Board as stated in "Schedule B, clause 2".

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

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

(e) in accordance with Clause 10.1 (b) and (d) of this Agreement, make available to all residents of the Parties all library materials normally lent under municipal board policy;

(f) forward a copy of its plan of service to the Board;

(g) forward a copy of its budget for the current year, a copy of its annual report and a audited statement of receipts and disbursements for the preceding year, to the Board on or before June 30;

(h) in general, perform such duties as are necessary to operate library services in the municipality.

12.3 The relationship between the Board and the City of Lethbridge Library Board (the municipal library designated as the resource centre) shall be set out in a separate agreement between those two parties as outlined in Appendix A attached to this agreement.

12.4 If a municipal library has been established in a municipality and is receiving library services from the Board, the authority of the municipal board is subject to any limitation of its authority under this Agreement.

CLAUSE 13.- OWNERSHIP OF PROPERTY

13.1 All real and personal property (including intellectual property rights) acquired by the Board shall be the property of the Board except library materials acquired by the 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.

CLAUSE 14.- DIVISION OF ASSETS

14.1 If a Party to this Agreement withdraws from the Agreement pursuant to section 22 of the Act, that Party shall be deemed to have forfeited any right of ownership or to share in the assets of the Board.

CLAUSE 15. - COMPLETION OF THE LIBRARY SYSTEM

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 Board by:

- (a) signing an agreement containing the terms and conditions of this Agreement as amended,
- (b) complying with the terms of this Agreement as amended, and
- (c) receiving the approval of the Minister.

CLAUSE 16. - LIBRARY SYSTEM REPORTS

16.1 The 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 April 15 in the year following the year for which the annual report was prepared.

CLAUSE 17. - AMENDMENT

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

(a) During the first three years of this agreement such amendment shall be effective upon receipt by the Board of written notification from all of the parties to this agreement that they have so authorized such amendment.

(b) During the fourth and subsequent years of this agreement amendment shall be effective upon receipt by the Board of written notification from two-thirds of the Parties to this Agreement representing two-thirds of the persons living within member jurisdictions of the library system that they have so authorized such amendment.

(c) The Parties to this Agreement shall conform with such amendment upon notification from the 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 eligible participants who may join in this Agreement with the original Parties.

CLAUSE 19. - ENTIRE AGREEMENT

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

CLAUSE 20. - INSURANCE

20.1 The Board shall provide adequate insurance coverage for its operations.

Signatures

IN WITNESS WHEREOF the undersigned being one of the Parties set out in Schedule "A" to the Agreement has duly executed this Agreement.

Name of the Party to this Agreement

(Print Name) _____
Mayor/Reeve

(Print Name) _____
Chief Administrative Officer/Administrator

Dated this _____ day of _____, 20_____.

SCHEDULE "A"
List of Parties To The Chinook Arch Library Board
(Revised December 2021)

Village of Arrowwood
Village of Barons
Village of Barnwell
County of Cardston
Town of Cardston
Village of Carmangay
Village of Champion
Town of Claresholm
Town of Coaldale
Town of Coalhurst
Village of Coutts
Village of Cowley
Municipality of Crowsnest Pass
Town of Fort Macleod
Village of Glenwood
Village of Hillspring
City of Lethbridge
County of Lethbridge
Village of Lomond
Town of Magrath
Town of Milk River
Village of Milo
Town of Nanton
Town of Nobleford
Town of Picture Butte
M.D. of Pincher Creek
Town of Pincher Creek
M.D. of Ranchland No. 66
Town of Raymond
Town of Stavely
Village of Stirling
Town of Taber
MD of Taber
Town of Vauxhall
Town of Vulcan
County of Vulcan
Village of Warner
Warner County
M.D. of Willow Creek
Kainai Board of Education

SCHEDULE "A-1"
LIST OF ELIGIBLE MUNICIPAL PARTICIPANTS
TO THE CHINOOK ARCH LIBRARY BOARD

City:	Lethbridge	Villages:	Arrowwood Barnwell Barons Carmangay Champion Coutts Cowley Glenwood Hillspring Lomond Milo Stirling Warner
Counties:	Vulcan County County of Warner Lethbridge County Cardston County		
M.D.s:	Pincher Creek MD Taber MD Willow Creek MD MD of Ranchland		
I.D.s:	#4 Waterton		
Towns:	Cardston Claresholm Coaldale Coalhurst Crowsnest Pass Fort Macleod Magrath Milk River Nanton Nobleford Picture Butte Pincher Creek Raymond Stavely Taber Vauxhall Vulcan		

School Authorities in the region may also join the Regional Library System.

SCHEDULE "A-2"

**LIST OF MUNICIPAL BOARDS
SUPPORTING THE CHINOOK ARCH LIBRARY BOARD**

Village of Arrowwood Library Board
Town of Cardston Library Board
Village of Carmangay Library Board
Village of Champion Library Board
Town of Claesholm Library Board
Town of Coaldale Library Board
Village of Coutts Library Board
Crowsnest Pass Municipal Library Board
Town of Fort Macleod Library Board
Village of Glenwood Library Board
City of Lethbridge Library Board
Village of Lomond Library Board
Town of Magrath Library Board
Town of Milk River Library Board
Village of Milo Library Board
Town of Nanton Library Board
Town of Picture Butte Library Board
Pincher Creek & District Library Board
Town of Raymond Library Board
Town of Stavely Library Board
Village of Stirling Library Board
Town of Taber Library Board
MD of Taber Library Board
Town of Vauxhall Library Board
Town of Vulcan Library Board
Vulcan County Library Board
Village of Warner Library
MD of Willow Creek Library Board

**Chinook Arch Library System Agreement
Schedule "B" Revised August 2018
The Chinook Arch Library Board Levy**

1. Municipalities

The levy paid to the Chinook Arch Board from the municipality which is a Party to the Agreement to which this schedule is attached shall be as follows for the period stated:

- a) for those municipalities **without** municipal library boards:
 - 2019 \$10.01 per capita minimum or by agreement
 - 2020 \$10.17 per capita minimum or by agreement
 - 2021 \$9.76 per capita minimum or by agreement
 - 2022 \$9.76 per capita minimum or by agreement

Subsequent years: As determined on the basis of approved budgets and estimates based on Clause 8 of this Agreement.

- b) for those municipalities having municipal library boards:

- 2019 \$8.01 per capita
- 2020 \$8.17 per capita
- 2021 \$7.76 per capita
- 2022 \$7.76 per capita

Subsequent years: As determined on the basis of approved budgets and estimates based on Clause 8 of this Agreement.

2. Municipal Boards and school authorities

The levy paid to the Chinook Arch Board by Municipal Boards of each Party to the Agreement to which this Schedule is attached and which operate libraries shall be as follows for the periods stated:
2019 - 2022 \$3.57 per capita

Subsequent years: As determined on the basis of approved budgets and estimates based on Clause 8 of this Agreement.

3. General

Each Party to this Agreement shall pay to the Chinook Arch Board out of revenue to the Party the amount required to be paid pursuant to Clause 8 of this Agreement:

- a) Municipalities and school authorities shall make two equal installments by January 15 and July 1 of each year during the currency of the Agreement.
- b) Municipal Boards and school authorities shall make two equal installments by January 15 and July 1 of each year during the currency of the Agreement.

Approved by Date:

Municipality:

Authorized Signature:

(Updated after 4 year Budget approval by Municipal Councils in 2018 for 2019-2022)