

NORTHERN LIGHTS LIBRARY SYSTEM
AGREEMENT

OCTOBER 1998

(Revised January 2015)

**NORTHERN LIGHTS LIBRARY SYSTEM
AGREEMENT**

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THE NORTHERN LIGHTS LIBRARY SYSTEM MASTER AGREEMENT

WHEREAS the Libraries Act of Alberta provides that:

"A municipality, improvement district, special area, Metis settlement on entering into and becoming a party to an agreement that contains provisions on terms required by regulations, with 1 or more municipalities, improvement districts, special areas or Metis settlements, and on complying with the regulations, may request the Minister to establish a library system.";

AND WHEREAS the Alberta Municipal Affairs Public Library Services Branch Grant Guidelines:

"Allows 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 Parties to this Agreement:

- a) recognize that the most effective way to provide a high quality of library services is through cooperation, and
- b) desire to enter into this Agreement to establish, maintain and operate a library system pursuant to the Libraries Act of Alberta, and
- 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 and community libraries should be accessible to all residents of the library system;

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

BE IT THEREBY RESOLVED THAT there is established a library system board known as the "Northern Lights Library Board", hereinafter referred to as the "Board".

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

- A. Schedules "A", "B", "C" and "D" attached hereto shall form part of this agreement.
- B. Terms used in the Agreement have the same meaning as defined in the Libraries Act except where otherwise expressly provided.

1. OPERATION

- 1.1 The Parties to the Agreement shall enable the Board to maintain and operate the library system in accordance with the Libraries Act as amended from time to time and the Libraries Regulation made thereunder from time to time.
- 1.2 The Parties to the Agreement shall provide a library service to all their residents through the Library System established by the Agreement in the manner and upon the terms set out in the Agreement.
- 1.3 The Parties to the Agreement shall make all library materials belonging to the Board and local member libraries accessible to all residents of the Parties to this Agreement.

2. TERM

The term of the Agreement is in effect from the date of addition of a new member, and shall then remain in effect from year to year, subject to Clause 13.

3. APPOINTMENTS

The Board shall consist of:

- 3.1 One member for each municipality and Metis settlement that is a member of the library system, who is appointed by the council of the municipality or Metis settlement.
- 3.2 One member for each improvement district and special area that is a member of the library system, who is appointed by the Minister of Municipal Affairs.
- 3.3 Any additional members appointed in accordance with the Libraries Regulation.

4. TERM OF APPOINTMENT

- 4.1 Appointments to the Board shall be for a term of not more than three (3) years and a person may not be appointed for more than three (3) consecutive terms totaling nine (9) years without the approval of 2/3 of all members of that council.
- 4.2 Any vacancy in the membership of the Board shall be filled in accordance with section 22 of the Act as soon as reasonably possible.
- 4.3 A council may, with respect to appointments under section 22(a) of the Act, appoint an alternate member to the Board if its board member.
 - 4.3.1 is unable to attend a meeting of the Board, and
 - 4.3.2 has given notice to the Board that an alternate member will attend.
 - 4.3.3 the alternate member shall not act in place of the Board member at more than 2 consecutive meetings except by resolution of the Board.

5. POWERS AND DUTIES

- 5.1 The management, regulation and control of the system is vested in and shall be exercised by a board of management known as the "Northern Lights Library Board" hereinafter referred to as the "Board" having the powers and duties pursuant to the Libraries Act and Libraries Regulation of Alberta.
- 5.2 The Board shall engage a person as librarian, hereinafter referred to as the "System Director", having qualifications and experience as a librarian and whose responsibility shall be the administration of the System. The Board shall fix the compensation and all other terms of employment of the System Director.
- 5.3 The Board may engage such additional employees as are required for the operation of the System.
- 5.4 The Board shall cooperate with other libraries, library systems, and resource libraries and with the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing library resources.
- 5.5 If a municipality that is a Party to the Agreement does not have a municipal board, the member of the Board appointed by the municipality shall receive the concerns of the residents through the advisory committee appointed by the council of the municipality to transmit those concerns.

5.6 Notwithstanding paragraph 5.5, if an advisory committee is not appointed by the council, the Board may appoint a committee to receive the concerns respecting library service and transmit them to the Board member representing the council of the municipality in which the advisory committee is located.

6. EXECUTIVE COMMITTEE

6.1 The Board shall establish an Executive Committee of not more than ten (10) persons when the number of members of the Board is more than twenty (20), to carry on the work of the Board at those times when the Board does not meet and to develop a statement of the powers and duties of that Committee.

7. RESTRICTION OF AUTHORITY

7.1 If a municipal library has been established in the municipality and is receiving library services from the Board, the authority of the Municipal Library Board is subject to the terms of this Agreement.

8. FISCAL MANAGEMENT

8.1 The Board shall, on or before December 1 of each year, submit to each Party to the Agreement a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the system, including the levy to be paid by the municipality and the library board.

8.2 Each Party to the Agreement shall pay to the Board the amount which is the product of the per capita requisition set out in Schedule "B" and the Population of the Party to the Agreement.

8.3 Each Party to the Agreement shall pay to the board the amount required to be paid pursuant to paragraph 8.2 of this Agreement by January 31 of each year.

8.4 The Population of a municipality, which is a Party to the Agreement, shall be the same population as used for the calculations of library grants as stated in the current Community Development Grants Regulation.

8.5 A municipality, which is a Party to this Agreement, shall pay the annual per capita System levy directly to the Board in accordance with the attached Schedule "B".

8.6 In a municipality which is a party to the Agreement and which has a municipal library board, the said municipal board shall pay, from its revenues, the annual per capita levy directly to the Board in accordance with the attached Schedule "B" by June 30 of each year.

- 8.7 A municipality or Metis settlement which is a Party to the Agreement and which does not have a municipal library board and which has authorized the Board to act as its library board, shall pay the total of the annual per capita levy directly to the Board in accordance with the attached Schedule "B".
- 8.8 Municipalities or Metis settlements, which join the System after January 1, 1998, shall pay an amount as determined by the Board.
- 8.9 The Board shall apply to the Government of Alberta for all library grants for which it is eligible, in accordance with the Community Development Grants Regulation and may apply for any other grants that are or may be available.
- 8.10 Municipal library boards and Metis settlements may retain any revenues generated at the local level by fees, fines, special fund raising efforts, gifts and donations and grants not specified in Schedule "B" and may expend such funds as they see fit to provide library service to that community.
- 8.11 If a library board is in default of payment by more than 60 days, it shall be subject to a two (2) per cent, per month simple interest, penalty charge on the outstanding balance.

9. SYSTEM SERVICES TO PUBLIC LIBRARIES

- 9.1 The Board shall establish, equip and maintain a library system for the residents of the Parties to this Agreement, which shall include provision of service in the following categories:
- a) Materials Services;
 - b) Technical Services;
 - c) Information Services;
 - d) Programming and Public Relations Services; and
 - e) Support Services.
- 9.2 Programs that may be offered in each of these categories are detailed in Schedule "C".

10. SERVICES TO OTHER GROUPS

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

11. THE SYSTEM AND ITS MEMBERS

The powers and duties of municipal boards within the System shall be as defined in accordance with Part 2 and Part 4 of the Libraries Act and as specified in the terms and conditions of this Agreement.

11.1 Each board within the System shall:

- a) comply with the Libraries Act and Regulation in provision of library service to its municipality,
- b) 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,
- c) in cooperation with the Board, set guidelines for the operation of the library, including hours of library opening, management, use and services,
- d) cooperate with the Board in matters such as non-resident fees,
- e) submit file copies of all library policies, by-laws and needs assessment documents to the Board,
- f) in addition, a board within the System may purchase or acquire library materials and articles of educational, cultural or artistic value, providing that such materials are accessible and paid for out of the library board's own financial resources,
- g) receive, hold and administer bequests, donations and gifts of real and personal property for local library purposes and,
- h) in general, perform such duties as are necessary to operate library service in the community.

11.2 The relationship between the Board and the board of the Resource Centre shall be set forth in a separate agreement between the Board and the library board of the designated Resource Centre and shall include the terms and conditions outlined in Schedule "D" of this Agreement.

12. PROPERTY OWNERSHIP

12.1 All personal property of the municipal or community board:

- a) on the date which the council signs the Agreement affecting that board remains the property of the municipal or community board and,
- b) Any property, real or personal, acquired under Section 11.1 (f) and (g) of this Agreement remains the property of the municipal or community board.

12.2 Any transfer of assets from the municipal or community board to the Board, with the exception of library materials, shall be initiated and executed in accordance with Section 29 of the Libraries Regulation.

12.3 Any transfer of library materials from the municipal or community board to the Board for use elsewhere in the library system or for disposal, shall be initiated by resolution of the municipal or community board.

12.4 All real and personal property (including Intellectual Property) acquired by the Board shall be the property of the Board except library materials acquired by the Board on behalf of a municipal library board (e.g. purchased with library allotment funds or additional funds) which shall be the property of the municipal library board. In this clause, "library materials" means those materials defined in Schedule "C". The term "Intellectual Property" is defined in Clause 12.6.

12.5 All municipalities who are a Party to this agreement and have a library shall ensure that said libraries have, retain in force, and provide evidence of adequate contents insurance on the library materials which from time to time are within its library with loss payable to the municipality and the Board as their interest may appear.

12.6 "Intellectual Property" is defined as anything created on behalf of the System, which results from intellectual process. Intellectual property includes, but is not limited to, literary works (any written work intended to provide information, instruction, or pleasure), artistic works, and computer programs. Such works and information may be stored in any format, including machine-readable code. Intellectual property specifically includes the System's automated files and databases.

13. WITHDRAWAL FROM THIS AGREEMENT

- 13.1 At any time after the expiration of three (3) years from the date that the Party entered the original Agreement, the Party may, by giving twelve (12) months notice, withdraw from this Agreement, effective January 1 of the year following notice of withdrawal.
- 13.2 If a Party to this Agreement gives notice to withdraw, the Board shall, not later than ninety (90) days prior to the effective date of withdrawal, provide in writing, to the council and board an appraisal of the expected effects on library service to residents of the municipality concerned. The Board may request a reconsideration of the notice to withdraw.

14. DIVISION OF ASSETS

- 14.1 Where a municipality which is a Party to the Agreement or its successor, does not have a local library board operating at the termination of the Agreement, it shall not participate in any division of system assets in accordance with Section 29 of the Libraries Act.
- 14.2 If a Party to this Agreement withdraws from the Agreement pursuant to Section 29 of the Act, that Party shall be deemed to have forfeited any right of ownership or to share in the assets of the Board.
- 14.3 In the event of an unresolved dispute between the Board and a Party to the Agreement, an arbitration process shall be implemented based on the following procedures:
- a) an Arbitration Committee of three persons shall be established consisting of one appointed by the Board, one by the council of the municipality and one by the Minister and all to be appointed within 15 days of the date the withdrawal is effective;
 - b) the Committee shall meet within sixty (60) days of the appointment;
 - c) the decision of the Committee shall be final and a copy of its report shall be presented within (90) days of appointment to the Board, the council of the municipality and the Minister.

15. SYSTEM EXPANSION

- 15.1 The Board shall develop a plan for the expansion of the System to include all eligible participants, identified in Schedule "A", pursuant to the Libraries Regulation and this plan shall be filed with the Minister and reviewed on an annual basis.

15.2 The Board shall admit to the System an eligible participant as listed in Schedule "A", if the participant signs an agreement containing the terms and conditions of the Agreement or any succeeding agreement. The eligible participant shall become a Party to such agreement effective the date of its admission. The Board shall determine the date of admission.

16. SYSTEM REPORTS

16.1 The Board shall make an annual report on the operation of the System to each of the Parties to the Agreement and to each library board or advisory committee and to the Minister on or before February 28th in the year following the year for which the annual report was prepared.

16.2 Boards receiving public library services from the System shall forward a budget for the current year and a copy of their annual report and audited statement for the preceding year to the Board on or before May 31 annually.

17. AMENDMENT

17.1 This Agreement may be amended according to a motion for amendment passed by the Board. Such amendment shall be effective upon receipt by the Board of written notification from 2/3 of the Parties to the Agreement that they have so authorized such amendment. The Parties to the Agreement shall conform to such amendment upon notification from the Board that this paragraph has been fulfilled.

18. EXTENSION

18.1 The provisions of the Agreement shall be binding upon the Parties to the Agreement and their successors and all eligible participants joining in this Agreement with the original Parties.

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.

20. CONTINUATION OF THIS AGREEMENT

20.1 This Agreement shall be full force and effect from the date of execution hereof until amended or terminated.

21. CONDITIONS PRECEDENT

21.1 Terms and conditions of the Agreement are conditional on the continuation of receipt of provincial funding under Schedule 2 of the Community Development Grants Regulation being Alberta Regulation 57/98.

22. SIGNATURES

IN WITNESS THEREOF the undersigned being one of the Parties set out in Schedule "A" to this Agreement has duly executed this Agreement on the date and year first noted.

Name of the Party to the Agreement
(Town/City/County, Municipal District, Improvement District, Metis Settlement)

Mayor, Reeve or Minister of Municipal Affairs

Secretary-Treasurer or Municipal Administrator

Signed, sealed and delivered the _____ day of

_____.

in the presence of:

WITNESS
(Executive Director)

WITNESS
(Chair of Northern Lights Library Board)

SCHEDULE "A"

LIST OF ELIGIBLE PARTICIPANTS IN THE NORTHERN LIGHTS LIBRARY SYSTEM

The City of Fort Saskatchewan
The City of Lloydminster
The City of St. Albert
The City of Cold Lake

The County of Athabasca #12
The County of Beaver #9
Lac La Biche County
Lamont County
*The County of Minburn #27
The County of St. Paul # 19
*The County of Smoky Lake #13
*Sturgeon County
The County of Thorhild #7
The County of Two Hills #21
*The County of Vermilion River #24
The Municipal District of Bonnyville #87
*The Municipal District of Opportunity #17 (part)
The Municipal District of Wainwright #61
Regional Municipality of Wood Buffalo
Strathcona County

*Improvement District # 13 Elk Island

The Town of Athabasca
The Town of Bon Accord
The Town of Bonnyville
The Town of Bruderheim
The Town of Elk Point
The Town of Gibbons
The Town of Lamont
The Town of Legal
The Town of Morinville
The Town of Mundare
The Town of Redwater
The Town of Smoky Lake
The Town of St. Paul
The Town of Tofield
The Town of Two Hills
The Town of Vegreville
The Town of Vermilion
The Town of Viking

The Town of Wainwright

The Village of Andrew

The Village of Boyle

The Village of Chauvin

*The Village of Chipman

*The Village of Dewberry

The Village of Edgerton

*The Village of Glendon

The Village of Holden

The Village of Innisfree

The Village of Irma

The Village of Kitscoty

The Village of Mannville

The Village of Marwayne

*The Village of Minburn

The Village of Myrnam

The Village of Paradise Valley

The Village of Ryley

The Village of Vilna

The Village of Waskatenau

The Village of Willingdon

*The Summer Village of Bondiss

*The Summer Village of Bonnyville Beach

*The Summer Village of Horseshoe Bay

*The Summer Village of Island Lake

*The Summer Village of Island Lake South

*The Summer Village of Mewatha Beach

*The Summer Village of Pelican Narrows

*The Summer Village of South Baptiste

*The Summer Village of Sunset Beach

*The Summer Village of West Baptiste

*The Summer Village of Whispering Hills

*Buffalo Lake Metis Settlement

*Elizabeth Metis Settlement

*Fishing Lake Metis Settlement

*Kikino Metis Settlement

* Indicates municipalities which do not operate library boards.

SCHEDULE "B"

THE NORTHERN LIGHTS LIBRARY SYSTEM LEVY

1. MUNICIPALITIES

The levy to the Northern Lights Library System from the municipality that is a Party to the Agreement to which this Schedule is attached shall be as follows, for the period stated:

a) For municipalities with library boards:

1998	\$3.05 per capita
2004	\$3.20 per capita
2008	\$3.59 per capita
2009	\$4.08 per capita
2011	\$4.33 per capita
2012	\$4.55 per capita
2013	\$4.78 per capita
2014	\$4.8756 per capita
2015	\$5.07 per capita
2016	\$5.07 per capita
2017	\$5.07 per capita
2018	\$5.15 per capita
2019	

Subsequent years as determined on a basis of approved budgets and estimates based on Section 8.2 of the Agreement

b) For municipalities without library boards:

1998	\$4.29 per capita
2004	\$6.40 per capita
2008	\$7.18 per capita
2009	\$8.16 per capita
2011	\$8.66 per capita
2012	\$9.10 per capita
2013	\$9.56 per capita
2014	\$9.7512 per capita
2015	\$10.14 per capita
2016	\$5.07 per capita
2017	\$5.07 per capita
2018	\$5.15 per capita
2019	

Subsequent years as determined on a basis of approved budgets and estimates based on Section 8.2 of the Agreement

2. LOCAL LIBRARY BOARDS

The levy to the Library System from the municipal library board of the Parties to the Agreement to which the Schedule is attached shall be as follows for the periods stated:

1998	\$3.05 per capita
2004	\$3.20 per capita
2008	\$3.59 per capita

2009	\$4.08 per capita
2011	\$4.33 per capita
2012	\$4.55 per capita
2013	\$4.78 per capita
2014	\$4.8756 per capita
2015	\$5.07 per capita
2016	\$5.07 per capita
2017	\$5.07 per capita
2018	\$5.15 per capita
2019	

Subsequent years as determined on a basis of approved budgets and estimates based on Section 8.2 of the Agreement

SCHEDULE "C"

SYSTEM SERVICES TO PUBLIC LIBRARIES

1. MATERIALS SERVICES

Materials services are designed to supply library materials to member libraries, whether borrowed or purchased.

- 1.1 Library materials are defined as including books (whether hard cover, paper cover or soft cover), periodicals, newspapers, sound recordings, audio and video cassettes, audio discs, tape recordings, video discs, video tapes, motion pictures, filmstrips, film loops, slides, paintings, drawings, prints or photographs (whether or not they are mounted or framed), micromaterials in all formats, toys, games, computer software and multi-media kits.
- 1.2 To facilitate the purchase of library materials by a public library, a fund account shall be established for each member public library to a value established by Board policy.
- 1.3 Materials service programs offered to public libraries may include, but not be limited to, the following:
 - a) Loaned materials to supplement existing library collections, such as:
 - i) Circulating blocks,
 - ii) Talking or audio books, and
 - iii) Materials in official and non-official languages;
 - b) Bestseller and quality book programs (whereby materials are made available at discounted prices where available);
 - c) Universal Borrowers' Card program providing patrons with access to the collections of other member public libraries in the Northern Lights Library System; and
 - d) Universal Borrowers' Card program providing patrons with access to other Library Systems that have signed Reciprocal Borrowing Agreements with Northern Lights Library System.

2. TECHNICAL SERVICES

Technical services shall be provided in order to acquire, organize and access library materials.

2.1 Technical services may include, but not be limited to, the following:

- a) Centralized acquisition of library materials;
- b) Cataloguing and processing of library materials to acceptable standards;
- c) Consultative assistance with library automation;
- d) Maintenance of a Union Catalogue of system holdings; and
- e) Delivery of materials to libraries.

3. INFORMATION SERVICES

Information services are designed to improve member library access to information resources at the regional, provincial, national and international levels.

3.1 Information services shall include:

- a) Reference services, whereby assistance is provided in answer to a request for information;
- b) Interlibrary loan service, whereby library material is made available by one library to another upon request; and
- c) Reciprocal borrowing privileges among system members and partners.

4. PROGRAMMING AND PUBLIC RELATIONS

Programming and Public Relations Services are designed to provide libraries with support for programming activities, as well as marketing initiative, which may be undertaken at the local level.

- 4.1 Programming and Public Relations Service may include, but not be limited to, the following:
- a) Consultative assistance;
 - b) Assistance with children and adult programming activities; and
 - c) Assistance and information regarding the marketing of local library services.

5. SUPPORT SERVICES

Support Services are offered to assist libraries in enhancing the level of local library service.

- 5.1 Support Services shall include consultative assistance provided by a professional library consultant.
- 5.2 Support Service may include, but not be limited to, the following:
- a) Coordination of continuing education opportunities for library staff and trustees;
 - b) Toll-free telephone access to System personnel; and
 - c) Newsletters and other communications.