

**AGREEMENT FOR LIBRARY SERVICES
IN UNINCORPORATED COMMUNITIES WITHIN MARIGOLD LIBRARY SYSTEM**

made this ____ day of _____, 20__

BETWEEN: MARIGOLD LIBRARY BOARD

And

ROCKY VIEW COUNTY
(NAME OF MEMBER MUNICIPALITY)

And

LANGDON LIBRARY SOCIETY
(NAME OF COMMUNITY LIBRARY INCORPORATED SOCIETY)

1. PURPOSE

This Agreement for library services delivered to the Langdon community and surrounding areas by the **Langdon Community Library** outlines a legal, binding contract between Marigold Library Board, **Rocky View County** and **Langdon Library Society**.

By signing this Agreement, **Rocky View County** appoints and recognizes Marigold Library Board as the “governing board” for **Rocky View County**.

By signing this Agreement, the **Langdon Library Society** agrees to provide library services for **Langdon** library patrons and residents on behalf of the Marigold Library Board.

2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall be utilized:

- a. **“The Board”** shall refer to the Marigold Library Board.
- b. **“Community Library”** -- Marigold uses the term **“Community Library”** for those libraries (library service points) located in Member Municipalities that do not have a library board. A Community Library is also termed a Library Service Point.

- c. **“Community Library Incorporated Society”** -- a Society incorporated or continued under the *Societies Act*, that oversees the day-to-day operations and supervision of a library in a Marigold member municipality that does not have its own Library Board.
- d. **“Governing board”** – Marigold Board acts as the **“governing board”** for municipalities that have not formed a library board as set out in the *Libraries Act*. These municipalities have signed the Marigold Agreement to become members of Marigold Library System, and in return, Marigold Board provides public library services and promotes the value of public libraries to residents in those municipalities. Marigold also complies with the provincial requirements for reporting and for distribution of provincial per capita grants for those municipalities.
- e. **“Marigold”** shall refer to Marigold Library System.
- f. **“Member Municipality”** -- any incorporated city, town, village, summer village, municipal district or any other eligible entity that is or could become a party to this Agreement.
- g. **“Population”** of a member Municipality that is a Party to this Agreement shall be deemed to be the population published by the Provincial Government of Alberta.
- h. **“Personal property”** – any movable or intangible thing that is subject to ownership and not classified as real property.
- i. **“Real property”** -- land and anything growing on, attached to, or erected on it, excluding anything that may be severed without injury to the land. Real property can be either corporeal (soil and buildings) or incorporeal (easements).

3. BACKGROUND

The *Libraries Act* Chapter L-11, the *Libraries Regulation* and *Marigold Library System Agreement* authorizes the Board to govern Marigold. Pursuant to that authority, the Board assumes responsibility for developing policy related to framework, governance, advocacy, and operational management of Marigold and of its Community Libraries. In accordance with the *Libraries Act* and the *Libraries Regulation*, the Board is the library governing board for the member Municipality and has responsibility for the provision of public library services for the member Municipality.

The Board shares the commitment of the **Rocky View County** and **Langdon Library Society** for the provision of public library services for Rocky View County residents. The Board is committed to the principle that access to public library services should be equitable, universal, and accomplished through sharing and cooperation. Marigold recognizes and respects the need for local input in the provision of local public library services.

4. MARIGOLD LIBRARY BOARD'S OBLIGATIONS

The Board agrees to:

- a. Provide a range of public library services that will serve **Rocky View County** residents as outlined in the *Marigold Agreement*, Marigold Library Board policies and Marigold's annual budget, as approved by the Board.
- b. Develop and communicate Board policies and develop policies for the **Langdon Community Library** in accordance with the *Libraries Act* and the *Marigold Agreement*.
- c. Develop physical and virtual collections for **Langdon Community Library** based on Marigold's annual budget, as approved by the Board.

- d. Provide and support the IT infrastructure and computer network for **Langdon Community Library** as outlined in relevant Marigold Board Policies for IT services.
- e. Undertake the necessary financial, legal, statistical, and policy-related reporting to ensure compliance with all applicable legislation.
- f. Apply to obtain grant funds from the Province of Alberta.
- g. Distribute provincial operating grants in accordance with Marigold's policies and annual budget, as approved by the Board.
- h. Provide insurance for collections that are transferred and assigned to the library. (Marigold will not pay for insurance for the library building, furnishings or computer hardware)
- i. Provide such other items or services as may be agreed to between the parties to this Agreement.

5. COMMUNITY LIBRARY INCORPORATED SOCIETY'S OBLIGATIONS

The **Langdon Library Society** agrees to:

- a. Take responsibility to manage the daily operations of **Langdon Community Library** on behalf of Marigold.
- b. Become legally incorporated and thereafter maintain the status of the Society.
- c. Provide Marigold with the name and contact information for the Chair of the Society and members of the Society.
- d. Participate in the planning process with Marigold to develop a Plan of Service that reflects community priorities, interests, needs and standards for the provision of library services to the community.
- e. Abide by current Board policies and bylaws including those developed for Community Libraries. Make these policies available at the library for viewing by staff and the public upon request.
- f. Ensure the library is open to the public a minimum of 12 hours per week, subject to statutory holidays, throughout the year and clearly post the open hours.
- g. Ensure **Langdon Community Library** is compliant with the *Occupational Health and Safety Act* and all other relevant legislation.
- h. Adhere to legislation relating to Canada Revenue Agency, payroll, and relevant legislation including *Employment Standards Code* and *Worker's Compensation Act*.
- i. Maintain financial accountability:
 - i. Manage the finances of **Langdon Community Library** on behalf of Marigold.
 - ii. Have a bank account in the name of the **Langdon Library Society** pertaining only to library funds.
 - iii. Engage in fundraising activities as determined by the Society to support **Langdon Community Library**.
 - iv. Ensure the monies provided by the Board are spent for operation of **Langdon Community Library**.
 - v. Ensure financial accountability for funds received and expended.
- j. Ensure comprehensive general liability insurance is provided against claims of bodily injury, death, personal injury or property damage occurring within or on the premises, with Marigold as a named insured.
- k. Hire, train, supervise and provide performance evaluations for a paid employee who acts as Library Manager.
- l. Ensure that the Library Manager is in charge of hiring, training, supervision and providing regular performance evaluations for other paid staff and volunteers.
- m. Ensure that library programming that is appropriate to the community is provided.

- n. Perform reporting as required by Marigold and the Public Libraries Services Branch (Municipal Affairs):
 - i. Maintain the statistics required for the provincial Annual Report and submit a completed Annual Report form to Marigold by **February 15th** of each year.
 - ii. Submit all meeting minutes and a financial report for the previous year to Marigold by **February 15th** of each year.
 - iii. Provide the current year's budget to Marigold by **June 1st** of each year.
 - iv. Provide Marigold with meeting dates in advance for the Langdon Library Society and invite a Marigold representative to attend some of these meetings.

6. THE MEMBER MUNICIPALITY'S OBLIGATIONS

Rocky View County agrees to:

- a. Work with the Board and the **Langdon Library Society** for the ongoing assessment, planning, and implementation of library services by the **Langdon Library Society** and at the **Langdon Community Library** located in **Rocky View County**.
- b. Endeavour to ensure the **Langdon Community Library** is financially able to provide library services to its community and surrounding area by providing annual, sustainable funding and support for staffing, building occupation costs, utilities and ongoing operations provided however that nothing in this provision shall be interpreted to fetter Rocky View County Council's discretion with respect to the approval of budgets and expenditure of funds by **Rocky View County**. The parties acknowledge and agree that **Rocky View County** shall not be liable for or required to pay any funding to **Langdon Community Library** pursuant to this Agreement except as specifically approved by Rocky View County Council on an annual basis, or from time to time during the term of this Agreement. **Rocky View County** may require, as a condition of any funding advanced pursuant to this Agreement, that **Langdon Community Library** report to Rocky View County Council regarding its proposed budget funding requests and provide such supporting or additional information as is reasonably required from time to time.
- c. Coordinate with the parties to ensure adequate liability insurance is provided for all parties, activities, and operations with Marigold as a named insured.

7. RENEWAL

This annual Agreement covers the period between January 1 and December 31. It will be renewed automatically at the end of the term.

8. REVIEW

This Agreement will be reviewed every two years by the Governance Committee of the Board. If the Agreement is revised, it will be dated and signed and the new Agreement will supersede all previous Agreements.

9. NON-COMPLIANCE

The Board will work in good faith with all parties to help Langdon Library maintain compliance; however, should the Board become aware of a breach of this agreement, written notification will be provided by the Board to the

Langdon Library Society and to Rocky View County. Rocky View County and the Langdon Library Society will have thirty (30) days from date of notification to correct the breach. If the breach is not corrected in the allotted time, the Board, in consultation with **Rocky View County**, may take any of the following actions:

- a. Terminate this Agreement.
- b. Withhold grant funds.
- c. Withdraw some or all of the services outlined in the *Marigold Library Board's Obligations* section of this Agreement.
- d. Cease all association, responsibility, and liabilities in relation to the **Langdon Community Library**.

10. TERMINATION (WITHDRAWAL) BY ROCKY VIEW COUNTY

If **Rocky View County** withdraws from participation in Marigold, the **Langdon Community Library** and **Langdon Library Society** will no longer receive Marigold library system services effective the date of withdrawal. The withdrawal process for a municipal member of Marigold is outlined in the *Marigold Agreement, Provision of Services Policy* and *Withdrawal or Termination Policy* of the Marigold Board.

If **Rocky View County** withdraws from participation in Marigold, or the **Langdon Community Library** closes, or the **Langdon Library Society** dissolves, all these parties shall be deemed to have forfeited any right, title or interest in the real and personal property of the Board.

Without limitation to any other provision of this Agreement, **Rocky View County** may terminate this Agreement at any time without cause by providing 120 days written notice to the parties.

11. TERMINATION (CLOSURE) OF LANGDON LIBRARY

If the Langdon Library closes permanently, the Langdon Library Society, as incorporated, will have to dissolve or reincorporate with a different set of bylaws because its purpose to oversee the daily operations of the library will have ceased.

The disposition of the Society's real and personal property will adhere to the Dissolution section of the *Societies Act*. The Langdon Library Society will also refer to its documentation submitted to the provincial government to become a Society. If a relevant clause in the Society's bylaws does not exist, any fixed real and personal property not deemed owned by the **Langdon Library Society** or Marigold will go to **Rocky View County**, as outlined in the *Marigold Agreement, Provision of Services Policy* and *Withdrawal or Termination Policy* of the Marigold Board.

If **Langdon Community Library** closes, the cardholders of Langdon and surrounding areas may continue to use other libraries and virtual library services provided by Marigold as long as Rocky View County is a member of Marigold Library System.

SIGNATURE SHEET

The Agreement is made between **Rocky View County**, the **Langdon Library Society**, and the **Marigold Library Board**.

CEO, Marigold Library System

Authorized Signature

Witness

Print Name and Title

Date

Chair, Marigold Library Board

Authorized Signature

Witness

Print Name and Title

Date

CAO or Designate (*Rocky View County*)

Authorized Signature

Witness

Print Name and Title

Date

President, (*Langdon Library Society*)

Authorized Signature

Witness

Print Name and Title

Date