



MASTER MEMBERSHIP AGREEMENT

Effective December 2011
Revised January 2019

YRL Master Membership Agreement

WHEREAS the Libraries Act, c.L-11, and its predecessor and any successor legislation (hereinafter referred to as the “Act”) provides that:

1. 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, being Alberta Regulation 141/98 and its predecessor and successor regulations (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
2. the Minister may establish a library system board and may prescribe the boundaries of the library system, and
3. a library system board so established by the Minister is a corporation, and the Municipal Affairs Grants Regulation 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 Yellowhead Regional Library System was created pursuant to the Act and the Regulations;

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

1. recognize that the most effective way to provide a high quality of library service is through co-operation, and
2. desire to enter into an agreement for the ongoing operation of a library system pursuant to the Act, and
3. are prepared to jointly finance and operate a library system, and
4. agree that all library materials which are available through their municipal and school libraries should be accessible to all residents of the library system;

AND WHEREAS the Yellowhead Regional Library System has been continued and known as the “Yellowhead Regional Library Board”, and is hereinafter referred to as the “YRL Board”;

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

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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 Terms used in this Agreement have the same meaning as defined in the Libraries Act and the Libraries Regulation except where otherwise expressly provided.
- 1.2 In this Agreement, including the recitals:
- a. “the Act” means The Libraries Act, c. L-11, as amended, or its predecessor or successor legislation;
 - b. “allotment” means the library materials budget which is supplied to municipal and intermunicipal library boards and school divisions as a result of their membership in Yellowhead Regional Library;
 - c. “the Regulation” means The Libraries Regulation, 141/98, or its predecessor or successor regulation;
 - d. “Member” means a municipality or a school division that is, or becomes, a signatory to this Agreement; and
 - e. “system services” means the services which are supplied to municipal and intermunicipal library boards and school divisions as a result of their membership in Yellowhead Regional Library.

CLAUSE 2 – OPERATION

- 2.1 The Parties to this Agreement shall enable the YRL Board to maintain and operate the library system in accordance with the Act and Regulation as may be amended from time to time.
- 2.2 The Parties to this Agreement shall enable the YRL Board to provide System Services through the YRL Board 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 and intermunicipal library boards and school libraries, shall make all library materials belonging to the YRL Board, municipal and intermunicipal library boards and school libraries accessible to the residents of the library system.

CLAUSE 3 – EFFECTIVE DATE

- 3.1 The starting date for this Agreement shall be the 1st day of April 2012, it being recognized and acknowledged that previous agreements were in place, most recently with a starting date of the 1st day of June 1998. This Agreement supersedes all previous agreements, and those previous agreements are hereby terminated.

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CLAUSE 4 – APPOINTMENTS TO THE YRL BOARD

- 4.1 Where a municipality is a Party to this Agreement, it shall appoint one member to the YRL Board and may appoint an alternate.
- 4.2 Subject to any restrictions in the Act or Regulation each school division that is a Party to this Agreement may appoint one representative to the YRL Board. In the event that there are more participating school divisions than the number of appointments allowed by the Act or the Regulation, the participating school division or school divisions will be required, by election, to determine which school division representatives will be appointed to the YRL Board. That election shall be by ballot with each voter having the number of votes equal to the number of appointments to be made.
- 4.3 Any additional board members shall be appointed in accordance with the Regulation.

CLAUSE 5 – TERM OF APPOINTMENT

- 5.1 The term of any appointment to the YRL Board shall be in accordance with the Regulation.

CLAUSE 6 – POWERS AND DUTIES OF THE YRL BOARD

- 6.1 Subject to the provisions of the Act and the Regulation and subject to the provisions of this Agreement, the YRL Board shall manage and control the library system by organizing, promoting and maintaining comprehensive and efficient library services.
- 6.2 The YRL Board shall engage a person as Director having qualifications and experience as a librarian and whose responsibility shall be the administration of the library system. The YRL Board shall fix the compensation and all other terms of employment of this person.
- 6.3 The YRL Board may engage such additional employees as are required for the operation of the library system.
- 6.4 The YRL Board shall co-operate with other libraries, library systems, resource libraries and the Government of Alberta in the development, maintenance and operation of a province-wide network for sharing of library resources.
- 6.5 The YRL Board shall inform Member municipalities, municipal and intermunicipal library boards, Member school divisions and school libraries about issues relating to system service delivery and request input from those municipal and intermunicipal library boards, municipal councils, school libraries and school divisions.
- 6.6 The YRL Board shall meet a minimum of three (3) times per year.

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- 6.7 The YRL Board shall provide insurance coverage for its operations, which the YRL Board considers adequate.

CLAUSE 7 – EXECUTIVE COMMITTEE

- 7.1 When the number of Members on the YRL Board is more than 20, the YRL Board shall establish an Executive Committee of not more than ten (10) persons.
- 7.2 The YRL Board shall define the powers and duties of the Executive Committee.
- 7.3 Appointment to the Executive Committee shall be made in accordance with the Regulation.
- 7.4 The Chair and Vice Chair of the YRL Board shall be Members of the Executive Committee. Other Members of the Executive Committee shall be elected by and from the YRL Board, however, subject to the Act and the Regulation such Members shall be drawn from municipal and school division Members so as to be proportionate to the respective membership of municipalities and school divisions.
- 7.5 Any Executive Committee Member who resigns from the YRL Board shall be deemed to have resigned from the Executive Committee as well.

CLAUSE 8 – LIBRARY SYSTEM BUDGET

- 8.1 The fiscal year of YRL shall be January 1st to December 31st.
- 8.2 For information purposes only, the YRL Board shall, prior to October 1st 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.
- 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 and the student population of a school division that is a Party to this Agreement shall be deemed to be the total student population for all schools of that school division that are located within the geographic boundaries of YRL as reported to Alberta Education on September 30th for the most current school year.
- 8.4 A reinstatement fee, determined by the YRL Board, is chargeable against Members who have held and relinquished membership, and subsequently rejoined the system. In such an event, any time periods provided for by the Act or the Regulations shall apply to such a Member from the time they rejoin the system.
- 8.5 A municipality which is a Party to this Agreement shall pay the annual municipal system levy directly to the YRL Board in accordance with the attached **Schedule "C"** and a school division

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which is a Party to this Agreement shall pay the annual school division system levy directly to the YRL Board in accordance with the attached **Schedule "C"**.

- 8.6 The YRL Board shall levy a penalty of ten (10) per cent of the requisition to be added if payment is more than sixty (60) days overdue and may suspend library services if after six (6) months the requisition is not forthcoming.
- 8.7 The YRL Board shall apply to the Government of Alberta for all library grants for which it is eligible.

CLAUSE 9 – LIBRARY SYSTEM SERVICES TO MEMBER LIBRARIES

- 9.1 The YRL Board shall equip, establish and maintain a library system for the residents and students of the Members and the services provided may include, but not be limited to:
- a. bibliographic services, including central ordering, central cataloguing and the provision of catalogue records in electronic form;
 - b. materials and collections, including electronic and print materials, allotment, reciprocal borrowing, interlibrary loans and supplemental materials;
 - c. delivery and communications, including scheduled delivery services, area librarians meetings, toll-free line to headquarters, fax communications and/or electronic mail and newsletters;
 - d. resource sharing, including continued and expanded information services, reference service and a union catalogue;
 - e. programs and services, including discount ordering of summer reading program materials and other library supplies;
 - f. training and consultation, including professional consultation and continuing education;
 - g. integrated library system, Internet, desktop computer, and network services, including support services;
 - h. other programs or services as approved by the YRL Board from time to time; and
 - i. Members may assign a portion or all of their allotment to any other Member library.

CLAUSE 10 – SCHOOL MEMBERSHIP

- 10.1 The Parties agree that a school division may, subject to the Regulation, become a Member. However, representation by school division Members on the Board shall be in accordance with the Regulation.

CLAUSE 11 – CONTRACTING LIBRARY SYSTEM SERVICES TO MUNICIPAL AND INTERMUNICIPAL LIBRARY BOARDS, SCHOOL LIBRARIES, GROUPS, INDIVIDUALS, OR AGENCIES

- 11.1 The YRL Board may enter into one or more separate contracts with any other persons or groups including but not limited to a municipal library board, school division, college, military base or Indian Band to provide library services as specified in the contract.

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CLAUSE 12 – ROLES AND RESPONSIBILITIES OF MUNICIPAL AND INTERMUNICIPAL LIBRARY BOARDS WITHIN THE SYSTEM

- 12.1 The powers and duties of municipal and intermunicipal library boards within the library system shall be defined in accordance with the Libraries Act and as specified in the terms and conditions of the Agreement, including:
- a. municipal and intermunicipal library boards may not offer the TRAC/TAL Card or other library system services to residents of non-participating municipalities.
- 12.2 In order to facilitate the planning and delivery of appropriate services each municipal and intermunicipal library board within the library system shall:
- a. act as a liaison between the residents of the municipality and the YRL Board, to advise the residents of the municipality of the policies of the YRL Board and bring their needs to the attention of the YRL Board;
 - b. co-operate with the YRL Board in implementing system-wide policies, such as the TRAC/TAL Card;
 - c. in accordance with Clause 9.1 (b) and (d) of this Agreement, participate in resource sharing;
 - d. pay the Goods and Services Tax amount owing on allotment purchases to the YRL Board; and
 - e. if requested by the YRL Board:
 - i. submit copies of all library policies, bylaws, goals and objectives, and plan of service documents to the YRL Board; and
 - ii. forward copies of its budget, annual report and financial statement for the preceding year to the YRL Board.
- 12.3 If a municipal library has been established in a municipality and is receiving library services from the YRL Board, the authority of the municipal or intermunicipal library board is subject to any limitation of its authority under this Agreement.

CLAUSE 13 – ROLES AND RESPONSIBILITIES OF SCHOOL DIVISIONS WITHIN THE SYSTEM

- 13.1 In order to facilitate the planning and delivery of appropriate services each school division that is a Member shall:
- a. comply with the intent of the Act and Regulation respecting library service;
 - b. act as a liaison between schools and the YRL Board;
 - c. co-operate with the YRL Board in implementing system-wide policies;
 - d. participate in resource sharing and provide the services referenced in Clause 9.1 (b) and (d) of this Agreement; and
 - e. pay the Goods and Services Tax amount owing on allotment purchases to the YRL Board.

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CLAUSE 14 – OWNERSHIP OF PROPERTY

- 14.1 All real and personal property (including intellectual property rights) acquired by the YRL Board shall be the property of the YRL Board except library materials acquired by the YRL Board (i.e. purchased with the municipal or intermunicipal library board or school division allotment) on behalf of a municipal or intermunicipal library board or school division which operates a library.
- 14.2 In the event that YRL dissolves, assets will be divided among the then 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 15 – WITHDRAWAL

- 15.1 Any municipality that is a Party to this Agreement may withdraw from this Agreement in accordance with the Act and the notice periods provided for in the Act. At any time after the expiration of three years from the date that the Party entered into the Agreement, a Party to the Agreement may, by giving 12 months' notice, withdraw from the Agreement.
- 15.2 Any school division that is a Party to this Agreement may withdraw from this Agreement in accordance with the Act and the notice periods provided for in the Act. At any time after the expiration of three years from the date that the Party entered into the Agreement, a Party to the Agreement may, by giving 12 months' notice, withdraw from the Agreement.
- 15.3 If a Party to this Agreement withdraws from the Agreement pursuant to the Act, that Party shall be deemed to have forfeited any right of ownership or share in the assets of the YRL Board except as noted in Clause 14.1 for library materials.

CLAUSE 16 – COMPLETION OF THE LIBRARY SYSTEM

- 16.1 The Parties to this Agreement agree that any municipality or school division listed in **Schedule "B"**, or any other municipality or school division subsequently created within the geographic boundaries of YRL may become a Party to this Agreement and a Member of the YRL Board by:
- a. signing a copy of this agreement accepting this Agreement;
 - b. complying with the terms of this Agreement including any policies set out by the YRL Board pursuant to Clause 16.3 hereof; and
 - c. receiving the approval of the Minister.
- 16.2 Upon signing an Agreement referred to in clause 16.1 (a), and receiving the approval of the Minister, the municipality or school division shall become a Member, and shall be bound to each and every other Member, in accordance with the terms of this Agreement as if they were an original signatory thereto.
- 16.3 The YRL Board may set policy concerning the process for integrating new Members.

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16.4 The per capita or per student requisition shall be paid within thirty (30) days of the date of Ministerial approval. The requisition shall be pro-rated for any Member admitted after April 1st of any given year.

CLAUSE 17 – LIBRARY SYSTEM REPORTS

17.1 The YRL Board shall make an annual report on the operation of the library system available to each of the Members and to each municipal and intermunicipal library board, advisory committee, school, and to the Minister on or before March 31st in the year following the year for which the annual report was prepared.

CLAUSE 18 – AMENDMENT

18.1 This Agreement may be amended according to a motion for amendment passed by the Members in accordance with this section. Such amendment shall be effective upon receipt by the YRL Board of written notification from at least two-thirds (2/3) of the Parties to this Agreement representing at least two-thirds (2/3) of the population of the membership as defined by this Agreement that they have so authorized such amendment. The Parties to this Agreement shall conform with any such amendment upon written notification from the YRL Board, however:

- a. any amendment which increases the charges or levies to be paid by the Members may only take effect for the next calendar year after first providing at least three (3) months written notice prior to year end to the Members;
- b. any amendment to increase the charges or levies for municipal Members shall only be voted on by municipal Members, and only municipal Members will be considered "Voting Members" (i.e. amendment passes if at least two-thirds [2/3] of municipal Members representing at least two-thirds [2/3] of the municipal population vote in favour); and
- c. any amendment to increase the charges or levies to school division Members, may only be voted upon by school division Members, and only school division Members will be considered "Voting Members" (i.e. amendment passes if at least two-thirds [2/3] of school division Members representing at least two-thirds [2/3] of student population vote in favour).

18.2 For greater certainty, but not so as to restrict the generality of the foregoing, the YRL Board may increase levies as provided for in **Schedule "C"** hereof, subject to the restrictions and limitations set out therein, without seeking an amendment to the Agreement. However, any increases to levies not contemplated by **Schedule "C"** may only be imposed by amendment as provided for by this Clause 18.

CLAUSE 19 – EXTENSION

19.1 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.

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19.2 This Agreement shall remain in force until amended in accordance with Clause 18.

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.

CLAUSE 21 – COUNTERPART CLAUSE

21.1 This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any Party shall constitute valid and effective execution and delivery, but that Party shall immediately deliver to the other Party an originally executed copy of this Agreement. Any new Members may also sign this Agreement by counterpart, in which case they will be bound by the Agreement as of the date of signing this Agreement, unless provided to the contrary.

CLAUSE 22 – PREAMBLE AND SCHEDULES

22.1 The preamble and schedules to this Agreement form part of this Agreement.

Schedule "A"

The following municipalities are Parties to this Agreement:

- | | |
|-----------------------------------|--------------------------------|
| Brazeau County | Summer Village of Sunset Point |
| City of Beaumont | Summer Village of Val Quentin |
| City of Leduc | Summer Village of West Cove |
| City of Spruce Grove | Summer Village of Yellowstone |
| City of Wetaskiwin | Town of Barrhead |
| County of Barrhead No. 11 | Town of Calmar |
| County of Wetaskiwin No. 10 | Town of Devon |
| Lac Ste. Anne County | Town of Drayton Valley |
| Leduc County | Town of Edson |
| Municipality of Jasper | Town of Hinton |
| Parkland County | Town of Mayerthorpe |
| Summer Village of Birch Cove | Town of Millet |
| Summer Village of Castle Island | Town of Onoway |
| Summer Village of Crystal Springs | Town of Stony Plain |
| Summer Village of Grandview | Town of Swan Hills |
| Summer Village of Kapasiwin | Town of Thorsby |
| Summer Village of Lakeview | Town of Westlock |
| Summer Village of Ma-Me-O Beach | Town of Whitecourt |
| Summer Village of Nakamun Park | Village of Alberta Beach |
| Summer Village of Norris Beach | Village of Breton |
| Summer Village of Poplar Bay | Village of Clyde |
| Summer Village of Ross Haven | Village of Spring Lake |
| Summer Village of Seba Beach | Village of Wabamun |
| Summer Village of Silver Beach | Village of Warburg |
| Summer Village of Silver Sands | Westlock County |
| Summer Village of South View | Woodlands County |
| Summer Village of Sunrise Beach | Yellowhead County |

The following School Divisions are Parties to this Agreement:

- Northern Gateway Regional Division No. 10
- Pembina Hills Regional Division No. 7
- Wetaskiwin Regional Division No. 11

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Schedule "B"

The following municipalities and school divisions are eligible to become Members of Yellowhead Regional Library under the currently defined boundaries.

Municipal Districts

County of Barrhead No. 11
County of Wetaskiwin No. 10
Brazeau County
Lac Ste. Anne County
Leduc County
Parkland County
Westlock County
Woodlands County
Yellowhead County

Cities, Towns and Villages

Alberta Beach
Barrhead
Beaumont
Breton
Calmar
Clyde
Devon
Drayton Valley
Edson
Hinton
Leduc
Mayerthorpe
Millet
Onoway
Spring Lake
Spruce Grove
Stony Plain
Swan Hills
Thorsby
Wabamun
Warburg
Westlock
Wetaskiwin
Whitecourt

Specialized Municipalities

Municipality of Jasper

Summer Villages

Argentia Beach
Betula Beach
Birch Cove
Castle Island
Crystal Springs
Golden Days
Grandview
Itaska Beach
Kapasiwin
Lakeview
Larkspur
Ma-Me-O Beach
Nakamun Park
Norris Beach
Point Alison
Poplar Bay
Ross Haven
Sandy Beach
Seba Beach
Silver Beach
Silver Sands
South View
Sundance Beach
Sunrise Beach
Sunset Point
Val Quentin
West Cove
Yellowstone

School Divisions

Black Gold Regional Division No. 18
Evergreen Catholic Separate Regional Division No. 2
Grande Yellowhead Public School Division No. 77
Living Waters Catholic Regional Division No. 42
Northern Gateway Regional Division No. 10
Parkland School Division No. 70
Pembina Hills Regional Division No. 7
St. Thomas Aquinas Roman Catholic Separate
Regional Division No. 38
Wetaskiwin Regional Division No. 11
Wild Rose School Division No. 66

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Schedule "C"

System Levy:

The Yellowhead Regional Library system levy shall be as follows:

For municipalities:

- \$4.30 per capita in 2010
- \$4.30 per capita in 2011
- \$4.30 per capita in 2012
- \$4.30 per capita in 2013
- \$4.30 per capita in 2014
- \$4.30 per capita in 2015
- \$4.30 per capita in 2016
- \$4.30 per capita in 2017
- \$4.30 per capita in 2018
- \$4.30 per capita in 2019
- \$____ per capita in 2020
- \$____ per capita in 2021

For school divisions:

- \$13.95 per student in 2010
- \$13.95 per student in 2011
- \$13.95 per student in 2012
- \$13.95 per student in 2013
- \$13.95 per student in 2014
- \$13.95 per student in 2015
- \$13.95 per student in 2016
- \$13.95 per student in 2017
- \$13.95 per student in 2018
- \$13.95 per student in 2019
- \$____ per student in 2020
- \$____ per student in 2021

Thereafter, unless this Agreement is amended, the last applicable levy referred to above will continue to apply plus any increases agreed to by the YRL Board which increase, on a percentage basis, may not exceed the cost of the increased percentage of the cost of living index applicable to the Province of Alberta, as calculated by Statistics Canada, in any given year.

For greater certainty, but not so as to restrict the generality of the foregoing:

- (a) In the event that a cost of living index increase is not applied in any given year, any subsequent cost of living index increase will be limited to the most recent annual increase (i.e. no accumulation of annual increases); and
- (b) YRL may seek such other increases as they deem appropriate, but subject to any requirements of this Agreement (s.18 amendments), or the Act (membership approval).

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General:

Each municipal and school division Member, respectively, shall pay the amounts required by the above to the YRL Board, unless such amounts are subject to increase in accordance with the amending procedure provided for in this Agreement, in which case, the increased amounts shall be paid.

Parties shall make two equal instalments on January 1st and July 1st of each year.

Goods and Services Tax:

GST is payable by the municipal or intermunicipal library board or the school division on the allotment amount only.

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Signatures

In Witness whereof, the Parties hereto, through their duly authorized and designated representatives, have duly executed this Agreement and agree to be bound thereby.

Name of the Party to this Agreement *(City, Municipal District, School Division, Summer Village, Town, Village)*

Authorized Signature

Please Print Name

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