

MEMORANDUM OF UNDERSTANDING

This Agreement made in duplicate
this **31st** day of **May** A.D. 2022

BETWEEN:

THE TOWN OF DRAYTON VALLEY
In the Province of Alberta
(hereinafter referred to as the "Town")

and

THE TOWN OF DRAYTON VALLEY LIBRARY BOARD
(hereinafter referred to as the "Board")

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1. PURPOSE AND SCOPE

WHEREAS the Town of Drayton Valley acknowledges that the Drayton Valley Municipal Library plays an integral and dynamic role in the educational, social and cultural fabric of the community;

AND WHEREAS the Town of Drayton Valley and the Town of Drayton Valley Library Board are committed to delivering quality public library services to area residents;

AND WHEREAS both parties wish to ensure the Library has the facilities and resources necessary to sustain operations;

NOW THEREFORE the parties to this memorandum of understanding seek to clarify and formalize the covenants and conditions to be observed and performed to ensure the delivery of quality library services to area residents.

2. DEFINITIONS

In this Memorandum of Understanding, words in the singular include the plural, and words in the plural include the singular:

- 2.1. “**Act**” refers to the *Alberta Libraries Act* unless otherwise specified.
- 2.2. “**Appropriation**” refers to municipal funding to sustain library service operations.
- 2.3. “**Board**” refers to the **Town of Drayton Valley Library Board**
- 2.4. “**Community**” refers to the geographical region or residents of Drayton Valley and surrounding area including Brazeau County.
- 2.5. “**County**” unless otherwise specified, refers to Brazeau County, its elected representatives, municipal administrators, municipal employees or residents.
- 2.6. “**Council**” refers to the elected municipal bodies representing Town or County.
- 2.7. “**Director**” refers to the person employed by the Board to administrate the library.
- 2.8. “**Facility**” refers to physical premises owned and operated by the Town that are designated for library use including work areas, collection and program spaces.
- 2.9. “**Library**” when used as a proper noun refers to the organizational body including the Board or staff of Drayton Valley Municipal Library. When not capitalized, “library” may refer generically to services, programs or resources.
- 2.10. “**Plan of Service**” refers to the plan prepared by the Board in response to a community needs assessment conducted at least once every five years.
- 2.11. “**Regulation**” refers to the *Libraries Regulation* unless otherwise specified.
- 2.12. “**Town**” refers to the Town of Drayton Valley, its elected representatives, municipal administrators, municipal employees or residents.
- 2.13. “**Trustee**” refers to a member appointed by Town to serve on the Board.
- 2.14. “**User**” refers to any person who uses the library for any purpose including access to resources, services or programs.

3. FRAMEWORK LEGISLATION

The Town of Drayton Valley first established the Town of Drayton Valley Library Board in 1964 under municipal Bylaw No. 302. This Bylaw, and subsequent iterations, recognize the Board as a corporate body responsible for providing library services, resources and programs to residents of the community and surrounding area. The current Town Bylaw is recognized by the provincial government's Minister of Municipal Affairs as the Board's corporate number, 2019/15/B/2020.

The Board adheres to the Act and Regulation governing operation of libraries in the province of Alberta. The Board establishes its own Bylaw to define conditions for access to services and authority over the safe use of facilities. The Board also develops policies and procedures to guide trustees, administrators and staff in the execution of their duties.

4. INTER-ORGANIZATIONAL COMMUNICATIONS

4.1. Governing Communication:

Town Council <~> Library Board

Formal communication between Council and Board on matters of governance are addressed to or by the Mayor and the Board Chair.

Informal communications between parties may be addressed to or by individual councillors, administrators or Board trustees.

All Board members-at large are appointed as trustees by Town Council.

Elected representatives from Town and County are appointed by their respective Council to serve as trustees and advocate on behalf of the whole community.

The Director may be designated to formally represent the Board before Council when presenting reports or updates on the Plan of Service, financial, legal or other governance matters.

4.2. Administrative Communication:

Library Director <~> Chief Administration Officer

Formal communication between Library and Town Administration is addressed to or by the Library Director and the Town's Chief Administrative Officer or their designate.

Informal communications between the parties may be addressed to or by the Library Director and Town General Managers.

The Town and Library work cooperatively to develop plans to meet the social and service needs of the entire community. The Director may be invited to attend Town planning meetings to represent library interests and report on initiatives. The Chief Administrative Officer or designate may be invited to attend library meetings to assist or advise the Board's community needs assessment in developing the Plan of Service.

The Director forwards library updates to the Chief Administrative Officer or their designate to be forwarded to Council as information.

4.3. **Trustee Succession Planning:**

The Board is responsible for trustee retention and recruitment.

The Board will notify Town of a member-at-large vacancy in writing with a request to advertise the trustee position at the Town's expense. The Board may include advertising on the library website or other marketing tools at the Library's expense.

Applications for prospective trustees received through Town offices will be shared with the Board; applications for prospective trustees received through the Library will be shared with Town.

The Board reserves the right to review applications and interview candidates prior to nominating a prospective trustee to Council for appointment.

Recommendation for appointments to fill mid-term vacancies due to sudden unexpected trustee retirement or resignation will include the end date for the trustee term being filled.

A modest honorarium is awarded to members-at-large at the completion of each three-year term appointment. Honorariums are included in the operational budget.

5. **FINANCE**

5.1. **Financial Management**

The Library's finances are managed independently from the Town. The Board elects executive officers with signing authority for legal and financial matters; members of council are excluded from executive officer positions.

The Board establishes its own policies and procedures to maintain internal controls over budgeting, revenue, expense and project management as well as record keeping, auditing and government reporting. Board policies are public documents accessible on the Library website or upon request.

5.2. **Operational Appropriations**

The Treasurer and Director work with the Board to prepare a financial plan for Library's operation in the upcoming budget year prior to October 31. The budget is sent to Town and County along with a request for decision on the Library's operational appropriation funding.

Appropriation is calculated as the difference between total expected grant and operational revenues less total expected operational costs including payroll. The budget deficit is divided using a **60:40 ratio** between Town and County.

Appropriation payments can be arranged as quarterly installments. The Library issues invoices to record and track payments.

Operational appropriations do not include significant capital improvement projects.

The Town and the Library may negotiate a multi-year allocation agreement based on an agreed upon inflationary rate, to provide greater predictability of funding and facilitate longer range planning.

5.3. Annual Financial Review

The Board is responsible for arranging an annual review or audit of its finances to be conducted by a professional accountant at arms length from the organization.

Council must be notified, and approve by motion, a change in the person and form of the Board's financial review.

The Library presents the financial review or audit for the preceding year to Council prior to May 30 along with an indication of investing or allocating of year-end surplus towards operational or capital improvement reserve accounts.

5.4. Capital Improvements

Significant upgrades to library technologies, furnishings, facilities or properties are planned separately from operational budgets.

The Board may apply to any level of government (federal, provincial or municipal) to support program or project initiatives. The Board is responsible for recording and reporting on project spending.

Any capital improvement project that involves modification, retrofit or renovation to facilities owned by the Town require prior approval and financial support from the Town. The Town records and reports the expenses on their federal and provincial returns as "direct payments" towards sustaining library facilities.

6. FACILITIES

6.1. Library Facilities

The Town currently provides the Library with facilities in the Civic Centre. These provisions provided below speak specifically to this current arrangement. If the Library were to relocate all aspects for the following would be subject to renegotiation.

6.2. Facility Modifications

Consideration of changes to, or expansion of, the Civic Centre Facility requires approval from the Town. Changes to the portion of the facilities where the library operates or to agreements affecting the Library space within the facilities will be undertaken by the Town in consultation with the Board.

The Board bears the cost associated with minor modifications to the Library space such as anchoring shelf units, installing cabinets or space divider walls, painting interior walls, installing floor covering, etc.

The Town bears the cost associated with operating the Library facilities such as payments and requirements associated with ownership or lease, utilities, external signage and general facility maintenance.

The Town provides appropriate road and exterior building signage for directing the public to the library facility.

6.3. Insurance

The Board owns library furnishings, equipment and collection items and maintains liability insurance to protect officers, employees and volunteers as well as library patrons and properties. The Town retains ownership of the land and building property that houses the library facilities. The Town maintains its own general liability and property insurance for the building and its attachments (see 6.1 Library Facilities).

6.4. Security

An electronic alarm system is provided by the Town for general facility security. The Board safeguards library collection items using radio frequency security tags. Investment in supplementary security systems will be the responsibility of the party seeking the additional security.

6.5. Maintenance

General maintenance of the facility, inside the library space, is provided by the Town with no impact to the Library budget; the Town will include these expenses in their 'direct payments' report to Municipal Affairs.

6.6. Snow & Ice Clearing

The Town is responsible for ensuring safe entrance and egress to the facilities. Walkways and doorways will be cleared of snow, ice or other obstacles that could pose a hazard to staff or the general public. Snow will be cleared in a timeline that is consistent with other Town-owned or managed facilities.

7. OTHER SERVICES**7.1. Bookkeeping and Accounting Services**

The Board employs a contract bookkeeper to maintain the library's financial records independently from the Town. The Board also engages an accountant to conduct an annual review of financial records. Any cost associated with bookkeeping and accounting services is the responsibility of the Board.

7.2. Janitorial Services

Janitorial service for cleaning inside the Library facility is the responsibility of the Board and is included on the operational budget.

Janitorial service for shared common areas (building entrance, staff and public washrooms) is provided by the Town with no impact to the Library budget; the Town will include this cost in the 'direct payments' report to Municipal Affairs.

7.3. Information Technology (IT) Services

The Library's Internet server and telephone system are separate from the Town's network. The Library will notify Town when employees or contractors require access to shared server rooms or network panels for maintenance.

Purchase of new computer equipment is the responsibility of the Board and is included on the operational budget.

Library staff computers are maintained and supported by the Yellowhead Regional Library (IT) department as part of the regional agreement with municipal members.

Library public computers are managed and maintained by the Board including investment in new technologies, device networking and service contracts.

7.4. Parking

The Town will provide the Library with at least two (2) parking stalls at the rear of the building. The Library staff are expected to park in assigned stalls.

8. AMENDMENT OF THE MEMORANDUM OF UNDERSTANDING

The terms contained in this Memorandum of Understanding are subject to review every three (3) years, such review to be completed by June 30 of the final year of the Memorandum of Understanding agreement.

This Memorandum of Understanding agreement may be terminated by either party with six (6) months written notice.

Amendment to this Memorandum of Understanding as agreed on by the parties may be made at any time, provided that such changes are properly produced in writing and executed by authorized representatives of the parties.

Should any section of this agreement become invalid, all other sections remain in effect until such time that an amendment or new agreement is finalized.

9. ADMINISTRATION OF THE MEMORANDUM OF UNDERSTANDING

It is the responsibility of the Director and the Chief Administrative Officer or their designate to ensure that their respective employees affected by this agreement are informed of its provisions.

10. EXECUTION OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes the entire agreement between the parties. No other warranties or representations are given or implied. For greater clarity, all iterations and amendments to previous versions of the agreement between the parties are hereby repealed.

In witness, the parties have executed this document on the date first written.

THE TOWN OF DRAYTON VALLEY

Nancy Dodds

Mayor

Robert Osmond

Witness of Seal

May 31, 2022

Date

THE TOWN OF DRAYTON VALLEY LIBRARY BOARD

Lyndara Cowper-Smith

Board Chair

Donna P. Gawalko

Vice Chair

May 31, 2022

Date