

MEMORANDUM OF AGREEMENT ENTERED INTO THIS ___ DAY OF _____, 2019.

BETWEEN:

Brazeau County

and

Town of Drayton Valley Library Board

WHEREAS Brazeau and Drayton Valley both wish to deliver quality public library service;

WHEREAS Drayton Valley has established a municipal library in the Town of Drayton Valley for the benefit of the residents of the Town;

WHEREAS Brazeau wishes to provide access to the Drayton Valley Library and Library Services to Brazeau County Residents through a cooperative agreement with Drayton Valley;

WHEREAS Section 35 of the *Libraries Act*, RSA 2000, c.L-11 provides for cooperatives agreements between library boards for the provision of services;

WHEREAS Drayton Valley agrees that Brazeau residents may use the Library subject to the terms, conditions and provisions set out in this agreement;

NOW THEREFORE the parties to this agreement, in consideration of the mutual covenants and conditions to be observed and performed by each party, agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the meanings set forth in this Agreement:

- (a) "Brazeau" shall mean Brazeau County;
- (b) "Brazeau County" shall mean the municipality of Brazeau County;
- (c) "Capital" means tangible capital assets as defined in the CICA Public Sector Accounting Board handbook, Section 3150;
- (d) "Capital Expenditures" means payments for Capital above the limit set out in the Tangible Capital Asset Policy for the Town of Drayton Valley;
- (e) " Chief Administrative Officer" has the meaning attributed to it in section 1(1) of the Municipal Government Act and includes the designate of the Chief Administration Officer (CAO)
- (f) "Drayton Valley" shall mean the Town of Drayton Valley Library Board;

- (g) "Library" shall mean the library facility operated by Drayton Valley;
- (h) "Library Services" includes:
 - (i) The loan of materials normally lent;
 - (ii) The use of reference and the reference information service from the Drayton Valley library collection and local resources; and
 - (iii) The use of the Library at hours convenient to residents of both the Town of Drayton Valley and Brazeau County.
- (i) "Party" means Brazeau County or the Drayton Valley Municipal Library Board;
- (j) "Operating Expenditures" shall mean operating costs incurred by Drayton Valley to operate the Library or provide programs at the Library, but shall not include any amounts for repayment of any debenture debt, amortization or Capital Expenditures;
- (k) "Revenue" shall mean-all revenue obtained by Drayton Valley in the operation of the Library or its programs, but shall not include any provincial library operating grants; and
- (l) "Town of Drayton Valley" shall mean the municipality of the Town of Drayton Valley.

ARTICLE 2 - DRAYTON VALLEY OBLIGATIONS

- 2.1 In consideration of Brazeau paying to Drayton Valley the sum referenced in article 3, Drayton Valley agrees
 - (a) to provide access to the Library and Library Services to the residents of Brazeau County on the same basis and under the same conditions as to residents of the Town of Drayton Valley;
 - (b) to operate the Library and provide Library Services in compliance with the *Libraries Act*, RSA 2000, c.L-11;
 - (c) to maintain a minimum of 80 hours of operation during the winter and a minimum of 76 hours during the summer for both the Main and Rotary Libraries; and
 - (d) that any changes to the level of service requires prior approval from Brazeau.
- 2.2 No later than June 30 each year, Drayton Valley shall provide to Brazeau:
 - (a) The current year's operating budget for the Library;
 - (b) A copy of the financial audit for the Library for the previous year;
 - (c) Membership statistics for the Library for the previous year; and
 - (d) Circulation statistics for the Library for the previous year.
- 2.3 Brazeau and Drayton Valley shall meet no later than August 31 of each year of the term to discuss the plan of service to be offered by Drayton Valley in the next year.

- 2.4 Drayton Valley shall be solely responsible for maintaining adequate property and liability insurance coverage throughout the term of this agreement.
- 2.5 Drayton Valley shall indemnify and hold harmless Brazeau, its councilors, employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Drayton Valley, its employees or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement.

ARTICLE 3 - BRAZEAU OBLIGATIONS

In consideration of Drayton Valley providing access to the Library and its programs to Brazeau residents, during the term of this Agreement, Brazeau shall pay Drayton Valley an annual amount for 2019 of \$227,925 to be used for Drayton Valley's Operating Expenditures.

- 3.1 Brazeau shall pay Drayton Valley half of the amount referred to in article 3 in March and half in September of each calendar year.
- 3.2 Brazeau County has authorized Yellowhead Regional Library system to disperse 70% per capita funding, and 70% Library Services Grant to Drayton Valley Municipal Library.
- 3.3 Brazeau shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be sustained by Drayton Valley, its employees or agents in the performance of this Agreement.

ARTICLE 4 - CAPITAL FUNDING

- 4.1 The parties agree that any request for Capital funding shall be done by separate agreement with Brazeau County Council.
- 4.2 The parties agree that this Agreement applies only to the operating costs for the Library and Library Services.

ARTICLE 5 - TERM AND TERMINATION

- 5.1 This Agreement shall be in effect from January 1, 2019 to December 31, 2019 and may be renewed as agreed in writing by the parties.
- 5.2 No later than 6 months before the end of the term of this Agreement, the Parties agree to meet to discuss the renewal of this Agreement. The Parties will negotiate the terms for any renewal.

5.3 This Agreement may be terminated by either party giving six (6) months' notice in writing to the other party of the intention to terminate. Termination will be effective on the following 31st day of December.

ARTICLE 6 - ARBITRATION

- 6.1 Subject to the provisions of this Agreement, if the two parties are unable to resolve any matter or issue under the Agreement, either party may give notice to the other that the matter or issue in dispute is to be referred to arbitration and will at that time notify the other party, in writing, of the details of the nature and extent of the dispute.
- 6.2 Any dispute referred to arbitration shall be heard by a panel of three people, comprising one individual appointed by each of the parties hereto and a third person, who shall be jointly selected by the representatives named by the two parties and shall serve as a chairperson of the arbitration board.
- 6.3 Within fifteen (15) days of the serving of the notice of referral to arbitration, each party must inform the other of the identity of its representative on the arbitration board.
- 6.4 Within fifteen (15) days of appointment or such further time period as may be agreed upon by the parties hereto, the arbitration board will hold a hearing and will then render its decision within fifteen (15) days of the hearing.
- 6.5 The decision of the arbitration board will be final and binding upon both parties.
- 6.6 Both parties will share equally in the costs of the arbitration as determined by the chairperson of the arbitration board.
- 6.7 Notwithstanding that a matter has become the subject of arbitration, the parties shall, where reasonably possible, proceed with all other matters and things under this Agreement as if such matter had been settled and the dispute determined to the intent that no arbitration procedure shall delay the expeditious operation of the terms of this Agreement.

ARTICLE 7 - GENERAL

- 7.1 This Agreement may be altered from time to time by mutual written consent of the parties hereto.
- 7.2 Notices with regard to this agreement shall be forwarded in writing by single registered mail to:

<p>(a) in the case of Drayton Valley:</p> <p>Chairperson Town of Drayton Valley Library Board Box 6240, Drayton Valley, Alberta</p>	<p>(b) in the case of Brazeau:</p> <p>Chief Administrative Office (CAO) Brazeau County Box 77, 7401 Twp Rd 494,</p>
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7.3 This Agreement constitutes the entire agreement between the parties. No other warranties or representations are given or implied. For greater clarity, the agreement between the parties dated Oct 17, 2017 is hereby repealed. The parties confirm there are no outstanding obligations in relation to the Oct 17, 2017 agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals in the presence of their proper officers and the individual parties have hereunto set their hands and seals as of the day and year first above written, but effective on the date set out in article 5.1.

BRAZEAU COUNTY

Date: _____ Per: _____
CAO

Date: _____ Per: _____

TOWN OF DRAYTON VALLEY LIBRARY BOARD

Date: _____ Per: _____
Chairperson

Date: _____ Per: _____

Approved by the Minister of Municipal Affairs
this ___ day of _____, 2019 pursuant to
Section 35 of the *Libraries Act*, R.S.A. 2000, c.L-11.