

# **MEMORANDUM OF UNDERSTANDING**

between

**The Town of Valleyview**

(hereinafter referred to as 'the Town', 'Town Council' or 'Council')

and

**The Town of Valleyview Library Board**

(hereinafter referred to as 'the Board', or 'Library Board')

Made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

# Memorandum of Understanding

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## 1.0 OVERALL OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING

The Council of the Town of Valleyview and the Town of Valleyview Library Board seek to clarify and formalize the relationship between the Town and the Library Board.

This document aims to support and interpret legislation as it applies to the Library and local municipalities in context; to provide maximum benefit to ratepayers and library users.

To this end, the Council of the Town and the Library Board associate in a spirit of cooperation and open communication while preserving their individual corporate identities.

## 2.0 DEFINITIONS

In this Memorandum of Understanding:

- 2.1 'Library Board' or 'Board' refers to the Library Board of Trustees of the Town of Valleyview Library Board appointed by the Town Council.
- 2.2 'Council' refers to the Mayor and Councillors of the Town of Valleyview.
- 2.3 'Trustee' refers to individuals appointed by Town Council to sit on the Library Board. Trustees may also be referred to as 'Board members'.
- 2.4 'Town' refers to the administrative system in place in the Town of Valleyview which manages the provisions of services to the citizens of Valleyview.
- 2.5 'MD' refers to the administrative system in place in the MD of Greenview No. 16 which manages the provisions of services to the citizens of the MD of Greenview No. 16.
- 2.6 'Library' refers to the Valleyview Municipal Library.
- 2.7 'Community' refers to the population potentially served by the Valleyview Municipal Library residing in the geographical region of the Town of Valleyview and in the MD of Greenview around the Town of Valleyview.
- 2.8 'CAO' refers to the Chief Administrative Officer of the Town of Valleyview or their designate.
- 2.9 'Taxpayer' or 'ratepayer' refers to individuals or businesses who/which contribute property tax monies to the Town of Valleyview.

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- 2.10 'Library patron' or 'library user' refers to individuals or groups who access the Library or library services.
- 2.11 'Annual operating grant' or 'annual appropriation' refers to the tax-generated revenue provided by Council to the Board for the purposes of supplying library services and programs to the community.
- 2.12 'Community service' refers to programs of assistance or benefit aimed at the community and funded primarily from tax-generated revenue.
- 2.13 'Library Reserve' means surplus income or those monies annually budgeted by the Board for future use determined by the Board.

### 3.0 LEGISLATIVE FRAMEWORK

- 3.1 *Municipal Bylaw #21-70* of the Town of Valleyview, dated October 5, 1970 established the Town of Valleyview Library Board as a corporation in its own right as defined in the *Libraries Act, Section 3, Subsection 4*.
- 3.2 Having been established under the aforementioned bylaw, the Library Board is subsequently bound by the *Libraries Act*.
- 3.3 Town Council shall appoint Board Trustees pursuant to the *Libraries Act*. MD of Greenvew Council may put forward names of candidates to sit on the Library Board. These candidates must then be appointed by the Town Council as per the *Libraries Act*.
- 3.4 The Library Board is a governing board and has the mandate to manage, regulate and control library operations in order to provide library services to the community, subject to terms and conditions imposed by the enabling legislation:  
  
*"The municipal board, subject to any enactment that limits its authority, has full management and control of the municipal library and shall, in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipality and may co-operate with other boards and libraries in the provision of those services."* (*Libraries Act, Section 7*)
- 3.5 The Library Board annually determines resources required to operate the Library and requests an annual appropriation from Town Council and in accordance with the *Libraries Act*.

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- 3.6 Town Council, through its enactment of *Bylaw #21-70*, deems it expedient to provide library service in the community, and therefore annually provides library funding from municipal tax-generated revenue.
- 3.7 The Province of Alberta grants library funding dependent upon the Board's adherence to the *Libraries Act* in accordance with provincial regulations.

### 4.0 OTHER BASIC PREMISES

- 4.1 The Library is a community service which provides library services and programs to the taxpayers / ratepayers and library patrons. It is to the mutual benefit of the Town of Valleyview and the Library Board to work cooperatively to maximize the use of available resources.
- 4.2 The Town Council and the Library Board intend to deliver the most effective library service possible, while recognizing the dependence of quality service upon financial, physical and human resources.

As such, the Town provides the 10-year lease of the building at 4804 50<sup>th</sup> Avenue for the amount of \$1 per annum. This lease will be automatically renewed at the end of its term unless otherwise decided by the Town and the Library Board.

- 4.3 The Town Council and the Library Board each have schedules and priorities. Every effort will be made by both organizations to accommodate these in order to provide the highest level of services possible to our community through flexibility and cooperation.

### 5.0 COMMUNICATION

#### 5.1 Political Communications

The formal communication link shall be between the Mayor and Library Board Chair. An informal link occurs between trustees and councillors.

A special link exists with the library trustees who are also council members, as these individuals are expected to report to Council on Library matters and to the Library Board on Council matters which affect library operations.

### 5.2 Service Communications

Requests from the general public directed to the Town regarding the Library shall be channeled directly to the Library. Similarly, the Library will direct questions pertaining to Town operations to the Town.

### 5.3 Administrative Communications

Administrative communications will be between the Town CAO (or designate) and the Library Manager. Communication may be delegated to designated employees in either organization when situations warrant.

In order to facilitate communication, the Library Manager (or designate) may be invited to attend meetings with Town personnel. Similarly, the CAO (or designate) may be invited to attend Library Board meetings and / or meetings with Library personnel.

Library issues requiring Council consideration at a regular meeting of Council may be conveyed to the CAO, who will arrange for their addition to Council agenda.

The Library Board may make representation directly to Council as a duly constituted delegation. The CAO routinely communicates results of Council deliberations on library matters to the Library Manager.

Similarly, issues requiring Library Board consideration at a regular meeting of the Board may be conveyed to the Library Manager, who will arrange for their addition to the Board agenda. Results of Library Board deliberations will be communicated by the Library Manager to the CAO for distribution as required.

## 6.0 FINANCE

### 6.1 Budget Process

The Library Board and Library Manager prepare the Library's annual budget in accordance with the process established by Town Council in order to facilitate Council's budget deliberations. (*Libraries Act*, Section 8). The CAO shall keep the Library Manager apprised of developments in the budget process.

As per the *Libraries Act*, the Library Board will annually request from Town Council an appropriation of funds for the purpose of supplying library services and programs to the community. The Library Board shall provide an operational budget to the Town by October 15<sup>th</sup> each year.

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The Library Board determines the amount of the appropriation request according to the perceived needs of the community, the considered level of service to meet these needs, and the type and quantity of resources required to achieve the desired level of service.

The Library Board's appropriation request from the Town includes both operating and capital items, as defined by Board policy. Should the proposal for capital assistance be sufficiently large, in the opinion of the Board, to warrant separate consideration by Town, the Board may request capital funding in the form of a special grant.

### **6.2 Annual Appropriation from the Town**

In response to the Library Board's request, Town Council will provide an annual appropriation to the Library Board intended to maximize benefit to taxpayers and library patrons.

The Council and Board agree to work together to achieve maximum levels of funding from supplementary sources.

The Library Board has the sole authority to allocate use of the annual appropriation funds in accordance with the *Libraries Act*.

### **6.3 Tendering and Purchasing**

The Library Board governs the tendering and purchasing of goods and services for the Library.

### **6.4 Budget Surplus / Deficit**

At year end, in the event of a surplus, the surplus amount shall be deposited into a Capital, Operational or Special Projects Reserve account as designated by the Library Board.

In the event of a deficit, the Board will allocate funds from the Operational Reserve fund to cover the deficit or re-allocate funds from other reserves as necessary. The Board and Council may jointly negotiate a different resolution.

### **6.5 Library Reserves**

The Board shall maintain a Library Reserve fund to be allocated according to Board policies, and shall, through the budget process, identify expenditures from the Reserve fund.

## **6.6 Annual Financial Reporting**

In accordance with legislation and Board policy, the Library will ensure that a Review Engagement is completed on the Library's accounts.

## **6.7 Financial Records**

Financial records shall be retained and stored in accordance with Board policy for records management.

# **7.0 PERSONNEL**

## **7.1 Employment**

All individuals employed to work in the Library are employees of the Library Board and function under the Board's Personnel Policy.

The Library Board alone is responsible for the employment (including hiring, supervising, evaluation, and termination) of the Library Manager.

The Library Manager is responsible for employment functions for all other Library employees.

## **7.2 Salaries, Wages and Benefits**

The Library Board is responsible for all salaries, wages, benefits, payroll services and bookkeeping.

The Library Board determines salaries, wages and benefits paid to Library employees.

# **8.0 FACILITIES**

## **8.1 Library Facility**

The Town shall provide the Library Board with a facility for the provision of library services and programs to the community.

The Library Board may make requests to the Town administration if it is felt that the facility is not adequate for their needs.

Biannual inspections of the facility will be completed by Town personnel.

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'Adequacy' of the facility includes, but is not limited to, type of facility, location, access, physical dimensions, safety standards, maintenance, amenities and other quality features.

### **8.2 Rent**

The Library agrees to pay rent in the amount of ONE DOLLAR (\$1.00) per annum, payable on the 1<sup>st</sup> day of January of each calendar year. The Town leases the Library facility to the Library Board on a TEN (10) year lease.

### **8.3 Security**

The Library Board, through the Library Manager shall be responsible for basic security of the Library facility.

### **8.4 Maintenance and Capital Replacement**

The Town shall be responsible for:

- 8.4.1 Capital replacement costs and maintenance relating to exterior walls, doors, windows, roof, foundation, and sidewalks related to the long-term operation and maintenance of the facility.
- 8.4.2 Development and maintenance of all landscaping and parking areas related to the library facility.

The Library Board shall be responsible for:

- 8.4.3 Payment of utility costs including water, sewer, garbage collection and disposal, gas, power, telephone / internet and snow removal. Snow removal will be completed by the Town's Public Works Department on an as needed basis at an hourly charge-out rate of \$175.00 per hour for operator and equipment. The Town will invoice the Library Board on a monthly basis for all snow removal hours incurred for that month.
- 8.4.4 All of the day to day maintenance and repair of operating the facility (library and gallery) to a level of good and substantial repair.
- 8.4.5 Maintaining the interior aspects of the library and gallery facility including interior partitions, interior doors, fixtures, furnishings, equipment, and be responsible for minor repairs or maintenance to HVAC (i.e. annual furnace maintenance); this will exclude structural or mechanical repairs assigned to the Town in Section 8.4.1.



8.4.6 Informing the Town when issues arise that could harm the value of the property.

### **8.5 Janitorial Services**

The Library Board shall be responsible for providing janitorial services to the Library and Gallery premises.

### **8.6 Insurance**

The Town shall provide property and liability insurance on the Library facility as well as the Gallery contents insurance (travelling exhibits). The Board shall provide for contents and liability insurance on Library furnishings, capital equipment and other contents of which the Board has retained ownership.

### **8.7 Alterations**

The Library shall not erect any permanent partitions or make any alterations to the leased library premises without the prior written consent on the Town.

## **9.0 LIBRARY SERVICES**

The Library Board shall operate and maintain the Library and provide library services in conjunction with Peace Library System.

The Library Board shall provide equal access to residents of the Town of Valleyview and MD of Greenview No. 16.

## **10.0 APPOINTMENT OF LIBRARY TRUSTEES**

10.1 As per the *Libraries Act*, the Library Board shall consist of not fewer than five and not more than 10 trustees appointed by Town Council. Not more than two representatives of Council may be trustees on the Library Board, that is one from Town Council and one from the MD of Greenview Council.

As per mutual understanding between the Town of Valleyview and MD of Greenview No. 16, the Library Board should, to the best of their ability, have a balanced number of individuals representing the Town and the MD communities.

When Board vacancies exist, trustees should be appointed on an individual basis based on the knowledge or skills they bring to the Board. Individuals shall not be

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excluded from appointment to the Board based solely upon balance of trustees from Town versus MD while vacancies exist.

For example, the Board may consist of:

- a) One representative of the Town of Valleyview Council
- b) One representative of MD of Greenview Council
- c) Trustees (from three to eight trustees). Must be a resident of the Town of Valleyview or MD of Greenview No. 16. Employees of the Town of Valleyview, MD of Greenview No. 16, or Valleyview Municipal Library are not eligible to be appointed to the Board.

### 10.2 Process to Appoint Library Trustees

Appointment of Municipal Council representatives shall consist of:

- 10.2.1 Town Council shall appoint one council member to sit as a trustee on the Library Board to represent the Town Council. The MD of Greenview No. 16 may put forward one MD Council member to sit on the Library, but the appointment must be made by the Town Council.
- 10.2.2 Library Trustees who are also Council representatives shall be appointed to the Library Board for one year at Council's annual organizational meeting.
- 10.2.3 The remainder of Library trustee positions shall be appointed as vacancies arise, for a term of up to three years as per *Libraries Act*.
- 10.2.4 Trustees are eligible to be reappointed to the Library Board for two additional consecutive terms of office, after which, a 2/3 majority of Town Council must pass a resolution to reappoint for more than three consecutive terms.
- 10.2.5 When a vacancy exists on the Library Board, the Board will advertise to fill the position(s) as soon as possible.
- 10.2.6 Individuals interested in becoming library trustees shall write an application letter to the Library Board outlining their qualifications or skills that will be of benefit to the Library Board. The Library Board will forward recommendations to the Town of Valleyview regarding appointment of trustees. The MD of Greenview may submit trustee applications to Town Council for appointment to the Library Board.

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- 10.2.7 Once approved by Town Council, appointments to the Library Board will be communicated in writing to the Library Board.

### **11.0 OTHER AREAS OF AGREEMENT**

The Library Board and Town and MD Councils shall work collaboratively on issues and opportunities related to Town / MD and Library services for local and area residents including:

#### **11.1 Advertising, Public Relations and Promotions**

As per Library Board policy, the Library Board recognizes that the effectiveness of the Library in its role as a community service may be amplified in association with other community services. Therefore, the Board may choose to participate in joint advertising, public relations and promotional efforts.

#### **11.2 Special Committees and Events**

In consultation between Town and Library personnel, Library staff may be invited to participate in Town functions, special committees, training sessions, safety training, etc. Where costs are incurred, the Board and Town Council, through their administrative staff, will negotiate the allocation of expenditures.

### **12.0 AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding may be reviewed at the request of the Library Board or Town Council.

Either of the parties may notify the other parties in writing of proposed amendments prior to the review. This Agreement shall remain in effect unless a review deems amendment appropriate.

Either of the parties may cancel the Agreement with 90 days written notice.

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### 13.0 ADMINISTRATION OF THE MEMORANDUM OF UNDERSTANDING

It shall be the responsibility of the Library Manager and the Town CAO to provide communication relevant to the provisions of this Agreement to the Library Board and Town Council respectively.

### 14.0 INDEMNIFICATION

The Library Board shall indemnify and hold harmless the Town of Valleyview, its 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 the Library Board, its employees, or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement.

The Town of Valleyview shall indemnify and hold harmless the Library Board, Trustees, its 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 the Town of Valleyview, its employees, or agents in the performance of this Agreement. Such indemnification shall survive termination of this Agreement.

In witness whereof, the parties have hereunto executed this Memorandum of Understanding on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Library Board Chair  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Witness  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Town of Valleyview CAO  
Signature

\_\_\_\_\_  
Print name

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Town of Valleyview Mayor  
Signature

\_\_\_\_\_  
Print name