

LETTER OF AGREEMENT

The 19th day of July 2021

BETWEEN

The City of Wetaskiwin

In the Province of Alberta

(hereinafter referred to as the "City")

And

THE City of Wetaskiwin LIBRARY BOARD

(hereinafter referred to as the "Board")

The City of Wetaskiwin (the "City") and the City of Wetaskiwin Library Board (the "Board") seek to clarify and formalize their relationship to provide maximum benefit to the community and region.

WHEREAS the City and the Board understand that:

- The Board is a separate corporation and not a branch or extension of the Municipality. The City has appointed members to the Board with confidence that they will ensure the provision of comprehensive and efficient library service to the community.
- Benefits to the community and region are greatest when the City and the Board work cooperatively to maximize the use of available resources.
- The City provides services to the Board as outlined in this Letter of Agreement and Schedule 1; and
- That both the City and Board agree to operate under a philosophy of both flexibility and cooperation throughout the duration of the agreement.

THEREFORE, the City and the Board agree that:

"Wetaskiwin Public Library Building" shall mean the lands and building maintained by the City, including any future renovation or addition, located currently at 5002-51 avenue, Wetaskiwin, Alberta, or any future library location.

LEGISLATIVE

1. Their relationship will be governed by the *Libraries Act* and *Libraries Regulation* of the Province of Alberta.
2. The Board retains full management, and governance of the Library and library service delivery to the community, as defined in the *Libraries Act*.

ANNUAL MUNICIPAL APPROPRIATION

3. As per the *Libraries Act*, the Board will annually request from City Council an appropriation for the purpose of supplying library services and programs to the community. Facility costs and other in-kind services, as described in Schedule 1, are excluded from those which the Annual Municipal Appropriation is intended to cover.
4. The Board and Library Manager prepare the Library's annual budget proposal, in accordance with the process outlined in the *Libraries Act*, including deadline dates established by City Council, to facilitate budget deliberations and approval. At all times, the Chief Administrative Officer (or designate) keeps the Manager apprised of developments in the processes.

5. During the budget process, the City's Chief Administrative Officer (or designate) will provide, in writing, to the Manager the estimated amounts for insurance, audit fees, legal fees, Workers Compensation Board costs, salary, employee benefits and/or other costs related to Library staff incurred by the City (including those arising from any claims made against the City) and any other costs impacting the Library's budget.
6. The Board determines the amount of the Annual Municipal Grant request according to the perceived library needs, the considered level of service to meet these needs, and the type and quantity of resources required to achieve the desired level of service as outlined in the Board-approved Plan of Service.
7. Notwithstanding City guidelines for the budget process, the Board's request for funding from the City includes "operating" and "capital" items and in-kind services defined in Schedule 1.
8. The Board (or designate) will convey to the City Manager (or designate) the amount of the Council Municipal Appropriation that will be requested by the Board.
9. The Board will present, annually, the Library's budget to City Council in the format determined by the Board.
10. In response to the Board's request, City Council will provide an Annual Municipal Appropriation to the Library. The Board will work to achieve maximum levels of funding from supplementary sources, such as provincial library grants or those based on matching funds.
11. Once the Annual Municipal Appropriation has been paid to the Board, the Board has the sole authority to allocate use of the funds in accordance with the *Libraries Act*. These funds will be transferred to a separate general ledger account designated as Library Funds.
12. The Board will issue tax receipts for donations made to the Library and expend those donations in line with Board-approved policy, budget, and Plan of Service.

BUDGET MANAGEMENT & REPORTING

13. The City shall provide the Board, through the Library Manager, electronic access to and/or hard copies of monthly operational budget transactions and reports in accordance with the Board's meeting timelines and as otherwise required or requested by the Board.
14. The City shall allocate, within its annual operating budget, funding for the operation of the Wetaskiwin Public Library based on the previous year's operating budget as the standard as prepared and submitted by the Wetaskiwin Public Library to council annually.

15. The Board shall have a designated reserve fund called the "Library Board Reserve Fund", and where a surplus is achieved, it will be placed into the Library Board Reserve Fund general ledger account. This fund will be used to replace capital assets for the library.
16. The Wetaskiwin Public Library shall present their budget for approval to Council annually. The budget presentation and requests for approval shall include all operating and capital requests including the cost of any in-kind requests for City services and support.

HUMAN RESOURCES

17. All Library employees are employees of the Board. The Library employees will be included on the City's payroll for the purposes of salary, benefits, and pensions. The Board will ensure appropriate HR policies, procedures and practices are in place including grievance policy. The Library Manager will report to and take direction from the Board. All other employees report to and take direction from the Library Manager.
18. The Board is responsible for deciding remuneration and benefits for library staff. The Board shall develop a salary grid reflective of the City's salary grid and benefits package.

FACILITIES & MAINTENANCE

19. The Board and the City agree that the Wetaskiwin Public Library building shall be utilized for library services.
20. The City provides the Board with a facility, the Library Building, in which library business may be conducted for the provision of Library Services and programs to the community.

COMMUNICATIONS

21. The formal communication link is between the Mayor and the Board Chair. The Chair reports to Council and the City's Chief Administrative Officer (or designate) and the Library Manager will meet as required for discussion on matters of mutual concern.
22. Questions from the public, directed to the City regarding the Library, will be channeled directly to the Library Board and the City's Chief Administrative Officer (or designate).
 - a. The Board (or designate) is responsible for responding to any complaints about Library Services.
 - b. The Board will advise Council of any significant service changes which could impact the budget.
 - c. Similarly, the Library will direct questions pertaining to City operations to the City's Chief Administrative Officer (or designate).

ADMINISTRATIVE LINK

23. The Administrative liaison link for information sharing between the Board and the City is between the Library Manager and the City's Chief Administrative Officer (or designate). In general, communications may be delegated to designated employees in either organization when situations warrant.
24. To facilitate communications, the Library Manager (or designate) may be invited to attend meetings with City personnel. Similarly, the City's Chief Administrative Officer (or designate) will be invited to attend Board meetings and/or meetings with Library personnel.
25. Any Library issues requiring City Council consideration at a Regular Meeting of Council are conveyed to the City's Chief Administrative Officer (or designate) who arranges for their addition to the meeting agenda. The Board may make representation directly to City Council as a duly constituted delegation to the Council Meeting. Results of Council deliberations on Library matters are routinely communicated to the Library Manager by the City's Chief Administrative Officer (or designate), notwithstanding the aforementioned processes.
26. All issues requiring Board consideration at a Regular Meeting of the Board are conveyed to the Library Manager, in consultation with the Board Chair, who arranges for the addition to the next regularly scheduled meeting agenda. Results of Board deliberations are communicated by the Library Manager to the City's Chief Administrative Officer (or designate) for distribution as required.
27. All Library emails and files are property of the Library Board.

GENERAL

28. The Board agrees to abide by City accounting practices and procedures, including audits (while also complying with applicable legislation), and retention of records.
29. The Library will maintain its own adequate insurance policy to cover facilities, furnishings, capital equipment, and other holdings. Costs of such insurances are included as expenditures in the Library budget. A copy of the insurance policy, if requested, will be provided to the City. The City will maintain adequate insurance in the event that the Library operates in a City-owned facility.

ARBITRATION

30. In the case of any dispute between the parties hereto during the term of this agreement, and in any renewal, to any matter arising under this agreement, either party shall be entitled to give the other party notice of the dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and the appointee shall jointly appoint a third arbitrator, whose decision shall

be binding on both parties. Each party shall be responsible for their own costs related to arbitration.

LAW OF ALBERTA APPLICABLE

31. The validity and interpretation of the Agreement, and of each Article and part thereof, shall be governed by the laws of the Province of Alberta.

WAIVER

32. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant or provision or terms of this Agreement.

FORCE MAJEURE

33. Neither of the parties shall be deemed to be in default in respect of non-performance of its obligations under this Agreement of and so long as the non-performance is due to strikes, lockouts, fire, tempest, pandemics, (or acts of God or the Queen's enemies,) or any other cause (whether similar or dissimilar to those enumerated) beyond its control.

NOTICES

34. Any notice to be given to the Board hereunder may be delivered to the office of the Board at:

Chair of the Wetaskiwin Library Board
Wetaskiwin Public Library
5002- 51 Avenue
Wetaskiwin, AB T9A 0V1

Any notice to be given to the City hereunder may be delivered to:

Chief Administrative Officer (CAO)
City of Wetaskiwin
Box 6210
4705 50 Avenue
Wetaskiwin, AB T9A 2E9

SUPERCEDURE

35. This Agreement constitutes the entire agreement between the parties hereto with respect to the management of the Municipal Library and it is hereby acknowledged and agreed that there are no representations, warranties, terms, conditions, agreement, or

contracts with respect to the management of the municipal library other than as expressly set forth herein.

36. This Agreement supersedes any previous agreements between the City and the Board.

TIME IS OF THE ESSENCE

37. Time shall be the essence of this Agreement.

TERM

38. This Agreement shall come into effect once fully executed and shall remain in effect until the 19TH day of July 2026, with the option for renewal for a subsequent five (5) years, unless either party provides 365 days written notice of termination.

39. Notice to terminate this Agreement can be done by either party with one year's notice.

This AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by hands of their proper offices in that behalf on the day and year first written above.

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

THE CITY OF WETASKIWIN



Mayor



Print Name




Date Signed



City Manager

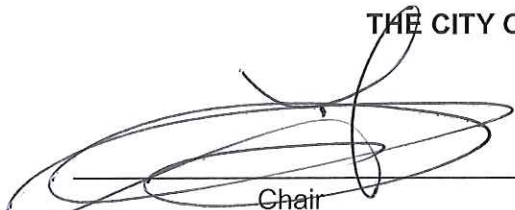


Print Name



Date signed.

THE CITY OF WETASKIWIN LIBRARY BOARD



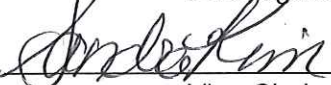
Chair



Print Name



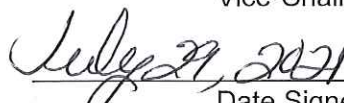
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Vice-Chair



Print Name



Date Signed

SCHEDULE '1'

The City shall provide in-kind services, without charge, to the Board, which will include, but not be limited to:

- a) Accounting of receipts, payments, credits, and liabilities on behalf of the Board, submit monthly financial reports to the Board, and provide for the annual auditing of accounts.
- b) IT services shall include:
 - i. Technology purchase and replacement
 - ii. IT support (Hardware, User, and Network)
 - iii. Device management
 - iv. Systems security and backup
 - v. Email
- c) Maintain the Library building, playground, and grounds in the same fashion as other City - maintained buildings including, but not limited to, general maintenance, snow removal, security, and seasonal services as required.
- d) Include capital assets, owned by the Wetaskiwin Public Library, within the scope of the City's Asset Management program.
- e) The City's Chief Administrative Officer (CAO) or designate may invite the Library Manager to participate in City hosted training opportunities and/or social functions for the benefit of their organization.
- f) Other services that may be agreed upon and added to this schedule by both parties as they arise.