

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
BY-LAW 1161-08

A BY-LAW OF THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF ADOPTING AN AGREEMENT TO ESTABLISH AN INTERMUNICIPAL LIBRARY BOARD.

WHEREAS: The Council for the Municipal District of Pincher Creek No. 9 deems it expedient and proper to enter into an Agreement to Establish an Intermunicipal Library Board, and

WHEREAS: Section 12 of the Libraries Act, Chapter L-11 Revised Statutes of Alberta 2000 and amendments thereto require that an Agreement to Establish an Intermunicipal Library Board be adopted by By-Law.

NOW THEREFORE, the Municipal District of Pincher Creek No. 9, in accordance with Section 12 of the Libraries Act, duly assembled, hereby enacts as follows:

1. That the Agreement to Establish an Intermunicipal Library Board be adopted as per the attached Schedule "A" to this By-Law.
2. That this By-Law comes into full force and effect on the date of final reading hereof.

READ a first time this 26 day of January, 2008.⁹

Rodney J. Cyp
Reeve

Donna Thompson
Chief Administrative Officer

READ a second time this 26 day of January, 2008.⁹

Rodney J. Cyp
Reeve

Donna Thompson
Chief Administrative Officer

READ a third time and finally passed this 26 day of January, 2008.⁹

Rodney J. Cyp
Reeve

Donna Thompson
Chief Administrative Officer



AGREEMENT TO ESTABLISH AN INTERMUNICIPAL LIBRARY BOARD

Pursuant to section 12 of the Libraries Act

Memorandum of an agreement made this 12 day of January A.D. 2009

BETWEEN.

Then Municipal District of the Pincher Creek No. 9
of the first part

and

The Town of Pincher Creek
of the second part

and

The Village of Cowley
of the third part

WHEREAS Section 12 of the Libraries Act (part 1.1) makes provisions whereby such Councils may, with the consent of the Minister, enter into agreements relating to the provision of a library service, and

WHEREAS it is deemed expedient and proper by Councils and Parties concerned, that such an agreement be entered into.

NOW THEREFORE, the parties hereto covenant and agree as follows:

- 1 That the parties hereto agree to establish and operate jointly an intermunicipal library board to be known as The Pincher Creek & District Public Library Board (hereafter referred to as the Board)
2. That the management and operation of the library shall be delegated to the Board constituted as follows:
 - a) 4 members appointed by the Council of the Town of Pincher Creek of which only 1 appointee may be a member of council;

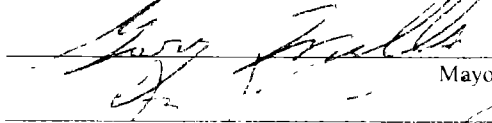
- b) 4 members appointed by the Council of the Municipal District of Pincher Creek No. 9 of which 1 appointee may be a member of council;
 - c) 1 member appointed by the Council of the Village of Cowley;
 - d) All these appointments shall be for a term of 3 years
3. That the Board so appointed shall exercise all powers and perform all the duties delegated to an Intermunicipal Library Board under Section 12 of the Libraries Act
 4. That the Board shall elect one of its members as a Chairperson
 5. That the Board shall keep accounts of its receipts, payments, credits and liabilities.
 6. That the financing of the Board shall be arranged as follows
 - a) The Town of Pincher Creek shall contribute 50% of any deficit in the Board's annual approved budget. These monies shall be due to the Board as follows
 - b) The Municipal District of Pincher Creek No. 9 shall contribute 49% of any deficit in the Board's annual approved budget. These monies shall be due to the Board as follows.
 - c) The Village of Cowley shall contribute 1% of any deficit in the Board's annual approved budget. These monies shall be due to the Board as follows:
 - d) That the annual budget and estimate of funding for the upcoming year shall be prepared by the Board prior to November 1st of the current year, and transmitted to each participating council for the estimate of funding approval. The budget is for information purposes only.
 7. That an annual financial report shall be conducted in accordance with the Libraries Act by a person appointed by the Board and ratified by Councils and when complete, shall be submitted to each Council that is party to this agreement. The person appointed by the Board shall not be a Library employee, nor a Board Trustee, nor a Councillor of a municipality that is party to this agreement. He or she shall be certified as at least a Registered Public Accountant.
 8. That this agreement shall take effect on the date the Minister responsible for libraries establishes the Board.
 9. That the Board or any party to this agreement may propose amendments to this agreement. Proposed amendments must be agreed to by at least two parties to this agreement. Amendments will be filed with the Minister responsible for libraries.
 10. Using the following system, it is hoped that any dispute between the parties to this agreement can be settled.

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| Step 1 | It is important to avoid any dispute by ensuring the plan is adhered to as adopted |
| Step 2 | Should any party to this agreement identify an issue that it wishes to dispute, that party should inform the other parties, in writing, the reasons for its dispute |
| Step 3 | Each party to the agreement will appoint a representative, all of whom will constitute an ad hoc Dispute Committee |
| Step 4 | The Committee should discuss the issue with the intent to seek a solution by consensus |

- Step 5** Should the Committee be unable to arrive at a consensus, then each Committee representative will contact his or her chief elected officer to arrange a joint meeting of the councils of the municipalities that are parties to this agreement. Councils will then discuss possible solutions.
- Step 6** Should the councils be unable to reach a solution, any municipality may contact Alberta Municipal Affairs to commence a mediation process under the department's guidance.
- Step 7** In a case where further action under the Act is unavailable, the results of the mediation report will be binding on each municipality

11. That this agreement shall continue in effect until December 31, 2013 and thereafter may be terminated on the 31st day of December in any year. Any party may give notice to the other parties that it intends to withdraw from the agreement on or before January 1st of that year
12. That each party to this agreement contributes as assets and liabilities to the Board those assets and liabilities which each Council and Library Board has invested in the Pincher Creek and District Municipal Library on the day this agreement takes effect. (Inventory of participating councils and their respective public library assets are attached as Appendices #A, #B, #C.)
13. Withdrawal: If any municipality withdraws from this agreement, it leaves all its assets and liabilities with the Board.
14. If two of the three municipalities, parties to this agreement, wish to dissolve the intermunicipal library board they shall proceed in accordance with Section 17.2 of The Libraries Regulations. The final dissolution shall be in accordance to the directions, and the order, of the Minister responsible for libraries

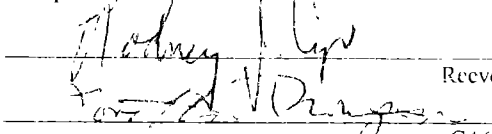
Town of Pincher Creek




Mayor

CAO

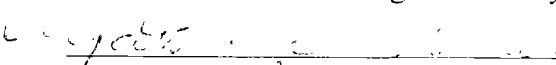
Municipal District of Pincher Creek No. 9

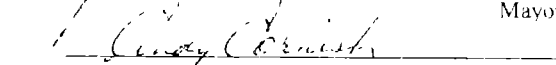


Reeve


CAO

Village of Cowley



Mayor


CAO