

BYLAW NO. 216.2003

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT BETWEEN THE RURAL MUNICIPALITY OF BENGOUGH NO. 40, THE TOWN OF BENGOUGH, THE BENGOUGH LOCAL LIBRARY BOARD AND THE SOUTHEAST REGIONAL LIBRARY TO PROVIDE FOR FACILITY ARRANGEMENTS OF THE BENGOUGH LIBRARY

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The Council of the Rural Municipality of Bengough No. 40 in the Province of Saskatchewan enacts as follows:

1. That the Rural Municipality of Bengough No. 40 enter into a service agreement with the Town of Bengough, the Bengough Library Board and the Southeast Regional Library for the purpose providing an adequate library facility within the Town of Bengough.
2. The service agreement shall be signed, with one copy to Town of Bengough, to the Bengough Library Board, to Southeast Regional Library and one copy for retention of the Municipality.
3. The terms of this agreement are attached hereto and marked Exhibit "A".
4. The Reeve and Administrator of the Rural Municipality of Bengough No. 40 are hereby authorized to sign and execute the attached agreement.
5. This Bylaw shall come into force and take effect on the date of final passing thereof.




REEVE


ADMINISTRATOR

Certified a true copy of Bylaw NO. 216.2003
adopted by resolution of Council on the
10th day of April, 2003.


REEVE


ADMINISTRATOR

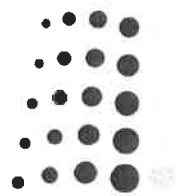


Joint Venture Library Facility Agreement

FOR

Bengough Public Library Branch

March 2003



SOUTHEAST
REGIONAL
LIBRARY

Joint Venture Library Facility Agreement

Made in 4 copies, effective 04 of March, 2003

Between the following Parties:

- (4) Southeast Regional Library Board, a body corporate established pursuant to section 32 of *The Public Libraries Act, 1996*, with head office at Weyburn, Saskatchewan, in this Agreement referred to as the "Regional Library Board";
- (5) Town of Bengough, a municipal corporation established pursuant to *The Urban Municipality Act, 1984*, with head office at Bengough, Saskatchewan, in this Agreement referred to as the "Town";
- (6) R.M. of Bengough No. 40, a municipal corporation established pursuant to *The Rural Municipalities Act*, with head office at Bengough, Saskatchewan, in this Agreement referred to as the "R.M.";
- (7) The Bengough Local Library Board, established in accordance with section 39 of *The Public Libraries Act, 1996*, in this Agreement referred to as the "Local Library Board".

WHEREAS section 80 of *The Public Libraries Act, 1996* provides that a public library board, including a regional library board, may enter into an agreement with any other organization for the purpose of providing public library services pursuant to section 5 of the Act from a single facility, and that the agreement must include the terms and conditions that are prescribed in the regulations; and

WHEREAS section 29 of *The Public Libraries Regulations, 1996* requires that joint venture library agreements must include terms and conditions that address the following matters:

- (a) a statement of purpose for the joint venture;
- (b) the rights, duties and privileges of the parties to the agreement;
- (c) the financial responsibilities of parties to the agreement;
- (d) a facility design that ensures reasonable access to the facility by the public;
- (e) a process to resolve disputes;
- (f) a provision for periodic review of the agreement;
- (g) the method of dissolution on termination of the agreement;
- (h) a clarification of the role of the public library board respecting access to library services by all patrons; and

WHEREAS the Parties wish to provide for the establishment and operation of a joint venture library facility to be located at 301 Main St. in Bengough, Saskatchewan.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

Article 1
Purpose

1. The purpose of the joint venture in which the Parties are engaged pursuant to this Agreement is the provision of access to public library services from a branch library facility located at 301 Main St. in Bengough, Saskatchewan, in accordance with *The Public Libraries Act, 1996* and the regulations made under that Act.

Article 2
Roles of the Parties

- 2.1 The role of the Regional Library Board in providing public library services pursuant to this agreement is to provide effective and equitable access to information for cultural, recreational and educational purposes, without discrimination on the basis of age, race, creed, religion, colour, sex, sexual orientation, family status, marital status, disability, nationality, ancestry or place of origin or social status. Subject to the Regional Library Board's bylaws and policies relating to use of and conduct in its facilities, the public library does not censor or monitor the choices made by patrons in using library materials or resources, regardless of the patron's age. The public library does not act *in loco parentis*.
- 2.2 The role of the Town is to encourage and facilitate the provision of library services to the persons residing within its boundaries.
- 2.3 The role of the R.M. is to encourage and facilitate the provision of library services to the persons residing within its boundaries.
- 2.4 The role of the Local Library Board is to develop the local library in the Town of Bengough in accordance with the responsibilities listed in section 40 of *The Act* and in sections 16 and 17 of *The Regulations* (see Schedule 1).

Article 3
Rights, Duties and Privileges of the Parties

Regional Library Board - public library resources

- 3.1.1 The Regional Library Board shall, in accordance with *The Public Libraries Act* and regulations, as amended from time to time, provide public library resources, including materials and services, in accordance with its policies regarding branches.
- 3.1.2 The Regional Library Board shall be responsible for the selection, hiring, supervision and discipline of public library staff in accordance with the Regional Library Board's branch policies. Personnel are

employees of the Regional Library Board.

3.1.3 The Regional Library Board shall be financially responsible for:

- (a) personnel costs for public library staff;
- (b) the costs of purchase and processing of public library collection resources and any other library resources to be provided in accordance with its branch policies;
- (c) insurance coverage against negligent performance of duty by its staff;
- (d) continuing provision of an appropriate computer telecommunications connection that meets the minimum standards set out in Appendix 1 for the exclusive use of the public library branch; and
- (e) installing and maintaining computer equipment and software that provides basic automated library information services in the branch.

Facility, furnishings, equipment and maintenance

3.2.1 The Town shall ensure that sufficient furnishings and equipment are provided for the physical accommodation of the library resources provided to the public library branch to a standard at least equal to the minimum standards established by the Regional Library Board, from time to time. Current minimum standards are set out in Appendix 1 to this Agreement. When the minimum standards are altered or revised, the Regional Library Board shall provide a copy of the altered or revised standards to each Party, and the new standards shall thereupon be deemed to be incorporated into this Agreement.

3.2.2 The municipalities that are party to this Agreement shall be financially responsible for the following costs:

- (a) the provision of a satisfactory facility;
- (b) any renovations necessary to the facility provided pursuant to paragraph 3.2.2(a) to bring it into conformity with the minimum standards described in paragraph 3.2.1;
- (c) ongoing maintenance and janitorial services for the facility;
- (d) continuing provision of at least one voice telephone line connection that meets the minimum standards set out in Appendix 1 for the exclusive use of the public library branch;
- (e) insurance on public library facilities, furnishings, equipment and collections and public liability insurance; and
- (f) any other costs that are required to be borne by the municipalities that are party to this Agreement, pursuant to the provisions of *The Public Libraries Act* and regulations, as amended from time to time.

3.2.3 The R.M. of Bengough No. 40 shall contribute an agreed-to annual grant.

Facility requirements

3.3.1 The Town shall ensure that the public library materials of the Regional Library Board are adequately housed and cared for and that the facility is adequately lit, heated and maintained and, in addition, shall:

- (a) ensure that the facility is secure;
- (b) permit internal and external signage indicating the location of the branch;
- (c) provide for public parking as indicated in the site plan set out in Appendix 2;
- (d) provide access to public washrooms as indicated in the floor plan set out in Appendix 3;
- (e) ensure that the facility meets the minimum provincial accessibility requirements, or develop and follow a plan to ensure that the facility will meet these requirements; and
- (f) ensure that the facility is adequately insured.

Existing facilities

3.3.2 For public library branch facilities that are currently in use as of the signing of this Agreement, the standards as set out in Appendix 1 for:

- (a) floor area, lineal shelf footage, handicapped accessibility, ergonomic furnishings and number of computers will not be applied through 31 December 2006;
- (b) floor area, lineal shelf footage and handicapped accessibility will only be applied once the municipality in which the library branch is located has shown at least a 5% increase in their census population since the 1996 census; and
- (c) floor area and lineal shelf footage will only be applied if the branch has less than 50% of the required floor space.

**Article 4
Public Access**

4.1 The Parties agree that the public library branch shall be open to the public at regularly scheduled hours as determined by the Regional Library Board. These hours shall be established in consultation with the Local Library Board and be in accordance with the Regional Library Board's branch policies.

4.2 The Town shall:

- (a) offer direct, public access to the public library materials contained in the facility;
- (b) ensure that all such materials are accessible to all patrons);
- (c) ensure 24 hour, unrestricted access to the facility and the materials by staff of the Regional Library Board; and
- (d) ensure that access to the public library is available to the public during public library hours, even if those are times when the facility might normally be closed.

Article 5
Joint Venture Library Facility Board

- 5.1 There shall be a board, to be known as the “Bengough Joint Venture Library Facility Board”, composed of one representative named by each of the Parties.
- 5.2 The Board shall advise the Parties on facility issues that arise in the operation of the public library branch.

Article 6
Policy Development at Local Library Level

- 6.1 Where the policies and bylaws of the Regional Library Board are silent on a matter relating to the operation of the public library branch, the Local Library Board may, subject to *The Public Libraries Act, 1996* and the regulations made under that Act, make policies concerning the operation of the public library branch, and the Parties agree that the public library branch shall be operated in accordance with those policies.

Article 7
Dispute Resolution

- 7.1 Disputes arising from the interpretation or performance of this Agreement shall be referred to the Bengough Joint Venture Library Facility Board for possible mediation. If the Board is not able to achieve a mediated resolution of the dispute, it shall state the matter or matters in dispute in the form of a submission to arbitration to be heard by a sole arbitrator in accordance with the provisions of *The Arbitration Act, 1992*.

Article 8
Term, Amendment and Review

- 8.1 This Agreement is a continuing agreement and may be terminated only on dissolution of one of the Parties, on one calendar year's notice to each Party, or as a result of the application of the branch hours formula of the Regional Library Board.
- 8.2 No modification of this Agreement is effective unless it is in writing and signed by all of the Parties.
- 8.3 The Local Library Board shall conduct a review of the effectiveness of this Agreement in each calendar year divisible by five or at any time that a Party makes a written request for such a review.

Article 9

Dissolution on Termination of Agreement

- 9.1 In the event of termination of this Agreement, the assets of each Party shall be returned to that Party and jointly acquired assets shall be divided by mutual consent. For this purpose, the Parties shall at all times maintain an inventory of jointly acquired and individually owned assets of the public library branch.

Article 10

Miscellaneous

Provisions severable

- 10.1 It is understood and agreed by the Parties that if any part, term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or otherwise unenforceable for any reason, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the particular part, term or provision held to be unlawful or unenforceable.

Applicable law

- 10.2 This Agreement shall be construed in accordance with the laws of Saskatchewan.

SCHEDULE 1

The Public Libraries Act, 1996

Local library boards are similar to local boards of trustees and local school advisory committees. While they are statutorily created bodies with a statutory mandate, they are not bodies corporate. Their scope of authority is set out in sections 39 and 40 of *The Public Libraries Act, 1996*.

Appointment

39 For the purpose of developing the local library in a municipality that participates in a regional library agreement, the councils of the municipalities whose residents use that local library shall appoint a local library board consisting of not less than five and not more than 15 members, including:

- (a) the regional library board members of each municipality whose residents use the local library; and

(b) any other members that the councils of the municipalities appoint on an annual basis.

Responsibilities

40 The functions and responsibilities of the local library board are:

- (a) to interpret and implement regional library board policy in the communities using the local library;
- (b) to formulate policy respecting the development and operation of the local library in co-operation with the regional library board;
- (c) to advise the municipality in which the local library is located concerning the provision and maintenance of adequate accommodation for the local library;
- (d) to provide for planning and local library board training;
- (e) to undertake local library promotion and public relations campaigns in the community;
- (f) to take responsibility for special library programming;
- (g) in conjunction with the regional library board, to establish and maintain standards for hours of service and types of local service;
- (h) to recommend to the regional library board and to its library director programs and materials relevant to the interests and requirements of the local community;
- (i) to consult with and report on a regular basis to the council of the municipality with respect to which the local library board was created;
- (j) to advise the regional library board respecting the appointment and terms of employment of the staff for the local library;
- (k) to hold an annual meeting prior to the annual meeting of the regional library board;
- (l) to perform those other duties delegated by the regional library board; and
- (m) to perform those other functions in accordance with the regulations for the provision of adequate library services at the local level.

The Public Libraries Regulations, 1996

Appointments

15(1) Local library board members are to be appointed for one-year terms by the municipal councils, and appointments are effective on the date they are made.

(2) In each year a local library board shall appoint from its members a chairperson and any other officers it considers necessary to carry out its business.

(3) The staff member in charge of the branch library shall act as secretary to the local library board and to the committees of that board, but is not entitled to vote.

Annual meeting and report

16(1) The local library board shall hold an annual meeting before the annual meeting of the regional library board and may hold any other meetings that may be necessary to conduct the business of the board at any time.

(2) The local library board shall present its annual report to the relevant municipal councils and the regional library by March 31 in each year.

Consultation between regional and local library boards

17(1) Except in the case of the appointment of a regional library director, the powers of the regional library board set out in section 38 of the Act are to be carried out in consultation with the local library board.

(2) A regional library board may delegate those powers to the local library board and, where those powers are delegated, the local library board shall carry them out in consultation with the regional library director.

(3) A local library board shall prepare an annual budget of necessary local expenditures and present it to the council or councils concerned by March 1 in each year.

(4) A local library board shall supply minutes of all its meetings to the regional library board.

APPENDIX 1
Minimum Branch Standards

(Attach the current branch standards here.)

APPENDIX 2
Branch Site Plan

(Attach the building and grounds site plan here.)

APPENDIX 3
Branch Floor Plan

(Attach the branch floor plan here.)

P. Jean Nelson
Isabelle Butters
Chairperson
Southeast Regional Library

Allan Johnson
Library Director

13 May
Date

Alex Houssian
Alex Houssian
Mayor
Town of Bengough

Penny Nergard
Penny Nergard
Administrator

April 9/03
Date

Steven King
Steven King
Reeve
R.M. of Bengough No. 40

Holly Dahl
Holly Dahl
Administrator

April 10, 2003
Date



Dorothy Warken
Dorothy Warken
Chairperson
Bengough Local Library Board

Cynthia Thompson
Cynthia Thompson
Secretary

April 15, 2003
Date