

PEACE LIBRARY SYSTEM		PROVISION OF MUNICIPAL LIBRARY SERVICES	
CATEGORY:	Board Governance	POLICY:	G4-19
DATE APPROVED:	September 14, 2019	REVIEW IN:	2024

In accordance with the Libraries Regulation, Peace Library System may provide municipal library services to a member municipality that does not have a municipal library board.

A Memorandum of Agreement to provide municipal library services will be signed with the municipality (see Schedule A).

A fee for Library Board Services may be implemented at the discretion of the Board (see Schedule C).

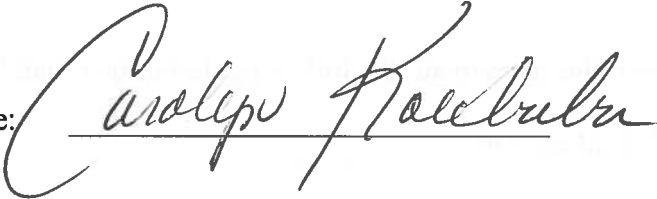
Library Board Responsibilities

As the library board of record, Peace Library System will undertake the necessary financial, statistical, and policy-related reporting to Alberta Municipal Affairs and other bodies to ensure compliance with the library legislation.

The Board will use the Library Services Grant received from the Province on behalf of the municipality for the provision of operating grants to designated libraries. Using a formula mutually agreed upon by the municipality and the Board, the Peace Library System will allocate and distribute operating grants and allotment funds to the libraries serving residents of the municipality.

The Board will establish a local Advisory Committee to the Peace Library System to ensure the provision of public library services to municipal residents through the libraries serving those residents.

The Board recognizes and respects the need for local input into the provision of library services. Where a library service point exists, a separate service agreement will be put in place between the Peace Library Board and the Local Society that operates the library (see Schedule B).

Chair's Signature: 

SCHEDULE A

**MEMORANDUM OF AGREEMENT
FOR LIBRARY BOARD SERVICES**

Memorandum of Agreement made this _____ day of _____, _____

BETWEEN: THE PEACE LIBRARY BOARD

and

THE NAME OF MUNICIPALITY

Whereas the Municipality values the provision of quality library services to its residents. Toward that end, it is a member of the Peace Library System and, through the payment of membership fees, funds the provision of such services for its residents.

Whereas the Peace Library System shares the Municipality's commitment to the provision of quality public library services to Municipal residents. This commitment arises from two sources. Firstly, the Peace Library System believes that access to library services should be equal and universal, and is accomplished through sharing and cooperation. Secondly, because the Municipality does not operate a library board, the Peace Library System Board is the "library board of record" for the Municipality and, consequently, has a responsibility for the provision of public library services in the Municipality. In conjunction with that responsibility, the System recognizes and respects the need for local input into the provision of local services.

Therefore, the Peace Library System and the Municipality mutually agree to:

- (a) a set of services to be provided to the library service point that serves Municipal residents; and
- (b) a set of guidelines relating to the roles, responsibilities, and relationships of and among the System, the Municipal Council, and the library service point serving Municipal residents, and
- (c) the distribution of funds, as described in this document.

DEFINITIONS

For the purposes of this agreement, the following definitions shall be utilized:

"Municipality" shall refer to _____

"Board" shall refer to the Peace Library Board.

"Board of Record" shall refer to the Peace Library Board's role as governing board for municipalities that have signed the System Master Agreement but have not established a library board as set out in the Libraries Act.

"**Library Service Point**" shall refer to the library known as the _____
Library.

"**Municipal Libraries**" shall refer to the libraries in adjacent communities which provide public library services to Name of Municipality residents. Those libraries are _____.

"**Local Society**" shall refer to the legally constituted community group that oversees the day-to-day operations and supervision of the Library Service Point.

A. THE SERVICES

(a) The Board will provide a complete range of public library services in accordance with the provisions of the *Peace Library System Master Agreement*. Essentially, those services fall into six broad categories:

- (i) Materials Services,
- (ii) Technical Services,
- (iii) Information Services,
- (iv) Programming and Public Relations Services,
- (v) Consulting Services, and
- (vi) Information Technology (IT) Services

(b) The Peace Library Board will act as the Board of Record for the Municipality including the Library Service Point. In that role it will undertake the necessary financial, statistical, and policy-related reporting to Alberta Municipal Affairs and other bodies, as necessary, to ensure compliance with the library legislation, and obtain available grant funds for the provision of local public library service. As well, the Library Service Point will operate under policies developed by the Peace Library Board, and local policies will be appended as schedules to System-wide policies.

(c) Using a formula mutually agreed upon by the Municipality and the Board, the Peace Library System will allocate operating grants to the Library Service Point and Municipal Libraries. Such grants will be paid out of the provincial Library Services Grant received by the Board in its capacity as the Municipality's Board of Record.

(d) The Board will establish a local Advisory Committee to the Peace Library System for the purpose of ensuring the provision of public library services to Municipal residents.

(e) The Peace Library System will conduct needs assessments as requested by the Municipal Council, and will work with the Municipality to meet the library and information needs of residents that do not have reasonable access to an existing library service point.

B. THE GUIDELINES

1. *Advisory Committee to the Peace Library System*

- 1.1 The Municipality and the Board agree that an Advisory Committee to the Peace Library System will be established and shall meet once or twice annually for the purposes of:
 - a) ensuring the provision of quality public library services to Municipal residents;
 - b) advising the System of questions and concerns relating to the provision of public library service at the Library Service Point;
 - c) preparing an annual report on public library activities in the Municipality for the previous year for distribution to the Municipal Council, the Board, and residents of the Municipality.
- 1.2 The membership of the Advisory Committee shall consist of:
 - a) up to two representatives of the Library Service Point and from the adjacent Municipal Libraries;
 - b) the Municipal representative to the System Board of Directors;
 - c) two System representatives, one of whom shall be either the System Director or Assistant Director or designate.
- 1.3 The Board will develop terms of reference for the Advisory Committee in consultation with Committee members.

2. *Roles and Responsibilities of the Municipality*

- 2.1 The Municipality may work with the Board and the Local Society for ongoing assessment, planning, and implementation of service by the Library Service Point.
- 2.2 The Municipality will recognize the need to support the Library Service Point to sustain its ongoing operation.
- 2.3 The Municipality will participate with the Board in periodic reviews of the allocation of allotment funds and operating grants to support the provision of quality public library services by the Library Service Point.

- 2.4 The Municipality will participate with the Board in periodic reviews of a plan of service in order to ensure the provision of public library services meeting the needs of Municipal residents.
- 2.5 The Municipal representative to the Board will participate as a member of the local Advisory Committee to the Peace Library System.

3. *Roles and Responsibilities of the System*

- 3.1 The Board will provide a complete range of library services in accordance with the provisions of the *Peace Library System Master Agreement*.
- 3.2 Special assistance will be provided to the Library Service Point, by mutual agreement of the System and the Service Point, for specific projects designed to enhance the provision of public library service to Municipal residents.
- 3.3 The System, on request, will provide assistance to the Library Service Point in the area of budgeting, as well as with the preparation of financial, statistical and other reporting documents.
- 3.4 The Board will act as the Board of Record for the Library Service Point. In that role it will undertake the necessary financial, statistical, and policy-related reporting to Alberta Municipal Affairs and other bodies, as necessary, to ensure compliance with the library legislation, and obtain available grant funds for the provision of local public library service.
- 3.5 The Board will distribute the Library Services Grant received from the Province on behalf of Municipal residents to the Library Service Point and adjacent Municipal Libraries as directed by the Municipality.
- 3.6 The Board, in cooperation with the Municipality, will periodically review the allocation of allotment funds and operating grants to support the provision of quality public library to Municipal residents.
- 3.7 The Board will undertake financial and organizational responsibility for meetings of the Advisory Committee.
- 3.8 The Board will give consideration to all requests arising from the Advisory Committee relating to the provision of local public library service to Municipal residents.

4. *Roles and Responsibilities of the Library Service Point*

- 4.1 The Library Service Point will make every effort to provide quality public library services and in doing so shall make full use of all services provided by the System. Those services include, but are not limited to:
- a) use of allotment funds to build current collections reflecting the needs of the community;
 - b) centralized materials purchasing, cataloguing and processing services in order to take advantage of:
 - (i) discounts received by the System,
 - (ii) shipping and handling costs advantages,
 - (iii) quality cataloguing and processing of library materials;
 - c) information services (reference and interlibrary loan services) designed to provide Municipal residents with access to ideas and information beyond that contained in local collections;
 - d) programs (such as summer reading program) provided by the System;
 - e) consulting services;
 - (f) IT network infrastructure and support; and
 - (g) licenses and subscriptions for eResources and virtual materials.
- 4.2 In support of local decision-making, a Local Society with legal status will be designated for the Library Service Point. It will sign a contract with the Board taking responsibility for local staffing, provision of a library location, and provision of service according to library legislation. Local policies may be developed as required within the context of existing System-wide policies. The Local Society will be structured in such a manner as to alleviate opportunities for conflict of interest. Updated membership lists will be forwarded to the Board regularly.
- 4.3 The Local Society will be financially accountable for funds received and expended. It shall submit to the System the annual budget and financial information needed by the System in reporting on its behalf to Alberta Municipal Affairs. It shall undertake or delegate payroll functions if library staff are paid rather than volunteer.

- 4.4 The Library Service Point will keep appropriate statistics in order to assist the System in reporting on its behalf to Alberta Municipal Affairs.
- 4.5 The Library Service Point will communicate, through its Advisory Committee representatives, any requests or concerns they may have relating to the services or funding provided through the System.
- 4.6 The Library Service Point will comply with the roles and responsibilities laid out in these guidelines in order to receive annual allotment funds and operating grants.
- 4.7 The Library Service Point will adhere to library legislation and applicable provincial and federal legislation, and will comply with applicable Board policies, bylaws and agreements.

5. ***Amendment of the Guidelines***

- 5.1 Either party to this agreement may at any time propose an amendment to these guidelines by providing written notice to the other party.
- 5.2 The parties shall consider such written proposal within 90 days of its receipt.
- 5.3 A proposed amendment will become operative when both parties have agreed it to in writing.

6. ***Withdrawal From This Agreement***

Either party may withdraw from this agreement by giving sixty (60) days written notice.

This agreement is automatically terminated should the Municipality withdraw from the *Peace Library System Master Agreement* as per the conditions set out in the Master Agreement.

7. ***Binding Effect***

The provisions of this agreement shall be binding upon the parties to this agreement and their successors.

C. DISTRIBUTION OF FUNDS

The Peace Library System receives and allocates two sets of funds supporting the provision of public library services to Municipal residents.

From the annual membership fee paid by the Municipality, the Board allocates \$2.75 per capita for the purchase of library materials by the Library Service Point and Municipal Libraries serving residents of the Municipality. This amount is the same as that allotted, out of library board fees, to all other member public libraries in the System.

Additionally, because the Municipality does not operate a library board and the Board acts in that capacity on behalf of the Municipality, a provincial Library Services Grant is received by the Board on behalf of Municipal residents. This amount is used for the payment of operating grants to the Library Service Point and adjacent Municipal Libraries.

(a) Distribution of Materials Allotments

The allotment funding will be allocated based on a formula provided by the Municipality (see below). It is understood that the population or per capita rate may change from time to time but the same formula will be applied.

(b) Distribution of Operating Grants

The Library Services Grant will be allocated based on a formula provided by the Municipality (see below). It is understood that the population or per capita rate may change from time to time but the same formula will be applied.

(c) Funding Allocation

Funding received by Peace Library System for distribution to the Library Service Point and adjacent Municipal Libraries will be allocated as follows:

<u>Location (Library)</u>	<u>Allocation</u>
Library A	x %
Library B	x %
Library C	<u>x %</u>
Total	100 %

Signatures:

_____, Chair,
Peace Library Board

_____, Reeve
Name of Municipality

Signed this _____
day of _____,
in the presence of:

Signed this _____
day of _____,
in the presence of:

Witness

Witness

SCHEDULE B

AGREEMENT FOR THE PROVISION OF LIBRARY SERVICES AT THE _____ LIBRARY SERVICE POINT (2019)

This Agreement is made the _____ day of _____, 20__ between Peace Library System and ___(Name of Local Society)_.

1. Peace Library System (PLS) agrees to provide the _____ Library with a complete range of library services in accordance with the provision of the *Peace Library System Master Agreement*. These services fall into six broad categories:
 - (a) Materials Services
 - (b) Technical Services
 - (c) Information Services
 - (d) Programming and Public Relations Services
 - (e) Consulting Services, and
 - (f) Information Technology (IT) Services

2. As the Board of record, Peace Library System will:
 - 2.1 Undertake necessary financial, statistical and policy-related reporting to ensure compliance with the library legislation and to obtain available grant funds.
 - 2.2 Develop and implement policies for its library service points. Policies will be developed subject to Section 40 of the Libraries Act and in consultation with the Local Society.
 - 2.3 Provide special assistance to the library service point for specific projects designed to enhance the provision of public library service.
 - 2.4 Distribute allotment funds and provincial operating grants on the basis of an allocation formula provided by the _____ (Name of Municipality)_____.

3. The Local Society _____ agrees to:
 - 3.1 Ensure that the library has regular posted hours of opening.
 - 3.2 Designate one individual as library manager and provide PLS with the name of a contact person in the Local Society.
 - 3.3 Assume or delegate employer responsibilities, including payroll and Worker's Compensation coverage for staff, and follow the *Personnel Policy for Library Service Points*.

- 3.4 Provide a suitable facility, open to the public, for housing the library collection.
 - 3.5 Manage the day-to-day operations of the library.
 - 3.6 Be financially accountable for funds received and expended.
 - 3.7 Ensure that programming such as the summer reading program is offered by the library.
 - 3.8 Report the previous year's annual statistics for the *Annual Report and Survey of Public Libraries in Alberta* to PLS by February 15th of the current year.
 - 3.9 Submit a financial statement for the previous year and a budget for the current year by February 15th of the current year.
 - 3.10 Assist PLS in assessing the library and information needs of residents.
 - 3.11 Abide by current PLS policies, bylaws and agreements applying to library service points, and ensure that copies of library policies are available at the library.
 - 3.12 Bring requests and concerns to the Advisory Committee to the Peace Library System.
4. Should PLS become aware of a breach of this agreement, written notification will be provided to the Local Society and the Municipality and/or the Métis Settlement. The Local Society will have thirty (30) days from the date of notification to correct the breach. If the breach is not corrected in the allotted time, PLS will consult with the municipality and may consider withdrawal of services or termination of the agreement.
 5. This Agreement is in effect until:
 - (a) a new Agreement is negotiated,
 - (b) the Library Service Point closes or the Local Society dissolves, or
 - (c) the Agreement is terminated upon sixty (60) days written notice from either party.

 _____, Director
 Peace Library System

 _____, Signing Officer
 Local Society

SCHEDULE C

FEES FOR THE PROVISION OF LIBRARY BOARD SERVICES

Effective January, 2014, municipalities without a library board will pay the following fees to receive library board services from Peace Library System.

1. Municipalities without library service points: six percent of the annual local appropriation
2. Municipalities with one or more library service points: 12 percent of the annual local appropriation