

TOWN OF LUMSDEN

BYLAW No. 7-2002

A BYLAW TO PROVIDE FOR ENTERING INTO A JOINT VENTURE
LIBRARY FACILITY AGREEMENT


WHEREAS it is deemed desirable by the Council of the Town of Lumsden to enter into an agreement with the Southeast Regional Library Board and the Lumsden Local Library Board for the purpose of providing for the establishment and operation of a joint venture library facility;

NOW, THEREFORE, the Council of the Town of Lumsden in the Province of Saskatchewan enacts as follows:

1. That the Mayor and Administrator are hereby authorized to execute under the seal of the Town of Lumsden an agreement in writing between the Town of Lumsden, the Southeast Regional Library Board, and the Lumsden Local Library Board for the purpose of providing for the establishment and operation of a joint venture library facility,
2. That the agreement marked as Exhibit "A" is attached hereto and forms a part of this bylaw.

Read a first time this 15th day of July, 2002
Read a second time this 23rd day of September, 2002
Read a third time this 23rd day of September, 2002

(SEAL)

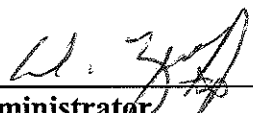


Mayor



Administrator

Certified to be a true copy of Bylaw No. 7-2002
adopted by the Council of the Town of Lumsden
on the 23rd day of September, 2002.



Administrator

(SEAL)

Joint Venture
Library Facility Agreement

FOR

Lumsden Public Library Branch

January 2006



Joint Venture Library Facility Agreement

Made in 4 copies, effective 01 of January, 2006

Between the following Parties:

- (1) 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";
- (2) Town of Lumsden, a municipal corporation established pursuant to *The Urban Municipality Act, 1984*, with head office at Lumsden, Saskatchewan, in this Agreement referred to as the "Town";
- (3) The R.M. of Lumsden, No.189, a municipal corporation established pursuant to *The Rural Municipalities Act, 1989*, with head office at Lumsden, Saskatchewan, in this Agreement referred to as the "R.M.";
- (4) The Lumsden 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 20 – 3rd Avenue in Lumsden, 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 20 – 3rd Avenue in Lumsden, 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. of Lumsden No. 189 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 Lumsden 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.
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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.
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3.2.3 The Town shall be responsible for the costs, as listed in section 3.2.2, and the R.M. shall contribute to the Town an agreed upon annual grant toward the maintenance costs of the building, and no other costs associated with the Lumsden Public Library Branch shall be allocated to the R.M.; except as determined by the R.M. Council or the Public Libraries Act, and Regulations.

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 with an alarm in the rear hallway, a mechanism to indicate library patron traffic flow at the top of the stairs, and lock sets on all entry doors;
- (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 The parties agree that, based on the 2001 census population for Lumsden and area, the space provided by the municipalities that are party to this agreement is sufficient to meet the immediate needs of the public library branch. The square footage and lineal shelf footage requirements set out in Appendix I will only be applied if the branch has less than 50% of the required floor space.

Obligations of the Parties

3.3.3 The parties acknowledge that the programming/meeting room will be used by the municipalities that are party to this agreement for meetings involving municipal business such that:

- (a) the programming/meeting room will not be booked for municipal meetings when the library is open;
- (b) when the programming/meeting room has not already been booked for other activities, the municipal administration (administrator) may use the room, without having booked the room in advance, for staff and committee meetings. In such cases, the branch librarian will be notified that the room has been so used through a note or e-mail;

- (c) for scheduled meetings that occur outside of standard public library branch hours, the municipal administration (administrator) and the branch librarian shall jointly schedule standing and special municipal meetings (ie. council meetings, committee meetings, etc), and special library programming meetings, and any third party meetings.
 - (d) when the municipalities hold council meetings in the programming/meeting room, a municipal staff member, commissionaire, or library staff member shall maintain security and supervision of the library space and ensure that guests and delegations remain in the agreed upon designated space;
 - (e) when municipal administrative staff hold meetings in the programming/meeting room, a municipal staff member, commissionaire, or library staff member shall ensure that the security of the library space is maintained;
 - (f) any person who is designated to supervise the library space during the use of the programming/meeting room shall be appropriately compensated by the body that is using the room;
 - (g) all uses of the programming/meeting room and any access through the library space shall conform to the Southeast Regional Library's *Safe Use and Conduct Bylaw #2* as may be amended from time to time and attached to this agreement as Appendix 4; and
 - (h) should any party to this Agreement determine that the use of the programming/meeting room needs to be separated and secured from the other functions in the current space, then the Town of Lumsden will install a secure separation (i.e. folding retractable grill), the installation of which is to be acceptable to the Town, Rural Municipality, Local Library Board and Regional Library Board.
- 3.3.4 The parties acknowledge that while the R.M continues to use the storage room in the library hallway, the Town will, upon the request of the Library Board, provide clean and secure alternate off-site library storage and make available a Town employee to move boxes and other library items to and from this storage in a timely fashion. Once the off-site storage space has been established, library staff will contact the municipal administration (administrator) to arrange for the movement of material to and from off-site storage as required.

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 in accordance with the Regional Library Board's branch policies. The Local Library Board will consult with the Town and R.M. prior to proposing changes to the standard branch opening schedule. Further, Tuesday evenings after 7:30 p.m. and Thursday evenings after 6:30 p.m. will be reserved for meetings of the Town and Rural Municipal Councils and their committees.

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 "Lumsden 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.
- 5.3
 - (a) When one or more of the parties to this agreement are contemplating a change or renovation to the current facility, the members of the Joint Venture Library Facility Board will be contacted and all planning and decisions in that regard will be made jointly by that board; and
 - (b) When one or more of the parties to this agreement are contemplating moving the library to an alternate location, the members of the Joint Venture Library Facility Board will be contacted and all planning and decisions concerning a new or renovated alternate facility will be made jointly by that board. Further, in such cases, preference will be given to a location that is central to the community.

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 Lumsden 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;
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(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

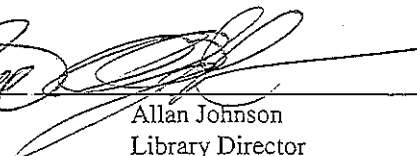
(Attach the building and grounds site plan here.)

APPENDIX 3
Branch Floor Plan


(Attach the branch floor plan here.)

APPENDIX 4
The Regional Library Safe Use and Conduct Bylaw


Kenneth Sutherland
Chairperson
Southeast Regional Library

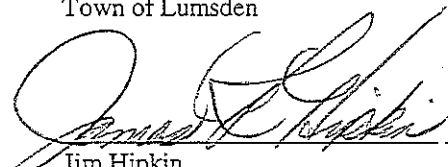

Allan Johnson
Library Director

18 Feb 2006
Date


Verne Barber
Mayor
Town of Lumsden

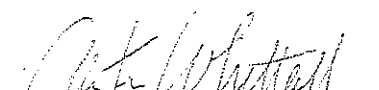

Wayne Zerff
Administrator


Jan. 4/06
Date


Jim Hipkin
Reeve
R.M. of Lumsden No. 189


Wayne Zerff
Administrator

Jan. 4/06
Date


Christine Whittall
Chairperson
Lumsden Local Library Board


Sheila Felix
Secretary

Jan 16/06
Date