

BYLAW 7-97

CHINOOK REGIONAL LIBRARY BYLAW

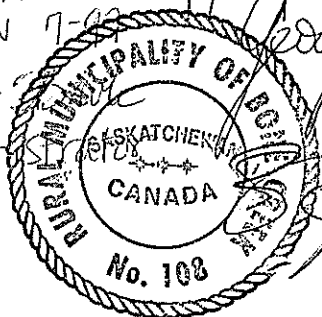
WHEREAS section 29(1) of The Public Libraries Act, 1996 provides as follows:
"The Council of the Rural Municipality of Bone Creek No. 108 within the Chinook Regional Library boundaries described in the regulations shall enter into a regional library agreement with the council of every other municipality within the regional library boundaries, for the purpose of providing public library services within those boundaries."

NOW THEREFORE the Chinook Regional Library and the council of the Rural Municipality of Bone Creek No. 108 enacts as follows:

1. This bylaw shall be known as the Chinook Regional Library Bylaw.
2. It shall be lawful for the Rural Municipality of Bone Creek No. 108 to enter into an agreement, substantially in the form of "Schedule "A", attached hereto and forming part of this bylaw, with every other municipality within the Chinook Regional Library boundaries which executes under seal a like agreement.
3. The Rural Municipality of Bone Creek No. 108 and the Chinook Regional Library are hereby authorized, empowered and directed to execute an agreement, substantially in the form of Schedule "A". On behalf of the Rural Municipality of Bone Creek No. 108 and to attach the corporate seal of the Rural Municipality of Bone Creek No. 108 thereto and to do or cause to be done all acts, matters and things which may be necessary for the performance and fulfillment of the terms of the said agreement.
4. The Bylaw shall come into force and take effect from and after the date of the final passing thereof.

Certified A True Copy
of Bylaw 7-97

Jana
Admin



Jorge Simmonds

An Agreement By and Between the
Municipalities Comprising the Chinook Regional Library

WHEREAS *The Public Libraries Act, 1996* prescribes that every municipality within the Chinook Regional Library boundaries shall enter into a regional library agreement with the council of every other municipality within the regional library boundaries, for the purpose of providing regional library services within those boundaries;

AND WHEREAS the council of the Rural Municipality of Bone Creek has, in accordance with *The Public Libraries Act, 1996* passed a bylaw approving the association of the said Chinook Regional Library with every other municipality within the regional library boundaries which executes under seal a like agreement which approved as an associated organization by the Regional Library Board hereafter constituted;

NOW THIS AGREEMENT WITNESSETH that the Rural Municipality of Bone Creek hereby agrees to associate itself with every other municipality within the regional library boundaries in the establishment and operation of a regional library pursuant to *The Public Libraries Act, 1996*, and the regulations thereunder, and upon the following covenants, undertakings and conditions:

1. ASSOCIATION

The associated municipalities, listed in Schedule A, hereby agree to associate with each other in the operation of a regional library to be known as The Chinook Regional Library.

2. PURPOSE

The purpose of the said regional library shall be to provide public library services within its boundaries in accordance with the *Act* and regulations and Regional Library Board Bylaws and Policy Statements as amended from time to time.

3. TERM

This Agreement shall be a continuing agreement and shall not be terminated unless the regional library board is dissolved in accordance with the *Act* and regulations.

4. REGIONAL LIBRARY BOARD

The general management, control and operations of the regional library is vested in the regional library board, to be known as "The Chinook Regional Library".

(a) Regional Library Board Composition

The regional library board is a corporation, consisting of one member

appointed by each municipality that participates in the regional library agreement for each 5,000 of its population, or fraction thereof, appointed from among the electors resident within the municipalities participating in the regional library.

If there is a local library board in a municipality that participates in a regional library agreement, the council of that municipality shall appoint persons who are members of the local library board as members of the regional library board.

(b) Regional Library Board Powers

The regional library board may acquire, rent or lease and maintain any necessary lands and buildings, or erect any necessary buildings; sell, exchange, lease or otherwise dispose of any of its lands or buildings no longer required for public library purposes; borrow on the security of its assets for the purpose of operating the public library or for the purchase of equipment; establish and maintain a capital fund to be used for the acquisition or leasing of buildings and equipment; invest any part of the capital fund or other moneys of the public library board in any security or class of securities authorized for investment of moneys in the general revenue fund pursuant to *The Financial Administration Act, 1993*, and dispose of the investments it considers appropriate; accept any gift, grant, devise or bequest of any property or moneys made to it; act as a trustee of any moneys or property given in any manner for the support of the library system; enter into any agreements for the purposes of performing the duties imposed and exercising the powers conferred on it by the *Act* and do anything that it considers necessary or incidental to carrying out its duties or exercising its functions or that it considers necessary or incidental to carrying out the purposes of the *Act*.

The regional library board may designate, in co-operation with the council of a participating municipality that has a local library, any number of those local libraries as regional reference centres in order to provide information and reference services for the region.

The regional library board may enter into any agreements or arrangements necessary to facilitate the participation of Aboriginal peoples in the regional library system.

The regional library board may enter into a joint venture agreement with any other organization for the purpose of providing the public library services required of it pursuant to section 5 of the *Act* from a single facility.

(c) Regional Library Board Duties

It is the duty of the regional library board to provide public library services to the residents of Saskatchewan within the area it serves; subject to the approval of the minister, to designate the location of the headquarters of the regional library; to appoint staff; to prepare a policy statement to govern the operations of its libraries; to make bylaws; to administer Regulations on the use of libraries and materials; and to keep records and accounts as provided in the *Act* and regulations.

5. REGIONAL LIBRARY BOARD MEETINGS/QUORUM

- a) The Regional Library Board shall hold its annual meeting between January 1 and May 15 in each year in accordance with Section 35 of the *Act*.
- b) The date of the annual meeting may be fixed by the Executive Committee.
- c) Unless the Regional Library Board otherwise provides, by bylaw, a majority of the members of the Regional Library Board or of the Executive Committee present constitutes a quorum.

6. EXECUTIVE COMMITTEE

- a) At its annual meeting, the Regional Library Board shall elect from among its members a chairperson and an Executive Committee to carry out the day to day business of the Regional Library Board and the operation of the regional library in accordance with the *Act*.
- b) The composition of the Executive Committee shall be determined in accordance with the bylaws of the Regional Library Board.
- c) Any other officers as determined by the Regional Library Board shall be elected from and by the Regional Library Board members in accordance with the *Act* and Regional Library Board bylaws.
- d) The library director of the Regional Library is the secretary to the Regional Library Board and to all committees of the Regional Library Board.

7. LIBRARY FACILITIES

- a) The councils of participating municipalities shall ensure that accommodation for local libraries is provided and shall be in accordance with the standards prescribed for library facilities in accordance with the regulations.
- b) The councils of participating municipalities whose residents use a local library

shall make decisions regarding the local library facility and its location in consultation with the local library board and the Regional Library Board.

- c) The councils of participating municipalities shall contribute financially in an amount to be determined by the council for the provision and maintenance of the local library facility.

8. FINANCE AND LEVIES

- a) Subject to the *Act*, regulations and other terms of this Agreement, the Regional Library Board shall be financed by grants from the Provincial Government and by levy payments made by each municipality, in accordance with the *Act* and regulations and this Agreement. The Regional Library Board has the authority to approve the operating budget of the Regional Library and to approve levy obligations at a meeting of the Regional Library Board.
- b) The levy to be paid by each participating municipality shall be paid as follows:
 - (i) The first instalment shall be 75% of the previous year's levy and shall be paid by January 31 in each year;
 - (ii) The balance of the levy shall be paid by July 31 in each year
 - (iii) Interest shall be charged to and paid by each participating municipality at the rate of 1% per month or portion thereof on unpaid levies.
- c) In the event payment of any instalment of a levy is not received within six months of the due date, a second invoice will be sent by registered mail to the defaulting municipality. If the instalment is not paid within 12 months, Chinook Regional Library will pursue mediation in accordance with the *Act*, regulations and this Agreement. In the event mediation is refused or fails, Chinook Regional Library may immediately withdraw services to the municipality and the residents of the municipality.

9. CONDITIONS OF SERVICE

It is specifically agreed that payment by a participating municipality of the levy as set by the Regional Library Board is a reasonable condition of service to a participating municipality and the residents of a participating municipality and that failure to pay the levy by a participating municipality will entitle the Regional Library Board to discontinue services to any participating municipality and the residents of that municipality in accordance with this Agreement or the Regional Library Board's bylaws.

10. DISESTABLISHMENT AND DISPOSAL OF ASSETS

In the event of the discontinuance of the Regional Library or the dissolution of the

Regional Library Board, the affairs and assets of the library will be wound up in accordance with the *Act* and regulations.

11. STATUTORY TERMS AND CONDITIONS

In accordance with Section 29 of the *Act*, the following terms and conditions apply to this Agreement:

1. Review of Agreement

The regional library board shall conduct a review of the Agreement at least once every five years and on the request of any party to the Agreement. A request for a review must be in writing to the secretary of the regional library board with a copy to the Provincial Librarian.

The regional library board shall conduct a review within 12 months of the written request and, if appropriate, shall prepare a revised agreement for the approval of the municipalities.

2. Changes to Agreement

Any changes to the Agreement brought about by a review are subject to the approval of two-thirds of the participating municipalities representing two thirds of the participating population. Changes to the Agreement are effective and binding on all participating municipalities when the changes have been approved in writing and signed by the appropriate signing officers of each of the participating municipalities representing two-thirds of the participating municipalities and representing two-thirds of the participating population.

3. Dispute Resolution

Disputes arising out of the interpretation or performance of the Agreement are to be dealt with by mediation pursuant to section 23 of the regulations and, where the mediation fails to resolve the dispute or the parties do not agree to mediation, by arbitration in accordance with section 11 of the regulations, with any necessary changes.

4. Aboriginal Participation

Where an agreement is entered into for the participation of Aboriginal peoples in the regional library system pursuant to section 66 of the *Act*, the Agreement is to address the matter of representation of Aboriginal peoples on the board and executive committee.

5. Finances

The regional library board shall determine the amount of the annual levies to be made by each participating municipality.

Where a municipality contributes more than 25% of the annual municipal grants made



to a regional library board, the regional library board shall not require any increase in the amount of the grant unless the municipality agrees.

The regional library board, by bylaw, may set out the procedures for the payment of levies, set the date by which levies shall be paid and set out the manner in which interest is to be calculated on amount not paid when due.

Participating municipalities shall make payments of the levies and interest in accordance with the bylaw passed by the regional library board.

6 Acts of God

The regional library board is not responsible for any disruption of services due to acts of god or other cause for which the regional library board is not responsible.

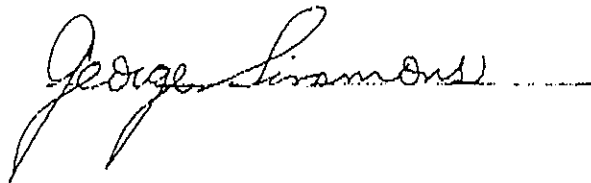
7 General Provision

Any term or condition of the Agreement that is or is held to be void, prohibited, unenforceable or inconsistent with the provisions of the Act or regulations is severable from the Agreement without in any way invalidating the remaining terms or conditions of the Agreement.

The Agreement is to be construed in accordance with the laws of Saskatchewan.

IN WITNESS WHEREOF the rural Municipality of Bone Creek hereto affixed its corporate seal and duly attests by the hands of its officer authorized in this behalf this 9 day of July, 1997.

(Seal)



George Simmons