



# **MASTER MEMBERSHIP AGREEMENT**

December 2011

## **YRL Master Membership Agreement – December 2011**

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**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree with each other as follows:

### **CLAUSE 1 – DEFINITIONS**

- 1.1 Terms used in this Agreement have the same meaning as defined in the Libraries Act and the Libraries Regulation except where otherwise expressly provided.
- 1.2 In this Agreement, including the recitals:
- a. “the Act” means The Libraries Act, c. L-11, as amended, or its predecessor or successor legislation;
  - b. “allotment” means the library materials budget which is supplied to municipal and intermunicipal library boards and school divisions as a result of their membership in Yellowhead Regional Library;
  - c. “the Regulation” means The Libraries Regulation, 141/98, or its predecessor or successor regulation;
  - d. “Member” means a municipality or a school division that is, or becomes, a signatory to this Agreement; and
  - e. “system services” means the services which are supplied to municipal and intermunicipal library boards and school divisions as a result of their membership in Yellowhead Regional Library.

### **CLAUSE 2 – OPERATION**

- 2.1 The Parties to this Agreement shall enable the YRL Board to maintain and operate the library system in accordance with the Act and Regulation as may be amended from time to time.
- 2.2 The Parties to this Agreement shall enable the YRL Board to provide System Services through the YRL Board in the manner and upon the terms set out in this Agreement.
- 2.3 The Parties to this Agreement, in co-operation with their municipal and intermunicipal library boards and school libraries, shall make all library materials belonging to the YRL Board, municipal and intermunicipal library boards and school libraries accessible to the residents of the library system.

### **CLAUSE 3 – EFFECTIVE DATE**

- 3.1 The starting date for this Agreement shall be the 1st day of April 2012, it being recognized and acknowledged that previous agreements were in place, most recently with a starting date of the 1st day of June 1998. This Agreement supersedes all previous agreements, and those previous agreements are hereby terminated.

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- 6.7 The YRL Board shall provide insurance coverage for its operations, which the YRL Board considers adequate.

### **CLAUSE 7 – EXECUTIVE COMMITTEE**

- 7.1 When the number of Members on the YRL Board is more than 20, the YRL Board shall establish an Executive Committee of not more than ten (10) persons.
- 7.2 The YRL Board shall define the powers and duties of the Executive Committee.
- 7.3 Appointment to the Executive Committee shall be made in accordance with the Regulation.
- 7.4 The Chair and Vice Chair of the YRL Board shall be Members of the Executive Committee. Other Members of the Executive Committee shall be elected by and from the YRL Board, however, subject to the Act and the Regulation such Members shall be drawn from municipal and school division Members so as to be proportionate to the respective membership of municipalities and school divisions.
- 7.5 Any Executive Committee Member who resigns from the YRL Board shall be deemed to have resigned from the Executive Committee as well.

### **CLAUSE 8 – LIBRARY SYSTEM BUDGET**

- 8.1 The fiscal year of YRL shall be January 1st to December 31st.
- 8.2 For information purposes only, the YRL Board shall, prior to October 1st of each year, submit a budget to the Parties to this Agreement and an estimate of the money required during the ensuing fiscal year to operate the library system.
- 8.3 The population of a municipality that is a Party to this Agreement shall be deemed to be the most recent population figure for the municipality as published by Alberta Municipal Affairs and the student population of a school division that is a Party to this Agreement shall be deemed to be the total student population for all schools of that school division that are located within the geographic boundaries of YRL as reported to Alberta Education on September 30th for the most current school year.
- 8.4 A reinstatement fee, determined by the YRL Board, is chargeable against Members who have held and relinquished membership, and subsequently rejoined the system. In such an event, any time periods provided for by the Act or the Regulations shall apply to such a Member from the time they rejoin the system.
- 8.5 A municipality which is a Party to this Agreement shall pay the annual municipal system levy directly to the YRL Board in accordance with the attached **Schedule "C"** and a school division

**CLAUSE 12 – ROLES AND RESPONSIBILITIES OF MUNICIPAL AND INTERMUNICIPAL LIBRARY BOARDS WITHIN THE SYSTEM**

- 12.1 The powers and duties of municipal and intermunicipal library boards within the library system shall be defined in accordance with the Libraries Act and as specified in the terms and conditions of the Agreement, including:
- a. municipal and intermunicipal library boards may not offer the TRAC/TAL Card or other library system services to residents of non-participating municipalities.
- 12.2 In order to facilitate the planning and delivery of appropriate services each municipal and intermunicipal library board within the library system shall:
- a. act as a liaison between the residents of the municipality and the YRL Board, to advise the residents of the municipality of the policies of the YRL Board and bring their needs to the attention of the YRL Board;
  - b. co-operate with the YRL Board in implementing system-wide policies, such as the TRAC/TAL Card;
  - c. in accordance with Clause 9.1 (b) and (d) of this Agreement, participate in resource sharing;
  - d. pay the Goods and Services Tax amount owing on allotment purchases to the YRL Board; and
  - e. if requested by the YRL Board:
    - i. submit copies of all library policies, bylaws, goals and objectives, and plan of service documents to the YRL Board; and
    - ii. forward copies of its budget, annual report and financial statement for the preceding year to the YRL Board.
- 12.3 If a municipal library has been established in a municipality and is receiving library services from the YRL Board, the authority of the municipal or intermunicipal library board is subject to any limitation of its authority under this Agreement.

**CLAUSE 13 – ROLES AND RESPONSIBILITIES OF SCHOOL DIVISIONS WITHIN THE SYSTEM**

- 13.1 In order to facilitate the planning and delivery of appropriate services each school division that is a Member shall:
- a. comply with the intent of the Act and Regulation respecting library service;
  - b. act as a liaison between schools and the YRL Board;
  - c. co-operate with the YRL Board in implementing system-wide policies;
  - d. participate in resource sharing and provide the services referenced in Clause 9.1 (b) and (d) of this Agreement; and
  - e. pay the Goods and Services Tax amount owing on allotment purchases to the YRL Board.

- 16.4 The per capita or per student requisition shall be paid within thirty (30) days of the date of Ministerial approval. The requisition shall be pro-rated for any Member admitted after April 1st of any given year.

**CLAUSE 17 – LIBRARY SYSTEM REPORTS**

- 17.1 The YRL Board shall make an annual report on the operation of the library system available to each of the Members and to each municipal and intermunicipal library board, advisory committee, school, and to the Minister on or before March 31st in the year following the year for which the annual report was prepared.

**CLAUSE 18 – AMENDMENT**

- 18.1 This Agreement may be amended according to a motion for amendment passed by the Members in accordance with this section. Such amendment shall be effective upon receipt by the YRL Board of written notification from at least two-thirds (2/3) of the Parties to this Agreement representing at least two-thirds (2/3) of the population of the membership as defined by this Agreement that they have so authorized such amendment. The Parties to this Agreement shall conform with any such amendment upon written notification from the YRL Board, however:
- a. any amendment which increases the charges or levies to be paid by the Members may only take effect for the next calendar year after first providing at least three (3) months written notice prior to year end to the Members;
  - b. any amendment to increase the charges or levies for municipal Members shall only be voted on by municipal Members, and only municipal Members will be considered "Voting Members" (i.e. amendment passes if at least two-thirds [2/3] of municipal Members representing at least two-thirds [2/3] of the municipal population vote in favour); and
  - c. any amendment to increase the charges or levies to school division Members, may only be voted upon by school division Members, and only school division Members will be considered "Voting Members" (i.e. amendment passes if at least two-thirds [2/3] of school division Members representing at least two-thirds [2/3] of student population vote in favour).
- 18.2 For greater certainty, but not so as to restrict the generality of the foregoing, the YRL Board may increase levies as provided for in **Schedule "C"** hereof, subject to the restrictions and limitations set out therein, without seeking an amendment to the Agreement. However, any increases to levies not contemplated by **Schedule "C"** may only be imposed by amendment as provided for by this Clause 18.

## **Schedule "A"**

The following municipalities are Parties to this Agreement:

Barrhead County No. 11	Summer Village of West Cove
Brazeau County	Summer Village of Yellowstone
City of Leduc	Town of Barrhead
City of Spruce Grove	Town of Beaumont
City of Wetaskiwin	Town of Calmar
Lac Ste. Anne County	Town of Devon
Leduc County	Town of Drayton Valley
Municipality of Jasper	Town of Edson
Parkland County	Town of Grande Cache
Summer Village of Birch Cove	Town of Hinton
Summer Village of Crystal Springs	Town of Mayerthorpe
Summer Village of Grandview	Town of Millet
Summer Village of Kapasiwin	Town of Onoway
Summer Village of Lakeview	Town of Stony Plain
Summer Village of Ma-Me-O Beach	Town of Swan Hills
Summer Village of Nakamun Park	Town of Westlock
Summer Village of Norris Beach	Town of Whitecourt
Summer Village of Poplar Bay	Village of Alberta Beach
Summer Village of Ross Haven	Village of Breton
Summer Village of Sandy Beach	Village of Spring Lake
Summer Village of Seba Beach	Village of Thorsby
Summer Village of Silver Beach	Village of Wabamun
Summer Village of Silver Sands	Village of Warburg
Summer Village of South View	Westlock County
Summer Village of Sunrise Beach	Wetaskiwin County No. 10
Summer Village of Sunset Point	Woodlands County
Summer Village of Val Quentin	Yellowhead County

The following School Divisions are Parties to this Agreement:

Northern Gateway Regional Division No. 10  
Pembina Hills Regional Division No. 7  
St. Thomas Aquinas Roman Catholic Separate Regional Division No. 38  
Wetaskiwin Regional Division No. 11

**Schedule "C"**

**System Levy:**

The Yellowhead Regional Library system levy shall be as follows:

For municipalities:	\$ 4.30 per capita in 2010
	\$ 4.30 per capita in 2011
	\$ 4.30 per capita in 2012
	\$ ____ per capita in 2013
	\$ ____ per capita in 2014
	\$ ____ per capita in 2015
	\$ ____ per capita in 2016
	\$ ____ per capita in 2017
	\$ ____ per capita in 2018
	\$ ____ per capita in 2019

For school divisions:	\$13.95 per student in 2010
	\$13.95 per student in 2011
	\$13.95 per student in 2012
	\$ ____ per student in 2013
	\$ ____ per student in 2014
	\$ ____ per student in 2015
	\$ ____ per student in 2016
	\$ ____ per student in 2017
	\$ ____ per student in 2018
	\$ ____ per student in 2019

Thereafter, unless this Agreement is amended, the last applicable levy referred to above will continue to apply plus any increases agreed to by the YRL Board which increase, on a percentage basis, may not exceed the cost of the increased percentage of the cost of living index applicable to the Province of Alberta, as calculated by Statistics Canada, in any given year.

For greater certainty, but not so as to restrict the generality of the foregoing:

- (a) In the event that a cost of living index increase is not applied in any given year, any subsequent cost of living index increase will be limited to the most recent annual increase (i.e. no accumulation of annual increases); and
- (b) YRL may seek such other increases as they deem appropriate, but subject to any requirements of this Agreement (s.18 amendments), or the Act (membership approval).

## **Signatures**

In Witness whereof, the Parties hereto, through their duly authorized and designated representatives, have duly executed this Agreement and agree to be bound thereby.

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**Name of the Party to this Agreement** *(City, Municipal District, School Division, Summer Village, Town, Village)*

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**Authorized Signature**

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**Please Print Name**

Signed, sealed and delivered, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.