

TOWN OF OUTLOOK

BYLAW NO. 9(2003)

A BYLAW OF THE TOWN OF OUTLOOK TO PROVIDE FOR ENTERING INTO AN AGREEMENT UNDER SECTION 175(2) OF THE URBAN MUNICIPALITY ACT, 1984.

The Council of the Town of Outlook in the Province of Saskatchewan, enacts as follows:

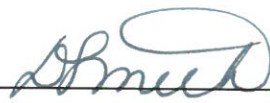
1. The Town of Outlook is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A", with:

**Wheatland Regional Library and
Outlook School Division No. 32 and
Outlook Local Library Board.**
2. The Mayor and Town Administrator of the Town of Outlook are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw No. 18(1999) a bylaw of the Town of Outlook to provide for entering into an agreement under Section 175(2) of The Urban Municipality Act, 1984 is hereby repealed.

INTRODUCED AND READ a first time this 22nd day of July, 2003.


READ a second time this 22nd day of July, 2003.

READ a third time and adopted this 22nd day of July, 2003.



Mayor.


(SEAL)



Town Administrator.

Certified a true copy of Bylaw No.9(2003)
of the Town of Outlook adopted by
resolution of Council on the 22nd day of July, 2003.

(SEAL)



Administrator.

JOINT VENTURE LIBRARY FACILITY AGREEMENT
by and between

WHEATLAND REGIONAL LIBRARY
806 Duchess Street
Saskatoon, Saskatchewan
S7K 0R3

AND:

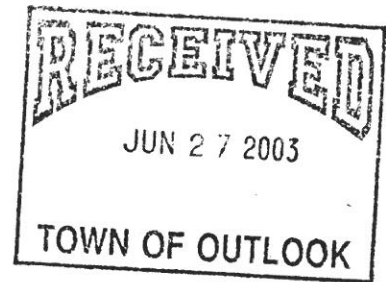
THE TOWN OF OUTLOOK
Box 518
OUTLOOK, Saskatchewan
S0L 2N0

AND:

OUTLOOK SCHOOL DIVISION NO. 32
P.O. Box 280
Outlook, Saskatchewan
S0L 2N0

AND:

OUTLOOK LOCAL LIBRARY BOARD
Box 547
Outlook, Saskatchewan
S0L 2N0



WHEREAS, *The Public Libraries Act*, S.S. 1996, c. P-39.2, 80(1) allows a public library board to enter into an agreement with any other organization for the purpose of providing public library service, this agreement witnesseth that the signatories:

WHEATLAND REGIONAL LIBRARY, TOWN OF OUTLOOK, OUTLOOK SCHOOL DIVISION NO. 32 AND OUTLOOK LOCAL LIBRARY BOARD

agree to associate in the establishment and operation of an Outlook Community Library pursuant to the *Public Libraries Act, 1996* and Regulations, *The Libraries Co-operation Act, 1996*, *The Education Act, 1995* and Regulations, Wheatland Regional Library Policies and Bylaws and Local Library Board Policies and Outlook School Division No. 32 Library Policy plus the following covenants, undertakings and conditions:

1. ASSOCIATION:

- 1.1 The signatories named in the preamble agree to associate with each other in the operation of a Joint Venture Library to be known as the Outlook Community Library/Wheatland Regional Library.

2. PURPOSE AND ROLE:

- 2.1 The collective purpose shall be to provide public and school library service.
- 2.2 The role of the Public Library is to provide cost-effective and equitable access to information for cultural, recreational and educational purposes. In the Public Library the primary responsibility for selecting materials lies with the patron in concert with the professional library staff. The Public Library does not act in "loco parentis"
- 2.3 The role of the Outlook School Division No. 32 Board of Education is to provide direction and support for an effective school library program which is based upon the curricular and learning needs of all students, as well as their broader recreational and cultural needs. Materials selected for the school shall reflect and support the broad educational program. In the School Library collection some restrictions may apply to students borrowing materials based on maturity, age level and parental permission.

3. TERMS OF THE JOINT VENTURE LIBRARY AGREEMENT

- 3.1 This Agreement is a 60-month agreement and shall not be terminated prior to its termination unless one (1) or more of the signatories is dissolved, or under conditions described elsewhere within this agreement.
- 3.2 Changes in the agreement are subject to the approval of all signatories. No modification of this agreement shall be effective unless executed in writing and signed by the appropriate signing officers of each signatory.
- 3.3 The Outlook Community Library shall conduct a review of the effectiveness of the Joint Venture Agreement in each calendar year, if requested in writing by any of the signatories to this agreement.

- 3.4 Disputes arising out of the interpretation or performance of this agreement shall be resolved according to the following procedures:
- (a) a special meeting of the Outlook Community Library Board shall be called with the primary purpose of resolving the dispute;
 - (b) If the dispute continues to be unresolved the matter shall be referred to a committee consisting of:
 - The Outlook Community Library Board
 - One additional appointee from each signatory to this agreement;
 - A designate of the Provincial Librarian.
 - (c) If the dispute remains unresolved the matter may be resolved through the application of *The Arbitration Act, 1992*.

4. GOVERNANCE:

- 4.1 The general management, control, and operation of the Joint Venture library branch will be governed by the following:
- a) *The Public Libraries Act, 1996* and Regulations;
 - b) *The Education Act, 1995* and Regulations;
 - c) Policies and Procedures of the Wheatland Regional Library and
 - d) Policies and Procedures of the Outlook School Division No. 32;
 - e) Policies and Procedures of the Outlook Local Library Board and the Outlook Community Library Board.
- 4.2 In the event of a discrepancy between *The Public Libraries Act, 1996* and *The Education Act, 1995*, the issue shall be referred to the appropriate legal entity for advice.
- 4.3 The Outlook Community Library Board shall be composed of:
- a) Two (2) members appointed by the Wheatland Regional Library.

- b) Two (2) members appointed by the Outlook School Division No. 32.
 - c) One (1) member appointed by the town of Outlook.
- 4.4 No member of the Outlook Community Library Board shall be an employee of any signatory.
- 4.5 Resource persons to the Community Library Board shall include the Wheatland Branch Staff Member, the Outlook School Division No. 32 Resource Based Learning Consultant, the Director of Education and the Executive Director of the Wheatland Regional Library, or other people as required and requested.
- 4.6 The signatories acknowledge that there remains in place a covenant between the Outlook library board and the Government of Canada with respect to certain obligations under a CAP site agreement to one public library computer.
- 4.7 A member's seat on the Joint Venture Library Board becomes vacant when he/she absents himself/herself, without being previously authorized by resolution of the Joint Venture Library Board to do so, for a period of three consecutive regular meetings of the Board. The representative's seat vacated shall be replaced with a new representative appointed by the signatory which made the original appointment.
5. LIBRARY FACILITY:
- 5.1 The Outlook School Division No. 32 shall provide sufficient furnishings for the physical accommodation of library resources, up to at least the minimum requirements prescribed by the Wheatland Regional Library policies. Furnishings supplied by each signatory shall remain the property of that signatory.
- 5.2 The signatories shall strive to achieve the highest standard for public library facilities as prescribed by *The Public Libraries Act, 1996*, the Education Resource Based Learning: Policy Guidelines, and Responsibilities for Saskatchewan Learning Resource Centres, 1987 and the Wheatland Regional Library Bylaws and Policies, and the Outlook School Division No. 32 policies.
- 5.3 Outlook School Division No. 32 covenants that the public library materials shall be adequately housed and cared for and that the facility shall be adequately lit, heated and maintained, and further covenants that the facility shall:
- a) offer direct public access;
 - b) ensure that all Regional Library resources are accessible to all patrons;
 - c) include suitable space for browsing and study;

- d) include suitable space for pre-school children's collection;
- e) provide adequate supervision of Wheatland Library Board assets during school hours;
- f) include secure facilities for the storage of Wheatland Regional Library materials pursuant to the preparation of a block exchange;
- g) allow Wheatland Regional Library Branch Staff access to the library collection at hours determined by the Regional Library Branch Staff;
- h) provide approved signage indicating that the Joint Use Library is a Wheatland Regional Library Branch;
- i) be located on the ground floor;
- j) be supervised at all times when the library is open to the public.
- k) provide an outside book return chute for the returning of books by the non-school public users after hours;
- l) provide public parking in and around the facility
- m) be open and available to the public during times in which the school might normally be closed, including but not limited to Christmas, Easter, and summer vacation.
- n) Any liability resulting from failure to upkeep the premises shall be the sole responsibility of the Outlook School Division No. 32, and the Outlook Local Library Board who shall indemnify Wheatland Regional Library and shall hold the same harmless.

5.4 The Outlook Community Library Board covenants that Outlook School Division No. 32 library materials shall be adequately cared for and further covenants that:

- a) Outlook Local Library Board staff will provide adequate supervision of Outlook School Division No. 32 assets during times they are in charge of the library;
- b) Outlook High School staff will be allowed access to the school portion of the library collection at times determined in consultation with the school administration.

- 5.5 a) The Town of Outlook covenants that modifications to the school library or the school facility necessary for the adequate housing of the joint community library or the security of the school facility shall be funded by the Town which will continue to provide at a minimum:
- 1) Shelving units to house the combined library collection;
 - 2) Security hallway barriers to limit access to other parts of the school.
 - 3) Approved signage indicating that the Joint Use Library is a Wheatland Regional Library Branch;
- b) The Town of Outlook further covenants to pay a rental fee to be negotiated with the Outlook School Division No. 32 that will cover additional operating costs of the library facility.

6. PERSONNEL:

- 6.1 The Outlook Local Library Board and Outlook School Division No. 32 shall be separately responsible for the hiring, dismissal, supervision and performance appraisals of their staff. Notwithstanding the above, Wheatland Regional Library may make a grant to the Outlook Local Library Board to help offset the costs of personnel.
- 6.2 Minimum hours of operation to the public shall be in accordance with Wheatland Regional Library Policies.
- 6.3 Hours of operation shall be established by the Outlook Community Library Board and reviewed annually.

7. COLLECTION:

- 7.1 The signatories shall ensure equitable access to all resources housed in the Outlook Community Library. All resources will be accessible regardless of age, race, colour, sex, political or religious affiliation, location, national origin, language, physical ability, marital or social status.
- 7.2 The Wheatland Regional Library Board and the Outlook School Division No. 32 shall select materials individually and based on their individual material selection policies.
- 7.3 All services currently available to Wheatland Library patrons will continue under this agreement.

- 7.4 All borrowers of the Outlook Community Library shall use a Wheatland Regional Library card or such other universal public library card as may become available in the future.
- 7.5 Resources shall be shelved according to policies designated by the Outlook Community Library Board.
- 7.6 The Outlook School Division No. 32 and Wheatland Regional Library shall keep separate circulation records and statistics.
- 7.7 Public borrowing of the Outlook High School Library materials will require the borrower to join the Outlook School library system, and student borrowing of Wheatland Regional Library materials will require that the borrower join the Wheatland Regional Library system. Registration for both students and the general public shall be made readily available by both parties.
- 7.8 Both the Wheatland Regional Library Board and the Outlook School Division No. 32 Board consent to participate in resource sharing by making their collections fully available for reciprocal borrowing.

8. OPERATING FINANCES:

- 8.1 Resource acquisition and payroll funding remains unaffected by this Joint Use Agreement. Each signatory shall continue to provide for such items.
- 8.2 The Outlook School Division No. 32 and the Outlook Local Library Board shall be separately responsible for financing:
 - a) Personnel costs;
 - b) Insurance of building and fixtures;
 - c) Any other items as may be determined.
- 8.3 The Wheatland Regional Library shall continue to be separately responsible for:
 - a) The purchase and processing of public library collection resources.
 - b) The insurance coverage on Wheatland Regional Library assets.

- 8.4 The Outlook School Division No. 32 shall continue to be separately responsible for:
- a) The purchase and processing of the Outlook High School Library collection resources.
 - b) The insurance coverage on Outlook School Division No. 32 assets.
- 8.5 Annual joint operating expenditures shall be shared by the town of Outlook as designated under *The Public Libraries Act*, and the Outlook School Division No. 32 subject to provisions of sect. 5.5 of this agreement.

9 DISESTABLISHMENT AND DISPOSAL OF ASSETS:

- 9.1 In the event that a signatory to the Agreement decides to discontinue their association one (1) calendar year written notice shall be given to each signatory.
- 9.2 In the event of the termination of this Agreement or dissolution of any signatory, the assets of each signatory shall be returned to same.
- 9.3 The Signatories shall maintain a list of assets if purchased jointly.
- 9.4 Upon termination of this Agreement, the Wheatland Regional Library, the town of Outlook, Outlook School Division No. 32 and the Outlook Local Library Board shall establish a committee to assist in the disposal of any jointly owned assets.
- 9.5 In the event that the Outlook School Division No. 32 changes its boundaries or restructures with one or more additional divisions this Agreement must be renegotiated in its entirety.
- 9.6 Any notice that is required under the terms of this agreement shall be delivered at the address listed for the parties on Page 1 of the agreement.

10. SEVERANCE:

- 10.1 Any term or condition of this agreement that is or is held to be void, prohibited, unenforceable or inconsistent with the provisions of *The Public Libraries Act, 1996* and Regulations or *The Education Act, 1995* and Regulations, shall be severable from this agreement without in any way invalidating the remaining terms or conditions.
- 10.2 This agreement shall be construed in accordance with the laws of the Province of Saskatchewan.

10.3 Save and except for any schedules heretofore attached which may be amended pursuant to the provisions hereof, no subsequent alteration, amendment change or addition to this agreement will be binding on the parties hereto unless reduced to writing and signed by the parties – Interlibrary Lending Loan Policies which may be altered, amended, changed or added to by Wheatland Regional Library unilaterally, any schedule altered, amended, changed, or added to in writing and attached hereto whether at the commencement of the term or any subsequent time and signed by the parties hereto will be read and construed together with and will form part of this agreement.

DATED at Saskatoon, in the Province of Saskatchewan, this 21 day of June, 2003.

Roberta Rogers
Witness

Wheatland Regional Library
Per: Donald J. Jait
On behalf of the Wheatland Regional Library
Per: [Signature]



DATED at OUTLOOK, in the Province of Saskatchewan, this 9th day of JUNE, 2003.

J. Casswell
Witness

Outlook School Division No. 32
Per: Serge Delporte
On behalf of the Outlook School Division No. 32
Per: [Signature]

DATED at OUTLOOK, in the Province of Saskatchewan, this 21 day of MAY, 2003.

[Signature]
Witness

Town of Outlook
Per: [Signature]
On behalf of the Town of Outlook
Per: [Signature]

DATED at Outlook, in the Province of Saskatchewan, this 29 day
of May, 2003.

Outlook Local Library Board

Per: Shirley Ferguson
On behalf of the Outlook Local Library Board

Shirley Ferguson
Witness

Per: Donna Cole