

This Agreement made on this 1st day of January, 2024

BETWEEN:

CLEARWATER COUNTY as represented by the Council for Clearwater County in the Province of Alberta (hereinafter referred to as "the County");

OF THE FIRSTPART

THE TOWN OF ROCKY MOUNTAIN HOUSE as represented by the Council for the Town of Rocky Mountain House, in the Province of Alberta (hereinafter referred to as "the Town");

OF THE SECOND PART

and

TOWN OF ROCKY MOUNTAIN HOUSE LIBRARY BOARD as represented by the Board for Rocky Public Library in the Province of Alberta (hereinafter referred to as "the Library");

OF THE THIRD PART

WHEREAS the County, the Town and the Library are desirous of entering into an Agreement to share the costs of operating and maintaining the library located in the Town and owned by the Town and to share the operating deficit of providing library services;

NOW THEREFORE the parties hereto covenant and agree together for the currency of this Agreement as follows:

1. Town, County and Library obligations:

a. The Library will provide to both the Town and County by October 15 of each year, their annual budget. This will include their request for Town and County appropriation which is the operational deficit.

b. Eligible operational, maintenance, and service delivery costs for the Town and County appropriation may include the following:

- i. materials
- ii. staff training
- iii. telephone/postage/programs
- iv. equipment maintenance
- v. staff wages and benefits

- vi. office supplies
- vii. insurance (Board)
- viii. janitorial
- ix. board expenses
- x. professional services
- xi. audit
- xii. miscellaneous items (with detail)

c. The Library will provide to the Town and County their reconciled budget to actual, for the previous year by April 30. The library will explain surpluses and shortfalls in the budget to actual reconciliation. The Library is able to retain a surplus in an operating reserve to a maximum set out by their reserve policy (see attached). Any surplus over the reserve policy requires a proposal to each Council with a recommendation as to where the surplus should be allocated and requires each Council to make a decision on these funds.

d. The Library will invoice the Town by January 10, the appropriation for both the Town and County. The Town will pay annually by January 31, the appropriation on behalf of the Town and County should their respective budgets be approved. Should the budgets not be approved, one half of the requested deficit will be forwarded by the Town to the Library until budget approved at which time the remainder will be paid.

2. Town and County obligations:

a. The County will annually pay in accordance with the provisions of this Agreement to the Town fifty percent (50%) of the costs to operate and maintain the library building (see eligible costs below) and fifty percent (50%) of the Library's appropriation costs for library services for the County and the Town residents.

b. Library building operations and maintenance include:

- i. building and grounds maintenance supplies
- ii. building and grounds salaries/ contracted wages
- iii. utilities
- iv. insurance for library building, liability, contents and materials

c. Building debenture costs for the existing building are the responsibility of the Town.

d. Parkland Regional Library System requisition payments are the responsibility of each municipality.

e. The Town will provide to the County by October 30th of each year projected eligible building operational and maintenance costs and service delivery costs (based on the Library's appropriation request) for the upcoming year.

f. The County will pay (upon invoice) to the Town, before April 1st of each year, the current year projected eligible costs which includes the library's appropriation request and the Town's building operation and maintenance costs.

g. The Town will reconcile the building operation and maintenance costs at year end and if these reconciled costs are less than the projected eligible budgeted costs paid by the County in any given year payment will be provided to the County by February 28th of the following year for their portion of the difference. If these actual costs exceed the projected eligible budgeted costs in any given year, the Town is to invoice the County their portion of the difference, by February 28 of the following with justification of this difference. The County, based on this justification, will determine whether it will pay its share of these additional costs.

h. Town building capital and upgrade costs will be agreed to in writing as part of the respective parties' budget process in the year prior to anticipated purchase or construction being undertaken. These capital costs will be included in the County budget as projected eligible costs and associated payments will be combined with other payments made in accordance with item f above of this Agreement, unless otherwise agreed to in writing.

i. The Town hereby agrees to save harmless and indemnify the County, its employees, officers and agents, against any and all claims, liabilities, suits, judgements, expenditures or demands of any type whatsoever arising out of any action or lack of action by the Town related to this Agreement or associated with receiving payments from the County. Such indemnification will survive termination of this Agreement.

3. Town, County and Library

a. Notwithstanding anything to the contrary hereinbefore contained, it is mutually agreed that any party shall have the right to terminate this Agreement by serving upon the other parties six month's notice in writing of

Its intention to-terminate this Agreement-prior-to September 30 of any year during the currency of this Agreement. Such notice may be served by delivering a copy of such notice to an officer of the other parties or by mailing a copy by registered prepaid post.

b. *Unless otherwise terminated this Agreement shall terminate on December 31, 2028.*

c. *This Agreement shall have effect and force on the date of signing and may be amended by mutual consent provided inwriting.*

d. *This Agreement inures for the benefit of the parties hereto.*

e. *This Agreement will rescind and replace the previous agreement dated January 1, 2019.*

IN WITNESS WHEREOF *the parties to this Agreement have hereunto affixed their corporate seals under the hands of their proper officers in that behalf, on the day and year first above written.*

FOR CLEARWATER COUNTY



Reeve



Chief Administrative Officer

FOR THE TOWN OF ROCKY MOUNTAIN HOUSE



Mayor



Chief Administrative Officer

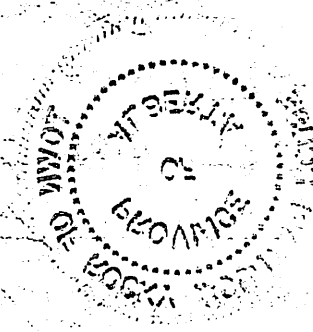
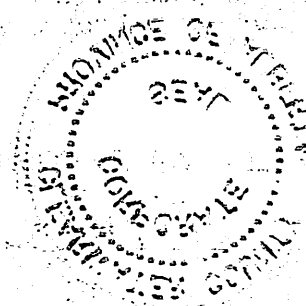
FOR THE TOWN OF ROCKY MOUNTAIN HOUSE LIBRARY BOARD



Board Chair



Library Manager





Schedule A

RMHPL Financial Management Policies

Policy Number: FM-9

Policy Name: Reserve Funds

Date Approved: February 22, 2017

Date Reviewed: February 26, 2020

The RMHPL will establish and maintain an Operating Reserve Fund as an assurance to the continued normal operation of the library under exceptional circumstances. Such exceptional circumstances could include delays in receiving operating grants from committed funders, the need to undertake special projects, unexpected opportunities to expand services, emergency expenses, and budgetary shortfalls.

- 9.1 Board approval is required for the expenditure of any Operating Reserve Funds.
- 9.2 The amount to be attained and maintained will be a minimum equivalent to six months normal operating expenses of the Library (\$214,000.00 based on 2020 budget figures).
- 9.3 These funds will be attained and maintained through the accumulation of surpluses of the annual operating budget, through fundraising and unrestricted donations.
- 9.4 As Operating Reserves may need to be called upon at any time with little advance notice, investments will be made in highly liquid instruments with the emphasis on preservation of capital and thus very low risk. Any revenue generated from the reserve investments will be reinvested as part of the Operating Reserve Fund.
- 9.5 The Board will review the RMHPL's plan for its surplus funds on an annual basis and determine priorities for immediate and long-term use of the funds

Schedule B

This Agreement made in Duplicate this 1st day of January, 2024

BETWEEN:

**THE TOWN OF ROCKY MOUNTAIN HOUSE LIBRARY BOARD
(hereinafter referred to as "the Library");**

and

**THE TOWN OF ROCKY MOUNTAIN HOUSE (hereinafter
referred to as "the Town");**

WHEREAS the Library and the Town are desirous of entering into an Agreement to share the responsibilities of operating and maintaining the library located in the Town and owned by the Town;

NOW THEREFORE in consideration of the conditions and covenants hereinafter expressed, the parties agree as follows:

1. The Town will provide building and grounds maintenance as well as other administrative functions as follows:
 - a) Pay for the library building utilities (water/ sewer/ gas/ power) but not commercial waste contractor fees.
 - b) Obtain and hold liability and building and content insurance which includes fixtures and library materials such as books and audiovisual media as the amount determined by the Town.
 - c) Maintenance of the building structure and building systems (electrical / heating / ventilation / air conditioning, fire alarm and extinguishers and plumbing).
 - d) The Town shall provide general janitorial services on an agreed upon schedule between the Town and the Library. The Town's costs shall be invoiced to the Library.
 - e) Provide snow removal from sidewalks and parking lot.
 - f) Provide payroll and benefit services for Library staff based on the Town's regular pay periods. The Town shall invoice the Library with an attached payroll report for the payroll.

2. The Library will be responsible for the following building and grounds services as well as other administrative functions:
 - a) Salting/sanding of public and staff access areas to maintain a safe environment when necessary.
 - b) Notify the Town maintenance staff of any building issue that is a problem or has potential to become a problem.
 - c) Provide and pay for a commercial waste bin. The Library is to invoice the Town one half this cost for use by the Fire Department or less if the Library has a shared use agreement with any other entities.
 - d) Pay for minor tenant upgrades such as painting, aesthetic upgrades, signage and any fixtures for library purposes such as shelving and desks.
 - e) Have a health and safety program as per Occupational health and Safety Act including the conduct of fire drills.
 - f) Complete and submit any grant applications for the Library operations or enhancements.
 - g) Pay for all telephone / internet and IT expenses including any IT or electrical costs associated to an upgrade.
 - h) Maintain all financial accounting records and contract and pay all auditor expenses as required in the Library Act.
 - i) Establish and maintain a WCB account and pay all associated costs.
 - j) Provide board liability insurance and any other insurance the board determines appropriate.
 - k) Maintain a personnel policy and salary grids and provide payroll related information necessary to the Town. The Town will keep an employee file for each employee based on the Town's retention policy. The Library will abide by all Employment Standards regulations and legal requirements for their employees and provide accurate information to the Town for payment.
 - l) Provide an annual payment of \$6,000 per year for payroll services commencing January 1, 2023 upon receipt of the invoice from the Town.
3. To assist the Town in budgeting for costs associated with this Agreement, the Library will submit to Town administration any requests for building upgrades or repairs by August 1 each year for consideration in the following year's budget.
4. It is mutually agreed that either party shall have the right to terminate this Agreement by serving upon the other party's six months' notice in writing of its intention to terminate the Agreement prior to September 30 of any year during the currency of

this Agreement. Such notice may be served by delivering a copy of such notice to an officer of the other party or by mailing a copy by registered prepaid post.

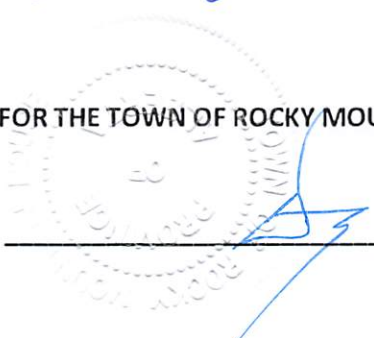
5. Unless otherwise terminated this Agreement shall terminate on December 31, 2028.
6. This Agreement shall have effect and force on the date of signing and may be amended by mutual consent provided in writing.
7. This Agreement inures for the benefit of the parties hereto.
8. This Agreement will rescind and replace the previous agreements dated May 17, 2022.

IN WITNESS WHEREOF the parties to this Agreement have hereunto affixed their corporate seals under the hands of their proper officers in that behalf, on the day and year first above written.

FOR TOWN OF ROCKY MOUNTAIN HOUSE LIBRARY BOARD:

 _____ Library Director

FOR THE TOWN OF ROCKY MOUNTAIN HOUSE

 _____ CAO