

AGREEMENT FOR THE PROVISION OF LIBRARY SERVICES

Dated: March 4, 2024⁵

BETWEEN:

GAYNOR FAMILY REGIONAL LIBRARY

("the Library")

and

CITY OF SELKIRK, RURAL MUNICIPALITY OF ST. ANDREWS, RURAL MUNICIPALITY OF ST.
CLEMENTS, and VILLAGE OF DUNNOTTAR

(collectively referred to as "the Municipalities" or individually as a "Municipality")

(Each may be individually referred to as a "Party" and collectively as the "Parties")

- A. The Library is a regional library that provides public library services to the residents and property owners of the Municipalities;
- B. The Library is established under and must operate in accordance with the provisions and regulations of *The Public Libraries Act*;
- C. The Municipalities wish to ensure that their residents continue to have access to high-quality library services;
- D. The Municipalities agree to jointly fund the library services provided by the Library as set forth in this Agreement; and
- E. The Library and the Municipalities desire to enter into this Agreement to clearly define the roles, responsibilities, and financial contributions of each Party for the provision of library services.

THE PARTIES AGREE AS FOLLOWS:

1. TERM OF AGREEMENT

- 1.1 This Agreement shall commence on [Start Date], 2024 and shall remain in effect for a term of five (5) years unless extended and amended or terminated as provided herein.
- 1.2 Six (6) months prior to the expiration of this Agreement, the Parties shall begin negotiations to extend and amend the terms of this Agreement, or to replace this Agreement with a new agreement.

1.3 Until extended and amended, or replaced by a new agreement this Agreement shall automatically renew for one (1) year terms thereafter, using the payment schedule of the final year of the original term.

1.4 The unanimous approval of the Parties is required to extend and amend, or replace this Agreement with a new one.

2. GOVERNANCE

2.1 The Library shall establish and maintain a constitution and/or a set of by-laws to govern the affairs of the Library organisation.

2.2 The Library shall maintain a regional library board in accordance with the requirements of *The Public Libraries Act*, with three individuals being appointed by each Municipality, at least one of which must be a member of each respective Municipality's council.

2.3 The Library's board shall fulfill the duties of a regional board as set forth in *The Public Libraries Act*.

3. LIBRARY SERVICES

3.1 The Library agrees to provide the services outlined in Schedule A to the residents and property owners of the Municipalities.

3.2 The Library agrees that it shall only provide library services to the Municipalities and shall not enter into any other agreements with other entities for the provision of library services.

3.3 Any changes to the scope or nature of the library services provided under this Agreement must be agreed upon in writing by all Parties and documented in an amended version of Schedule A.

3.4 The Municipalities acknowledge and shall not impeded the Library's authority and autonomy to govern its operations and manage its collection within the parameters set out in *The Public Libraries Act* and this Agreement.

4. FINANCIAL CONTRIBUTIONS

4.1 The Municipalities agree to provide financial contributions to the Library in accordance with the payment amounts set forth in Schedule B.

4.2 Payments shall be made by each Municipality to the Library in four equal installments at the end of each library operating quarter (March, June, September, and December).

4.3 The Library will provide a budget to the Municipalities by November 1st of each year for review and feedback for the following year's operations.

4.4 The Library shall operate out of the facility located at 806 Manitoba Avenue in Selkirk and shall pay rent and purchase insurance for the assets of the Library to be set out in a separate lease agreement between the City of Selkirk, the registered owner of the facility, and the Library.

4.4 By unanimous agreement the Municipalities may, at any time, adjust the amount of rent to be paid by the Library. In doing so the Municipalities will be guided by the process set out for determining the financial contributions of the Municipalities reflected in Schedule B

- 4.5 The Library shall diligently pursue any provincial, federal, or private financial contributions which reduce the Library's dependence on, and requirement for, financial contributions from the Municipalities, provided any requirements or conditions of such funding does not present a conflict with the provisions of this Agreement, and provided the Municipalities do not consider any requirements or conditions to negatively impact the reputation of the Parties.
- 4.6 The Library may pursue revenue generating activities which reduce the Library's dependence on, and requirement for, financial contributions from the Municipalities, provided that such activities do not interfere or in any way diminish the Library's capacity to deliver the library services set forth in Schedule A of this Agreement, and provided the Municipalities do not consider these activities to negatively impact the reputation of the Parties.
- 4.7 The Municipalities shall, as practicable, provide information and general assistance to the Library as may be reasonably requested, to support the Library's efforts to pursue alternate financial contributions and revenue generation.
- 4.8 The Library shall exercise due diligence and financial prudence in its operations with a specific focus on ensuring the long-term sustainability of its operations, and mitigation of significant annual increases to the Municipalities.
- 4.9 Professional fees incurred for the matters pertaining to the development and implementation of this agreement shall be shared equally between the Municipalities.

5. REPORTING REQUIREMENTS

- 5.1 The Library shall provide an annual report to the Municipalities, detailing its operations, programs, and services provided to the residents.
- 5.2 The Library shall keep proper accounts and provide audited financial statements as required by section 27(g) of *The Public Libraries Act* by March 31st of each year for the preceding year.
- 5.3 The Library shall, in a timely and complete fashion, provide any information and assistance that may be required by a Municipality to facilitate their annual financial statements and audit.
- 5.4 The Library shall attend council meetings of a Municipality upon request and provide specific and/or periodic reports as reasonably required.

6. NEW MUNICIPALITIES AND ENTITIES

- 6.1 The inclusion of any new municipality or other entity into this Agreement shall require the unanimous written consent of all Parties.
- 6.2 Any such inclusion shall require an amendment to this Agreement and a re-determination of financial contributions as outlined in an updated Schedule B.
- 6.3 The Library may sell memberships to non-residents of the Municipalities. Membership fees for non-residents shall not be less than the highest per capita cost paid by the Municipalities as set forth in Schedule B.

7. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other Parties from and against any and all claims, liabilities, damages, and expenses (including legal fees) arising out of or in connection with that Party's failure to perform any obligation set out in this Agreement.

8. LIMITATION OF LIABILITY

- 8.1 The Library and the Municipalities shall not be liable to each other or to any third party for any indirect, special, or consequential damages arising out of or in connection with this Agreement.
- 8.2 The Library's total liability under this Agreement shall not exceed the amount of the financial contributions made by the Municipalities in the year in which the claim arises.
- 8.3 The Municipalities' total liability under this Agreement, individually or collectively, shall not exceed their respective financial contributions for the year in which the claim arises.

9. BREACH OF CONTRACT

- 9.1 If any Party breaches any provision of this Agreement, the other Parties shall provide written notice specifying the nature of the breach. The defaulting Party shall have thirty (30) days to cure the breach.
- 9.2 If the defaulting Party fails to cure the breach within the specified period, the other Parties may terminate this Agreement or seek any other remedies available under law.

10. TERMINATION

- 10.1 Any Municipality may withdraw from this Agreement by providing written notice to the other Parties at least one (1) year prior to the intended withdrawal date. After giving written notice to withdraw from this Agreement the withdrawing Municipality shall not participate in any negotiations for an extension and amendment of this Agreement, its termination, or for entering into a new agreement.
- 10.2 Upon submitting a notice of withdrawal, the departing Municipality shall remain responsible for its financial obligations under this Agreement until the withdrawal date and shall not be entitled to any refund of contributions already made.

Should a Municipality wish to withdraw from this Agreement, thereby discontinuing the provision of library services to its residents and property owners, they would not be entitled to any portion of the Library's assets and shall not make a claim against the Library.

11. DISPUTE RESOLUTION

Any disputes involving this agreement that cannot be resolved between the respective parties may be referred by any party to a mediator for resolution. If not resolved through mediation within a reasonable time, up one month's written notice by any party to the others parties the dispute shall be referred to binding arbitration in accordance with *The Arbitration Act*.

12. NOTICES

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the addresses of the Parties publicly known as published on their website, or as subsequently designated in writing

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the provision of library services and supersedes all prior agreements and understandings, whether written or oral.

14. AMENDMENTS

Any amendments or modifications to this Agreement must be in writing and signed by all Parties.

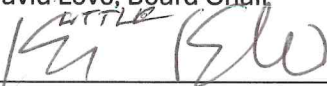
15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The Parties have signed this Agreement as of the day and year first above written.

GAYNOR FAMILY REGIONAL LIBRARY

Per: 
David Love, Board Chair

Per: 
Ken Kuryliw, Director-Library Services

CITY OF SELKIRK

Per: 
Larry Johannson, Mayor

Per: 
Duane Nicol, CAO

RURAL MUNICIPALITY OF ST. ANDREWS

Per: 
Joy Sul, Mayor

Per: Brent Olynik
Brent Olynik, CAO

RURAL MUNICIPALITY OF ST. CLEMENTS

Per: Debbie Fiebelkorn
Debbie Fiebelkorn, Mayor

Per: Deepak Joshi
Deepak Joshi, CAO

VILLAGE OF DUNNOTAR

Per: Rick Gamble
Rick Gamble, Mayor

Per: Sarah Patson
Sarah Patson, CAO

SCHEDULE A:

Library Services

The Library agrees to provide a comprehensive range of library services generally expected of a public library, which includes but is not limited to:

- Access to borrow circulating materials (both physical items, such as printed books and periodicals, and digital items, such as electronic audio and eBooks);
- Access to a wide variety of reference and research materials, including electronic databases and resources;
- Participation in library programs for all age groups, including educational, cultural, and recreational programs;
- Access to inter-library loans that enable borrowing materials from other libraries within Manitoba and other provinces. The Library will assist in borrowing non-Manitoba materials, though there may be costs involved depending on borrowing library policies.

Membership and general access to library services for residents and property owners of The Municipalities shall be free of charge. The Library may levy reasonable fees for consumable or rivalrous commodities or services.

The Library shall be open to the public six (6) days a week (excluding civic holidays observed in Manitoba), with operating hours that are generally considered convenient to citizens, ensuring accessibility and availability to meet the needs of the communities served.

SCHEDULE B:

Financial Contributions

Financial contributions by each Municipality shall be as follows:

Per Capita Rates

Municipality	Population	2025	2026	2027
Dunnottar	989	\$12.08	\$13.50	\$14.87
St. Andrews	11,723	\$12.08	\$13.50	\$14.87
St. Clements	11,586	\$12.08	\$13.50	\$14.87
Selkirk	10,547	\$17.33	\$18.03	\$19.31

2025 Fees

Municipality	General Operating	Rent Costs	Total
Dunnottar	\$11,947.12	\$0.00	\$11,947.12
St. Andrews	\$141,613.84	\$90,000.00	\$231,613.84
St. Clements	\$139,958.88	\$90,000.00	\$229,958.88
Selkirk	\$182,779.51	\$90,000.00	\$272,779.51

2026 Fees

Municipality	General Operating	Rent Costs	Total
Dunnottar	\$13,351.50	\$0.00	\$13,351.50
St. Andrews	\$158,260.50	\$90,000.00	\$248,260.50
St. Clements	\$156,411.00	\$90,000.00	\$246,411.00
Selkirk	\$190,162.41	\$90,000.00	\$280,162.41

2027 Fees

Municipality	General Operating	Rent Costs	Total
Dunnottar	\$14,706.43	\$0.00	\$14,706.43
St. Andrews	\$174,321.01	\$90,000.00	\$264,321.01
St. Clements	\$172,283.82	\$90,000.00	\$262,283.82
Selkirk	\$203,662.57	\$90,000.00	\$293,662.57