

THIS AGREEMENT MADE this 1st day of September, 2001.

BETWEEN:

THE CITY OF RED DEER
(the "City")

OF THE FIRST PART

- and -

RED DEER COLLEGE
(the "College")

OF THE SECOND PART

- and -

RED DEER PUBLIC LIBRARY
("RDPL")

OF THE THIRD PART

WHEREAS:

- A. RDPL has been established pursuant to the *Libraries Act* of Alberta to provide library services to the citizens of Red Deer and neighbouring communities in central Alberta;
- B. The College, being a college pursuant to the *Colleges and Universities Act* of Alberta, with a campus in Red Deer, seeks to develop a new library facility to be known as the "Library Information Commons", in respect of which it is seeking financial assistance;
- C. RDPL, the College and the City share the values set out in Schedule "A" hereto;
- D. The City and RDPL have together pledged to give One Million (\$1,000,000.00) Dollars (the "Donation") to the College in support of the development of the Library Information Commons; and
- E. The City, RDPL and the College wish to work together to enhance and integrate library services at and between the Library Information Commons and RDPL's branches of the public library (the "Public Library");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1 DEFINITIONS

- 1.1 Definitions: Where used in this Agreement, the following words and phrases shall have the meanings set forth below unless the context requires otherwise:
- 1.1.1 "Collection" means the books, magazines, periodicals, reference tools and other library materials maintained in each of the Libraries;
- 1.1.2 "Community Services Director" means the person designated as such by the City within its organizational structure;
- 1.1.3 "Council Chairperson" means the person acting as chairperson of the Library Council as set out in Section 3.3;
- 1.1.4 "Donation" means the sum of One Million (\$1,000,000.00) Dollars to be donated by the City and RDPL to the College;
- 1.1.5 "Libraries" means the Library Information Commons and the Public Library together;
- 1.1.6 "Library Chairperson" means that person designated as such by the College within its organizational structure;
- 1.1.7 "Library Director" means that person designated as such by RDPL within its organizational structure;
- 1.1.8 "Public Library" means those library branches operated by RDPL in the City of Red Deer;
- 1.1.9 "Representatives" means those persons appointed by each of the Parties to the Library Council as set out in Section 3.1;
- 1.1.10 "Users" means those persons authorized by the College or RDPL respectively to borrow materials from the College or RDPL upon that Party's terms and conditions.
- 1.2 NUMBER AND GENDER: Words importing the singular number only shall include the plural and vice versa, and words importing any gender shall include all genders.
- 1.3 DERIVATIVES: All derivatives of any of the definitions set forth in Section 1.1 hereof shall have the meanings appropriate to the derivation of such definition.
- 1.4 APPLICABLE LAW: This Agreement shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the Province of Alberta; each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

2 TERM

2.1 This Agreement commences September 1, 2001 and will continue in effect until November 30, 2010.

3 LIBRARY COUNCIL

3.1 The City, RDPL and the College shall, upon the execution of this Agreement, form a committee to be known as the "Library Council", and the Parties shall immediately appoint six (6) Representatives to the Library Council as follows:

3.1.1 RDPL's Library Director and one other person appointed by the RDPL Board of Directors;

3.1.2 the College's Library Chairperson, and two other persons appointed by the College; and

3.1.3 the City's Community Services Director, or one other person appointed by the Community Services Director.

3.2 Each party will ensure that its Representatives attend a minimum of three (3) meetings of the Library Council each year, provided that at least that number of meetings are held.

3.3 RDPL's Library Director will be the Council Chairperson for two (2) years from the date of this Agreement. The College's Library Chairperson and RDPL's Library Director shall alternate being the Council Chairperson each year thereafter.

3.4 The Library Council will have the following functions:

3.4.1 to coordinate the activities of the Parties set out in Sections 4 and 5, including defining the scope of rights of Users;

3.4.2 to plan for enhanced and integrated library services in Red Deer;

3.4.3 to develop a set of "customer performance objectives" for the Libraries, as well as a system of measuring whether those objectives are being met;

3.4.4 to work towards integrated borrowing policies for all Alberta libraries, and to develop a common library card ("The Alberta Library Card") usable in all provincial libraries;

3.4.5 to develop a policy regarding hours of operation of the Libraries;

3.4.6 to develop and implement a training program available to the general public, Users, and the Libraries' staff to learn how to find and use online information sources;

- 3.4.7 to investigate possible sharing of professional and non-professional staff resources between the Libraries, including staff exchanges, substitutions, joint staff training, and professional development;
- 3.4.8 to identify core Collections in the Libraries, and to assist the parties to develop specialties within their Collections;
- 3.4.9 investigate library automation systems which would allow information sharing between the Libraries, and develop common patron and Collection databases;
- 3.4.10 to identify other Alberta libraries, school divisions, and technological services (such as the "RedNeT" fibre optic system) and attempt to develop partnerships with each of them, subject to the unanimous approval of all of the parties to this Agreement;
- 3.4.11 plan joint marketing initiatives and coordinate individual marketing activities, including market research; and
- 3.4.12 to prepare and deliver an annual report to the City, RDPL and the College on or before May 31 of each year, which report shall include performance measurement and User statistics for the Libraries.

4 COLLECTIONS AND ON-SITE USE

- 4.1 RDPL and the College shall each retain its sovereign authority to select, maintain and manage materials in its respective Collection in accordance with its respective goals and policies.
- 4.2 RDPL and the College agree to share information regarding the development and management of their respective Collections, and to collaborate on purchasing new materials and maintaining existing materials, as is reasonable.
- 4.3 The general public, including RDPL Users, shall be permitted by the College to use all of the Library Information Commons' Collection on the premises of the Library Information Commons subject to the same terms and conditions of use applicable to all College Users.
- 4.4 The general public, including the College Users, shall be permitted by RDPL to use all of the Public Library's Collection on the Premises of the Public Library, subject to the same terms and conditions of use applicable to all RDPL Users.
- 4.5 While RDPL and the College shall make the majority of their respective collections available to the general public and to Users as set out in Sections 4.3 and 4.4, each of RDPL and the College shall be entitled to put restrictions on use of certain Collection materials at their own discretion.

5 RECIPROCAL LENDING POLICIES

- 5.1 RDPL Users shall be permitted by the College to borrow materials from the Library Information

Commons Collection using library cards issued by RDPL, on terms and conditions set for all RDPL Users.

- 5.2 College Users shall be permitted by RDPL to borrow materials from the Public Library Collection using library cards issued by the College, on terms and conditions set for all College Users.
- 5.3 While RDPL and the College shall make the majority of their respective Collections available to Users as set out in Sections 5.1 and 5.2, each of RDPL and the College shall be entitled to put restrictions on borrowing of certain Collection materials at their own discretion.
- 5.4 RDPL and the College will use their best efforts to set fees for Users which are consistent at both Libraries.
- 5.5 The College and RDPL agree that materials from their respective Collections may be borrowed by the other for a length of time agreeable to both, upon written request.
- 5.6 Where the College or RDPL borrows Collection materials from the other, either for itself or its Users, the borrowing Party shall pay for the courier delivery cost of such materials.
- 5.7 Where such Collection materials are lost or damaged by the courier, the borrowing Party or the borrowing Party's Users, the borrowing Party shall replace or repair such materials for the lending Party.
- 5.8 Electronically-accessed Collection materials at the Library Information Commons and the Public Library will be equally accessible for use and borrowing to both College Users and RDPL Users, subject to the restrictions permitted in Section 5.3, unless licenses with vendors do not permit such access to be given.

6 PAYMENT OF THE DONATION:

- 6.1 Provided that the College continues each year to meet its obligations as set out in Sections 3.1.2, 3.2, 4 and 5, the City and RDPL shall make the Donation as follows:
 - 6.1.1 the City shall pay to the College the sum of \$50,000.00 per year for ten years, with the first payment to be made on or before November 30, 2001, and the following nine payments to be made on or before November 30 of each consecutive year;
 - 6.1.2 RDPL shall pay to the College the sum of \$50,000.00 per year for ten years, to be funded by the Library Tax Levy requisition, provided that an allocation for this amount is approved annually by the City in RDPL's budget. The first such payment shall be made on or before November 30, 2001, and the following nine payments shall be made on or before November 30 of each consecutive year; and
 - 6.1.3 if, in any year, RDPL is unable to pay the funding set out in Section 6.1.2, the City shall pay RDPL's portion of that year's Donation to the College in addition to the City's own portion of the Donation.

- 6.2 Should the Library Council fail to perform or inadequately perform its anticipated functions, or any part of them, this will in no way affect the payment of the Donation being made as set out in Section 6.1.

7 ARBITRATION

- 7.1 Should any dispute arise between the parties respecting any matter intended to be dealt with hereunder, and should the Library Council not be able to resolve that dispute, then the parties agree that the matter shall be referred to the Chairman of the RDPL Board of Directors, the Chief Administrative Officer for the City, and the Chairman of the Board of the College, who collectively may resolve the dispute by a unanimous decision.

8 GENERAL

- 8.1 Further Assurances: The Parties agree to do all acts and things and execute all further documents as may be necessary to carry out the terms and intent of this Agreement.

- 8.2 Notices: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party hereto shall be deemed to have been properly given or served by personal delivery or by depositing the same in the mail (or telecopied) addressed to the party intended, postpaid and registered at the following addresses:

- 8.2.1 Red Deer College:
Box 5005
Red Deer, Alberta
T4N 5H5
Attention: President's Office
Facsimile: (403)341-4899

- 8.2.2 The City of Red Deer:

Attention:
Facsimile:

- 8.2.3 Red Deer Public Library:

Attention:
Facsimile:

All notices, demands and requests shall be effective upon being deposited in the mail or telecopied. However, the time period in which a response of any such notice, demand or request must be given, shall commence to run from the date of the return receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. In the event that registered mail is not being accepted for prompt delivery, notices may then be served by personal service upon any officer or director of the parties hereto.

By giving to the other Parties at least thirty (30) days' written notice thereof, the Parties hereto shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

- 8.3 No Assignment: This Agreement shall not be assigned by any of the Parties without the written consent of all Parties.
- 8.4 Entire Agreement: This Agreement contains the entire understanding of the Parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth.
- 8.5 Modification: No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and assigned by the Parties.
- 8.6 Headings: The headings for the paragraphs of this Agreement are for convenience of reference only and do not form any part of this Agreement and in no manner modify, interpret or construe the Agreement between the Parties.
- 8.7 Enurement: This Agreement shall enure to the benefit of and be binding on the Parties and their respective heirs, trustees, successors, administrators and permitted assigns.
- 8.8 Authority: Each of the Parties acknowledges and represents that it has the legal capacity and competence to execute this Agreement and to take all actions required pursuant to this Agreement and that all necessary approvals by directors, shareholders, partners or otherwise have been given to authorize the execution of this Agreement and to take all actions required pursuant to this Agreement. Any individual signing on behalf of any of the Parties represents that he is duly authorized in that regard by the party on whose behalf he is executing this Agreement as an agent, director or both, officer or in another capacity.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals by their duly authorized officer(s) in that behalf and the individual parties have hereunto set their hands and seals, all as of the day and year first above written.

THE CITY OF RED DEER

Per: _____

RED DEER COLLEGE

Per: _____

RED DEER PUBLIC LIBRARY

Per: _____

SCHEDULE "A"

Values

The parties to this agreement share the following values and beliefs:

1. Universal Access

All Albertans should have equitable access to library and information services regardless of place of residence, or social or economic circumstance.

2. Freedom of Information

Alberta's libraries are integral to a democratic society, and as such, the parties are committed to the concept of public access to information while respecting individual privacy.

3. Lifelong Learning

Each individual has the right to access the information and ideas required to be a self-reliant, responsible, caring and contributing member of society.

4. Intellectual Freedom

Alberta's libraries have a responsibility to promote, develop and facilitate access to expressions of knowledge, opinion and intellectual activity for all persons in Alberta.

5. Innovation

Libraries should embrace change and, where appropriate, challenge tradition to provide Albertans with the information and ideas they require to meet the demands of the next century.

6. Co-operation

Libraries should seek ways of working with other library organizations and other information providers to lead the way in creating a new, province-wide network designed to provide Albertans with optimal service through optimal use of resources, which the parties refer to as "The Alberta Library".

Dated this ____ day of October, 2001.

BETWEEN:

THE CITY OF RED DEER
(the "City")

OF THE FIRST PART

- and -

RED DEER COLLEGE
(the "College")

OF THE SECOND PART

- and -

RED DEER PUBLIC LIBRARY
("RDPL")

OF THE THIRD PART

AGREEMENT

Johnston Ming Manning LLP
Barristers & Solicitors
400, 4943 - Ross Street
Red Deer, Alberta
T4N 1Y1

Solicitor's File No. SLM-93690