

**AGREEMENT**

**BETWEEN**

**POWELL RIVER REGIONAL DISTRICT**

**AND**

**CORPORATION OF THE DISTRICT OF POWELL RIVER**

**FOR**

**POWELL RIVER MUNICIPAL LIBRARY  
OPERATING BUDGET COST SHARING**

**DECEMBER, 2004**

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of \_\_\_\_\_.

**BETWEEN:** **POWELL RIVER REGIONAL DISTRICT**  
of 5776 Marine Avenue, Powell River, BC, V8A 2M4  
(the “Regional District”)

OF THE FIRST PART

**AND:** **CORPORATION OF THE DISTRICT OF POWELL RIVER**  
of 6910 Duncan Street, Powell River, BC, V8A 1V4  
(the “Municipality”)

OF THE SECOND PART

**WHEREAS:**

- A. The purpose of this agreement is to establish a consistent and equitable basis for the Municipality and the Regional District to contribute to the Powell River Municipal Library annual budget.
- B. The agreement is based on the following premises:
- The library will be administered by a municipal library board and will occupy its current premises in Municipal Hall.
  - The Regional District and the Municipality will continue to fund library services separately; i.e.,
    - Regional District funding will be provided from the Regional District Library Service budget.
    - Municipal funding will be provided from the Municipal budget.
  - The Sliammon First Nation may contribute separately to library costs by agreement with the Library Board.

**NOW THEREFORE** in consideration of the premises, agreements and payments referred to below, the parties agree as follows:

1. The net annual operating expenditures of the Powell River Municipal Library building and library services, after taking into account any revenue received from grants, gifts, fines or other sources in accordance with an approved budget, shall be apportioned between the parties on the basis of population, subject to the conditions set out in this Agreement.
2. Each party to this Agreement shall contribute an amount equal to the percentage of each party's population relative to the combined population of the parties.
3. For the purposes of this Agreement, the Regional District population shall be the total population of Electoral Areas A (excluding all residents within the boundaries of the Sliammon Reserve), B, C and D and Sechelt Indian Government District Cokqueneets Reserve No. 23.
4. The population figures used to calculate the apportionment of costs under this Agreement shall be the official Canada census population figures.
5. The apportionment formula shall be reviewed in each year that new official Canada census data is published and shall be adjusted, if necessary, based on the most current official population figures.
6. The Municipal Council and the Regional District directors representing participants in the Regional District Library Service shall meet jointly prior to January 31<sup>st</sup> of each year [*Note: This date corresponds to date in agreement between PRRD and the Library Board*] to receive the Powell River Municipal Library Board's presentation of its proposed annual budget for the current year and the five-year financial plan. The parties shall have until February 28<sup>th</sup> to indicate their acceptance or non-acceptance of the proposed budget.
7. If either of the parties do not accept the budget as proposed by the Library Board, the party shall give reasons and, the parties shall meet for the purpose of discussing any objections to the proposed budget.
8. Where no agreement is reached on the current year budget by February 28<sup>th</sup>, the Library Board shall select a mediator from two nominees provided by each of the parties, and the mediator shall meet with each of the parties and make a non-binding recommendation within 14 days.
9. The costs of any mediation shall be divided equally between the parties.
10. If either of the parties does not accept the budget recommended by the mediator, the budget shall be set at an amount equal to the budget for the preceding year, except as otherwise provided in this agreement.

11. In any year, either party may elect to pay the full cost of specialised library programs or initiatives that it considers beneficial to its own constituents. These costs will be excluded from the annual cost apportionment calculation for the current and subsequent budget years, unless the parties otherwise mutually agree.
12. Regional District and Municipal elected representatives to the Library Board may endorse the Library Board's recommended current year budget only if both the Municipal Council and Regional District directors representing participants in the Regional District Library Service have accepted that budget.
13. The current library space shall not be used for any purpose other than a public library, open to the use of residents of the Municipality and the Electoral Areas without discrimination, during the term of this agreement.
14. The Municipality may apportion building costs to the Library service as shown below and these costs shall be included as expenditures in the Library annual operating budget:

<b>ITEM</b>	<b>BASIS FOR ANNUAL COST</b>
Heat / hydro	Library to pay share of total estimated annual costs equal to share of floor space occupied by Library relative to total building floor space. Currently 33%. No adjustment to be made for Library's longer operating hours.
Water	Charges as in current Municipal bylaw
Garbage	Charges as in current Municipal bylaw
Sewer	Charges as in current Municipal bylaw
Janitorial	Charges based on wages and benefits for actual hours to be spent on Library janitorial duties estimated from previous yr.'s total, plus supplies costs
Building Maintenance	Projected costs for regular repairs and maintenance, excluding improvements that are typically a landlord's responsibility. Costs to be determined annually based on requirements.

15. The Municipality will not charge any other fee for space occupied by the Library.
16. The Regional District will share in the cost of approved capital expenditures directly related to the delivery of library services but will not be required to contribute to capital improvements to the Municipal Hall.

18. The Regional District shall have access to all financial records of the Municipality in relation to the costs of operating or improving the Library building and may inspect and copy those records upon not less than 72 hours notice in writing.
19. This Agreement shall remain in effect as long as the Library occupies its current premises in the Municipal Hall.
20. This agreement represents the entire agreement between the parties and supersedes all previous negotiations, representations and agreements concerning the subject matter of this agreement.
21. Time is of the essence of this agreement.
22. This Agreement may be amended at any time with the written consent of both parties.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written:**

**For the POWELL RIVER REGIONAL DISTRICT**

\_\_\_\_\_  
Colin S. Palmer, Chair

\_\_\_\_\_  
Frances Ladret, Administrator

**For the CORPORATION OF THE DISTRICT OF POWELL RIVER**

\_\_\_\_\_  
Stewart B. Alsgard, Mayor

\_\_\_\_\_  
Stan Westby, Chief Administrative Officer