

# CORPORATION OF THE TOWNSHIP OF ESQUIMALT

## BYLAW NO. 2626

A Bylaw to authorize the execution of the Greater  
Victoria Public Library Operating Agreement.

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WHEREAS a municipality may, pursuant to provisions of the *Community Charter* and the *Local Government Act*, make agreements respecting the local government's services;

AND WHEREAS it is deemed expedient that the Corporation of the Township of Esquimalt enter into an agreement with the Greater Victoria Public Library Board and the Cities of Colwood, Langford and Victoria, the Districts of Central Saanich, Highlands, Metchosin, Oak Bay and Saanich and the Town of View Royal for the purpose of the operation of a public library system;

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT, in open meeting assembled, enacts as follows:

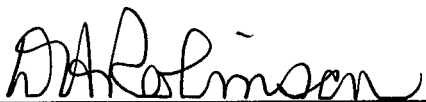
1. This Bylaw may be cited for all purposes as the *LIBRARY OPERATING AGREEMENT AUTHORIZATION BYLAW, 2005, NO. 2626*.
2. The Corporation of the Township of Esquimalt is hereby authorized and empowered to enter into a library operating agreement with the Greater Victoria Public Library Board and the Cities of Colwood, Langford and Victoria, the Districts of Central Saanich, Highlands, Metchosin, Oak Bay and Saanich and the Town of View Royal in the form attached hereto as Schedule "A".
3. The Mayor and Corporate Administrator are hereby authorized to execute the Greater Victoria Public Library Operating Agreement.
4. That *Library Operating Agreement Authorization Bylaw, 2003, No. 2580* is hereby repealed.

Read a first time by the Municipal Council on the 03<sup>rd</sup> day of October, 2005.

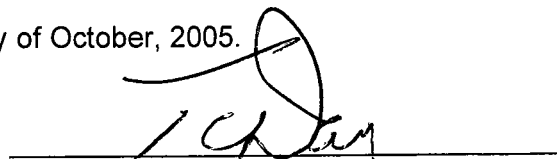
Read a second time by the Municipal Council on the 03<sup>rd</sup> day of October, 2005.

Read a third time by the Municipal Council on the 03<sup>rd</sup> day of October, 2005.

ADOPTED by the Municipal Council on the 17<sup>th</sup> day of October, 2005.



D. A. ROBINSON  
MAYOR

  
TOM DAY  
CORPORATE ADMINISTRATOR

## **Bylaw No. 2626**

### **Schedule 'A'**

(Schedule 'A' attachment is the Greater Victoria Public Library – Library Operating Agreement)

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**LIBRARY OPERATING AGREEMENT**

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## **LIBRARY OPERATING AGREEMENT**

Dated: January 1, 2006

### **PARTIES TO THIS AGREEMENT:**

**GREATER VICTORIA PUBLIC  
LIBRARY BOARD (the BOARD)**

**CORPORATION OF THE DISTRICT OF  
CENTRAL SAANICH (CENTRAL SAANICH)**

**CITY OF COLWOOD (COLWOOD)**

**CITY OF LANGFORD (LANGFORD)**

**CORPORATION OF THE TOWNSHIP  
OF ESQUIMALT (ESQUIMALT)**

**DISTRICT OF HIGHLANDS (HIGHLANDS)**

**DISTRICT OF METCHOSIN (METCHOSIN)**

**CORPORATION OF THE DISTRICT  
OF OAK BAY (OAK BAY)**

**CORPORATION OF THE DISTRICT  
OF SAANICH (SAANICH) and;**

**CORPORATION OF THE CITY OF  
VICTORIA (VICTORIA)**

**TOWN OF VIEW ROYAL (VIEW ROYAL)**

## INTRODUCTION

The parties to this Agreement wish to continue to cooperate in the provision of library services in the municipalities of Central Saanich, Colwood, Esquimalt, Highlands, Langford, Metchosin, Oak Bay, Saanich, Victoria and View Royal;

The municipalities wish to provide for the joint management, maintenance, improvement, operation, control and use of public libraries;

Victoria established a free Public Library in 1902 under the Free Libraries Act, R.S.B.C. 1897, c. 121;

This Agreement is authorized by the Library Act Part 2 and section 48 and by the Community Charter sections 8(1), 13 and 14.

The Councils of Central Saanich, Colwood, Esquimalt, Highlands, Langford, Metchosin, Oak Bay, Saanich, Victoria and View Royal have authorized this Agreement by bylaw.

### 1. INTERPRETATION

#### 1.1 In this Agreement:

"annual operating budget means the detailed estimate of the sums required by the Board submitted under section 10(1) of the Library Act, together with an estimate of revenue, not including revenue from the Endowment Fund;

"approved annual operating budget" means an annual operating budget or amended annual operating budget approved under paragraph 5.3 or determined under paragraph 5.5

"claim against the Board" includes any claim for damages, complaint under Human Rights legislation, obligation under a collective agreement or under labour legislation, right of action under environment legislation or other similar claim, obligation or right of action.

"Endowment Fund" means the Endowment Fund jointly administered by the Friends of the Greater Victoria Public Library and the Board;

"library" means the branch libraries, premises occupied by the Technical Services Department and the Central Library of the Greater Victoria Public Library;

"municipality" means a municipality that is a party to this Agreement, and "municipalities" means all the municipalities that are parties to this Agreement;

"net operating cost" means the difference, in an approved annual operating budget, between the estimates of:

- (a) expenditures; and
- (b) revenue, not including:
  - (i) revenue from municipalities under this Agreement; or
  - (ii) revenue from the Endowment Fund.

"year" means calendar year.

## **2. TERM**

2.1 This Agreement will be in force from January 1, 2006 until December 31, 2008 subject to Parts 10 and 11.

## **3. SERVICE AREA**

3.1 The service area of this Agreement is the geographical area of the municipalities.

## **4. THE BOARD**

4.1 The Board will continue as:

- (a) a library board under the Library Act; and
- (b) a joint board established under Community Charter, sections 13 and 14.

4.2 The Board will:

- (a) exercise the powers and fulfill the duties of a board under sections 9, 10 and 11 of the Library Act;
- (b) provide library services to each municipality;

- (c) make recommendations to the municipalities concerning potential new parties to this Agreement;
- (d) maintain insurance coverage for the replacement value of all furniture, equipment and library materials and public liability insurance coverage;
- (e) submit to each municipality every year audited financial statements for the Board and for the Endowment Fund;
- (f) pay any judgment or award against the Board by a court or tribunal having jurisdiction over the Board; and
- (g) maintain a long-term strategic plan, update it annually, and submit a copy to the Council of each member municipality by October 31<sup>st</sup> each year.

4.3 The Board will provide free basic public library service, to residents of a municipality, in accordance with section 46 of the Library Act.

4.4 The Board will not adopt rules that differentiate among residents of different municipalities for delivery of public library service.

4.5 The Board will not enter into any agreement (a) with another library board, a municipality, a regional district, an aboriginal government, a board of school trustees, an institution under the *College and Institute Act*, the board of governors of a university, the minister or a prescribed body as defined in section 48(1) of the Library Act, (b) for the lease of premises or the lease to purchase of equipment at a cost exceeding 2% of the annual operating budget, or (c) for major capital expenditures exceeding 2% of the annual operating budget; without first obtaining the consent, by Council resolution of municipalities which, together, were required to pay in the previous year two-thirds of the net operating cost of the Board.

4.6 The Board will consist of:

- (a) 5 members appointed by each of Saanich and Victoria Councils;
- (b) 2 members appointed by each of Esquimalt, Langford and Oak Bay Councils
- (c) 1 member appointed by each of Central Saanich, Colwood, Highlands, Metchosin and View Royal Councils.

4.7 Upon admission of a new municipal member or members, the Board will be increased by 1 member appointed by each new municipal member's Council.

4.8 The appointment, terms of office and qualifications of Board members, requirements as to meetings and other matters will be as provided in the Library Act, Part 2.

## **5. BUDGETS**

5.1 The Board will submit a provisional annual operating budget to the Council of each municipality before October 31<sup>st</sup> each year, for the following year.

5.2 The Board will submit an annual operating budget to the Council of each municipality, for its approval, before March 1<sup>st</sup> each year.

5.3 An annual operating budget or amended annual operating budget submitted by the Board must be approved by Council resolution of municipalities which, together, were required to pay in the previous year more than half the net operating cost of the Board.

5.4 An annual operating budget must be approved by May 1<sup>st</sup> each year in accordance with 5.3.

5.5 If an annual operating budget has not been approved by May 1<sup>st</sup> in any year, the approved annual operating budget will be the same as the most recent approved annual operating budget.

5.6 An approved annual operating budget may be amended before December 31<sup>st</sup> each year.

5.7 Each municipality will provide in its annual budget a sum sufficient to finance its share of the Library Board's approved annual operating budget.

5.8 The Board will not:

- (a) incur expenditures in a year, which in total exceed the approved annual budget;
- (b) incur expenditures which have not been provided for in the approved annual budget or provisional annual budget; or
- (c) if funds have been approved for one purpose in an approved annual budget, use the funds for another purpose unless the funds reallocated comprise less than 2% of the approved annual budget.



5.9 The Board may carry forward unexpended funds provided that such surplus funds are included in revenue in the following year.

5.10 The Board will include the following operating costs of the library in annual operating budgets:

- (a) salaries and wages of persons appointed by the Board under sections 9(c) and (d) of the Library Act;
- (b) the cost of buying or repairing books, periodicals and other library materials;
- (c) insurance costs;
- (d) costs associated with owning and operating a Central Library minus Victoria's share of the cost under paragraph 8.7; and costs associated with owning and operating premises for the Technical Services Department;
- (e) utility bills, including heat, light, water, telephone and computer lines, and garbage collection;
- (f) the following maintenance costs of the library
  - (i) cleaning, painting and decorating the interior of buildings,
  - (ii) washing windows, inside and out,
  - (iii) cleaning or replacing floor coverings and drapery as necessary,
  - (iv) replacing and maintaining signs, inside and out
  - (v) repairing or replacing furniture and equipment and library materials as necessary,
  - (vi) payments for the lease of premises for terms not exceeding 15 years, or for the lease-to-purchase of equipment for terms not exceeding six years; and
  - (vii) other costs the Board believes to be necessary from time to time.

## **6. OPERATING COSTS - CALCULATION**

6. 1 In this paragraph and paragraphs 6.2 to 6-5:

"assessment unit cost" means 50% of the net operating cost divided by the converted assessed value of property in all the municipalities;

"class of property" means class of property as defined in the Prescribed Classes of Property Regulation, B.C. Reg. No. 438/81 or similar enactment as it exists from time to time;

"converted assessed value" for a municipality means the converted value, determined under paragraph 6.3, of:

- (a) the assessed value under the Assessment Act, in the previous year, of lands and improvements taxed by the municipality for general municipal purposes in the previous year according to the property tax roll; and
- (b) the value of Crown land under paragraph 6.5.

"Crown land" means land and improvements owned by the Crown or an agent of the Crown in a previous year if the municipality received or is due to receive a grant in lieu of taxes, in respect of the year before the current year;

"population unit cost" means 50% of the net operating cost divided by the total population of all the municipalities.

6.2 Each municipality will pay a share of the operating cost of the Board each year equal to the sum of:

- (a) the product obtained by multiplying the assessment unit cost by the converted assessed value for the municipality; and
- (b) the product obtained by multiplying the population unit cost by the population of the municipality.

6.3 For the purpose of this part, the assessed value of land and improvements will be converted by adding together the products obtained by multiplying the assessed value for each class of property by the percentage set out below for the class:

Class of Property	
1	10%
2	35%
3	40%
4	34%
5	34%
6	24.5%
7	30%
8	10%
9	10%

6.4 For the purpose of the definition of "population unit cost" the population of each municipality will be the most recent population published by the Province of British Columbia, Ministry of Finance and Corporate Relations.

6.5 The value of Crown land will be:

- (a) in the case of Crown land other than Crown land owned by the British Columbia Hydro and Power Authority, the lesser of the assessed value under the Assessment Act for the previous year and the value which would result in a property tax equal to the grant in lieu of taxes if the land and improvements were not crown land, and
- (b) in the case of Crown Land owned by the British Columbia Hydro and Power Authority, the assessed value under the Assessment Act for the year before the previous year, and
- (c) in the case of Crown Land owned by the Government of Canada or by an agent of the Government of Canada, the value, in the year before the previous year, of land and improvements that would result in a property tax equal to the grant in lieu of taxes if the land and improvements were not Crown land.

## **7. OPERATING COSTS - PAYMENT**

7.1 In each year, each municipality will pay to the Board

- (a) on January 1<sup>st</sup> two-twelfths of A, and on the first day of each month from February to November inclusive one-twelfth of A, where A equals the municipality's share of the operating cost for
  - (i) the previous year if the payment is made before the annual operating budget has been approved; and
  - (ii) the current year if the payment is made after the annual operating budget or amended annual operating budget has been approved under paragraph 5.3 or determined under paragraph 5.5.

7.2 In order to adjust the monthly payment required by the preceding paragraph, each municipality must pay, at the same time as the first payment is made after the annual operating budget or amended annual operating budget has been approved an amount calculated by subtracting C from B where

- (i) C equals the total amount of the municipality's payments made or to be made during that year as required by paragraph 7.1;

- (ii) B equals the municipality's share of the operating cost for the current year.

7.3 At the end of each year, the Board will reconcile the accounts and will return any excess payment and each municipality will pay any deficiency to the Board.

## **8. BRANCHES**

8.1 Each municipality will either alone or jointly with one or more of the other municipalities:

- (a) provide premises for each branch or branches in the municipality free of charge, in accordance with Guidelines for Service approved by the Board at the time of establishment of such branch, which combined, are an area in square feet per member of its population, of at least 80% of the average number of square feet per member of population of all the branches provided by the other member municipalities;
- (b) furnish and equip the premises with an initial inventory of telephones, computers and other electronic equipment, millwork, shelving, tables and chairs, floor and window coverings, signage, and a collection of library materials, of a standard or to specifications acceptable to the Board;
- (c) keep the premises in good and substantial repair and condition, ordinary wear and tear excepted, including:
  - (i) regular maintenance and necessary repair or replacement of the heating and cooling plant, plumbing and plumbing fixtures, inside and outside lighting, structural interior fixtures, including doors, handrails, ceilings, and other integral building features, external structures including roof, windows, doors, outside painting or varnishing, sidewalks, parking lot, grounds structure including arbors and sculptures;
  - (ii) snow and ice removal from parking lot and sidewalks;
  - (iii) grounds and sprinkler system maintenance;
  - (iv) provision and maintenance of bicycle racks and benches;
  - (v) provision and upkeep of security alarm systems;
  - (vi) insurance on the building but not the contents.
- (d) reimburse the Board for the costs of feasibility studies and project management requested by that municipality in connection with the purchase, lease, construction, alteration or relocation of a branch provided by that municipality.

8.2 Shelving, furniture and equipment located in a branch library will be the property of the Board.

8.3 The Board will not discontinue the operation of a branch library without the consent of the municipality in which the branch is located or the majority of those municipalities which jointly provided the branch.

8.4 Deleted.

8.5 A branch library will not be relocated without joint agreement between a municipality or the majority of those municipalities that jointly provided the branch, and the Board.

8.6 The Board will have exclusive possession, regulation, control and management of branch libraries.

8.7 Victoria will fulfill its obligations under paragraph 8.1 by paying a share of the operating cost of the Central Library determined under paragraphs 8.8 and 8.9.

8.8 In this paragraph and paragraph 8.9:

"branch floor area per person" means the floor area of all branches outside Victoria divided by the population of all municipalities except Victoria;

"Victoria branch floor area" means the product obtained by multiplying:

- (a) the population of Victoria; by
- (b) the branch floor area per person.

8.9 Victoria's share of the operating cost of the Central Library under paragraph 8.7 will be the fraction obtained by dividing the Victoria branch floor area by the floor area of the Central Library.

8.10 A municipality may fulfill its obligations under paragraph 8.1 by purchasing such portion of the Central Library building or another existing branch, as is approved by the Board, the owners of

the building, and by Council resolution of two-thirds of the other member municipalities, and thereafter by paying its proportionate share of the operating costs of that building. the amount to be paid for purchase of a portion of a building, shall take into consideration the original cost to the current owners, depreciation over the expected period of ownership or lifespan of the building, the fair market value of land, as well as leasehold or other rights or obligations which may attach to it.

- 8.11 (a) Where a building or a part of a building (other than a branch library in terms of paragraph 8.1) is used by the Board for the benefit of all of its member municipalities, and the building or part of the building was paid for by some, but not all of the member municipalities (such as the portion of the Central Library building which is not a branch, and the Technical Services wing of the Juan de Fuca Branch), then those member municipalities which did not contribute to the initial acquisition of such building, or who have not subsequently purchased a portion of such building, will pay reasonable rent to those member municipalities which did contribute to the initial acquisition of the building or who have subsequently purchased a portion of such building.
- (b) For the purposes of paragraph (a), reasonable rent shall be at least \$10 per square foot per annum, or provide a return of 8% on the original cost of the building or part of the building, or such other rent as is agreed by municipalities which, together, were required to pay in the previous year more than half the net operating cost of the Board.
- (c) The rent calculated in terms of paragraph (b) will be borne by those municipal members required to pay it, in the same proportions as the operating budget is shared, and distributed to those member municipalities entitled to receive it, in the same proportions as the building or part of the building is owned by or was paid for by them.

## **9. NEW MEMBERS**

- 9.1 The Board will not recommend a potential new party to this Agreement unless:
- (a) the Board is satisfied that there will be no negative impact on the quality and cost of service for the existing parties;
  - (b) the potential new party has developed, together with the Board, a service plan which identifies the level of service to be offered in the community of the potential new party, including the branch and collection size; and

- (c) the potential new party has agreed to pay for or provide a minimum start-up collection which is acceptable to the Board.

9.2 A service plan under paragraph 9.1(b) may provide for implementation of the plan over a period of time.

9.3 The Board will be responsible for long-term growth and development of the collection.

9.4 Within 2 months of receiving the Board's recommendation to admit a new party to this Agreement, the Council of each municipality will vote to admit or not to admit the new party.

9.5 A new party will not be admitted without the consent of two-thirds of the municipal members.

9.6 A new party will have representation on the Board, the number to be determined by the municipalities on recommendation of the Board.

## **10. TERMINATION AND WITHDRAWAL**

10.1 A municipality may withdraw from this Agreement by notifying the Board and every other municipality in writing.

10.2 A withdrawal is effective on December 31<sup>st</sup> in the year following the year in which notice is given.

10.3 A municipality which has withdrawn:

- (a) ceases to have rights or obligations under this Agreement or otherwise with respect to the Library, except as provided in this paragraph;
- (b) will pay to the Board any adjustment necessary under paragraph 7.3;
- (c) will pay to the Board the cost, if any, of removing patron and bibliographic records from the records of the Board;
- (d) will buy out its share of any existing lease to purchase;
- (e) will continue to be obligated for its share of any uninsured claim against the Board or judgment of a court or tribunal having jurisdiction over the Board arising out of circumstances which existed before the date on which the withdrawal of the municipality is effective;

- (f) will pay to the Board all costs of the Board in administering any collective Agreement then in force which result from the withdrawal.

10.4 The Board will return to, or at the Board's option, compensate the withdrawing municipality or municipalities for the depreciated value, using the Board's depreciation rates, of any books or other library materials, shelving, furniture or equipment normally located in a branch or its share of such items in the case of a municipality which jointly provided the branch; any dispute will be decided under the terms of paragraph 13.

10.5 If this Agreement expires and is not renewed; or if Victoria adopts a bylaw abolishing the library under section 13 of the Library Act:

- (a) the municipalities and the Board will try to reach an agreement in writing as to the distribution of the assets and liabilities of the Board; and
- (b) the terms of this Agreement will remain in force until:
  - (i) an agreement is reached under sub-paragraph (a); or
  - (ii) a resolution has been reached under paragraph 13.

10.6 If the municipalities do not reach an agreement under paragraph 10.5(a) within 6 months of the expiry date of this Agreement, the distribution of the assets and liabilities of the Board will be decided under the terms of paragraph 13.

10.7 If this Agreement is renewed and the renewed Agreement is approved or executed by some, but not all, of the municipalities by the time this Agreement expires, then those municipalities who have not approved or executed the new Agreement, will be deemed to have given the notice of withdrawal referred to in paragraph 10.1, and the terms of paragraph 10.2, 10.3 and 10.4 will apply to them.

## **11. MISCELLANEOUS**

11.1 This Agreement cancels and replaces the Agreement of January 1, 1999 together with the Addenda covering the admission of Central Saanich with effect from January 1, 2002, the admission of View Royal with effect from June 7, 2002, and the extension of the Agreement until December 31, 2005.



## **12. COUNTERPART CLAUSE**

- 12.1 This Agreement may be signed in counterparts that
- (a) have the same effect as if the parties had all signed the same document;
  - (b) will be construed together to be an original document; and
  - (c) will constitute one and the same Agreement.

## **13. DISPUTE RESOLUTION**

- 13.1 In the event of a dispute concerning the terms, interpretation or application of this Agreement, between member municipality or municipalities and the Board or between member municipalities, the dispute will be resolved as follows:
- (a) the parties to the dispute will appoint an independent mediator, with experience in the resolution of commercial disputes, who will assist the parties to reach a mutually acceptable resolution of the dispute within ninety (90) days. Each party will bear their own costs in relation to the mediation process, and the other fees and expenses associated with the mediation process will be shared equally between the parties; and
  - (b) if the dispute is not settled within ninety (90) days, the dispute will be referred to a single arbitrator, appointed pursuant to the provisions of the Commercial Arbitration Act of British Columbia.

IN WITNESS of its terms the parties have executed this Agreement.

THE CORPORATE SEAL of the **CITY OF LANGFORD** was placed on this Agreement in the presence of:

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IN WITNESS of its terms the parties have executed this Agreement.

THE CORPORATE SEAL of the **CORPORATION OF THE TOWNSHIP OF ESQUIMALT** was placed on this Agreement in the presence of:

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IN WITNESS of its terms the parties have executed this Agreement.

THE CORPORATE SEAL of the **DISTRICT OF HIGHLANDS** was placed on this Agreement in the presence of:

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IN WITNESS of its terms the parties have executed this Agreement.

THE CORPORATE SEAL of the **DISTRICT OF METCHOSIN** was placed on this Agreement in the presence of:

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PARTIES TO THIS AGREEMENT:

GREATER VICTORIA PUBLIC  
LIBRARY BOARD (the BOARD)

CORPORATION OF THE DISTRICT OF  
CENTRAL SAANICH (CENTRAL SAANICH)

CITY OF COLWOOD (COLWOOD)

CITY OF LANGFORD (LANGFORD)

CORPORATION OF THE TOWNSHIP  
OF ESQUIMALT (ESQUIMALT)

DISTRICT OF HIGHLANDS (HIGHLANDS)

DISTRICT OF METCHOSIN (METCHOSIN)

CORPORATION OF THE DISTRICT  
OF OAK BAY (OAK BAY)

CORPORATION OF THE DISTRICT  
OF SAANICH (SAANICH)

CORPORATION OF THE CITY  
OF VICTORIA (VICTORIA); and

TOWN OF VIEW ROYAL (VIEW ROYAL)

AGREEMENT
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