

BYLAW #3228

County of Grande Prairie No. 1 Library Board Bylaw

A bylaw of the County of Grande Prairie No. 1 in the Province of Alberta to provide for the establishment of a Municipal Library Board.

WHEREAS, pursuant to the *Libraries Act*, RSA 2000, c. L-11 and amendments thereto, a Council may pass bylaws for the establishment of a Municipal Library Board; and

WHEREAS, the Libraries Act governs the provision of library services within a municipality; and

WHEREAS, pursuant to the Libraries Act, members of the Municipal Library Board are appointed by Council;

WHEREAS, the County of Grande Prairie wishes to establish a Municipal Library Board;

NOW THEREFORE, under the authority of the Libraries Act, the Council of the County of Grande Prairie No. 1, in the Province of Alberta, hereby enacts as follows:

INTERPRETATION

1. This Bylaw shall be cited as the "County of Grande Prairie No.1 Library Board Bylaw".

DEFINITIONS

2. In this Bylaw:
 - 2.1. "Act" means the Libraries Act, RSA 2000, c. L-11 and amendments thereto.
 - 2.2. "Board" means the County of Grande Prairie Library Board established by Council.
 - 2.3. "Council" means the Reeve and Council Members duly elected in the County of Grande Prairie No. 1 and who continue to hold office.
 - 2.4. "Council Member" means a person who is currently a member of the County of Grande Prairie No. 1 Council.
 - 2.5. "County" means the municipality of the County of Grande Prairie No. 1 having jurisdiction under the Municipal Government Act and other applicable legislation.
 - 2.6. "Good Standing" means a Member that has not been sanctioned under the Council Code of Conduct.
 - 2.7. "Municipal Library Board" means the County of Grande Prairie No. 1 Library Board, which is defined as a corporation by the Libraries Act.

ESTABLISHMENT AND DUTIES

3. There shall be established a Municipal Library Board for the County of Grande Prairie No. 1.
4. The Board will perform all duties and exercise all powers imposed upon it by the Act.

5. The Board and the County shall enter into a Letter of Understanding to further clarify roles and responsibilities, hereby attached as Schedule A. The Letter of Understanding may be amended from time to time by motion of Council.

BOARD COMPOSITION AND TERM

6. The Board shall be comprised of seven (7) members appointed by Council at the County's Organizational meeting.
 - 6.1. Two (2) members shall be Council Members in Good Standing.
 - 6.2. Five (5) members shall be Members at Large.
7. Members at Large shall be residents of the County.
8. All appointments shall be made for three (3) year terms.
9. Members may not serve more than three (3) consecutive terms unless two-thirds of Council votes to extend the number of consecutive terms to more than three (3) terms.
10. The Chair shall serve a one (1) year term.
11. A member of the Board continues to hold office until their successor is appointed.

SEVERABILITY

12. Every provision of this bylaw is independent of all other provisions and if any provision is declared invalid by a Court, then the invalid provisions shall be severed and the remainder provisions shall remain valid and enforceable.

REPEAL

13. Bylaws #1452 and #1497A and amendments thereto are hereby rescinded.

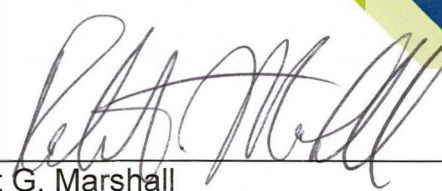
EFFECTIVE DATE

14. This Bylaw shall come into force and effect on the third and final reading thereof.

Read a FIRST time this 13th day of May, 2024.

Read a SECOND time this 13th day of May, 2024.

Read a THIRD time and finally passed this 13th day of May, 2024.



Robert G. Marshall
Reeve



Joulia Whittleton
Chief Administrative Officer

ATTACHMENTS

Schedule A – County of Grande Prairie No. 1 and County of Grande Prairie No. 1 Library Board Letter of Understanding (revised October 31, 2025 - Resolution # CM20251028.008).

LETTER OF UNDERSTANDING

This Agreement made in duplicate

The 31st day of October A.D. 2025

BETWEEN:

THE COUNTY OF GRANDE PRAIRIE NO. 1

In the Province of Alberta

(hereinafter referred to as the "County")

And

THE COUNTY OF GRANDE PRAIRIE NO. 1 LIBRARY BOARD

(hereinafter referred to as the "Board")

OVERALL OBJECTIVE OF THE LETTER OF UNDERSTANDING:

The County of Grande Prairie (the “County”) and the County of Grande Prairie Library Board (the “Board”) seek to clarify and formalize their relationship. To this end, the County and the Board associate in a spirit of cooperation and open communication while preserving their individual corporate identities, in order to provide maximum benefit to ratepayers and library patrons.

Therefore, the County and the Board agree as follows:

DEFINITIONS:

- “Library Board” or “The Board” means the Board of Trustees of the County of Grande Prairie No. 1 Library Board appointed by the County of Grande Prairie Council.
- “Council” means the Reeve and Councillors of the County of Grande Prairie.
- “County” means the County of Grande Prairie No 1.
- “Library” or “Libraries” refers to the library facilities operated by the Library Board.
- “Library Director” means the executive officer for the Library Board or designate.

GOVERNANCE:

1. That their relationship will be governed by the *Libraries Act* and *Libraries Regulation* of the Province of Alberta.
2. The Library Board has been established by County Council through Bylaw 3228, in accordance with the *Libraries Act*.
3. The Board provides a community service on behalf of the County.
4. Benefits to ratepayers and library patrons are greatest when the County and the Board work cooperatively to maximize the use of available resources.
5. The County and the Board intend for the delivery of the most effective library service possible, while recognizing the dependence of quality service upon financial, physical and human resources.
6. The County currently provides in-kind services to the Board which include but are not limited to payroll services; human resources; and consulting services.
7. There are areas which require flexibility and cooperation from the County and the Board.

FINANCE:

8. That the Board will annually present their budget to Council, following consultation with the County during their annual budget process, to ensure adequate funding is identified and presented for approval by Council to provide a level of library service expected by the community.
9. The County will issue the full amount of funds approved by Council, less payroll and benefits, to the Library Board before January 31. If the Board's budget approval is deferred to final budget, the County will issue one half of the requested funding, with the remainder or approved funding to be paid following final approval.
10. The County will invoice the Library Board for costs that are additional to the in-kind services provided by the County that are outlined in section 6.
11. That the Board agrees to abide by standard accounting practices and procedures that are acceptable to the County.
12. The Board may maintain a library reserve fund to be allocated according to Board policies. The Board determines use of funds in the Library Reserve. If in a given year a surplus accrues in the Board's budget, that amount is deposited into the reserve account as designated by the Board.
13. That payroll services for library staff are provided by the County, but are included in the Board's budget. The approved budgeted amount for wages and benefits will be held by the County and expenses reported to the Board monthly. When changes to the County Salary Grid are approved by Council, Council may increase the library board funding in its budget accordingly to accommodate the change.

PERSONNEL:

14. That all Library staff members are employees of the Board, and function under the Board's policies. The Board has chosen to mirror relevant County personnel policies and apply these policies to all the Board's employees, in order to ensure smooth administrative operations between County and Library staff.
15. The Board has chosen to receive human resources services from the County and may direct its employees to follow applicable County policies relative to those services.
16. That the Board determines salaries and benefits paid to its employees. The Board has chosen to follow the County's Salary Grid and compensation philosophy. Library staff wages will be comparable to similar positions at the County. Library positions will be included by the County in scheduled salary surveys.
17. The Board uses County benefits packages and pays costs incurred therein.
18. Library staff members will be included in the County's Safety Program.

19. As per Board policy, the Board alone is responsible for the employment (including hiring, supervising, evaluation, termination, and the like) of the Library Director.
20. The County provides support through the Community Services area, in order to increase collaboration between the Libraries and other public facing municipal services. The General Manager, Community Services will serve as the liaison between the Library Board and County Council.

FACILITIES:

21. That the County provides space in the former Hythe Municipal Building to the Library Board for the provision of library services and programs to the Hamlet of Hythe and West County residents. A lease agreement will be in place between the parties. The Building is wholly owned by the County.

INSURANCE:

22. That all Library facilities, furnishings, capital equipment, and other holdings are adequately insured under the Library Board's insurance policies, provided by the County as an Additional Named Insured (ANI). The Board shall purchase a comprehensive general liability insurance of not less than two (2) million dollars per occurrence. Costs of such insurances are included as expenditures in the Library budget.

DISPUTE RESOLUTION:

23. The Board and County shall attempt to resolve any dispute arising out of or relating to this agreement through amicable discussion between the parties. If the matter is not resolved by negotiation within 6 months, the parties shall appoint a mediator to attempt to resolve the dispute.

REVIEW:

24. That the terms of this Letter of Understanding are subject to review every three (3) years, at a time mutually agreeable to the County and the Board. Either party to the agreement may notify the other in writing of proposed amendments prior to the three-year review. This agreement remains in effect unless the review deems any amendments appropriate.

TERMINATION:

25. Either party may terminate this agreement at any time without cause by providing notice in writing to the other party of not less than one (1) year.

In witness whereof the parties have hereunto executed this document on the date first written.

THE COUNTY OF GRANDE PRAIRIE NO. 1

Amanda McDonald, County Reeve


Amanda McDonald (Nov 10, 2025 10:35:25 MST)

Joulia Whittleton, County CAO


Joulia Whittleton (Nov 3, 2025 09:42:11 MST)

THE COUNTY OF GRANDE PRAIRIE NO. 1 LIBRARY BOARD

Leanne Germann, Library Board Chair


Leanne Germann (Oct 31, 2025 13:59:07 MDT)

Serena Boyte-Hawryluk, Library Director


Serena Boyte-Hawryluk