

MEMORANDUM OF AGREEMENT MADE THIS 1st DAY OF November A.D., 1993

BETWEEN: THE IMPROVEMENT DISTRICT OF YELLOWHEAD NO. 14
(hereinafter referred to as the "Improvement District")

OF THE FIRST PART

AND: The Town of Hinton, in the Province of Alberta
(hereinafter referred to as the "Town")

OF THE SECOND PART

WHEREAS the Town has established a municipal library for the benefit of the residents of the Town of Hinton and the residents of the Improvement District of Yellowhead No. 14;

AND WHEREAS the Improvement District wishes to cost share with the Town in the operation of the library;

THE PARTIES to this Agreement in consideration of the mutual terms, covenants and conditions to be observed and performed by each party agree as follows:

1. The Town shall maintain a municipal library in accordance with the provision of the Libraries Act, R.S.A., 1980, within the boundaries of the Town of Hinton.
2. The Town shall establish a library board to regulate and control the municipal library.
3. The Improvement District shall pay an annual amount to the Town to aid in the operations of the municipal library.
4. Upon the Town completing it's annual audit, the Town shall submit a statement to the Improvement District requesting payment of the Improvements District's share of the previous years operational deficit. The outstanding balance shall be paid within sixty (60) days of an invoice and an audited statement being received at the Improvement District office. This shall be calculated in accordance with the following formula:

Average membership
 sold to I.D. residents
during last 5 years x Previous Years = Improvement
 Average total Operational District
 memberships sold Contribution Contribution
 during last 5 years

See attached Schedule A for membership statistics.

5. The Town shall require the library board to collect circulation data showing the number of books withdrawn by improvement district residents and by town residents. This data shall be supplied annually to both parties.
6. The Improvement District's contribution for library services during 1991 and 1992 shall be made in accordance with terms and conditions of this agreement.
7. The Improvement District's contribution shall not exceed \$35,000 in any one year.
8. This Agreement may be terminated by either party to this Agreement giving six (6) months notice in writing to the other of the intention to terminate the Agreement. Termination will be effective on the following 31st day of December.
9. This Agreement may be amended by mutual written consent of the parties hereto.
10. The Town shall indemnify and hold harmless the Improvement District, his employees, and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Town, her employees or agents, in the performance by the Town of this Agreement.

Such indemnification shall survive termination of this Agreement.

The Improvement District shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Town, its employees, or agents in the performance of this Agreement.
11. For the purpose of this Agreement, the addresses of the parties shall be as follows:

The Improvement District of Yellowhead No. 14
 2716 - 1st Avenue
 Edson, Alberta
 T7E 1N9

The Town:

TOWN OF HINTON
813 Switzer Drive
Hinton, Alberta
T7V 1V1

IN WITNESS WHEREOF the parties hereto have affixed their signatures below.

Mary Nordvedt.
WITNESS

Leroy Broome
Ken [Signature]
CHAIRMAN, ADVISORY COUNCIL
FOR THE IMPROVEMENT DISTRICT
OF YELLOWHEAD NO. 14

WITNESS

[Signature]
MAYOR, TOWN OF HINTON

WITNESS

[Signature]
MUNICIPAL SECRETARY
TOWN OF HINTON

**SCHEDULE A
MEMBERSHIP STATISTICS
HINTON AND DISTRICT PUBLIC LIBRARY**

YEAR	TOWN RESIDENTS	I.D. RESIDENTS	TOTAL
1987	1,486	105	1,591
1988	1,705	118	1,823
1989	1,589	128	1,717
1990	1,575	156	1,731
1991	1,914	212	2,126
TOTALS	8,269	719	8,988
AVERAGE	1,654	144	1,798

For 1992, the calculation of average memberships shall use data from 1987 to 1991 inclusive.

I.D. Memberships

$\frac{\text{Total Memberships}}{\text{Previous Years Operational Deficit}} \times = \text{Total I.D. Contribution (not to exceed \$35,000.00 in any one year)}$