



An Agreement
by and between
the parties comprising
Marigold Library System

January 1, 1984
Amended January 1, 1995
Amended April 15, 2000
Amended August 2002
Amended November 1, 2002
Amended June 20, 2007
Amended April 22, 2008
Amended August 1, 2008

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An Agreement by and between
the parties comprising the
Marigold Library System

This Agreement is made as of the 1st day of January, 1984, with amendments to August 1, 2008, between such of the municipalities, improvement districts and special areas contained in Schedule A as have appropriately ratified, endorsed and executed this Agreement or terms identical to this Agreement.

BECAUSE the *Alberta Libraries Act, Chap. L-11*, as amended, hereinafter referred as the Act provides:

- a) that a municipality, improvement district, special area, Métis settlement or school authority may enter into an agreement to associate with one or more such organizations to establish, maintain and operate a library system,
- b) for a library system board so established to be a body politic and corporate as set out in the Act, and
- c) that the Minister may make a grant upon the establishment of the library system and may thereafter make annual grants where the Minister decides that the library system is providing satisfactory service;

AND BECAUSE the Parties to the Agreement:

- a) desire to associate to provide an enhanced, public library service to their residents,
- b) are prepared to jointly finance and operate a library system service to their residents,
- c) recognize that the most effective way to provide a high quality of library service is through cooperation,
- d) agree that all library materials which are available through their respective library service points shall be accessible, to the residents of all Parties, and
- e) recognize the responsibility of each Party to have a representative fully participating in the management of the Marigold Board;

NOW the Parties to this Agreement agree with each other as follows:

1. Schedules A, B and C are attached to and form part of this Agreement.
2. When used in this Agreement, the terms defined in Schedule B have the same meaning as they have in the Act.

Name

3. There is hereby established a library system known as Marigold Library System, herein referred to as "Marigold".

Operation

4. The Parties to this Agreement shall maintain and operate Marigold in accordance with the Act and any regulations promulgated under the Act, herein referred to as the "Regulation".
5. The Parties to this Agreement shall provide a public library service to all their residents through the library system as defined by this Agreement.
6. The Parties to this Agreement shall make all library materials belonging to Marigold and local libraries accessible to the residents of all Parties.

The Marigold Library Board

7. The general management, regulation and control of Marigold is vested in and shall be exercised by the board of management known as "the Marigold Library Board", (herein referred to as "Marigold Board"), with the powers and duties set out in the Act.
8. Each Party to this Agreement shall appoint one member to Marigold Board and maintain that membership during the term of this Agreement. Where there is a municipal library board the Party to this Agreement shall appoint one member from that board to be its member of Marigold Board.
9. Appointments to the Board shall be for a term of not more than three (3) years. A person may serve for more than nine (9) consecutive years with the approval of 2/3 of all the members of the appointing Party's council.
10. Marigold Board shall be governed by the Act, this Agreement, and the governing documents adopted by the Marigold Board.
11. Marigold Board shall establish an executive committee of not more than ten (10) persons, and that committee shall oversee the general operations of Marigold between Marigold Board meetings, and carry out such further activities as may be directed by the Marigold Board.
12. Marigold Board shall engage a Director, whose responsibility shall be the administration of Marigold. Marigold Board shall fix the compensation and all other terms of employment of the Director.
13. Marigold Board may engage additional employees for the operation of Marigold as Marigold Board considers advisable and fix their compensation and other terms of employment.
14. Marigold Board shall maintain adequate insurance coverage for its property and operations.
15. Marigold Board shall cooperate with other libraries, library systems, resource libraries, and with the Government of Alberta in the development, maintenance and operation of networks for sharing library resources.

Powers and duties of local boards

16. The powers and duties of municipal library boards within Marigold shall be as set out in the Act and Regulation and in this Agreement.
17. Each municipal library board with Marigold shall:
 - a) comply with the Act and Regulation in the provision of library service to the residents of the municipality,
 - b) appoint and dismiss such local employees as are necessary for the provision of library service to the community with final authority resting with the local board,
 - c) act as liaison between the community and Marigold Board, communicate Marigold Board policy to the community, and bring the needs of the community to the attention of Marigold Board and the Director,
 - d) in cooperation with Marigold Board, set guidelines for the operation of the library including minimum number of library hours, management, use and services,
 - e) provide access to all additional books, periodicals and other library materials purchased or acquired and paid for from the local board's own financial sources,
 - f) cooperate with Marigold Board in implementing system-wide policies,
 - g) submit file copies of all library policies, bylaws, goals and objectives, and plan of service documents to Marigold Board,
 - h) in general, perform such duties as are necessary to operate library service successfully in the community,
 - i) forward a copy of its budget for the current year, a copy of its annual report, and an audited statement for the preceding year to the Marigold Board on or before June 30.
18. The duties of community library advisory boards within Marigold shall be outlined in Marigold policy. Such duties shall not conflict with any provincial legislation.

Financial

19. The fiscal year of Marigold and Marigold Board shall be January 1 to December 31, both dates inclusive, or as may be amended by the Marigold Board from time to time.
20. The population of a municipality that is a Party to this Agreement shall be deemed to be the population for the municipality published by the Department of Municipal Affairs for the fiscal year prior to the fiscal year in which the requisition is paid.
21. Each Party to this Agreement shall pay to Marigold Board the annual per capita requisition as set out in Schedule C by February 15 in each year.
22. Each municipal library board in Marigold shall pay from its revenue to Marigold Board the annual per capita requisition as set out in Schedule C by October 31 in each year. The population served by a municipal board shall be that of the corresponding Party as determined in paragraph 20.

23. Increases or decreases of per capita levies in Schedule C constitute an amendment to the Agreement, which shall be in accordance with paragraph 45.
24. Each municipal library board shall pay to Marigold Board 50% of non-resident fees. Payment shall be made by October 1 in each year.
25. Marigold Board shall keep distinct and regular accounts of its receipts, payments, credits, assets and liabilities and shall have these accounts for each fiscal year audited by an independent public accountant. Such accounts shall be kept in accordance with generally accepted accounting practices as defined in the Handbook of the Canadian Institute of Chartered Accountants.
26. Marigold Board shall cause financial statements for each fiscal year to be prepared by an independent public accountant by the last day of March in the year following the fiscal year to which they relate.
27. Marigold Board shall apply to the Government of Alberta for all library grants for which it is eligible, in accordance with the Community Development Grants Regulation.
28. Any Party not having a municipal library board authorizes the Marigold Board to apply for grants on their behalf under the Community Development Grants Regulation.
29. Municipal library boards may retain any revenues generated at the local level, and may expend such funds as they see fit to provide library services to their communities, subject to the payments required in paragraphs 20 and 22.

Services provided by Marigold Board

30. Marigold Board shall equip, establish, and maintain a public library system service for the residents of the Parties to this Agreement and the services provided shall include:
 - a) technical services,
 - b) materials and collections,
 - c) consultative services,
 - d) delivery and communications,
 - e) resource sharing,
 - f) programs and services,
 - g) training and continuing education, and
 - h) universal library card.

Expansion of Marigold

31. The Parties to this Agreement agree that any municipality listed in Schedule A may become a Party to this Agreement and a member of the Marigold Board by:
 - a) signing an agreement with Marigold Board incorporating the terms and conditions of this Agreement as amended,
 - b) complying with the terms of this Agreement, and
 - c) receiving the approval of the Minister.
32. Marigold Board shall set policy concerning terms and conditions for integrating library services for acceptance of new or returning Parties to this Agreement.
33. The date of admission shall be determined by Marigold Board.
34. Any Party to the Agreement admitted to Marigold after April 1 in any year shall pay a pro rata share of the annual requisition within 30 days of date of admission.

Reports

35. Marigold Board shall make an annual report on the operation of Marigold to the council and to the local board of each Municipal Authority and to the Minister within 14 days after the Annual Meeting of Marigold Board in the year following the year for which the annual report was prepared.
36. Marigold Board shall provide a copy of the financial statements prepared and certified by the independent public accountant to the Minister and to the local boards and council of the Municipal Authorities within 60 days of the receipt of the financial statements by Marigold Board.
37. The Marigold Board shall, prior to September 15 of each year, submit to the Parties of this Agreement and library boards of the Municipal Authorities an estimate of the money required during the next fiscal year to operate and manage the library system.

Ownership of Property

38. All books, periodicals, library materials and other real and personal property belonging to a local board shall remain the property of that board unless:
 - a) it is given to Marigold Board by resolution of a local board, duly ratified by the Municipal Authority of which it is a part, OR
 - b) it is sent to Marigold, with the approval of a local board, for withdrawal or permanent re-assignment to another local library of the system.
39. All books, periodicals, library materials and other real and personal property, including intellectual property acquired by Marigold Board, shall be the property of Marigold Board unless it is given to a local board or Party to this Agreement by resolution of Marigold Board.

Withdrawal and Termination

40. Any Party to this Agreement may withdraw from this Agreement in accordance with the Act, section 22. Any notice of withdrawal shall be received by Marigold Board by December 31 of any year to be effective at the end of Marigold's next fiscal year.
41. If a Party to this Agreement withdraws from the Agreement pursuant to section 22 of the Act, that Party shall be deemed to have forfeited any right, title or interest in the assets of the Marigold Board.
42. Marigold Board may expel any Party hereto from this Agreement for substantial misconduct or breach of this Agreement upon motion by the executive committee. At least 60 days written notice stating specific grounds for the motion shall be delivered to all the Parties to this Agreement and all local boards and be voted upon at the next General meeting after the notice period has expired. The motion shall be passed only upon a majority comprising 75% of the Marigold Board members in attendance at said meeting.

Extension

43. The provisions of this Agreement shall be binding upon the Parties to this Agreement and any of their successors.
44. A separate Agreement may be negotiated by Marigold Board with First Nations to acknowledge the different administrative and funding procedures, and to define the type and extent of library service.

Amendment

45. This Agreement shall be amended by a motion for amendment passed by Marigold Board. Such amendment shall be effective upon receipt by Marigold Board of written notification from 60% of the Parties to this Agreement representing 60% of the people living within the boundaries of Marigold that they so authorized such amendment. The Parties to this Agreement shall conform to such amendment upon notification from Marigold Board that the amendment is in effect.

Entire Agreement

46. This Agreement, including all schedules appended, constitutes the entire Agreement between the Parties with respect to the subject matter and all prior Agreements, representations, statements, negotiations, and undertakings by and between the Parties to this Agreement are superseded hereby.

Execution in Counterpart

47. This Agreement may be executed in counterpart and all the executed counterparts together shall constitute this Agreement.

IN WITNESS THEREOF the undersigned being one of the Parties set out in Schedule A to this Agreement has duly executed this Agreement.

Name of the Party to this Agreement

Municipal Authority

Municipal library board

Signed, sealed and delivered the

_____ day of _____, 20 _____

in the presence of:

Witness

Schedule A

Parties which shall be admitted to Marigold Library System:

1. Council of the Municipal District of Acadia #34
2. Council of the Village of Acme
3. Council of the City of Airdrie
4. Council of the Town of Banff
5. Council of the Village of Beiseker
6. Council of the Municipal District of Bighorn #8
7. Council of the Town of Black Diamond
8. Council of the Town of Canmore
9. Council of the Village of Carbon
10. Council of the Village of Cereal
11. Council of the Town of Chestermere
12. Council of the Town of Cochrane
13. Council of the Village of Consort
14. Council of the Town of Crossfield
15. Council of the Village of Delia
16. Council of the Town of Drumheller
17. Council of the Village of Empress
18. Council of the Municipal District of Foothills #31
19. Council of the Summer Village of Ghost Lake
20. Council of the Town of Hanna
21. Council of the Town of High River
22. Council of the Village of Hussar
23. The Minister of the Department of Municipal Affairs (I.D. #9 Banff)
24. Council of the Town of Irricana

25. The Minister of Tourism, Parks, and Recreation (Kananaskis Improvement District)
26. Council of Kneehill County
27. Council of the Village of Linden
28. Council of the Village of Longview
29. Council of the Village of Morrin
30. Council of the Village of Munson
31. Council of the Town of Okotoks
32. Council of the Town of Oyen
33. Council of the Village of Rockyford
34. Council of the Municipal District of Rocky View #44
35. The Minister of the Department of Municipal Affairs for Special Areas #2, #3, #4
36. Council of the Village of Standard
37. Council of Starland County
38. Council of the Town of Strathmore
39. Council of the Town of Three Hills
40. Council of the Town of Trochu
41. Council of the Town of Turner Valley
42. Council of the Village of Veteran
43. Council of the Summer Village of Waiparous
44. Council of Wheatland County
45. Council of the Village of Youngstown

Schedule B

Definitions

In the Agreement to which the Schedule is attached:

- a) "accessible" - library resources shall be available to all residents of the Parties to the Agreement in the same way as to residents served by the local library. If use is restricted in a local library the restriction shall apply to all residents in the system;
- b) "community library" - a library formed by an association of persons, whether incorporated or not, and designated by the Minister as a community library board pursuant to Part 3 of the Act. Under the Act, a community library board may be dissolved when the municipality joins a regional library system. Marigold continues to use the term "community library" for those service points for which Marigold Board is the board of record;
- c) "improvement district" - a municipal authority constituted under the authority of the Municipal Government Act;
- d) "independent public accountant" - a person holding a recognized professional accounting designation such as C.A. (Chartered Accountant), R.I.A. (Registered Industrial Accountant), C.G.A. (Certified General Accountant) or a similarly qualified individual;
- e) "intellectual property" – anything created on behalf of the System which results from intellectual process. Intellectual property includes, but is not limited to, literary works (any written work intended to provide information, instruction or pleasure), artistic works, and computer program files. Such works and information may be stored in any format, including machine-readable code. Intellectual property specifically includes Marigold's automated files and databases, including, but not limited to, TRAC (The Regional Libraries Computer Automation Systems Consortium (TRAC) Society);
- f) "library system" - a library established pursuant to Part 2 of the Act;
- g) "local library" - a municipal library or a community library;
- h) "local board" - a municipal library board;
- i) "Minister" - the member of the Executive Council charged by the Lieutenant Governor with the administration of the Act;
- j) "Municipal Authority" - any municipality, improvement district or special area which is a Party to the Agreement;
- k) "municipal library" - a library established pursuant to Part 1 of the Act;
- l) "municipality" - any city, town, village, summer village, or municipal district;
- m) "non-resident" - a person residing in a municipality, improvement district or special area that is not a Party to the Agreement;
- n) "special area" - a municipal authority constituted under authority of the Special Areas Act.

Schedule C

Attached to and part of the Agreement by and between the Parties comprising the Marigold Library System.

Part I For those municipalities without library boards

The requisition by the Marigold Board to municipalities, special areas, or improvement districts without a library board shall be as follows for the period stated:

2009 ~ \$7.04 per capita paid to Marigold Library System

2010 ~ \$7.04 per capita paid to Marigold Library System

2011 ~ \$7.04 per capita paid to Marigold Library System

Part II For those municipalities with library boards

The requisition by the Marigold Board to municipalities having municipal library boards shall be as follows for the period stated:

2009 ~ \$4.70 per capita to be paid directly to Marigold Library System

2010 ~ \$4.70 per capita to be paid directly to Marigold Library System

2011 ~ \$4.70 per capita paid directly to Marigold Library System

Part III For municipal library boards

The requisition by the Marigold Board to municipal library boards shall be as follows for the period stated:

2009 ~ \$4.50 per capita to be paid directly to Marigold Library System

2010 ~ \$4.50 per capita to be paid directly to Marigold Library System

2011 ~ \$4.50 per capita paid directly to Marigold Library System

IN WITNESS THEREOF the undersigned being one of the Parties set out in Schedule A to this Agreement has duly executed this Agreement.

Name of the Party to this Agreement

Municipal Authority

Municipal library board

Signed, sealed and delivered the

_____ day of _____, 20____
in the presence of:

Witness

Retain one copy for your files and forward one copy to Marigold Library
System headquarters