

If agreement is dated 2004

Marigold gets extra  
Provincial Funding -

Does not affect

County Requisition

amount for 2005

JW

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

January 1, 1984

Amended January 1, 1995

Amended April 15, 2000

Effective July 1, 2000

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

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This Agreement is made as of the first (1st) day of January, 1984, with amendments to April 2000, 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.

**WHEREAS** the Alberta Libraries Act provides:

- a) that a municipality, improvement district, special area, Metis 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 Alberta Libraries 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 WHEREAS** the Parties to the Agreement:

- a) desire to associate to establish, maintain and operate a library system pursuant to the Alberta Libraries Act to provide a 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, and
- d) agree that all library materials which are available through their respective municipal libraries and community libraries (outlets) should be accessible,
- e) encourage the Marigold Board member to attend all meetings of Marigold, or arrange for an alternate;

**AND WHEREAS** the Parties to this Agreement have each carried out all requirements in order to enter into this Agreement;

**NOW THEREFORE** this Agreement witnesses that the Parties to this Agreement jointly and severally covenant and 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 Alberta Libraries Act.

### Name

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

### Operation

4. The Parties to this Agreement shall maintain and operate Marigold in accordance with the Act and Regulation as amended from time to time.
5. The Parties to this Agreement shall provide a public library service to all their residents through the library system established by this Agreement in the manner and upon the terms set out in this Agreement.
6. The Parties to this Agreement shall make all library materials belonging to Marigold and local libraries accessible.

### 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", hereinafter referred to as Marigold Board, having 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 and a person may not be appointed for more than three consecutive terms totaling nine (9) years.
10. Marigold Board shall be governed by the Act, this Agreement, and the constitution and rules of Marigold Board.
11. Marigold Board shall engage a Director, having qualifications and experience of a librarian, whose responsibility shall be the administration of Marigold. Marigold Board shall fix the compensation and all other terms of employment of the Director.
12. Marigold Board may engage such employees for the operation of headquarters, as Marigold Board considers advisable and fix their compensation and other terms of employment.
13. 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**

14. The powers and duties of municipal library boards within Marigold shall be as set out in Part 2 of the Act and in this Agreement.
15. The duties of community library advisory boards within Marigold shall be outlined in Marigold policy.
16. Each local board with Marigold shall:
  - a) comply with the 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, interpret 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.

### **Financial**

17. The fiscal year of Marigold and Marigold Board shall be January 1 to December 31, both dates inclusive.
18. 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.
19. Each Party to this Agreement shall pay to Marigold Board the annual per capita requisition as set out in Schedule C before February 15 in each year.
20. 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. The population served by a municipal board shall be that of the corresponding Party as determined in paragraph 18. Each municipal library board shall pay to Marigold Board 80% of non-resident fees. Payment shall be made before October 1 in each year.

21. Increases or decreases of per capita funding levies in Schedule C constitute an amendment to the Agreement, which shall be in accordance with paragraph 40.
22. 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.
23. Marigold Board shall cause financial statements for each fiscal year to be prepared by an independent public accountant by the last day of February in the year following the fiscal year to which they relate.
24. 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.
25. The financial relationship between the Marigold Board and any Party not having a municipal library board shall be that the municipality authorizes the Marigold Board to apply for grants on their behalf under the Community Development Grants Regulation.
26. 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 paragraph 20.

### **Services provided by Marigold Board**

27. 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,
  - h) universal library card,
  - i) grants for specified services.

### Expansion of Marigold

28. 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 signing an Agreement containing the terms and conditions of this Agreement as amended and complying with the terms of this Agreement as amended.
29. The date of admission shall be determined by Marigold Board.
30. The per capita requisition shall be paid within 30 days of admission. The requisition shall be prorated for any municipality admitted after April 1.

### Reports

31. Marigold Board shall make an annual report on the operation of Marigold to the council and to the local board or advisory committee 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.
32. 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.
33. 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

34. 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.
35. 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:
  - a) it is given to a local board or Party to this Agreement by resolution of Marigold Board OR
  - b) it is disposed of through division of assets as set out in Paragraph 37.

### Division of Assets

36. Where a Municipal Authority does not have a local library operating and where it passes a resolution to cease participation in Marigold in accordance with the Libraries Act, it shall not participate in any division of assets.
37. Where a Municipal Authority does have a local library operating and where it passes a resolution to cease participation in Marigold in accordance with the Act, there shall be a division of assets with regard to it based on the following procedure:
  - a) division of assets, if any, shall be decided by a committee of three people, one appointed by Marigold Board, one by the council of the Municipal Authority and one mutually agreed upon by Marigold and the Municipal Authority, and all to be appointed within 15 days of the date the withdrawal is effective,
  - b) the committee shall meet within 15 days of the appointment of the committee,
  - c) the decision of the committee shall be final and a copy of its report shall be presented within 60 days of the date the withdrawal is effective to Marigold Board, the council of the Municipal Authority and the Minister,
  - d) until the committee's report has been presented, no library material, equipment or furniture shall be removed from the library, except by customers in the normal usage of the library's materials  
AND
  - e) in making its decision on the division of assets, if any, the committee shall take into consideration the following:
    - i) assets of the local library at the time it entered Marigold.
    - ii) the length of time the local library has been in existence following the entrance of the Municipal Authority into Marigold,
    - iii) the assets of Marigold Board in respect to the population of the Municipal Authority,
    - iv) any other considerations the committee deems appropriate.

### Extension

38. The provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors and all eligible Parties which may join in this Agreement with the original Parties.
39. 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**

40. This Agreement shall be amended according to 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 with such amendment upon notification from Marigold Board that this paragraph has been fulfilled.

### **Entire Agreement**

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

### **Continuance**

42. The terms, provisions, and representations contained in this Agreement shall survive, and shall continue in full force and effect until the withdrawal of a Party in accordance with the Libraries Act.

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

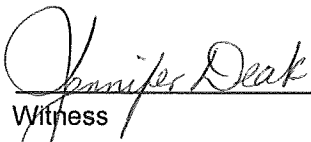
\_\_\_\_\_  
Name of the Party to this Agreement

  
\_\_\_\_\_  
Municipal Authority

\_\_\_\_\_  
Municipal library board

Signed, sealed and delivered the

5th day of JANUARY, 20 05  
in the presence of:

  
\_\_\_\_\_  
Witness

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

## 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<br>Municipal Affairs (Lake Louise) | Improvement District #9 |
| 24. | Council of the Village of  | Irricana                |

Schedule A - continued

25.	The Minister of Community Development	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 Area #2
36.	The Minister of the Department of Municipal Affairs for	Special Area #3
37.	The Minister of the Department of Municipal Affairs for	Special Area #4
38.	Council of the Village of	Standard
39.	Council of	Starland County
40.	Council of the Town of	Strathmore
41.	Council of the Town of	Three Hills
42.	Council of the Town of	Trochu
43.	Council of the Town of	Turner Valley
44.	Council of the Village of	Veteran
45.	Council of the Summer Village of	Waiparous
46.	Council of	Wheatland County
47.	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 this 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 pursuant to Part 3 of the Alberta Libraries Act, 1984 and Libraries Amendment Act, 1998. Under the Act, Community Libraries are dissolved and become outlets upon joining a regional library system. Marigold continues to use the term "community libraries".
- c) "division of assets" - the receipt of a portion of the assets of Marigold Board by any Party when that Party ceases to be a Party to this Agreement in accordance with the Libraries Act or on termination of this Agreement without its replacement by a similar Agreement.
- d) "improvement district" - a municipal authority constituted under the authority of the Municipal Government Act;
- e) "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.
- f) "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.
- g) "library system" - a library established pursuant to Part 3 of The Alberta Libraries Act, 1984 and Libraries Amendment Act, 1998.
- h) "local library" - a municipal library or a community library (outlet);
- i) "local board" - a municipal library board or a community library advisory board;
- j) "Minister" - the member of the Executive Council charged by the Lieutenant Governor with the administration of the Alberta Libraries Act, 1984 and Libraries Amendment Act, 1998.
- k) "Municipal Authority" - any municipality, improvement district or special area which is a Party to this Agreement;
- l) "municipal library" - a library established pursuant to Part 1 of The Alberta Libraries Act, 1984 and Libraries Amendment Act, 1998.
- m) "municipality" - any city, town, village, summer village, or municipal district;
- n) "non-resident" a person residing in a municipality, improvement district or special area that is not a Party to this Agreement;
- o) "outlet" - (see b)
- p) "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 contributions to the Marigold Library System by counties, municipal districts, special areas, improvement districts or any other municipality without a library board shall be as follows for the period stated:

- 2004 ~ \$6.75 per capita paid to the Marigold Library System
- 2005 ~ \$6.94 per capita paid to the Marigold Library System
- 2006 ~ \$6.94 per capita paid to the Marigold Library System

### **Part II For those municipalities with library boards**

The contributions to the Marigold Library System by municipalities having municipal library boards shall be as follows for the period stated:

- 2004 ~ \$4.50 per capita to be paid directly to Marigold Library System
- 2005 ~ \$4.63 per capita to be paid directly to Marigold Library System
- 2006 ~ \$4.63 per capita to be paid directly to Marigold Library System

### **Part III For municipal library boards**

The contributions to the Marigold Library System by municipal library boards shall be as follows for the period stated:

- 2004 ~ \$4.61 per capita to be paid directly to Marigold Library System
- 2005 ~ \$4.61 per capita to be paid directly to Marigold Library System
- 2006 ~ \$4.61 per capita to be paid directly to Marigold Library System