



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
Amended January 29, 2022
Amended November 26, 2022

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An Agreement by and between
the parties comprising the
Marigold Library System
(hereinafter referred to as "this Agreement")

This Agreement is made as of the 1st day of January 1984, with amendments to January 29, 2022, 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 *Libraries Act and Regulation R.S.A. 2000 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 corporation 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 this Agreement:

- a) desire to collaborate to provide 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 collaboration,
- d) are prepared to support the development and maintenance of public library services through the Library System for the benefit of all parties, including the party that signs this Agreement,
- e) agree that all library materials which are available through their respective Library Service Points shall be Accessible to the residents of all Parties, and
- f) recognize the responsibility of each Party to have a representative fully participating in the management of 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 below have the same meaning as they have in *the Act*, unless otherwise defined in this Agreement.
 - 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" - Marigold uses the term "Community Library" for those libraries (Library Service Points) located in member municipalities that do not have a Library Board.
- c) "Community Library Incorporated Society" – a Society incorporated or continued under the *Societies Act R.S.A. 2000 Chap.S-14*, that oversees the day-to-day operations and supervision of a library in a Municipality that does not have its own Library Board.
- d) "Governing Board" – Marigold Board is the "Governing Board" for municipalities that have not formed a Library Board as set out in *the Act*. These municipalities have signed this Agreement to become members of Marigold Library System, and in return Marigold Board provides public library services and promotes the value of public libraries to residents in those municipalities. Marigold also complies with the provincial requirements for reporting and for distribution of provincial per capita grants for those municipalities.
- e) "Independent Public Accountant" - a person holding a recognized professional accounting designation such as CPA (Chartered Professional Accountant), CA (Chartered Accountant), CMA (Certified Management Accountant), CGA (Certified General Accountant), or a similarly qualified individual.
- f) "Intellectual Property" – anything created by or on behalf of Marigold 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. Intellectual Property specifically includes Marigold's automated files and databases.
- g) "Intermunicipal Library Board" - a Library Board established pursuant to Part 1.1 of *the Act*.
- h) "Library Board" - a Municipal or Intermunicipal Library Board.
- i) "Library Service Point" – in accordance with *the Libraries Regulation* (hereinafter referred to as "*the Regulation*" under *the Act*, refers to a facility that provides public library services under the control and management of a board.
- j) "Library System" - a Library System established pursuant to Part 2 of *the Act*.
- k) "Local Library" - a Municipal Library, Intermunicipal Library, or a Community Library.
- l) "Minister" - the Minister with authority for public libraries as defined in *the Act*.
- m) "Municipal Library Board" - a Library Board established pursuant to Part 1 of *the Act*.
- n) "Member Municipality" - any incorporated city, town, village, summer village, municipal district, special area, improvement district or any other eligible entity that is or could become a party to this Agreement.
- o) "Personal Property" – any movable or intangible thing that is subject to ownership and not classified as Real Property.
- p) "Real Property" - land and anything growing on, attached to, or erected on it, excluding anything that may be severed without injury to the land. Real property can be either corporeal (ex. soil and buildings) or incorporeal (ex. easements).

Name

3. There is hereby established by Ministerial Order, a Library System known as the Marigold Library Board as set out in Section 14(2) of *the Act*, hereinafter 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*,
5. The Parties to this Agreement shall provide 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 and resources 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 Governing Board of Marigold, hereinafter referred to as “Marigold Board”, with the powers and duties set out in *the Act*.
8. Where a Municipality is a Party to this Agreement, it shall appoint one member to Marigold Board. The preference for an appointment will be an individual who has an active involvement in the library community such as membership on the Local Library Board.
9. Appointments to Marigold Board shall be made in accordance with *the Act*.
10. Marigold Board shall be governed by *the Act*, this Agreement and the governing documents adopted by Marigold Board.
11. Marigold Board shall establish an Executive Committee of not more than ten (10) persons. That committee shall oversee the general operations of Marigold between Marigold Board meetings and carry out such further activities as may be directed by Marigold Board.
12. Marigold Board shall hire a Chief Executive Officer (CEO) whose responsibility shall be the administration of Marigold. Marigold Board shall fix the compensation and all other terms of employment of the CEO.
13. Marigold Board shall maintain adequate insurance coverage for its property, liabilities and operations.
14. Marigold Board shall cooperate with other libraries, Library Systems, library associations and with the Government of Alberta in the development, maintenance and operation of networks for enhancing public library services.

Powers and duties of Library Boards

15. Each Library Board within Marigold should:

- a) hire such Municipal Library employees as are necessary for the provision of library service to the community,
- b) act as liaison between their community, their Municipal Council and Marigold Board to communicate Library Board policy and community need,
- c) in cooperation with Marigold Board, set policies and procedures for the operation of the library including minimum number of library hours, management, use and services,
- d) cooperate with Marigold Board in implementing system-wide policies,
- e) submit copies of all library policies, bylaws, goals and objectives and plan of service documents to Marigold Board when updated,
- f) perform such additional duties as are necessary to operate library service in their community and
- g) forward a copy of its budget for the current year, a copy of its annual report and audited financial statements for the preceding year to Marigold Board on or before June 30.

16. Marigold Board will act as the Governing Board for any Municipality that does not have a Municipal Library Board or an Intermunicipal Library Board. That relationship will be governed by an agreement between Marigold and any such Municipality.

Financial

- 17. The fiscal year of Marigold and Marigold Board shall be January 1 to December 31, both dates inclusive, or as may be amended by Marigold Board from time to time.
- 18. For the purposes of the per capita requisition in paragraphs 19 and 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 Government of Alberta 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 the current Schedule C within one month of the invoice date.
- 20. Each Municipal Library Board or Intermunicipal Library Board in Marigold shall pay to Marigold Board the annual per capita requisition as set out in the current Schedule C within one month of the invoice date.
- 21. Increases or decreases of per capita requisitions in Schedule C constitute an amendment to this Agreement, which shall be passed in accordance with paragraph 42.
- 22. Residents of Municipalities that do not participate in any Alberta Library System are not eligible to use the services provided by Marigold Board, as outlined in Section 28 of this Agreement.

23. 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 by the Canadian Accounting Standards for Not-for-Profit Organizations (ASNFPPO).
24. Marigold Board shall cause audited financial statements for each fiscal year to be prepared and presented by an Independent Public Accountant by the last day of April in the year following the fiscal year to which they relate, and to be presented to Marigold Board at the Annual General Meeting.
25. Marigold Board may apply for any grants for which it is eligible.
26. Any Party not having a Municipal Library Board or an Intermunicipal Library Board authorizes Marigold Board to apply for provincial operating grants on their behalf in accordance with government regulations.

Services provided by Marigold Board

27. Subject to the provisions of *the Act* and *the Regulation* and subject to the provisions of this Agreement, Marigold Board shall manage and control Marigold by organizing, promoting and maintaining comprehensive and efficient library services.
28. Marigold Board shall equip, establish and maintain Library System service for the residents of the Parties to this Agreement and the services provided shall include:
 - a) IT network and infrastructure support, including network management, threat protection, help desk support, equipment installation and servicing, email, website hosting and IT consultation services,
 - b) bibliographic services, including central ordering, cataloguing and processing and shared catalogue,
 - c) physical and virtual materials and collections, including materials allocation, interlibrary loans and digital/online resources,
 - d) consultation services, including professional consultation, training and continuing education,
 - e) delivery and resource sharing,
 - f) marketing and advocacy,
 - g) programming support, including support for summer reading programs and program kits,
 - h) discount ordering of materials, supplies and equipment,
 - i) direct services to Marigold residents, including book deposits, mail delivery of requested materials and access to Library Lending Lockers.

Expansion of Marigold

29. The Parties to this Agreement agree that any eligible entity within the boundaries of Marigold as set out in *the Regulation* may become a Party to this Agreement and a member of Marigold Board by:
- a) signing an agreement with Marigold Board incorporating the terms and conditions of this Agreement as amended, and
 - b) adhering to policy concerning terms and conditions for integrating library services for acceptance of new or returning Parties to this Agreement, and
 - c) receiving the approval of the Minister.
30. Admission and the date of admission shall be determined by Marigold Board.
31. Any Party to this Agreement admitted to Marigold after April 1 in any year shall pay a share as determined by Marigold Board of the annual requisition within 30 days of the date of admission.

Reports

32. Marigold Board shall present an annual report on the previous year's operations to the council and to the Library Board of each Member Municipality and to the Minister within 60 days after the Annual General Meeting of Marigold Board.
33. Marigold Board shall provide a copy of the financial statements prepared and certified by the Independent Public Accountant. Copies will be prepared and sent to each Member Municipality and to the Minister within 60 days of passing by Marigold Board.

Ownership of Property

34. Marigold owns the Real and Personal Property (including Intellectual Property rights) paid for or created by Marigold in Marigold's Municipal Libraries and Community Libraries.
35. All books, periodicals and library materials transferred to a member library's collection remain the property of that library's Library Board unless they are sent to Marigold for withdrawal or other disposition. Marigold insures the physical collection at member libraries.
36. All books, periodicals and library materials transferred to a Community Library's collection remain the property of the Member Municipality unless they are sent to Marigold for withdrawal or other disposition. Marigold insures the physical collection at Community Libraries.

Withdrawal and Termination

37. Any Party to this Agreement may withdraw from this Agreement in accordance with *the Act*. 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. If a Party to this Agreement gives notice to withdraw, Marigold Board shall, not later than ninety (90) days prior to the effective date of withdrawal, provide in writing to the council and Municipal Board as appropriate, an appraisal of the expected effects on library services to the residents of the Municipality concerned. Marigold Board may request a reconsideration of the notice to withdraw.

38. If a Party to this Agreement withdraws from this Agreement pursuant to *the Act*, that Party shall be deemed to have forfeited any right, title or interest in the assets of Marigold Board, including Marigold Board's Real and Personal Property of any nature.
39. 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 Library 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 Marigold Board members in attendance at said meeting.

Extension

40. The provisions of this Agreement shall be binding upon the Parties to this Agreement and any of their successors.
41. A separate contract may be negotiated by Marigold Board with any eligible non-member entity to acknowledge the different administrative and funding procedures and to define the type and extent of library service to be provided, as negotiated and approved by Marigold Board.

Amendment

42. 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

43. 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

44. 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.

(Member Municipality)

Authorized Signature

Date

Print Name and Title

Seal:

Municipal Library Board or Intermunicipal Library Board* (City, Town, Village)

Authorized Signature

Date

Print Name and Title

*A Municipal Library Board or Intermunicipal Library Board is established pursuant to *the Act*.

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 City of Chestermere
11. Council of the Town of Cochrane
12. Council of the Village of Consort
13. Council of the Town of Crossfield
14. Council of the Village of Delia
15. Council of the Town of Drumheller
16. Council of the Village of Empress
17. Council of Foothills County
18. Council of the Summer Village of Ghost Lake
19. Council of the Town of Hanna
20. Council of the Town of High River
21. Council of the Village of Hussar
22. I.D. #9 Banff (The Minister of the Department of Municipal Affairs)
23. Council of the Town of Irricana

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

Schedule C

Requisition for Marigold Library System

Attached to and part of this 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:

2023 ~ \$10.85 per capita paid to the Marigold Library System

2024 ~ \$10.96 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 or Intermunicipal Library Boards shall be as follows for the period stated:

2023 ~ \$6.35 per capita to be paid directly to Marigold Library System

2024 ~ \$6.46 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 or Intermunicipal Library Boards shall be as follows for the period stated:

2023 ~ \$4.50 per capita to be paid directly to Marigold Library System

2024 ~ \$4.50 per capita to be 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.

(Member Municipality)

Authorized Signature

Date

Print Name and Title

Seal:

Municipal Library Board or Intermunicipal Library Board* (City, Town, Village)

Authorized Signature

Date

Print Name and Title

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

*A Municipal Library Board or Intermunicipal Library Board is established pursuant to *the Act*.