



An Agreement
by and between
the parties comprising
Marigold Library System

MARK-UP COPY

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

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Commented [JB1]: Pagination is omitted from this mark-up copy.

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 ~~August 1, 2008~~ **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.

Commented [JB2]: All terms included in the Definitions section of this document were capitalized throughout the Agreement (such as "Municipality" and "Improvement District").

BECAUSE the ~~Alberta Libraries Act, Chap. L-11, Libraries Act and Regulation R.S.A. 2000 Chap. L-11~~, as amended, hereinafter referred to as "~~the Act~~" provides:

Commented [JB3]: *The Act* and other citations were italicized throughout the Agreement.

- 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~~ **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 the Agreement:

- a) desire to ~~associate~~ **collaborate** 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~~ **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 ~~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 below~~ have the same meaning as they have in *the Act*, **unless otherwise defined in this Agreement.**

Commented [JB4]: These definitions differ significantly from the original definitions in Schedule B. For the original list of definitions, see the struck out section in Schedule B.

- 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" - 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 (soil and buildings) or incorporeal (ex. easements).

Name

3. There is hereby established by Ministerial Order, a Library System known as the Marigold Library System Board as set out in Section 14(2) of the Act, 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 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, ~~board of management known as the Marigold Library Board~~ (herein referred to as "Marigold Board" ~~"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.~~
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 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.~~
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 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~~ 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 Director CEO.
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 13. Marigold Board shall maintain adequate insurance coverage for its property, liabilities and operations.
- 15 14. Marigold Board shall cooperate with other libraries, Library Systems, ~~resource libraries~~ library associations,

and with the Government of Alberta in the development, maintenance and operation of networks for sharing library resources enhancing public library services.

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~~ 15. Each municipal library board Library Board within Marigold shall:

- ~~a) comply with the Act and Regulation in the provision of library service to the residents of the municipality,~~
- b) a) appoint and dismiss such local hire such Municipal Library employees as are necessary for the provision of library service to the community with final authority resting with the local board,
- c) b) 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, act as liaison between their community, their Municipal Council and Marigold Board to communicate Library Board policy and community need,
- d) c) in cooperation with Marigold Board, set guidelines policies and procedures 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) d) cooperate with Marigold Board in implementing system-wide policies,
- g) e) submit file copies of all library policies, bylaws, goals and objectives and plan of service documents to Marigold Board when updated,
- h) f) in general, perform such additional duties as are necessary to operate library service successfully in the their community and
- i) g) forward a copy of its budget for the current year, a copy of its annual report and an audited financial statements 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.~~

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

~~19~~ 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 the Marigold Board from time to time.

~~20~~ 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

Department of Municipal Affairs **Government of Alberta** for the fiscal year prior to the fiscal year in which the requisition is paid.

~~21~~ 19. Each Party to this Agreement shall pay to Marigold Board the annual per capita requisition as set out in **the current** Schedule C ~~by February 15 in each year~~ **within one month of the invoice date.**

~~22~~ 20. Each Municipal Library Board **or Intermunicipal Library Board** in Marigold shall pay ~~from its revenue~~ to Marigold Board the annual per capita requisition as set out in **the current** Schedule C ~~by October 31 in each year~~ **within one month of the invoice date.** ~~The population served by a municipal board shall be that of the corresponding Party as determined in paragraph 20.~~

~~23~~ 21. Increases or decreases of per capita ~~levies~~ **requisitions** in Schedule C constitute an amendment to ~~the this~~ Agreement, which shall be in accordance with paragraph ~~45~~ **42.**

~~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.~~

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.

~~25~~ 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 ~~in the Handbook of the Canadian Institute of Chartered Accountants~~ **by the Canadian Accounting Standards for Not-for-Profit Organizations (ASNFO).**

~~26~~ 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 ~~March~~ **April** in the year following the fiscal year to which they relate, **and to be presented to Marigold Board at the Annual General Meeting.**

~~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.~~

25. Marigold Board may apply for any grants for which it is eligible.

~~28~~ 26. Any Party not having a Municipal Library Board **or an Intermunicipal Library Board** authorizes the Marigold Board to apply for **provincial operating** grants on their behalf ~~under the Community Development Grants Regulation~~ **in accordance with government regulations.**

~~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

27. Subject to the provisions of **the Act and the Regulation** and subject to the provisions of the Agreement, Marigold Board shall manage and control Marigold by organizing, promoting and maintaining comprehensive and efficient library services.

~~30~~ 28. 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.~~

- 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

~~21~~ 29. The Parties to this Agreement agree that ~~any municipality listed in Schedule A~~ **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 the Marigold Board by:

- a) signing an agreement with Marigold Board incorporating the terms and conditions of this Agreement as amended, **and**
- ~~b) complying with the terms of this Agreement, and~~
- b) **adhering to policy concerning terms and conditions for integrating library services for acceptance of new or returning Parties to the 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~~ 30. Admission and the date of admission shall be determined by Marigold Board.

~~34~~ 31. Any Party to the Agreement admitted to Marigold after April 1 in any year shall pay a ~~pro-rata share as determined by Marigold Board~~ of the annual requisition within 30 days of ~~the~~ 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.~~

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

~~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.~~

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.

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.

Withdrawal and Termination

~~40~~ 37. 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. ~~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.~~

~~44~~ 38. If a Party to this Agreement withdraws from ~~the this~~ 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 Marigold Board, ~~including Marigold Board's Real and Personal Property of any nature.~~

~~42~~ 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 ~~Local 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

~~43~~ 40. The provisions of this Agreement shall be binding upon the Parties to this Agreement and any of their successors.

~~44~~ 41. A separate ~~Agreement~~ contract may be negotiated by Marigold Board with ~~First Nations~~ 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

~~45~~ 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

~~46~~ 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

~~47.~~^{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.

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

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 (Municipality)

(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 Village of Cereal~~
10. Council of the ~~Town~~ **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. ~~The Minister of the Department of Municipal Affairs (I.D. #9 Banff)~~ **I.D. #9 Banff (The Minister of the Department of Municipal Affairs)**
23. Council of the Town of Irricana

24. ~~The Minister of Tourism, Parks, and Recreation (Kananaskis Improvement District)~~ 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 ~~Municipal District~~ County of Rocky View #44
34. ~~The Minister of the Department of Municipal Affairs for Special Areas #2, #3, #4~~ 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 B

Definitions

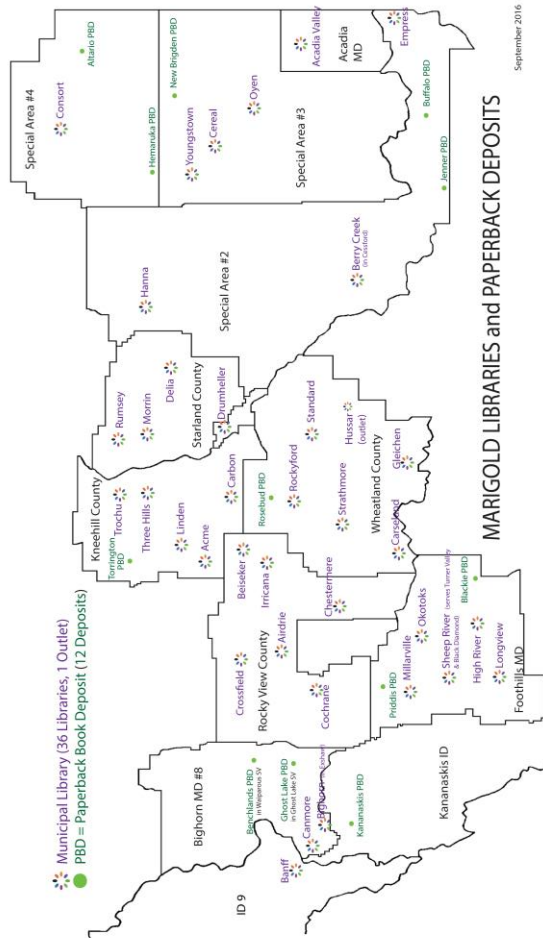
In the Agreement to which the Schedule is attached:

- 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.¹

¹ The definitions section was moved, with significant changes, to the Introduction section of the Agreement, page 2.

Schedule B

Map of Marigold Boundary



Commented [JB5]: This boundary map was added for contextual information and to ensure that the "Requisition by the Marigold Board" continued to be "Schedule C" as that has become a known term within Marigold.



Schedule C — Requisition by the Marigold Board

~~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:~~

~~_____ 2019 ~ \$10.50 per capita paid to the Marigold Library System~~

~~_____ 2020 ~ \$10.74 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:~~

~~_____ 2019 ~ \$6.15 per capita to be paid directly to Marigold Library System _____~~

~~_____ 2020 ~ \$6.24 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:~~

~~_____ 2019 ~ \$4.50 per capita to be paid directly to Marigold Library System~~

~~_____ 2020 ~ \$4.50 per capita to be paid directly to Marigold Library System~~



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.

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

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*.