

Kootenay Library Federation Agreement

WHEREAS the Parties recognize the value of sharing resources and coordinating efforts to improve access to library service in the context of strong local libraries;

AND WHEREAS the Parties wish to create an organization to foster and promote quality public library service for their residents through the development and implementation of collaborative service efficiencies and enhancements;

THE PARTIES, in consideration of the mutual covenants and agreements herein contained, agree to form a federated library system (hereinafter called KLF), under the terms of the Library Act of British Columbia, to provide library services as outlined in Schedule A.

DEFINITIONS

Quorum – 50% plus one of the total Board membership

Fiscal year – January 1 to December 31

KLF – Kootenay Library Federation

Party/Parties – the member library/libraries of the Kootenay Library Federation

Board – the Kootenay Library Federation Board

LDAG – Library Directors' Advisory Group

Trustee – an individual currently serving a term on a KLF member library's Board of Trustees

1.0 GOVERNANCE

- 1.1. The KLF shall be under the direction and governance of a Board composed of representatives of the Parties. The Board will oversee KLF operations and create policy in respect of same.
- 1.2. Each Party shall appoint one of its trustees as its representative on the Board and one of its trustees as an alternate representative.
- 1.3. The chief librarian or director of each member library shall be a member of an advisory group called the Library Directors' Advisory Group (LDAG).

2.0 BOARD MEMBERS

- 2.1. A Board member must be an active trustee of their representative library.
- 2.2. The term of office for a Board member shall be for two years commencing in January of the year appointed, except for the founding year in which half the Board will be appointed for one year and half for two years to ensure that only half the Board retires at any one time.
- 2.3. A vacancy on the Board will be filled by the representative library board of trustees, which shall appoint another of its trustees to serve.

- 2.4. No Board member or alternate shall be remunerated for acting as Board member or Officer; however a Board member or alternate may be reimbursed for any necessary expenses reasonably incurred while engaged in the affairs of the KLF upon approval by Board.

3.0 PROCEEDINGS

- 3.1. No act or proceeding of the Board members is invalid only by reason of there being less than the full complement of appointed Board members.
- 3.2. The Board may appoint a committee consisting of such persons as it deems appropriate and delegate any, but not all, of its powers to said committee.

4.0 COMMITTEES

- 4.1. The Board shall form a Finance Committee, comprised of three Board members and two members of the LDAG. The Board Treasurer will chair this Committee. Appointment shall be made by the Board at its Inaugural Meeting each year.
- 4.2. The Board may form other committees comprised of Board members, members of the LDAG, KLF staff, staff and trustees from the Parties and other individuals as deemed appropriate. Such committees shall elect a Chair for their meetings.
- 4.3. All committees shall conform to any rules imposed on it by the Board and shall report every act or thing done in exercise of its powers to the next meeting of the Board.
- 4.4. If at a meeting the Committee Chair is not present within a reasonable amount of time after the time appointed for a meeting, the remaining committee members may choose another member to be Chair of the committee for that meeting.
- 4.5. The members of a committee may meet and adjourn as they think proper. This does not supersede the right of the Board to require a committee to meet and to report to the Board concerning its deliberations and actions.
- 4.6. The Board Chair is an ex-officio member of all committees.

5.0 MEETING OF THE BOARD

- 5.1. Within three months of the commencement of a fiscal year the Board shall hold an Inaugural Meeting and elect a Chair, 1st Vice-Chair, 2nd Vice-Chair and Treasurer; and shall appoint an auditor.
- 5.2. The Board shall hold regular in person meetings at least two times a year. Other meetings may be held in person or electronically.
- 5.3. Thirty (30) consecutive days written notice of a regular meeting of the Board stating the time and place shall be given to each Board member with an agenda for the meeting.
- 5.4. When a Board member is unable to attend a meeting of the Board, a designated alternate Board member from his or her library board of trustees may attend. This alternate Board

member shall be entitled to speak and vote provided the Secretary of the Board has been notified of the alternate Board member.

- 5.5. If any member of the Board resigns or is absent from two consecutive Board meetings without reasonable excuse, the Board shall immediately notify the library board of trustees of which said Board member is a trustee, requesting a new representative.
- 5.6. Any trustee of a Party may attend any meeting of the Board that is not declared to be an in-camera session; but only the Board member, or in his or her absence, the alternate Board member shall be entitled to vote. In the absence of a Board member, the respective Librarian may vote on non-financial issues.
- 5.7. Members of the LDAG shall be given notice of all Board meetings and may attend at any meeting that is not declared to be an in-camera session. Any LDAG member may appoint an alternate to attend any meeting at which he or she is unable to be present.
- 5.8. Unless otherwise provided, all meetings shall be conducted in accordance with the rules and regulations contained in *Robert's Rules of Order Newly Revised*.
- 5.9. The Chair, or in his or her absence the Vice-Chair, or in his or her absence another Board member elected by the Board, shall preside at meetings of the Board.
- 5.10. Questions arising at a meeting of the Board or a Board committee shall be decided by a majority of votes of Board members present.
- 5.11. Each Board member, including the Chair, has one vote.
- 5.12. Voting is by a show of hands or, where requested by a majority of members, by secret ballot at in person meetings. Voting for electronically relayed motions or resolutions will be by e-mail to the Board Secretary, or Director, who will record and report the results of the vote. Electronically relayed votes are analogous to voting by a show of hands.
- 5.13. Should a Board decision be required and it is not possible to call a meeting, electronically or in person, the Chair or the Director may conduct a telephone poll in order to arrive at a decision. In such an event, the decision shall be brought forward for ratification at the next Board meeting.
- 5.14. Special meetings of the Board may be held at the call of the Chair, or at the written request of at least two Board members. At least seven (7) days written notice of the meeting must be given to all Board members stating the intended topics and reason for the special meeting.
- 5.15. A copy of all Board Minutes shall be sent to the Board members. A copy of all regular Board Minutes shall be sent to all members of the LDAG, the Director and the Director of the Public Library Services Branch.

6.0 OFFICERS

- 6.1. The officers of the Board shall be a Chair, 1st Vice-Chair, 2nd Vice-Chair and a Treasurer.
- 6.2. The term of office of the Chair, 1st Vice-Chair, 2nd Vice-Chair and Treasurer shall be for one fiscal year commencing after the Inaugural Meeting.
- 6.3. A Board member may hold the office of chair for a total of 4 fiscal years.

- 6.4. In the event that the Officers are unable to complete their terms, the offices shall be filled by election from within the Board.
- 6.5. The 1st Vice-Chair shall carry out the duties of the Chair during his or her absence.

7.0 STAFF SUPPORT

- 7.1. The Board shall employ a Director under terms and conditions approved the Board.
- 7.2. The Director shall:
 - a. report to the Board;
 - b. act as Secretary to the Board;
 - c. be accountable for the management of KLF operations;
 - d. act in accordance with the job description as set out in Schedule B.
 - e. prepare agendas for regular Board meetings, in consultation with the Board Chair and the chair of the LDAG.
- 7.3. The Board may appoint one or more Managers of Special Projects to manage specific KLF programs as assigned by the Board. The Manager(s) of Special Projects will report to the Board Chair and attend Board and Committee meetings as required. The incumbent may be retained on contract or seconded from member libraries, with the hours worked determined by the Board based on the project(s) to be implemented.
- 7.4. The LDAG shall consist of one representative from each member library, being the chief librarian or director.
- 7.5. The LDAG shall elect a Chair and Vice-Chair from among its members at the first meeting of each fiscal year to serve a one-year term of office.
- 7.6. The LDAG Chair shall:
 - a. prepare agendas for, and chair, LDAG meetings;
 - b. work with the Director and the Manager(s) of Special Projects to ensure the effective implementation of Board policy and directives;
 - c. represent the LDAG at the Board Finance Committee meetings.
- 7.7. The LDAG Vice-Chair shall carry out the duties of the Chair during his or her absence.
- 7.8. The LDAG shall:
 - a. advise the Board and Board Committees on the formulation of policy and planning recommendations; and
 - b. advise the Director and Manager(s) of Special Projects and Board Chair on KLF procedures and assist in their implementation in member libraries.

8.0 FINANCES AND RECORDS

- 8.1. The Board shall appoint a minimum of two signing officers for the organization. These signing officers should ideally be from libraries in close geographical proximity. The signing officers shall be one Board member and the Director.
- 8.2. By resolution the Board may assign signing authority for cheques below a specified amount to the LDAG Chair and a KLF employee.
- 8.3. The Finance Committee will present a draft budget at the fall Board meeting for approval as a provisional budget. The provisional budget will be used until the final budget is approved at the Inaugural Board meeting. The Board must approve the budget at the first meeting of the fiscal year.
- 8.4. Changes to the approved budget must be authorized by the Board.
- 8.5. Accounts and financial records shall be maintained in accordance with generally accepted accounting principles in consultation with the Board's auditors.
- 8.6. A financial statement shall be prepared quarterly and sent to the Board Treasurer by the Director. The Finance Committee shall render year-end financial statements to the Board within ninety (90) days of the end of the fiscal year.
- 8.7. A review of KLF accounts shall be made in accordance with generally accepted accounting principles at the end of each fiscal year. The review shall be made by a chartered accountant or certified general accountant appointed annually.
- 8.8. No Board member and no employee of the KLF shall be the auditor.
- 8.9. In the event of the dissolution or winding up of the KLF, distribution of remaining assets after assignment of liabilities shall be distributed to the Parties on the basis of the per capita formula used at the date of dissolution in assigning membership costs to the Parties.

9.0 ALLOCATION OF COSTS

- 9.1. A Party will be a member in good standing of the KLF upon agreeing to participate in the consortium spending arrangements made for the benefit of the member Parties by the KLF or its employee.
- 9.2. This arrangement may be changed and the Parties may be charged a membership fee based on a formula agreed upon by the board at the Inaugural Meeting of the board for each fiscal year.
- 9.3. If it is decided to charge a membership fee, the Parties will be invoiced annually within one month after the budget has been approved, for their share of KLF costs.
- 9.4. Any change to the method of determining costs shall be timed so that a Party has the option of ceasing membership prior to the change taking effect.

10.0 BOARD MANUAL

- 10.1. The Board shall produce and maintain a Policy Manual to supplement the matters covered in this Agreement and provide the details required for implementation of Board Policies.
- 10.2. The Board shall produce and maintain an Administrative Procedures Manual with class specifications and conditions of employment for Board employees.

11.0 NEW MEMBERS

- 11.1. Any public library in the region, as constituted under the Library Act, may apply to join the KLF.
- 11.2. Application to join the KLF in the form of a signed resolution may be submitted at any time of the year. The director will immediately advise the board of receipt of the application and the application shall be considered pending for a period of three weeks.
- 11.3. If after three weeks there are no concerns or objections raised by any board member to the director or board executive, the applicant will be considered a member of the KLF. If concerns or objections are raised, the applications will remain pending until the next regularly scheduled board meeting where it will be discussed and voted on.
- 11.4. The Board has the power to enter into agreements for partial or full KLF service with organizations not eligible for KLF membership.

12.0 CESSATION OF MEMBERSHIP

- 12.1. Any Party intending to cease membership in KLF shall give notice to the Board in writing by December 31 of any year.
- 12.2. Effective date of such withdrawal shall be April 1st of the year following that in which the notice was given.
- 12.3. In the period between notice of withdrawal and the effective date of withdrawal the withdrawing member will continue to have all of the benefits and responsibilities of membership.
- 12.4. The withdrawing member shall also be free to rescind its notice of withdrawal until January 31st of the year following that in which notice was given.
- 12.5. A library that ceases to be a member of KLF shall have no claim to KLF assets.
- 12.6. Application to rejoin may be made by any withdrawn member.

13.0 BREACH OF AGREEMENT

Any Party which fails to perform its obligations as required by this agreement shall be deemed to be in breach of this Agreement and shall cease to have any rights under this Agreement if,

within 30 days of receiving written notice of the breach, it has failed to rectify said breach. Any financial obligation owing by the Party shall continue to be payable and such sum may be used to offset any payments due the Party under this Agreement.

14.0 AMENDMENTS TO KLF DOCUMENTS

The Board may amend this agreement by a majority vote provided that notice of motion has been given thirty (30) days in advance of the Board meeting.

SCHEDULE A: SERVICE AGREEMENTS AND PLAN

1.0 SERVICE AGREEMENTS

Service agreements between an individual Party and a library or organizations outside the Party's boundaries, which would have service implications for other KLF Parties, cannot be entered into unless approved beforehand by the Board. Such agreements in place prior to a library becoming a Party do not require Board approval.

2.0 SERVICE PLAN

The Service Plan is a separate document that shall be reviewed annually.

SCHEDULE C: KLF MEMBER LIBRARIES

Beaver Valley Public Library Association

Castlegar and District Public Library Association

Cranbrook Public Library

Creston Public Library Association

Elkford Public Library Association

Fernie Public Library Association

Grand Forks & District Public Library Association

Greenwood Public Library Association

Invermere Public Library

Kaslo and District Public Library Association

Kimberley Public Library

Midway Public Library Association

Nakusp Public Library Association

Nelson Municipal Library

Radium Municipal Library

Rossland Public Library Association

Salmo Public Library Association

Sparwood Public Library Association

Trail and District Public Library