

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, as identified in Schedule A, 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 support the provision of library services.

DATES this Agreement made and effective in 2006 and revised by the KLF Board on February 26, 2019.

DEFINITIONS

Quorum – a majority of total Board Membership will constitute a quorum

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

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1.0 GOVERNANCE

- 1.1 The Kootenay Library Federation (KLF) shall be under the direction and governance of a Board composed of representatives of the Parties.
- 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 No act or proceeding of the Board members shall be invalid only by reason of there being less than the full complement of appointed Board members.
- 1.4 The Board will identify and maintain By-laws in accordance with the *Library Act*. By-laws are adopted by the Board by a majority vote, provided that notice of motion has been made at a prior regular board meeting.
- 1.5 The Board shall direct and oversee the KLF by creating and monitoring policy.
- 1.6 The Board shall approve a Governance Manual to supplement the matters covered in this Agreement and to provide the details required for implementation of Board Policies.
- 1.7 The Board may amend this Agreement and the Governance Manual by a majority vote provided that notice of motion has been given thirty (30) days in advance of the board meeting.
- 1.8 The Board shall hold an Annual General Meeting at which it shall elect Officers and Directors and appoint an Accountant.
- 1.9 Officers and Directors shall be fairly representative of member library sizes and regions as outlined in the Governance Manual.
- 1.10 The Board may delegate any, but not all, of its powers to a committee.
- 1.11 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 member 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 shall be filled by the member 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, upon approval by Board, a board member or alternate may be reimbursed for any necessary expenses reasonably incurred while engaged in the affairs of the KLF.

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3.0 FINANCES AND RECORDS

- 3.1 Accounts and financial records shall be maintained in accordance with generally accepted accounting principles in consultation with the Board's Accountant.
- 3.2 The Board will 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 must include one Executive Committee member and the Executive Director.
- 3.3 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 Annual General Meeting. The Board must approve the budget at the first meeting of the fiscal year.
- 3.4 Changes to the approved budget must be authorized by the Board.
- 3.5 A financial statement shall be prepared quarterly and sent to the Board Treasurer by the Executive Director. The Finance Committee shall render year-end financial statements to the Board within ninety (90) days of the end of the fiscal year.
- 3.6 At the end of each fiscal year the Board's Treasurer shall produce a financial statement of accounts in accordance with generally accepted accounting principles.
- 3.7 The Board shall appoint an Accountant. No board member and no employee of the KLF shall be the Accountant.
- 3.8 Dissolution shall be adopted by the Board by a majority vote at a special meeting, provided notice of the special resolution and reasons are provided 10 days in advance.
- 3.9 In the event of the dissolution or winding up of the KLF, the Board shall determine how to distribute the assets remaining after assignment of liabilities in compliance with Canada Revenue Agency requirements.

4.0 ALLOCATION OF COSTS

- 4.1 A Party shall 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.
- 4.2 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 Annual General Meeting for each fiscal year.
- 4.3 If it is decided to charge a membership fee, the Parties shall be invoiced annually for their share of KLF costs within one month after the budget has been approved.

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- 4.4 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.

5.0 NEW MEMBERS

- 5.1 Any public library in the region, as constituted under the Library Act, may apply to join the KLF.
- 5.2 Application to join the KLF in the form of a signed resolution may be submitted at any time of the year. The Executive Director shall immediately advise the Board of receipt of the application and the application shall be considered pending for a period of three weeks.
- 5.3 If after three weeks there are no concerns or objections raised by any board member to the Executive Director or Executive Committee, 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.
- 5.4 The Board has the power to enter into agreements for partial or full KLF service with organizations not eligible for KLF membership.

6.0 CESSATION OF MEMBERSHIP

- 6.1 Any Party intending to cease membership in KLF shall give notice to the Board in writing by December 31 of any year.
- 6.2 Effective date of such withdrawal shall be April 1st of the year following that in which the notice was given.
- 6.3 In the period between notice of withdrawal and the effective date of withdrawal the withdrawing member shall continue to have all of the benefits and responsibilities of membership.
- 6.4 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.
- 6.5 A library that ceases to be a member of KLF shall have no claim to KLF assets.
- 6.6 Application to rejoin may be made by any withdrawn member.

7.0 BREACH OF AGREEMENT

- 7.1 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.

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SCHEDULE A: 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

Penticton Public Library

Radium Municipal Library

Rossland Public Library Association

Salmo Public Library Association

Sparwood Public Library Association

Trail and District Public Library