

## **ISLANDLINK LIBRARY FEDERATION AGREEMENT**

This Agreement becomes effective upon the signature of the parties and approval by the Minister of Education. Upon approval, this agreement will form the bylaws of the Federation, which may be amended as set out in section 51 below. Schedules attached to this agreement form part of the agreement and may be amended under the same section.

### **THIS AGREEMENT IS MADE BETWEEN:**

ALERT BAY PUBLIC LIBRARY ASSOCIATION, a public library association established under the provisions of the *Library Act* (R.S.B.C. 1996, c. 164) of the Province of British Columbia (the "*Library Act*") and having its principal office located in Alert Bay, in the Province of British Columbia;

AND:

GREATER VICTORIA PUBLIC LIBRARY, a municipal library established under the provisions of the *Library Act* and having its principal offices in Victoria, in the Province of British Columbia;

AND:

POWELL RIVER PUBLIC LIBRARY, a municipal library established under the provisions of the *Library Act* and having its principal office located in Powell River, in the Province of British Columbia;

AND:

SALT SPRING ISLAND PUBLIC LIBRARY ASSOCIATION, a public library association established under the provisions of the *Library Act* and having its principal office located on Salt Spring Island, in the Province of British Columbia;

(Hereinafter, the parties to this Agreement will be collectively called the "Parties" or referred to singularly as a "Party". Chief Librarian(s) or Director(s) of Libraries will be referred to as "Librarian(s)" hereinafter.)

**WHEREAS** the Parties now are and intend to remain autonomous public libraries but they recognize the value of sharing resources and coordinating efforts to improve access to library service in their communities;

**AND WHEREAS** the Parties wish to create an organization to:

- promote the sharing of resources and the coordination of efforts in order to improve access to library services in the context of strong local and autonomous libraries,
- foster and promote quality public library service for their communities and patrons,
- develop and implement collaborative service efficiencies and enhancements,
- assist public library boards and staff to excel by providing support, training, and professional development opportunities.

**THE PARTIES**, in consideration of the mutual agreements herein contained, agree to form a library federation under the *Library Act* for the cooperative provision of library service. The federation so formed shall be known as IslandLink Library Federation (referred to in this Agreement as the “Federation” or “ILLF”).

## **A. GOVERNANCE**

1. The Federation will operate under the governance and direction of a Federation Board (the “Board”) composed of one representative of each Party. The Board will create policy and oversee ILLF operations. At its first meeting, or as soon after that as possible, the Board shall adopt a Service Plan setting out the Federation’s mission, objectives and priorities and a plan for their implementation. Such Service Plan may be modified by the Board as required.
2. Each of the Parties shall appoint one library board member as its voting representative on the Board and another of its members as an alternate representative. The Librarian, or a staff designate, from each of the Parties shall attend as a non-voting member of the Board.
3. The chief librarian or director of each member library shall be a member of an advisory group called the Library Director’s Advisory Group (LDAG).

## **B. BOARD MEMBERS**

4. The term of office for a Board member shall be two years commencing on April 1 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.
5. A Board member shall be eligible for re-appointment at the end of the one or two year term.
6. A vacancy on the Board occurring between annual appointments of the Board members shall be immediately filled by the relevant Party, which shall appoint one of its library board members to serve out the balance of the term.
7. No Board member or alternate shall be remunerated for acting as a 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 Federation upon approval by the Board.

## **C. OFFICERS**

8. The officers of the Board shall be elected at the first in-person meeting of each fiscal year from amongst the voting Board members. The officers of the Board shall be a Chair, a Vice-Chair, and a Secretary-Treasurer.
9. The term of office of the Chair, Vice-Chair and Secretary-Treasurer shall be for one fiscal year commencing at the first meeting of the fiscal year.
10. In the event that the Officers are unable to complete their terms, the offices shall be filled by election from within the Board.

## **D. PROCEEDINGS: MEETINGS OF THE BOARD**

11. Unless otherwise provided, all meetings shall be conducted in accordance with the rules and regulations contained in Robert's Rules of Order Newly Revised.
12. The Board shall hold an Annual General Meeting in-person, by teleconference, or electronically during each fiscal year. The budget for the subsequent year will be approved at this meeting. All additional meetings will be deemed special meetings.
13. A minimum thirty (30) days' written notice of the regular meeting of the Board stating the time and place shall be given to each Board member and each Librarian, with an agenda for the meeting.

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. Written notice of all meetings, whether regular or special, may be by electronic means.
15. 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.
16. When a Board member is unable to attend a meeting of the Board, the alternate designated under section 2 may attend. The alternate Board member shall be entitled to speak and vote in the place of the regular Board member. In the event that both the Board member and alternate are not in attendance, the Party shall be permitted to submit its vote in accordance with section 21.
17. If any Board member is absent without reasonable excuse, the Board may request that the relevant Party appoint a new representative.
18. Except for an in-camera session, Board meetings are open to the public.
19. A majority of voting Board members shall constitute a quorum.
20. Each voting Board member, including the Chair, has one vote.
21. Votes may be by show of hands, by secret ballot, electronically, or by telephone. Proxy voting is permitted. Votes shall be recorded by the Board Secretary-Treasurer, or a Board staff member.
22. The Secretary-Treasurer is responsible for keeping and forwarding the minutes of the meetings, as well as maintaining file copies of minutes. The Secretary-Treasurer may assign this duty. A copy of all Board minutes shall be sent to all voting and non-voting Board members, as well as to the Director of the Public Library Services Branch.

## **E. PROCEEDINGS: COMMITTEES**

23. The Board may appoint committees as necessary, consisting of such persons as it deems appropriate. All committees shall conform to any rules imposed on them by the Board and shall report to the next meeting of the Board.

24. Committees shall elect a Chair. An alternate Committee Chair may be chosen to lead meetings when necessary. Meetings may be held in person, electronically, or by teleconference. The Board Chair is an ex-officio member of all committees.

## **F. STAFF SUPPORT**

25. The Board may appoint staff under terms and conditions approved by the Board. Staff may be an independent contractor hired on an as-needed basis.

26. Staff will work with the LDAG and report to the Board Chair and attend Board and Committee meetings, as required. The incumbent may be retained on contract or seconded from a Party with the hours worked determined by the Board based on the project(s) to be implemented.

## **G. LIBRARY DIRECTORS ADVISORY GROUP (LDAG)**

27. The LDAG shall consist of the chief librarian or director of each member library.

28. 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. In the absence of the Chair, the Vice-Chair will assume the duties of the Chair.

29. The LDAG Chair shall prepare agendas for and chair LDAG meetings, work with staff to ensure effective implementation of Board policy and directives, and represent the LDAG at the Board Committee meetings.

30. The LDAG shall:

- advise the Board and Board Committees on formulation of policy and planning recommendations,
- be the governing body for all operational matters, acting within the policy and budget approved by the Board,
- meet quarterly either in-person, by teleconference, or electronically,
- forward minutes of these meetings to Board members.

## **G. FINANCES AND RECORDS**

31. The Board shall appoint at least two signing officers for the Federation. In the interest of practicality, the signing officers should be in close geographical proximity

32. The Secretary-Treasurer shall work with the LDAG to prepare a provisional budget for the upcoming year for approval by the Board no later than two months prior to the end of the fiscal year, and the Board shall approve the budget no later than the first meeting of the new fiscal year.
33. Changes to the approved budget shall be authorized by the Board.
34. Accounts and financial records shall be maintained in accordance with generally accepted accounting practice.
35. The fiscal year end shall be December 31<sup>st</sup> of each year.
36. The Secretary-Treasurer shall prepare and submit a financial report to the Board for review at each meeting. The Secretary-Treasurer shall render a year-end financial statement to the Board within 3 months of the end of the fiscal year.
37. In the event of the dissolution or winding up of the Federation, distribution of remaining assets and assignment of liabilities shall be distributed to the Parties on the basis of the per capita formula (section 38 below) used at the date of dissolution.

## **H. ALLOCATION OF COSTS AND OPTING OUT**

38. The Parties shall be invoiced in each fiscal year, once the Federation budget has been approved, for their share of the Federation operating costs based on a per capita amount approved, in the first instance, by all the Parties. Calculation of per capita amounts will be based on the latest figures used by the Public Library Services Branch in determining provincial per capita grants. Payment for a Party's share is due September 30<sup>th</sup>.
39. Any change to the method of allocating operating costs or to the per capita amount will be timed so that a Party has the option of ceasing membership prior to the change taking effect.
40. If a Party chooses not to participate in a Federation project or programme, that Party will not be liable to make a direct financial contribution to that project or programme.

## **I. NEW MEMBERS AND AGREEMENTS**

41. The admittance of a new Party shall require the approval of no less than 75% of the Board members.

42. Application to join the Federation must be submitted by August 31<sup>st</sup> of any year to be effective on April 1<sup>st</sup> of the ensuing year.
43. The Board has the power to enter into agreements for partial or full ILLF service with organizations not eligible for ILLF membership.

## **J. CESSATION OF MEMBERSHIP**

44. Any Party intending to cease membership in the Federation shall give notice to the Board Chair and Secretary-Treasurer in writing by August 31<sup>st</sup> of the year prior to which the withdrawal will take effect.
45. The effective date of such withdrawal shall be March 31<sup>st</sup> of the year following that in which the notice was given.
46. In the period between notice of withdrawal and the effective date of withdrawal the withdrawing Party will continue to have all of the benefits and responsibilities of membership.
47. The withdrawing Party shall also be free to rescind its notice of withdrawal until November 30<sup>th</sup> of the year in which notice was given.
48. A Party which ceases to be a member of the Federation shall have no claim to the Federation assets.
49. Application to rejoin ILLF may be made by any withdrawn Party, but shall be subject to section 41.

## **K. BREACH OF AGREEMENT**

50. Any Party which fails in any material way to perform its obligations or provide service or make payments as required by this agreement shall be deemed to breach this Agreement and shall cease to have any rights under this Agreement if, within 30 days of receiving written notice of the breach (the "Notice Period"), it has failed to rectify same or, if the breach is of a nature that cannot reasonably be rectified within the Notice Period, if the Party has not commenced to rectify the breach within the Notice Period or, having commenced to rectify the breach within the Notice Period, thereafter fails to proceed diligently to complete the rectification. Any financial obligation owing by the Party shall continue to be payable and such sum may be off-set against any payments due the Party under this Agreement.

**L. AMENDMENTS TO ILLF DOCUMENTS**

51. This Agreement and any schedules hereto may only be amended by the Parties pursuant to a duly executed amending agreement.

**THE PARTIES BELOW HAVE AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT:**

ALERT BAY PUBLIC LIBRARY ASSOCIATION  
by its Authorized Signatory:

\_\_\_\_\_

NAME

DATE

GREATER VICTORIA PUBLIC LIBRARY  
by its Authorized Signatory:

\_\_\_\_\_

NAME

DATE

POWELL RIVER PUBLIC LIBRARY  
by its Authorized Signatory:

\_\_\_\_\_

NAME

DATE

SALT SPRING ISLAND PUBLIC LIBRARY ASSOCIATION  
by its Authorized Signatory:

\_\_\_\_\_

NAME

DATE

APPROVED BY THE MINISTER OF EDUCATION pursuant to section 49 of the  
*Library Act*

\_\_\_\_\_  
Minister of Education

\_\_\_\_\_  
DATE