

# **InterLINK Agreement**

## InterLINK Agreement

This Agreement made and effective this first day of April, 1994.

BETWEEN:

BOWEN ISLAND PUBLIC LIBRARY ASSOCIATION BOARD OF MANAGEMENT, a Board of Management elected under the provisions of the Library Act of the Province of British Columbia and having its principal office located at P.O. Box 10, Cate's Hill, Bowen Island, in the Province of British Columbia

(hereinafter called "BIPL")

AND:

BURNABY PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 6100 Willingdon Avenue, in the City of Burnaby, in the Province of British Columbia

(hereinafter called "BPL")

AND:

COQUITLAM PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 575 Poirier Street, in the City of Coquitlam, in the Province of British Columbia

(hereinafter called "CPL")

AND:

FRASER VALLEY REGIONAL LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 34589 Delair Road, in the District of Abbotsford, in the Province of British Columbia

(hereinafter called "FVRL")

AND:

NEW WESTMINSTER PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 716 - 6th Avenue, in the City of New Westminster, in the Province of British Columbia

(hereinafter called "NWPL")

AND:

NORTH VANCOUVER CITY LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 121 West 14th Street, in the City of North Vancouver, in the Province of British Columbia

(hereinafter called "NVCL")

AND:

NORTH VANCOUVER DISTRICT PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 1280 East 27th Street in the District of North Vancouver, in the Province of British Columbia

(hereinafter called "NVDPL")

AND:

PORT MOODY PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 2732 St. Johns Street, in the City of Port Moody, in the Province of British Columbia

(hereinafter called "PMPL")

AND:

RICHMOND PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 100 - 7700 Minoru Gate, in the City of Richmond, in the Province of British Columbia

(hereinafter called "RPL")

AND:

SURREY PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 13742 - 72nd Avenue, in the City of Surrey, in the Province of British Columbia

(hereinafter called "SPL")

AND:

VANCOUVER PUBLIC LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 750 Burrard

Street, in the City of Vancouver, in the Province of British Columbia

(hereinafter called "VPL")

AND:

WEST VANCOUVER MEMORIAL LIBRARY BOARD, a Library Board appointed under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 1950 Marine Drive, in the District of West Vancouver, in the Province of British Columbia

(hereinafter called "WVML")

(hereinafter collectively called "the Parties" or referred to singularly as "a party").

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 provision of open access to library services and 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 InterLINK), under the terms of the Library Act of British Columbia, to provide library services as outlined in Schedule A.

A. Governance

1. InterLINK will be under the direction and governance of a Board composed of representatives of the Parties. The Board will oversee InterLINK operations and create policy in respect of same.
2. Each party shall appoint one of its members as its representative on the Board and one of its members as an alternate representative on the Board.

B. Board Members

3. The term of office for a Board Member shall be for one fiscal year commencing at the beginning of each InterLINK fiscal year.
4. Each Board Member shall hold office until he or she resigns, or until a successor shall have been appointed. A retiring Board Member shall be eligible for re-appointment if otherwise qualified.
5. A vacancy on the Board occurring between annual appointments of the Board Members shall be immediately filled by the relevant

Library Board which shall appoint one of its members to serve out the unexpired balance of the term.

6. No Board Member or alternate shall be remunerated for acting as Board Member or Officer; provided however a Board Member or alternate may be reimbursed for any necessary expenses reasonably incurred while engaged in the affairs of InterLINK upon approval by Board.

C. Proceedings

7. No act or proceeding of the Board Members is invalid only by reason of there being less than the prescribed number of appointed Board Members.
8. The Board may appoint a committee consisting of such persons as it deems appropriate and delegate any, but not all, of its powers to it.

D. Committees

9. The Board may form committees comprising Board members, members of the Administrators Advisory Group, InterLINK staff, staff and trustees from the Parties and other individuals as deemed appropriate.
10. A committee 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.
11. A committee shall elect a Chair for its meetings; but if no Chair is elected, or if at a meeting that person is not present within 30 minutes after the time appointed for a meeting, the remaining committee members may choose another to be Chair of the committee.
12. The members of a committee may meet and adjourn as they think proper. The Board may require a committee to meet and to report to the Board concerning its deliberations and actions.

E. Meeting of the Board

13. Within two months of the commencement of a fiscal year the Board shall hold an Inaugural Meeting and elect a Chair, Vice-Chair and Treasurer; and shall appoint an auditor.
14. The Board shall hold regular meetings not less than five times a year.
15. Ten (10) 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.
16. When a Board Member is unable to attend a meeting of the Board, a designated Alternate Board Member from his or her Library Board may attend. This Alternate Board Member shall be

entitled to speak and vote in the place of such Board Member at meetings of the Board at which such Board Member is not present provided the Secretary of the Board has been notified of the Alternate Board Member. In the event that the Board Member and the Alternate are not in attendance the Party's Library Board Chair shall be entitled to speak and vote.

17. If any member of the Board shall resign or be absent from two consecutive Board meetings without reasonable excuse, the Board shall immediately notify the Library Board, of which said Board Member is a member, requesting a new nominee.
18. Any Board member 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 or the Party's Board Chair shall be entitled to vote.
19. Members of the Administrators Advisory Group shall be given notice of all Board meetings and may attend at any meeting that is not declared to be an in-camera session. No such Administrator may vote. Any such Administrator may appoint an alternate to attend any meeting at which he or she is unable to be present.
20. Unless otherwise provided, all meetings shall be conducted in accordance with the rules and regulations contained in Robert's Rules of Order Newly Revised.
21. 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.
22. A majority of Board Members shall constitute a quorum.
23. Questions arising at a meeting of the Board or a Board committee shall be decided by a majority of votes of Board Members present.
24. Each Board Member, including the Chair, has one vote.
25. Voting is by a show of hands or, where requested by a majority of members, by secret ballot.
26. Should a Board decision be required and it is not possible to call a meeting, the Chair or InterLINK 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.
27. 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 72 hours written notice of the meeting must be given to all Board Members stating the intended topics and reason for the special meeting.

28. 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 Administrators Advisory Group and the Director of the Library Services Branch.

F. Officers

29. The officers of the Board shall be a Chair, a Vice-Chair, and a Treasurer.
30. The term of office of the Chair, Vice-Chair and Treasurer shall be for one fiscal year commencing at the beginning of the fiscal year.
31. In the event that the Officers are unable to complete their terms, the offices shall be filled by election from within the Board.
32. The Vice-Chair shall carry out the duties of the Chair during his or her absence.
33. Subject to section 44, the Treasurer shall render year end financial statements to the Board within 3 months of the end of the fiscal year.

G. Staff Support

34. The Board shall appoint a chief executive officer, to be known as the InterLINK Director.
35. The Board shall establish an Administrators Advisory Group (hereinafter the AAG) consisting of the InterLINK Director and the Administrator, or an alternate, as appointed by each member library.
36. The InterLINK Director shall:
- a) report to the Board
  - b) act as Secretary to the Board and Chair of the AAG; and
  - c) be accountable for the administration and control of InterLINK operations and, in consultation with the AAG, advise the Board on policy matters.
37. The AAG shall:
- a) advise the InterLINK Director on the formulation of policy and planning recommendations to the Board; and
  - b) advise the InterLINK Director on the formulation on InterLINK procedures and assist in their implementation in member libraries.

H. Finances and Records

38. The Board shall appoint at least two signing officers for the organization.

39. By resolution, the Board may assign signing authority for cheques below a specified amount to the InterLINK Director and another InterLINK employee.
40. The InterLINK Director must present a provisional budget to the Board no later than the first Board meeting of the fiscal year and the Board must approve the budget no later than the second meeting of the fiscal year.
41. Changes to the approved budget must be authorized by the Board.
42. Accounts and financial records shall be maintained in accordance with generally accepted accounting practice in consultation with the Boards auditors.
43. The fiscal year end shall be December 31 of each year.
44. A financial statement shall be prepared and submitted to the Board for review at least four times a year.
45. An audit of InterLINK accounts shall be made in accordance with generally accepted accounting practice at the end of each fiscal year. The audit shall be made by a firm of chartered accountants appointed annually at the Inaugural Meeting. Audited statements shall be presented to the Board at the earliest reasonable opportunity.
46. No Board Member and no employee of InterLINK shall be the auditor.
47. In the event of the dissolution or winding up of InterLINK, distribution of remaining assets and 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 operating costs to the Parties.

I. Allocation of Costs and Compensation

48. The Parties shall be invoiced in each fiscal year, once the budget has been approved, for their share of InterLINK operating costs based on a per-capita formula approved by the Board. Per capita calculations will be based on the latest figures used by the Library Services Branch in determining provincial per capita grants. Fraser Valley Regional Library residents who live outside the Greater Vancouver Regional District will be assessed at one half the rate of GVRD residents in recognition of the geographic distance from many InterLINK services for this population (see appendix B for 1993 figures).
49. A Party who provides net circulation and/or reference service to residents who live in other Parties' jurisdictions will be compensated based on the service provided as determined by objectively measured criteria. The Provincial Government grant to InterLINK will fund this resource sharing compensation. Payments will be distributed in the InterLINK fiscal year following the year in which the service was provided.



50. The method for distributing compensation for non-resident use will be approved by the Board and may be reviewed by resolution of the Board.

51. Any change to the method of dispersing compensation funds or allocating operating costs will be timed so that a Party has the option of ceasing membership prior to the change taking effect.

J. Board Manual

52. The Board shall maintain a Policy Manual to supplement the matters covered in this Agreement and provide the details required for implementation of Board Policies.

53. The Board shall maintain an Administrative Procedures Manual on cooperative activities together with class specifications and conditions of employment for Board employees.

K. New Members

54. Any public library in the region, as constituted under the Library Act, may apply to join InterLINK. The admittance of a new member shall require the approval of no less than 75% of members of the Board.

55. Application to join InterLINK must be submitted by June 30th of any year to be effective on January 1st of the ensuing year.

56. The Board has the power to enter into agreements for partial or full InterLINK service with organizations not eligible for InterLINK membership.

L. Cessation of Membership

57. Any member intending to cease membership in InterLINK shall give notice to the InterLINK Board in writing by December 31st of the year prior to which the withdrawal will take effect.

58. Effective date of such withdrawal shall be December 31st of the year following that in which the notice was given.

59. 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.

60. The withdrawing member shall also be free to rescind its notice of withdrawal until June 30th of the year following notice.

61. A library which ceases to be a member of InterLINK shall have no claim to InterLINK assets.

62. Application to rejoin may be made by any withdrawn member.

M. Breach of Agreement

63. Any Party which fails 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, it has failed to rectify same. 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.

N. Amendments to InterLINK Documents

64. With the exception of Section 54, which requires the approval of 75% of members to amend, this agreement may be amended by the Board by a majority vote provided that notice of motion has been given thirty days in advance of the Board meeting.