

Board Agenda: March 4, 2024, 7:15 pm

Sparwood Public Library Association

1. Approve Agenda

Be it resolved that the agenda for March 4, 2024 is approved.

2. Approval of Minutes (attached)

Be it resolved that the minutes of the February 21, 2024 Sparwood Board of Trustees meeting are approved.

3. Introductions

Babs Kelly will be providing governance support to the Chair and Vice chair and will be attending SPL's regular meetings to provide parliamentary support. Babs' support is funded by the Kootenay Library Federation, with support from the Ministry of Municipal Affairs.

4. Financial Policies (draft attached).

5. Library Reopening (attached)

Be it resolved that the March 3, 2024 Reopening Updates are received.

6. Category 1 Funding Agreement with the District of Sparwood (attached).

7. Consultant biweekly updates (attached)

Be it resolved that the March 3, 2024 Consultant Update is received.

8. Correspondence

- a. Email Re: Library Closure, February 21, 2024, from Suzanne Georgiou-Morey
- b. Letter Re: Outgoing Sparwood Library Board (Compliance), March 1, 2024 from Mari Martin, Director, Public Libraries Branch, Ministry of Municipal Affairs

Be it resolved that all correspondence is received.

9. Setting future Board meeting dates

10. Adjournment

Board Minutes: Regular Meeting February 21, 2024

Sparwood Public Library Association

Present:

Suzanne Georgiou-Morey (Vice Chair & Meeting Chair)
Sam Atwal
Harold Baytaluke
Lois Halko
Samantha Chenier

Regrets:

Rose Sharma (Chair)
Debbie Fraser (Treasurer)

Guests:

Anne O'Shea (consultant)

Regular Agenda

1. Call to Order

The meeting was called to order at 6:17 pm MST.

2. Approve Agenda

Motion by Sam Atwal, Seconded by Lois Halko: *Be it resolved that the agenda for February 21, 2024 is approved.* CARRIED

3. Approval of Minutes

Motion by Sam Atwal, Seconded by Lois Halko: *Be it resolved that the minutes of the February 5, 2024 Sparwood Board of Trustees meeting are approved.* CARRIED

4. Library Reopening

Anne provided a verbal update to the February 16 written update and shared that:

- The Hiring Committee hired a Part-Time Interim Supervisor to support the reopening plan and provide interim support until a Director can be hired. Tina Hayes began work on Tuesday February 20 along with the two regular staff members.
- Four casual staff who had previously been offered positions have been contacted. Two are available to come for training next week (Feb 28/29), one declined the position, and Anne is awaiting a call back from the final person.
- Tina and the regular staff are taking stock of the library's condition and working to prepare it for reopening. We anticipate that there will be a "soft" reopening to begin

with, followed by an official and publicly shared reopening. This will enable the team to handle the backlog of items in the library and begin receiving back the 800+ items which are on loan or in transit from other libraries.

- Given that the team began work yesterday, soft and official launch dates are not yet confirmed. Between meetings Anne will maintain contact with Tina to get updates, and with Suzanne to who is providing direction. Any news of a reopening date prior to the next meeting will be sent to the Board.

The Board moved in camera at 7:45 pm MST

The Board returned to the regular agenda at 7:58 MST

Library reopening (continued)

Motion by Sam Atwal, Seconded by Lois Halko: *Be it resolved that the Reopening Updates are received.* CARRIED

Motion by Lois Halko, Seconded by Samantha Chenier: *Be it resolved that Anne O'Shea proceed with ordering \$10,000 in books from United Library Services, to fill gaps resulting from the closure.* CARRIED

The Board discussed the need for the future Director to develop a collections scope and policy and for the Board to approve a statement on intellectual freedom. The Board wants to ensure that SPL's collection is inclusive and reflective of the broader community.

Motion by Hungry Baytaluke, Seconded by Samantha Chenier: *Be it resolved that SPL NOT retain a Communications Specialist at this time.* DEFEATED

The Board discussed the need for a communications plan which will support the library reopening and provide draft communications to all of SPL's funders and stakeholders, which will be sent from the Board, and to develop messaging for the website and social media channels, advertising for the local press, and provide clear speaking notes for staff and Board members, to be used to respond to community questions, complaints, etc. The communications plan should provide positive messaging to help the community move forward and will not include confidential details about past issues. The Board discussed whether to engage the Columbia Basin Trust to get support, or contract someone for this project. Given the timelines, Columbia Basin did not appear to be an option for this immediate need, but may be a good option for longer term support.

Motion by Sam Atwal, Seconded by Samantha Chenier: *Be it resolved that SPL retain a Communications Specialist to develop a Reopening Communications Plan for the Board to review, at a cost not to exceed \$1500.* CARRIED *Noted opposed: Hungry Baytaluke*

The Board moved in camera at 8:14 pm MST

The Board returned to the regular agenda at 8:30 MST

5. Committee membership

Motion by Lois Halko, Seconded by Samantha Chenier: *Be it resolved that the following people will form the Bargaining Committee: Hungry Baytaluke, Sam Atwal, Jessica Wheeler (note taking), and that all communications should be copied to the Chair and Vice Chair.* CARRIED

Motion by Lois Halko, Seconded by Samantha Chenier: *Be it resolved that the following people will form the Library Director Hiring Committee: Rose Sharma, Suzanne Georgiou-Morey, Samantha Chenier, Hungry Baytaluke.* CARRIED

6. Elections of Officers

Debbie Fraser has resigned as Treasurer, and the Secretary role is vacant. Under the new Governance policies, the Board may elect a Treasurer and a Secretary, or a Secretary-Treasurer.

The Board held an election, and Samantha Chenier was unanimously elected as the Secretary Treasurer.

The Board discussed the need to update the signing authorities to reflect this change. **Suzanne will reach out to Andrea Scarlett (bookkeeper) and the bank to follow up.**

7. Financial policies

Laurie Klassen has provided draft financial policies for the Board to review at the next meeting. **Anne will circulate the policies by email so everyone can review.** The Board discussed getting input from SPL's Book keeper.

Motion by Lois Halko, Seconded by Samantha Chenier: *Be it resolved that the Board request Andrea Scarlett to review the financial policies, and that she be compensated for her time for this request.* CARRIED

Suzanne will reach out to Andrea to ask her whether this is something she can take on.

8. Library Director Job Description

Motion by Sam Atwal, Seconded by Samantha Chenier: *Be it resolved that the Board approve the Library Director job description.* CARRIED

The board discussed the need to move forward with hiring a Library Director, and whether to invite a community member with HR expertise to participate.

Motion by Sam Atwal, Seconded by Lois Halko: *Be it resolved that the Board identify a community member with HR expertise to join the hiring committee.* DEFEATED.

The board discussed the need for including someone with library expertise in the hiring process. Anne recommended that this would be essential, and that the Board might explore whether another Library Director might be willing to assist. Anne recommended that the hiring committee develop a timeline with times earmarked for reviewing applications, shortlisting and interviewing before posting the role.

9. Consultant biweekly update

Motion by Lois Halko, Seconded by Sam Atwal: *Be it resolved that the February 20, 2024 Consultant Update is received.* CARRIED

Suzanne provided an update that she has been in touch with the governance coach, and that she is waiting to hear back from Rose Sharma on her availability to meet.

The Board discussed the letter from the Ministry dated November 24, 2023. Anne will recirculate the letter to the Board (done during the meeting). Suzanne will contact the Ministry to see which items are outstanding.

Motion by Lois Halko, Seconded by Samantha Chenier: *Be it resolved that the Board request Anne O'Shea to send a proposal for support beyond the remaining hours in her contract which ends March 4th.* CARRIED

Hungry requested a copy of the Ministry email about his board term. Anne will forward the documentation.

10. Correspondence

- a. Library Closure – Email February 7, 2024 from local resident
- b. Resignation from Sparwood Public Library Treasurer's Position – email February 20, 2024 from Debbie Fraser

Motion by Samantha Chenier, Seconded by Lois Halko: *Be it resolved that all correspondence is received.* CARRIED

11. Overdue Fees

SPL previously announced that it was no longer charging late fees on overdue materials, but there is no documented policy reflecting this decision. The intent was for this to be an interim policy due to COVID, but the Library did not begin charging overdue fees again. The catalogue is still assessing overdue fees, and staff are manually overriding them when items are returned which takes additional time. Given the volume of 800+ items anticipated to arrive at SPL when the reopening is announced, the Board should confirm whether it would be charging overdue fines or not, so the software can be updated and the staff and community have clarity on whether SPL charges overdue fines. The Board discussed the pros and cons of late fees.

Motion by Lois Halko, Seconded by Sam Atwal: *Be it resolved Sparwood Public Library eliminate late fees on overdue items.* CARRIED

Anne will contact the team and have them make the necessary changes to simplify checking in materials. She will work with Tina to find out any other fines or fees the library is charging so the Board can develop a clear policy and post this information to the website.

The meeting moved in camera at 9:55 pm MST

The Board returned to the regular agenda at 10:05 pm MST

12. Cleaning update

Rose verbally reported to Suzanne that she had contacted the cleaners, and the bill had increased due to a request for increased service. She has asked them to return to the original schedule, which should reduce the bill. SPL is responsible for supplying cleaning supplies.

Suzanne did not have further details. **Action item: Rose to send details of the new cleaning costs and schedule to the board.**

13. Insurance update

Sam Atwal confirmed that the District of Sparwood has renewed the errors and omissions insurance for the board as a non-profit. The policy is a five-year policy, retroactive to Jan 1. There is a \$10,000 deductible. The invoice will come to SPL for processing.

14. District of Sparwood

The District of Sparwood requested last year that the Board or a representative be present in council when the Category 1 funding request is presented, to answer questions. Both the District and the Province want greater accountability to how funding is spent. The District budget process unfolds in the fall.

15. Volunteer Income Tax Program

SPL has been approved by Canada Revenue Agency to offer volunteer-run income tax clinics. The local volunteer wants to move ahead, and many people in the community are asking whether the Library will be providing this service. Normally this would begin on March 1, but the 2024 timing is difficult as there is not yet a fixed reopening date.

In the past, SPL staff receive the paperwork and confirm the contact information, and then the volunteer files the tax returns remotely. Last year 104 people used the income tax clinic.

The Board agreed that the Library could start receiving the paperwork on March 19th, which provides some flexibility for reopening dates. If the volunteer is worried about having too many people in a shorter period, she can let the library know how many returns she can process, and the library will ensure that the spots are allocated on a first come first serve basis. **Lois will get in touch with the volunteer to confirm how to proceed and will report back.**

16. Adjournment – 10:24pm MST

Next meeting: Monday March 4, 7:15 pm MST

POLICY

1. **Accounts Payable** – For consistency of information and control, two signatures are required on cheques. Accounts payable will be paid within 30 days of invoice date, and where applicable early payment discounts will be taken advantage of.
2. **Payroll Cheques** – For consistency in information and control, two signatures are required on payroll cheques.
3. **Monthly Accounting** – The monthly accounting will be completed by the 15th of the following month. Cheques, deposits, and journal entries will be posted monthly into the general ledger.
4. **Monthly Financial Statements** – Summarized year-to-date financial statements (unaudited) will be forwarded to the Finance Committee. Monthly financial statements to be provided with actual versus budget figures. The bank reconciliation to be signed off monthly.
5. **Quarterly Financial Statements** – Summarized quarterly financial statements (unaudited) will be presented by the chief librarian and/or a **SPLA** board member to the District of Sparwood council.
6. **Government Remittances** – A statement signed by the Treasurer and/or designate will be included in monthly financial statements confirming that government payroll remittances for the previous month have been remitted and that payroll is current. Remittances will be accrued to the appropriate month.
7. **Banking** – On receipt, all cheques will be stamped “for deposit only to the account of **SPLA**.” Cheques will be deposited to **SPLA’s** account within five (5) business days of receipt.
8. **Authorization Limit** – Staff or Board members have the authorization to purchase or order items within the **SPLA’s** approved annual budget for any individual amount up to **\$300.00**. Non-budgeted items must be submitted to the Board for approval.
9. **Staff and Volunteer Travel Reimbursement** – Travel will be reimbursed monthly upon submission of documentation outlining destination, kilometres travelled and reason for travel. The Treasurer/Finance Committee will be responsible to undertake an annual review of mileage reimbursement and make recommendations to the Board for any changes. Travel advances will be given with appropriate supporting documentation and must be approved by the Treasurer. For conferences, a report to the Board must be prepared itemizing costs and rationale for attending a conference as part of the annual budget process. Board approval must be given before incurring any conference expenses.
10. **Fiscal Year End –SPLA’s** year end is December 31. On an annual basis, prior to that date, the Board shall determine the nature of the engagement to be conducted by **SPLA’s** independent accounting firm. (Audit, Review or Notice to Reader). All materials required for the year-end financial statement preparation will be completed by the end of March for presentation to the **SPLA’s** independent accounting firm. Draft financial statements will be presented to the Finance Committee annually for review. Per Section 40 (3) of the BC Library Act, the **SPLA** must
 - a. Prepare annual financial statements in accordance with generally accepted accounting principles,
 - b. Provide a copy of the financial statements for inspection by the members of the public library association at or before the annual general meeting, and
 - c. Provide a copy of the financial statements to any municipality or regional district that is eligible under Section 35 of the BC Library Act to make an appointment to the library board.

Policy C.1 – Financial Operations

11. **Budget** – Per Section 40 (1) of the BC Library Act, in each year, the **SPLA** must prepare and approve a budget for providing library service. The draft budget for the upcoming fiscal year will be presented to the Board no later than the last board meeting of the current fiscal year. Per Section 40 (2) of the BC Library Act, the **SPLA** board has, subject to the approved budget, exclusive control over the expenditure of
 - a. All money raised by, or grants or contributions provided to the public library association,
 - b. All money given to the public library association,
 - c. The revenue derived from any source, including
 - i. Fees
 - ii. Fines, and
 - iii. Money recovered by the library board for detention, damage or loss of library materials, and
 - d. All money received by the public library association under an agreement to provide library service.
12. **Annual General Meeting** – Per Policy C.1, 9 financial statements for the preceding fiscal year shall be presented to the members at the Annual General Meeting.
13. **Capital Items** –**SPLA's** capitalization threshold is \$2,500.00 and the asset must provide a lasting benefit to **SPLA**. Assets that are greater than or equal to the capitalization threshold are to be reported on the balance sheet and depreciated over the asset's useful life.
14. **Reviewing Accumulated Operating Surplus** – Upon confirmation of an operating surplus, the Finance Committee will undertake the following:
 - a. Determine whether the surplus contains restricted funds. Restricted funds may include
 - i. **Temporarily Restricted Funds** – These funds usually come from government funds or grants and are restricted for a certain purpose or a time limitation, such as the completion of a project.
 - ii. **Solicited Donations** – When donations are solicited for a specific purpose or program, they become restricted funds, meaning that they are earmarked for those specific programs. For example, if the **SPLA** solicits donations specifically for the purchase of new computers, then the donations must go towards that purchase. (To prevent an issue if excess funds are raised, the **SPLA** can indicate on donation, materials that excess funds will go to a secondary cause.)
 - b. Once restricted fund allocations are removed from the surplus, review the operating needs of **SPLA**, and consider
 - i. Whether an allocation from the surplus is to be transferred to an investment account. When reviewing investment options, the Finance Committee to consider the rate of return, liquidity, and risk. The Finance Committee shall favour investment options that provide the highest rate of return with the least amount of risk. The Treasurer shall make a recommendation to the Board on the amount to be transferred.
 - ii. Pay down debt, if applicable.
 - iii. Invest in **SPLA** programs. (e.g. expand existing programs or offer a new program).
15. **Insurance** – The Treasurer will prepare a report annually on **SPLA'S** insurance coverage. The report will include information on substantive changes to **SPLA's** operations that could impact coverage. At a minimum, **SPLA** shall have a Commercial General Liability policy and a

Policy C.1 – Financial Operations

Directors' and Officers' Liability policy. **SPLA** will seek comparative quotes every three (3) years.

16. **Capital Acquisition Costs** - When **SPLA** acquires new capital assets, the acquisition costs are expensed against the new asset.

PURPOSE

17. The purpose of this policy is to provide guidelines for **SPLA's** financial operations.

RESPONSIBILITY

18. The Board is responsible for monitoring efficient use of resources and ensuring the establishment of proper financial controls and policies.

PROCEDURES

19. This policy will be reviewed annually.

POLICY

1. Per Section 55 (1) of the BC Library Act, members of the **SPLA** board are not entitled to be paid by the library board for their services but may be reimbursed by it for reasonable travelling and out of pocket expenses, including childcare expenses, necessarily incurred by them in performing their duties under the Act.
2. The Board, prior to the expense being incurred, must approve requests for reimbursement. For approved expenses, with the exception of per diems, receipts must accompany request for reimbursement.
3. Per Section 55 (2) of the BC Library Act, a library board may not reimburse a member for any expense if another body reimburses the member for the expenses or pays the expenses.
4. Mileage reimbursement rate is according to the Canada Revenue Agency automobile allowance rate. Updated annually; the rate can be found at:

[Automobile allowance rates - Canada.ca.](#)

Meal/per diem reimbursement when travelling on behalf of the **SPLA** will be in accordance with the British Columbia Treasury Board Orders and Directives. Updated annually, the rates can be found at:

[Meal/Per Diem Allowances](#)

PURPOSE

5. The purpose of this policy is to reimburse volunteers and staff at approved rates, and in accordance with annual budgets.

RESPONSIBILITY

6. The oversight of this expense reimbursement is the responsibility of the Treasurer and the Finance Committee.

PROCEDURES

7. This policy will be reviewed annually.

POLICY

1. The preparation of the annual operating budget requires the review of the following:
 - a. What are the highest priorities in terms of services, including possible new programs as well as increases in existing programs?
 - b. Are there any programs or activities that, even when efficiently managed, have not yielded benefits equal to their costs?
 - c. To what extent is it possible to reduce existing costs by greater efficiency and savings?
 - d. How much money will be needed for obligations already incurred?
 - e. What does it cost to continue existing programs?
 - f. How much money is needed to be saved to cover future contingencies?
 - g. What grants are available for application in the upcoming fiscal year?

Capital Expenditures

2. Capital expenditures are funds spent for equipment, major repairs to facilities and equipment and other items with a long useful life. **SPLA's** capitalization threshold is \$2,500.00.
3. The Board shall create a long-range fiscal plan relating to capital expenditures. The plan shall be for three to five years. The capital acquisition and replacement plan shall be based upon equipment expected life.

Budgeting Annual Income

4. Determining annual revenue can be one of the more difficult parts of developing a budget – simply because it is harder to forecast than expenses.
5. Organize charitable income by source: grants, fundraising, donations, and another income sources. Using a grading system can distinguish different levels of risk for each revenue source. (e.g., "A" for most dependable, "B" less so, etc.) Assign each grant a percentage that indicates the likelihood of receiving the grant. (e.g., if there is a 50% chance to a \$10,000 grant, use \$5,000 in the budget.)
6. Per Section 46 (1) of the BC Library Act, a library board must not charge for
 - a. Admission to any part of a building used for public library purposes, or
 - b. Using library materials on library premises.
7. Per Section 46 (2) of the BC Library Act, a library board must allow residents and electors of any area served by the library board to do the following free of charge:
 - a. Borrow library materials that are normally lent by the library and that belong to prescribed categories of library materials;
 - b. Use reference and information services as the library board considers practicable.
8. Per Section 46 (3) of the BC Library Act, a library board may charge fees for services not required to be provided free of charge under this section, including for the use of services described in 46 (2) by anyone who is not a resident or elector of an area served by the library board.

Determining Operation Expenses

9. It is essential that the Board know the costs of delivering services. The four cost categories the need to be tracked are:
 - a. **Direct Costs** – The costs for staff salaries, staff benefits, operational supplies, and equipment. These costs are budgeted every year and are specific to delivering the programs key to **SPLA's** charitable purpose.
 - b. **Indirect Costs** – These costs include utilities (water and sewer, electricity, phone, etc.) and maintenance and administrative expenses such as computers, printers, etc.
 - c. **Fixed Costs** – The costs associated with large capital outlays for equipment like loan payments.
 - d. **Profits** – Operating surplus that may be allocated to a reserve fund for future capital purchases or contingencies.
10. The budget planning process to adhere to the following timeline:
 - a. Three months prior to fiscal year-end:
 - Detail capital items and prioritize
 - Determine the operational expenses for the upcoming fiscal year.
 - Estimate income
 - Develop payroll costs
 - b. Two months prior to fiscal year-end:
 - Complete draft operating budget
 - Review with Board members
 - c. One month prior to fiscal year-end
 - Submit final draft operating budget to Board for approval

PURPOSE

11. The most important objective of **SPLA** is to maintain a sound financial position. A budget is a fiscal plan of operation. Key benefits of budgeting:
 - a. The budget is a management tool for financial control.
 - b. The process of developing a budget offers **SPLA** insight into programs, activities, and expenditures.
 - c. It provides the Board and staff with the direction to spend money for specified, clearly understood purposes.
 - d. It becomes the instrument that authorizes expenditures.

RESPONSIBILITY

12. The oversight of the budgeting process is the responsibility of the Treasurer and the Finance Committee.

PROCEDURES

13. This policy will be reviewed annually.

POLICY

Commercial Liability Insurance

1. **SPLA** is legally obligated to protect their volunteers, staff, and others while on the premises. **SPLA** is additionally obligated to ensure that the library is safe, and that work performed does not cause injury or damage to others. Basic commercial general liability covers the following:
 - a. Bodily injury to others
 - b. Personal injury to others
 - c. Property damage to the property of others
 - d. Advertising injury to others (This protects the policyholder against claims of stolen ideas or copyright infringement related to advertising.)
2. A standard commercial general liability policy for **SPLA** should also cover:
 - a. Medical costs incurred by others as a result of an accident.
 - b. Tenants' legal liability coverage for damage caused to leased premises, if applicable.
3. **SPLA** is to have in place a commercial general liability policy for a minimum of five million dollars (\$5,000,000).

Commented [LK1]: SPLA owns the building? Or does the District of Sparwood? If so, do you need to obtain insurance for the premises or is it covered by the District's insurance policy?

Directors and Officers Liability Insurance

4. Directors and Officers liability insurance provides financial protection for the board members of the **SPLA** if they are sued in conjunction with the performance of their duties. Directors and Officers insurance also provides coverage for defending a lawsuit including legal fees, judgement, and settlement.¹
5. Directors and officers (board members) are expected to perform honestly, in good faith, and in the best interest of the library. [Section 54 of the BC Library Act](#) provides protection to members, officers, and employees from personal liability for acts done in the performance of their duties and in the exercise of their powers. Section 54 of the BC Library Act, does not provide a defence for personal liability where the member, officer, or employee exercised their powers or duties:
 - a. With dishonesty, gross negligence or malicious or willful misconduct; or
 - b. Where the cause of action is libel or slander.²
6. **SPLA** is to have in place a Directors and Officers liability insurance policy for a minimum of one million dollars (\$1,000,000).

Commercial Property Insurance

7. Commercial property insurance protects the building and its contents. A commercial property insurance policy should cover the following:
 - a. The building, plus any permanent fixtures, fittings, extensions, etc. and improvements made to the building.

¹ Pushor Mitchell LLP, January 18, 2024, Why Director & Officer Insurance Makes Sense for Libraries

² Pushor Mitchell LLP, January 18, 2024, Why Director & Officer Insurance Makes Sense for Libraries

- b. The equipment and furniture.
- 8. To ensure that **SPLA** is adequately protected, the Board shall itemize the value of each asset that is insured. Typically, insurance policies refer to:
 - a. **Actual cash value** – the cost to replace an asset plus appreciation and less depreciation.
 - b. **Replacement cost value** – the cost of repairing or replacing damaged property with new property of the same kind and quality.
- 9. The Board of **SPLA** shall review insurance options based on the assets requiring coverage. Typically, a basic commercial property insurance policy will cover “named perils”, which specifies the types of incidents it will cover. Or the Board of **SPLA** may select a “broad form policy”. A broad form policy covers losses caused by all perils except those that are specifically excluded by the policy.
- 10. On an annual basis, the Board of **SPLA** shall review the commercial property insurance policy to ensure that there is sufficient coverage for the club’s assets.

PURPOSE

- 11. Insurance policies are intended to help cope with the financial consequences of unpredictable events. **SPLA** shall carry sufficient insurance coverage to mitigate the effect of these events and to ensure the long-term sustainability of the club.

RESPONSIBILITY

- 12. The review and oversight of **SPLA’s** insurance coverage is the responsibility of the Board.

PROCEDURES

- 13. This policy will be reviewed annually.

POLICY

Operating Reserve Fund

1. An operating reserve fund is intended to provide an internal source of funds for situations such as a sudden increase in expenses, one-time unbudgeted expenses, unanticipated loss in funding or uninsured losses. Operating reserve funds are not intended to replace a permanent loss of funds or eliminate an ongoing budget gap.
2. It is the intention that **SPLA's** operating reserve fund to be used and replenished within a reasonably short period of time. The operating reserve fund is defined as a designated fund set aside by the Board. The minimum amount to be designated as an operating reserve fund will be established in an amount sufficient to maintain ongoing operations and programs for a set period of time, measured in months.
3. The minimum operating reserve fund is equal to **[one/two/three/six]** months of average operating costs. The calculation of average monthly operating costs includes all recurring, predictable expenses such as salaries and benefits, rent and administration. Depreciation, in-kind and other non-cash expenses are not included in the calculation.
4. The amount of the operating reserve fund will be reviewed annually as part of the budget process and adjusted in response to both internal and external changes.
5. The amount of the operating reserve fund and the details of the restriction must be approved by a motion of the Board.

Building and Capital Asset Reserve

6. The building and capital asset reserve is intended to provide a ready source of funds for repair or acquisition of equipment necessary for the effective operation of **SPLA's** shelter. The target amount of the building and capital asset reserve fund will be determined by the Finance Committee and approved by a motion of the Board.
7. The building and capital asset reserve fund is classified as restricted.

Accounting for Reserve Funds

8. The reserve funds will be recorded in the financial statements as:
 - a. Operating Reserve Fund
 - b. Building and Capital Asset Reserve Fund
9. If the reserve funds are deemed to be internally restricted, the reason for the restriction and the date it was approved by the Board to be noted in the financial statements.
10. Reserves will be maintained in a segregated bank account or investment fund as recommended by the Treasurer and the Finance Committee.

11. The reserves will be funded with surplus unrestricted operating funds. The Board, upon a recommendation from the Treasurer and the Finance Committee, may direct that a specific source of revenue be set aside for reserve.

Use of Reserves

12. The Board will identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves outlined in this policy. This step requires analysis of the following:
 - a. The reason for the shortfall.
 - b. The availability of any other sources of funds before using reserves.
 - c. Evaluation of the time period that the funds will be needed and replenished.
13. Authority for use of reserves is delegated to the Treasurer and Finance Committee. The suggested use of reserve funds will be reported to the Board at a regularly scheduled Board meeting, accompanied by a description of the analysis and determination of the use of funds and plans for replenishment to restore the reserve fund to the target minimum amount.
14. The Treasurer is responsible for ensuring that the reserve funds are maintained and used only as described in this policy. Upon approval for the use of reserve funds, the Treasurer will maintain records of the use of funds and plan for replenishment, if required.

PURPOSE

15. The purpose of the reserve funds policy is to ensure the stability and ongoing operations of **SPLA** and to provide a source of internal funds for organizational priorities such as building improvements, programming, and capacity building.

RESPONSIBILITY

16. The oversight of reserve funds is the responsibility of the Treasurer and the Finance Committee.

PROCEDURES

17. This policy will be reviewed annually.

POLICY

1. The decision to dispose of a capital asset shall be approved by a Board motion and documented in the minutes. If feasible, the capital asset will be sold or used on a trade-in for a replacement asset.
2. The capital asset will be removed from the balance sheet with a notation of the disposal method and date.

PURPOSE

3. **SPLA** recognizes that equipment will become obsolete, broken, or redundant. The policy ensures a consistent disposal method for organization assets

RESPONSIBILITY

4. The oversight of fixed asset disposal is the responsibility of the Treasurer and the Finance Committee.

PROCEDURES

5. This policy will be reviewed annually.

C.7 – Public Libraries Reporting and Accountability

POLICY

1. To ensure public accountability and financial transparency, public libraries that receive provincial grants or funding must submit three (3) reports to the provincial government as part of the public library accountability framework.
2. Annually, the **SPLA** will receive a letter outlining the purposes of each grant received, expectations on use of those funds, and reporting deadlines. The board, through the Chief Librarian, is responsible for submitting financial, written, and statistical reports.
3. The three (3) reports are:
 - a. Annual Survey of BC Public Libraries.
 - b. Provincial Public Library Grant Report (PLGR) – The Ministry of Municipal Affairs through the Public Libraries Branch distributes annual grants to public libraries. Provincial funding is in addition to support from local government. The PLGR provides an opportunity for libraries to showcase their achievements throughout the year and demonstrate how they support both local and provincial priorities.
 - c. Statement of Financial Information (SOFI) – All BC public libraries and library federations that receive provincial grants are required to submit an annual SOFI, as per section 2 of the Financial Information Act (FIA).
4. Detailed information about these reports, including instructions and deadlines, is available through the provincial website in the [Reporting and Accountability section](#).
5. The **SPLA** board is responsible for ensuring each of these reports are submitted accurately each year. In the case of the SOFI, the board chair is required to sign the report as part of the official report.³

PURPOSE

6. The **SPLA** board members are responsible for ensuring that the finances of the public library are managed in accordance with public sector accountability and with the highest level of accuracy and transparency.⁴ Compliance with the Ministry and the Public Libraries Branch's annual reporting requirements is required.

RESPONSIBILITY

7. The oversight and completion of the annual reports is the responsibility of the Treasurer, the Finance Committee, and the Chief Librarian.

PROCEDURES

8. This policy will be reviewed annually.

³ BCLTA website, BCLTA Governance Workbook: Financial Oversight

⁴ BCLTA website, BCLTA Governance Workbook: Financial Oversight

Sparwood Public Library Reopening Update

Prepared by: Anne O'Shea, Library Consultant

Date: March 3, 2024

Background

At the February 5, 2024, Board Meeting, Trustees approved the Recommendations for Reopening document, which provides a roadmap for SPL toward and beyond reopening. This report provides an update on progress on those recommendations, and additional details for the Board's review.

Confirmed reopening dates

The soft opening will be on Wednesday, March 6th

A reopening celebration will be advertised for Tuesday April 2nd, 11 am, giving staff time to work out any reopening bugs, and work with the Board Chair and Vice Chair to plan reopening celebration.

Human Resources

a. Interim supervisor

Tina Hayes began work as the Interim Part-Time Supervisor on February 20th. She has been focused on restarting library operations and software, reviewing processes, and training new casual staff. She has been on site for the past two weeks and will be on site full-time next week to support the first week of opening operations as well. Once the library is reopened and operations have stabilized, Tina will be on site on Tuesdays and Wednesdays and available for urgent matters from the staff or Chair by phone during other library operating hours. This part-time role is not the full scope of a Library Director and will have a very close focus on operational matters, with limited capacity for other areas of work.

b. Continuing staff

The regular staff returned to work on February 20th, 2024. A staffing Schule has been developed for March, which was approved by the Chair/Vice Chair. Scheduling of staff is an operational matter, which would not ordinarily involve the Board, but given the absence of a Director and approved budget, approval was sought from the Chair and Vice Chair.

c. Newly hired casual staff

Two new casual staff began training on Feb 27, and a third will begin on March 5. The fourth person declined the role.

d. Library Director

The job description was approved on February 21, and a hiring committee was struck. The next step for the committee is to meet to develop a timeline for hiring.

e. HR processes

The Interim Part Time Supervisor and Consultant are drafting and reviewing standard operating procedures such as absences, levels of service, and break coverage.

2. Library Operations

1. Facilities

Underway	Completed Items
<ul style="list-style-type: none">• Replace ceiling tiles (seeking quote)• Replace drip valve in utility room (seeking quote)• Locate the fire safety plan and update it with the new fire alarm code (lock box has been found, need to work with fire department for access)• Working with ELN/Illume to restart ILL systems.• Restarting the ILS gradually so staff can prepare for reopening and address the backlog of materials, and fully restore all public-facing functionality by the soft opening date.	<ul style="list-style-type: none">• Alarm Panel upgrades• Limit access to video surveillance cameras• Test new circulation computer• Replace circulation computer

Recommended additional facilities work:

I recommend that SPL purchase and install a “people counter” which will automatically count how many people visit the library each day. This information is currently collected by staff, who use a clicker to note each time a person comes into the library. A people counter can be sourced for under \$300 and provides a more accurate and less manual way to count this information. The information is provided to the Ministry in the annual statistical report and the data will be valuable for the future director who can look at which days are busiest and use this to develop hours of operations and staffing schedules.

2. Hours of operation – First month

	Previous hours	March 6-8	March 12-28
Monday	Closed	Closed	Closed
Tuesday	10-5	Closed	10-5
Wednesday	10-5	1-5	10-5
Thursday	10-5	1-5	10-5
Friday	10-5	1-5	10-5
Saturday	1-5pm	Closed	Closed
Sunday	Closed	Closed	Closed
		For the soft reopening week, the library will provide half-day service and add the additional opening hours when the casual staff are fully trained, and daily operations are running smoothly.	SPL will move to full days, 4 days a week

Hours of operation – April 2 and beyond

Once operations are running smoothly, SPL should expand to full hours of operation. As previously recommended, restoring Saturday hours and shifting the service hours to include some evening service will provide better access for the community.

The District of Sparwood category 1 funding deliverables state that SPL is responsible

“To provide public access to the Sparwood Public Library which includes:

- Opening the Sparwood Public Library to the public a minimum of 7 hours a day, 5 days a week, including a Saturday. For two days per week the library should be open until 7:00 pm. (upon resuming normal operations.)
- Lending books, videos, audio books and other print items
- Provide free access to public computers and internet
- Provide photocopy, scanning and fax services
- Developing, organizing and facilitating youth, adult and senior programs”

Hours of operation for April and beyond will be developed this month.

3. Collections

As approved on February 21, a catch-up order has been submitted to United Library Service, and Tina is working with ULS to confirm the details of book processing and cataloguing. The spending targets provided to ULS are based on SPL's usage statistics, focusing on updating popular collections such as Easy Readers, Adult fiction and nonfiction, Junior and Teen fiction and nonfiction, early readers, and graphic novels.

4. Programs

The library is prepared to begin hosting the CVITP tax clinics beginning March 12th. I am reviewing the grant paperwork as there is some discussion of purchasing a computer for this clinic using the grant, but it's not clear where this information came from. If anyone has any background, please let Anne know.

A budget should be set for the reopening celebration, which could include programming elements. A moderate budget of \$500 should be plenty to cover refreshments and some entertainment.

5. Communication plan

At the Feb 22 Board meeting, the Board approved a budget of up to \$1500 to develop a communications plan to support reopening. The outline and key messages were reviewed and approved and reviewed by the Chair and Vice Chair.

Monday, March 4th

- Letters sent to:
 - District of Sparwood
 - East Kootenay Regional District
 - Ministry of Municipal Affairs

Tuesday, March 5th

- Website updates, including the banner
- Facebook update
- Media release
- Courtesy email to patrons (send via SPL's ILS) thanking people for their patience and asking them to begin returning materials.

Thursday, March 7th

- Newspaper ad in the Fernie Free Press announcing that the library is open, and sharing details for the April 2 reopening celebration.

Financial Management

a. Review of 2023 Finances

SPL's accountant is working on the 2023 Financial Statements, which will come to the Board for review and approval. They have Andrea's contact information for access to any financial records needed in their review.

b. Budget development

SPL submitted a draft budget to the Sparwood District (attached below) in its request for funds. However, the Board needs to review the 2024 budget and allocate funds to meet the needs for 2024 operations.

c. District funding

The District of Sparwood funding agreement is in the Board Agenda package. Trustees should note the conditions for funding.

d. Fines

On February 22, 2024 Trustees voted to eliminate late fees. This information has been shared with the BC Libraries Cooperative, who are making the necessary adjustments to SPL's Integrated Library System. I have asked Tina to collect information about any other fees charged by SPL so the Board can review these and formalize a policy outlining fees that can be approved annually.

3. Governance

a. Governance support

Governance support is now in place with Babs Kelly.

b. AGM

The AGM should be held in the spring when the financials are ready. The Ministry will be issuing additional guidance which will be shared with the Board when it arrives.

c. Policy development

At the February 5th, 2024 meeting Trustees approved part A (Policy Manual Administration) and B (Governance) of the draft policy framework developed for SPL by the Columbia Basin Trust. Laurie Klassen will bring the next sections forward at to the March 4th meeting. The remaining draft sections to be reviewed and adopted after that date include:

- d. Operations
- e. Information and Communications Technology
- f. Human Resources and Volunteer Management

Anne has recommended that the following policies be part of SPL's policy framework:

- Intellectual Freedom
- Privacy
- Fines and Fees



THIS FUNDING AGREEMENT dated for reference the 22-day of February 2024.

Category 1 Funding Agreement

BETWEEN

Sparwood Public Library
110 Pine Ave,
Sparwood, BC V0B 2G0

(the "Recipient")

AND

District of Sparwood
Box 520, 136 Spruce Avenue
Sparwood, BC V0B 2G0

(the "District")

WHEREAS

- A. The District of Sparwood Council received a request for funding from the Recipient and identified the request as a standing budget item in the municipal operating budget where only the level of support needs to be confirmed annually during the budget process (the "Category 1 Request").
- B. The District of Sparwood Council has approved funding for an operating grant in the amount of \$206,738 a capital grant in the amount of \$10,000 and a donation matching grant in the amount of \$6,000 by Council resolution on November 21, 2023. (the "Funding").

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. TERMS OF THE AGREEMENT

- 1.1 The term of this Agreement shall be for a period of one (1) year, beginning on January 1, 2024 (the "Term").
- 1.2 If the Recipient is not in default hereunder, this Agreement will be reviewed annually as part of the District's annual budgeting process, and where the District's annual budget so provides, the District may, but is not obligated to, renew this Agreement for a further term of one (1) year on the same terms and conditions contained herein, including this renewal provision.

- 1.2 The Recipient will carry out and undertake the deliverables outlined in Schedule A (the “**Funding Deliverables**”) to advance the public purpose of the District specified in Schedule A in accordance with the terms of this Agreement.
- 1.2 The Recipient will not make any changes to the Deliverables outlined in Schedule A without the prior written consent of the District.
- 1.3 The Recipient recognizes and confirms that it may have provided information to the District through an application process, funding request, or other submission, and agrees to provide the District with further information as the District may reasonably require in relation to this Agreement and, notwithstanding Section 15.2, such information will be used and relied on as accurate and complete. The Recipient will immediately notify the District of any changes to any information provided to the District that relates to this Agreement.

2. FUNDING

- 2.1 The District will provide the Funding to the Recipient in the amount of \$206,738 for an operating grant and \$10,000 capital grant payable in four equal quarterly installment(s) of \$54,184.50. The donation matching grant in the amount of \$6,000 will be payable in one installment.
- 2.2 The Recipient will only use the Funding for the purpose of carrying out the Funding Deliverables in connection with the activities described in Schedule B (the “**Eligible Expenses**”), and for no other purpose without prior written consent of the District.
- 2.4 If, at the conclusion of the Term, a portion of the Funding remains unexpended, the District may, but is not obligated to, agree that the unexpended portion of the Funding be used for other Recipient projects that Council identifies as a Category 1 Request. If the District does not agree to re-allocating the unexpended portion, then the Recipient will return the unexpended portion of the Funding to the District.

3. DOCUMENTATION & REPORTING

- 3.1 No later than September 15 of each year, the Recipient will be required to submit to the Director of Community Services a funding request, which includes the following information:
 - (a) An annual report highlighting the funded services, operations, or events for the prior year, which includes:
 - i. a copy of the Recipient's most recent financial statements;
 - ii. a copy of the Recipient's budgeted and actual expenditures for the current year;
 - iii. a detailed report outlining how the Recipient's previous year's funding was spent that outlines the Funding Deliverables achieved by the Recipient, and which itemizes the Eligible Expenses that were paid for with the Funding;
 - iv. the request for the upcoming year's funding and/or support along with an overview of plans, activities, and a detailed budget for the upcoming year;

- v. A copy of the certificate of insurance, in accordance with Section 6, which names the District as an additional insured.

3.2 Where the Funding is provided in quarterly installments, the Recipient shall provide a quarterly financial report that includes the approved and actual expenses, outlining the Funding Deliverables achieved by the Recipient, and which itemizes the Eligible Expenses that were paid for with the Funding, prior to release of the quarterly requisition.

4. RECIPIENT'S REPRESENTATIONS AND WARRANTIES

4.1 The Recipient represents and warrants that:

- (a) it will comply with all applicable codes, laws and ordinances and, if it is a corporation or other statutory entity duly incorporated or created under legislation, it represents that it is in good standing under the applicable laws of each jurisdiction in which it was created and will maintain good standing during the Term of this Agreement;
- (b) it has the power, authority and capacity to enter into this Agreement and carry out the Funding Deliverables outlined in Schedule A.

5. INDEMNITY

5.1 The Recipient will defend, indemnify and save harmless the District, its elected officials, officers, directors, employees, contractors, servants, representatives, predecessors, successors, assigns, and agents from and against any and all demands, claims, applications, complaints, actions, causes of action, suits, contracts, damages, costs (including legal costs), liabilities, judgments, and expenses of any nature or kind whatsoever, whether in law or in equity, by reason of or in any way arising out of or relating to any matter connected with this Agreement or the Recipient's Funding Deliverables, including personal injury or death.

6. INSURANCE

6.1 The Recipient will obtain and maintain insurance coverage, at its own expense, for all risks arising from the circumstances mentioned in Section 5 above, in the amount and with such insurers as are appropriate having regard to the nature of the Deliverables and the risks associated therewith, in a form acceptable to the District acting reasonably.

6.2 The Recipient agrees to name the District as an additional insured with a cross liability clause on the insurance required herein. On request, the Recipient will provide the District with a certificate of insurance or copy by the insurer showing the District as an additional insured.

7. FURTHER ASSURANCES

7.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

8. FINANCIAL MANAGEMENT AND AUDIT

- 8.1 The Recipient will at all times during this Agreement, and for a period of seven (7) years after the end of this Agreement (the “**Record Keeping Term**”), keep and maintain financial records with supporting receipts, and related records associated with the terms of this Agreement. All such records will be maintained in accordance with the Societies Act, Business Corporations Act and the applicable accounting standards issued by the Accounting Standards Board and the Public Sector Accounting Board.
- 8.2 The Recipient agrees to permit the District, its agents and/or its auditors to inspect, audit and obtain copies of the records required under Section 8, on request, at all reasonable times during the Record Keeping Term.

9. SEVERABILITY OF PROVISIONS

- 9.1 If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

10. FORCE MAJEURE

- 10.1 A failure to perform any obligation under the Agreement that results from any extraordinary matter beyond the control of the parties, including strike, lockout or any other action arising from a labor dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from (the “**Force Majeure**”), will not be considered to be a breach of any term of this Agreement.
- 10.2 The parties agree that a Force Majeure may reduce or suspend obligations pursuant to this Agreement, as the case may be, but not longer than the continuation of the Force Majeure, except for a reasonable time period after, if required for a party to resume its obligations.
- 10.3 A party rendered unable, wholly or in part, by a Force Majeure to comply with its obligations under this Agreement will provide the other party notice of the Force Majeure as soon as reasonably possible.

11. NOTICES

- 11.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, electronic mail or facsimile addressed to the other party at the address provided above or at such other address as either party will later designate to the other in writing.

12. DISPUTE RESOLUTION

- 12.1. If a dispute should arise out of or in connection with this Agreement, the parties agree to attempt to resolve such dispute by the District and Recipient discussing in good faith.
- 12.2. Any dispute which cannot be resolved within thirty (30) days pursuant to Section 12.1 will be referred to mediation. The mediation will be held in Sparwood, or online if agreed upon by both parties. The District and the Recipient will agree on the choice of mediator and will share the cost equally.

- 12.3 If the dispute has not been resolved within thirty (30) days of the notice of desire to mediate, any party may terminate the mediation and proceed to arbitration as set out below.

The dispute will be resolved by arbitration at Arbitrators Association of British Columbia pursuant to the general Arbitrators Association of British Columbia Rules for Arbitration. Either party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in Sparwood, or online if agreed upon by both parties.

The arbitration shall proceed in accordance with the provisions of the Arbitration Act in the Province of British Columbia. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. The costs of the arbitrator shall be divided equally between the parties.

13. AMENDMENT AND INTERPRETATION

- 13.1 No amendment of this Agreement will be valid unless it is agreed to in writing and signed by the parties hereto. The District may, in its sole discretion, waive one or more terms of the Agreement and any such waiver must be in writing, and the waiver will not affect the rights of either party with respect to any other or future breach.
- 13.2 In the event of a conflict or inconsistency between any provision in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

14. EARLY TERMINATION

- 14.1 The District may terminate this Agreement immediately on written notice to the Recipient in the event the Recipient has breached a term or condition of this Agreement and such breach has not been cured within 30 days after receipt of written notice and dispute resolution in accordance with Section 12 has not been initiated within such 30 day period or diligently pursued to completion thereafter.
- 14.2 In the event of a termination described in Section 14.1, the District will pay only such portion of the Funding not then advanced pursuant to Schedule A for Eligible Expenses up to the effective date of termination, which payments will not exceed the amount of the Funding. If, at the date of termination, a portion of the Funding is unexpended, then the Recipient will return the unexpended portion of the Funding to the District.

15. GENERAL

- 15.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 15.2 This Agreement constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.
- 15.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

- 15.4 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint ventures and neither party will have any right to obligate or bind the other party in any manner.
- 15.4 Nothing contained in this Agreement is intended or will be interpreted to, in any way, limit, restrict or contradict the requirements of any provision in the *Community Charter* related to the expenditure of District funds and any approval requirements for such expenditures.
- 15.5 The Recipient acknowledges that the District is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the District may be required by law to disclose information relating to the Recipient, this Agreement, the Deliverables, the Funding and any associated reporting. The Recipient consents to the release of such information and acknowledges that this consent is made pursuant to Section 33.1(1) of the *Freedom of Information and Protection of Privacy Act*. The Recipient agrees that the District may disclose the Recipient's name, location and the amount and nature of any related funding to the public, individuals or any other entity in furtherance of the District's public purposes.
- 15.6 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Agreement has been executed on behalf of the District and the Recipient as of the dates indicated below:

DISTRICT OF SPARWOOD

Signature:

Michele Schalekamp

Name:

Michele Schalekamp

Title:

CAO

Date:

February 22, 2024

RECIPIENT

Signature:

Suzanne Georgiou - Moray

Name:

Suzanne Georgiou - Moray

Title:

Vice Chair

Date:

22/02/24.

SCHEDULE B

Eligible Expenses

Any amount included in a proposed budget that is paid or payable by the Recipient to any person, firm, corporation or other organization dealing at arm's length with the Recipient for the following:

- (a) anything identified in the application for the Funding approved by Council;
- (b) employee salary and benefits;
- (c) the acquisition of capital, operational or replaceable assets;
- (d) operating costs for the Recipient in connection with the Funding Deliverables, including insurance, utilities or services;
- (e) anything else approved by the District in writing.

Examples of ineligible expenses include but are not limited to: entertainment or gifts; tips and gratuities; alcohol or tobacco products; any item prohibited by law; personal expenses; bonus payments to vendors; interest charges, late service fees or penalty costs; legal expenses, severance or other termination of employment costs, fines or penalties incurred by the violation of Federal, Provincial or local laws or regulations, remediation as the result of negligence.

SCHEDULE A

The Funding Deliverables

To provide public access to the Sparwood Public Library which includes:

- Opening the Sparwood Public Library to the public a minimum of 7 hours a day, 5 days a week, including a Saturday. For two days per week the library should be open until 7:00 pm. (upon resuming normal operations.)
- Lending books, videos, audio books and other print items
- Provide free access to public computers and internet
- Provide photocopy, scanning and fax services
- Developing, organizing and facilitating youth, adult and senior programs

Sparwood Public Library Association – Consultant’s Update

Date: March 3, 2024

To: Sparwood Public Library Board of Trustees

From: Anne O’Shea, consultant

Summary of Activities

Since February 20, 2024, I have:

- Supported the interim part-time supervisor as she and the team restart operations and address the backlog of materials.
- Prepared and send an order for \$10,000 of new materials from ULS.
- Liaised with the Communications Specialist to get SPL’s communications plan ready.
- Continued the work outlined in the reopening plan.

Operational Updates

- All due dates have been extended to March 15th, 2024. There are currently 726 items on loan and 100+ items in transit from other libraries.
- The library is anticipated to open on the afternoons of March 6,7,8
- Full-day Tuesday-Friday operations will begin the week of March 12th.
- Please see the Reopening Update for more details.

Governance Updates

- Suzanne Georgiou-Morey (Vice Chair) continued to act as the Chair while Rose Sharma was unavailable until March 29th.
- SPL received correspondence from the Ministry, which is enclosed in the correspondence section of the agenda.
- Babs Kelly will be attending the Monday, March 4 Board Meeting to meet the board and support your governance work.

Upcoming Board matters

- Upcoming board meeting dates need to be set.
- Response to PLB Request letters, dated November 24, 2023 and March 1, 2024
- Preparing and approving annual financial statements and SOFI
- Submitting annual Ministry grant funding report (now overdue)
- Submitting SOFI to Ministry by May 15
- Submitting 2022 (overdue) and 2023 (due May 15) operational data to the Ministry
- Planning for the AGM
- Building relationships with the two local funders: District of Sparwood and Regional District of East Kootenay

Contract update

Our existing contract ended when the hours were fully expended on Thursday, February 29. The final invoice has been sent.

As requested, I provided a proposal for a new, shorter contract on Thursday, February 22nd, focused on:

- Providing support to the Interim Supervisor, Board Chair, and Vice Chair for operational issues on an as-needed basis.
- Developing a 2024 budget and spending plan for the Board to review
- Support the Board to get back in compliance with the Library Act (specifically regarding the upcoming and overdue reports (grants, operational data, and financial information)
- Support the Board to engage its local funders (District of Sparwood and Regional District of East Kootenay).

The Chair has indicated that a new contract will be put in place, but a fully signed letter of agreement has not yet been provided. I am working in good faith assuming this will be received by the end of the day on Monday, March 4th. However, if that is not the case, I will need to invoice you out for hours used by Friday, March 8th and we can discuss whether another contract is desired after March 22nd.

Please note that I will be unavailable between March 8-22, 2024, due to a prior commitment.

Total contract hours	120
Hours used previously	105.25
Hours used Feb 21-March 3	15.25
Hours remaining before March 4th	0
Hours accrued since contract ended:	(4.5)

Anne O'Shea

----- Forwarded Message -----

From: "Suzanne" [REDACTED]

To: [REDACTED]

[REDACTED] "District Sparwood" <sparwood@sparwood.ca>

Sent: Wed, Feb 21, 2024 at 11:46 AM

Subject: Re: Library Closure

Dear [REDACTED],

Thanks for your email on February 7, I appreciate your ongoing concern about our library.

While there are no public updates, we are working hard behind the scenes to restore library services as quickly as possible. I hope to have more news to share publicly next week.

Thank you for your patience as we work to restore service.

[Sent from Yahoo Mail on Android](#)

On Wed, Feb 7, 2024 at 2:15 PM, [REDACTED]

[REDACTED] wrote:

Dear Sparwood Library Board Members, District and Council.

I'm writing once again to express my frustration and concern over the continual closure of the Sparwood Public Library. It has now been close to a month that the library board stated there was a reopening plan that would be communicated "soon" to the public. I understand that reopening takes time to implement, but a month is more than enough time to establish, communicate and start carrying out the plan.

There has been no quality communication between the board and community. A copy and paste answer from Facebook to the emails being sent and questions being asked is not an adequate response for why the library remains closed. My faith in our community and especially in our library board is failing. I am requesting some concrete answers, specific dates for reopening, and a publicly posted reopening plan so that our community can regain a valuable resource that has been lost. Thank you for your time. I look forward to hearing your thoughtful answers to my questions in the near future.

Sincerely,

[REDACTED]



March 1, 2024

VIA EMAIL

Rose Sharma, Chair
Suzanne Georgiou-Morey, Vice Chair
Debbie Fraser, Treasurer
Sam Atwal, District of Sparwood Council Appointee
Harold Baytaluke, Trustee
Lois Halko, Trustee
Sparwood Public Library Board

Email: sharmar1@shaw.ca; suzanne_georgiou@yahoo.com; mylila@live.ca;
satwal@sparwood.ca; hbaytaluke@yahoo.com; loishalko@shaw.ca

Dear Sparwood Public Library Board,

I am writing to you because the Sparwood Public Library has not operated since October 24, 2023. I am including the District of Sparwood in this correspondence as they are your primary funder and share an interest in ensuring the return of public library service in the community. This letter is a follow up to our previous correspondence of November 2023.

The purpose of this letter is to confirm the ongoing responsibilities of the Board in overseeing governance of the library, listed below:

- Complying with the *Library Act*
- Meeting Provincial funding and accountability requirements
- Supporting the return of in-person library operations, which involves:
 - Being open and operating the library with staff
 - Participating in provincial programs such as interlibrary loan, BC OneCard, BC Summer Reading Club, etc.
- Formally reporting to local funders (see the “Financial Statements” section below).

Therefore, I am requesting documented confirmation on the status of the Board and operations as follows:

Compliance with the Act



- Provide proper Board meeting minutes, including motions, to demonstrate that the Board has held formal meetings since October 30, 2023.
- Provide proof that arrangements (including board recruitment plans) are underway to hold an Annual General Meeting (AGM) of the membership before June 30, 2024.
- Demonstrate tangible progress has been made to hire a qualified person to serve as an interim or acting director, which may include contracting of a consultant to temporarily assume some library director responsibilities.
- Provide a plan for how the Board will be meeting its financial obligations and reporting requirements on the use of provincial funding including one-time grants. The Provincial annual reports are still due as follows:
 - Provincial Public Library Grant Report (PLGR) is **due March 1, 2024**
 - Statement of Financial Information (SOFI) due **May 15, 2024**
 - Annual Survey of B.C.'s Public Libraries due **May 15, 2024**
 - 2022 Annual Survey remains outstanding from 2023

Financial Statements

In addition to providing the above documentation to the PLB, under the *Library Act* the Board is required to:

- Prepare Board approved annual financial statements and provide them to the District of Sparwood, RDEK and the PLB by April 30, 2024.
- Provide a copy of these 2023 financial statements for inspection by the members of the public library association at or before the AGM.

Outstanding Items

- Establish an active, publicly available library email address intended to serve as a key contact for library operations.
- Identify a key contact to be the Board's representative, who will be available and communicating regularly with the community, the District of Sparwood and the PLB.
- Post both email addresses on the library's website.

According to the SPL's 2022 SOFI submission and Provincial grant fund reporting, the library has financial reserves. I encourage you to use some of these funds to continue engaging consultants to support the library's reopening and effective Board governance activities. We have also



provided a small grant to the Kootenay Library Federation to help address your governance challenges and prioritize your responsibilities.

Thank you for your time and attention. Staff are available to answer further questions you may have.

A handwritten signature in black ink, appearing to read "Mari Martin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mari Martin
Director

Cc: Michele Schalekamp, CAO, District of Sparwood (mschalekamp@sparwood.ca)
Megan Rawles, Manager of Corporate Services