NOTICE OF MEETING

Okanagan Regional Library Board

Wednesday, February 15, 2017

Kelowna Branch 1380 Ellis Street, Kelowna Upstairs Meeting Room

Parking available in the Library Plaza Parkade, 1360 Ellis St.

Regular Meeting 9:30 AM – 11:00 PM

In-Camera Meeting 11:00 AM – 11:15 AM

~ Tour of the Kelowna Branch & Technology Demo: 11:30 AM ~

Lunch will NOT be served





AGENDA

LIBRARY BOARD MEETING HELD AT ORL KELOWNA BRANCH 1380 ELLIS STREET, KELOWNA, BC WEDNESDAY, FEBRUARY 15, 2017

9:30 AM - 11:00 AM

"The purposes of this (Library Act) are...to encourage the extension and use of public library service throughout British Columbia...to enable the delivery of public service in British Columbia...to support improvements in Public Library service.

~ Parking is available in the Library Plaza Parkade at 1360 Ellis St., Kelowna ~

CALL TO ORDER 9:30 AM

Outgoing Chair's Remarks - Introduction of Guests Welcome New Board Members 9:30 – 9:35 AM

1. AGENDA REVIEW

9:35 – 9:37 AM

Motion: To approve.

2. APPROVAL OF PREVIOUS MINUTES – November 16, 2016 Pages 5 - 11 9:37 – 9:39 AM

Motion: To approve.

- 3. ELECTIONS OF BOARD OFFICERS 9:40 – 9:55 AM
 - Summary of Elected Positions and Time Commitments Page 12
 - 3.1. Nominations Committee Report Page 13 3.2. Elections
 - a) Board Chair
 - b) Board Vice Chair
 - c) Finance Committee Chair
 - d) Personnel Committee Chair
 - e) Policy & Planning Committee Chair

4. APPOINT BC LIBRARY TRUSTEES' ASSOCIATION LIASION 9:55 – 10:00 AM

The Board makes this appointment



Agenda: Regular Meeting - February 15, 2017

5. APPOINT SIGNING OFFICERS

10:00 – 10:05 AM

Motion to appoint as signing officers for 2017:Board ChairFinance Committee ChairSecretary to the BoardChief Financial OfficerPublic Services ManagerPublic Services ManagerDirector of Human ResourcesCarla

Stephanie Hall Don Nettleton Georgia McKay Monica Gaucher Carla Phillips

6. FINANCE COMMITTEE REPORT

- 6.1. BDO Dunwoody, Auditor Presentation Ken Carmichael 10:05 10:15 AM
 - Planning Letter to the Board Pages 14 24
- **6.2. Memo and Internal Financial Statements to November 30, 2016** CFO D. Nettleton 10:15 10:20 AM
 - To follow
- **7. CEO REPORT** CEO Stephanie Hall Pages 25 32 10:20 – 10:40 AM
- 8. POLICY AND PLANNING COMMITTEE REPORT Chair Karla Kozakevich 10:40 10:50 AM
 - Sponsorship Policy, Update & Discussion
- 9. CHAIR AND TRUSTEE REPORTS Board members will sometimes speak about branch visits or other Library related events in their community 10:50 – 10:55 AM
- **10. NEXT MEETING** Wednesday, May 17, 2017
- 11. ADJOURN TO IN-CAMERA MEETING 10:55 AM



Note: These Minutes have not yet been adopted by the Library Board

DRAFT

MINUTES OF THE REGULAR MEETING OF THE BOARD HELD AT LIBRARY HEADQUARTERS 1430 K.L.O. ROAD, KELOWNA, BC ON WEDNESDAY, NOVEMBER 15, 2016

"The purposes of this (Library Act) are...to encourage the extension and use of public library service throughout British Columbia...to enable the delivery of public service in British Columbia...to support improvements in Public Library service."

MEMBERS PRESENT:

Linda Werner, Armstrong Gyula Kiss, Coldstream Tundra Baird, Enderby Tracy Gray, Kelowna Sherry Philpott-Adhikary, Keremeos Owen Dickie, Lake Country Lori Mindnich, Lumby Carol Youngberg, Osoyoos Mario Vucinovic, Peachland Rosemary Doughty, Princeton Linda Nixon, Revelstoke

MEMBERS ABSENT:

Maureen Doerr, Oliver Caleb Moss, Golden Tim Lavery, Salmon Arm Janna Simons, Sicamous Andrew Casson, Spallumcheen Doug Holmes, Summerland (Alternate) Catherine Lord, Vernon Bryden Winsby, West Kelowna Paul Demenok, CSRD (Alternate) Mike Macnabb, NORD Karla Kozakevich, OSRD Wayne Carson, CORD

Roxanne Lindley, WFN

STAFF PRESENT:

Stephanie Hall, CEO/Secretary to the Board Don Nettleton, Chief Financial Officer Georgia McKay, Public Services Manager – Customer Experience Monica Gaucher, Public Services Manager – Programs & Partnerships Carla Phillips, Director of Human Resources Jeff Campbell, Information Technology Manager Marla O'Brien, Public Relations Manager Leah Samson, Administrative Services Manager/Recording Secretary

AND:

Greg Hutton, PEA Representative Rose Jurkic, CUPE Representative Tara Thompson, Community Engagement Coordinator

1. CALL THE REGULAR BOARD MEETING TO ORDER

The meeting was called to order at 9:40 AM.

2. ADOPTION OF AGENDA

MOTION 1 16/11/2016 Moved by Paul Demenok, seconded by Linda Nixon, THAT the agenda be approved. Carried

3. APPROVE PREVIOUS MINUTES - Board Meeting held September 21, 2016

MOTION 2 16/11/2016 Moved by Karla Kozakevich, seconded by Bryden Winsby, THAT the minutes of the meeting held September 21, 2016 be approved. Carried

4. COMMITTEE REPORTS

4.1. PERSONNEL COMMITTEE – Tundra Baird

Rise and Report

Collective Agreement between the ORL Board of Management and the Professional Employees' Association (PEA)

The Board and the PEA have agreed to extend the current collective agreement to December 31, 2017. Terms of the extension include a 2% wage increase effective January 1, 2017, a letter of agreement to establish a joint classification committee to make recommendations to update the Joint Job Evaluation Committee, and a letter of agreement to review Health and Safety Committee processes.

4.2. FINANCE COMMITTEE – Chair Lori Mindnich

4.2.1. Population Adjustment

4.2.2. Annual Weighted Vote Sheet

Rise and Report

The Board was presented with options for adjusting the 2017 population figures for the non-municipal areas of the Central Okanagan Regional District and the Westbank First Nation, to be used for the 2017 library taxation and weighted vote decisions.

The Board agreed to continue using the methodology that was approved in 2016 and for any following years until the provincial figures are corrected by the actual results of the 2016 federal census. This methodology takes the last census figures for both CORD and WFN and inflates them by the percentage increase that the entire central Okanagan regional district population has seen since that time. This reflects a 2.2% increase over last year's figures for CORD and WFN. This was not an in-camera item, however, the Board needed to approve the population figures prior to holding an in-camera vote on the PEA collective agreement Item 4.1.

4.2.3. 2017 Budget

a) Finance Committee Recommended 2017 Budget

At the Board meeting on September 21, 2016, the Finance Committee had presented a proposed draft 2017 budget with an overall 1.98% net increase (1.6% inflation of existing operations and .38% additional items).

MOTION 3 16/11/2016 Moved by Mike Macnabb, seconded by Tim Lavery, THAT the Board approve the 2017 budget plan with an overall net increase of \$362,346 (1.98%) or total expenditures of \$18,691,342. By weighted vote For 338 Opposed 0 Carried unanimously by weighted vote

b) Working Reserve Spending Plan

MOTION 4 16/11/2016 Moved by Mike Macnabb, Seconded by Karla Kozakevich, THAT the Board approve the 2017 working reserve spending plan as presented on September 21, 2016. By weighted vote For 338 Opposed 0 Carried unanimously by weighted vote.

c) 2017 Levy Spreadsheet

The Board was presented with two options regarding population figures for the Central Okanagan Regional District and the Westbank First Nation.

MOTION 516/11/2016Moved by Mike Macnabb, seconded by Linda NixonTHAT the 2017 Levy Spreadsheet, Option 1, be approved.By weighted voteFor338Opposed0Carried unanimously by weighted vote.

4.2.4 Memo and Internal Financial Statements to September 30, 2016 from D. Nettleton

Overall results to September 30, 2016 are generally in line with budget year to date with no significant issues or areas of concern.

MOTION 6 16/11/2016 Moved by Linda Nixon, seconded by Sherry Philpott-Adhikary, THAT the internal financial statements to September 30, 2016 be received for information. Carried.

4.3 POLICY AND PLANNING – Karla Kozakevich

Network Policy: Electronic Systems, Networks, E-mail, & Internet Use

A proposed draft network policy was reviewed by the Policy and Planning Committee in May 2016 and again on November 1, 2016, and presented to the Board with a recommendation to approve.

MOTION 7 16/11/2016 Moved by Lori Mindnich, seconded by Mike Macnabb, THAT the network policy be approved. Carried

A review of the Board's programming policy is underway in response to public concerns received about the Ronald McDonald reading program that is held at some ORL branches. The Committee will report back with proposed policy revisions at the next meeting. In the interim, no new programs with commercial mascots will be held.

5 STAFF REPORTS

5.1 Chief Executive Officer – Stephanie Hall

Memo: Financial Allocation Model Analysis (FAMA), Project Status Update

Following a report by Grant Thornton in 2013, a plan to align funding and service cost levels in all ORL service areas has been underway, with a target to realize \$875,000 in savings for reallocation to underserved communities. The plan is on track with savings of \$618,292 realized to date (\$339,060 from staffing level targets and \$279,232 from a centralized review). These savings have been reallocated to the West Kelowna, Kelowna, Mission, South Shuswap, and Rutland branches, and targeted staffing increases have been achieved in other underserved communities.

Upcoming events include a community survey in Silver Creek, an open hour's survey and community discussion in Sicamous, and expansion of service on the Westside.

Armstrong Branch

In September, the Board agreed in principle to proceed with a proposal to relocate the Armstrong branch on the understanding that furnishings costs would be funded partially by the Township of Spallumcheen and partially from fundraising efforts. Spallumcheen council has confirmed their support to fund half of the furnishing costs, which allows the project to proceed. Completion is expected to be around March 2017.

5.2 Public Services

<u>Westside Needs Assessment: Project Status Update</u> - Community Engagement Coordinator Tara Thompson and Public Services Manager Monica Gaucher

The ORL is proceeding with library service improvements on the Westside including:

- Additional staffing, open hours, programming and youth outreach for the Westbank branch;
- Community and WFN partnerships;
- A learning lab optimized for technology training and programs, an aboriginal and popular materials collection, and an unmanned space for holds pickup and returns;
- An outreach vehicle.

Staff will report back at the next meeting.

<u>Access Card Program</u> - Community Engagement Coordinator Tara Thompson and Public Services Manager Monica Gaucher

In February 2016, the Board approved a one-year pilot project to provide library service for those individuals who are in transition, unstable, dispossessed or do not have standard identification. Staff provided an interim report since the program's initiation in April in Kelowna, Mission, Rutland and Vernon branches. Staff proposed that the pilot be extended for one-year in 2017, to include Salmon Arm and Westbank branches. There would be no additional costs to the expansion, excluding any loss of material which is an unknown factor.

MOTION 816/11/2016Moved by Owen Dickie, seconded by Bryden Winsby,THAT the board approve expansion of the access card pilot project to include SalmonArm and Westbank branches for one year.Carried unanimously.

Staff will connect with the Kelowna Metro Community Church and will report back in six months.

5.3 Public Relations - Marla O'Brien

Brand Identity/Logo: Project Status Update - Marla O'Brien & Andrew Casson

The Committee is investigating options to help convey that the ORL offers more than books, such as training and technology services. Andrew Casson reported that they are aiming for simplicity with a new logo that will immediately be identified with the Library

The Committee will report back.

6 CHAIR REPORT – Catherine Lord

Board Nominations Committee - 2017

As per board policy, the Nominations Committee is appointed by the Board Chair at the last meeting of each year. The committee is responsible to contact each trustee to see who is interested in running for the various library board positions and/or interested in sitting on a committee for 2017. Catherine Lord appointed the following members to the committee:

South Region:Carol YoungbergCentral Region:Bryden WinsbyNorth Region:Linda Nixon

Staff will provide the committee members with further information, and the committee will report back to the outgoing board chair in January 2017. Elections will be held February 15, 2017.

Summerland Library Award

Congratulations to the ORL Board and staff, Tango Project Management (general contractor), and Urban Arts Architecture (architect/designer) - the ORL's Summerland Branch was honoured with the Runner-Up Award of Merit in the Community Institutional category at the Southern Interior Construction Association's Awards. Special thanks go out to:

Catherine Lord – ORL Board Chair Stephanie Hall - ORL CEO Don Nettleton – ORL Finance Manager Georgia McKay – ORL Public Services Manager Sue Kline – Summerland Branch Community Librarian

The newly constructed Summerland Branch opened its doors on October 2, 2015 and has had a tremendous community impact over the past year.

Trustees Reaching Eight Year Term

On behalf of the board and staff, Catherine Lord thanked NORD Director Mike Macnabb and Lumby Councillor Lori Mindnich for their eight years of service to the ORL. Mike and Lori joined the Board of Directors in 2009 and sat on various committees over the years. Lori also held the position of Finance Chair from 2014 to 2016 as well as Board Vice-Chair for 2015 and 2016. Their service and contributions to the success of the ORL is appreciated.

7 TRUSTEE REPORTS

Board members will sometimes report on branch visits or library related events in their community

Mike Macnabb reported on his attendance at a recent SILGA training session around aboriginal awareness. He advised that BC and the Okanagan are recognized as leaders in this area, and the ORL is appreciated for the value we place on first nations as equal partners.

8 2017 MEETING SCHEDULE

MOTION 9 16/11/2016 Moved by Tundra Baird, seconded by Gyula Kiss, THAT the 2017 Meeting Schedule be approved. Carried unanimously.

9 NEW BUSINESS

None.

10 NEXT MEETING

Annual General Meeting: Wednesday, February 15, 2017

11 ADJOURN THE REGULAR MEETING

MOTION 10 16/11/2016 Moved by Mike Macnabb, seconded by Andrew Casson, THAT the meeting be adjourned. Carried.

The meeting adjourned at 10:25 AM.

The Board moved into a Joint Board and Staff Strategic Planning Session.

ELECTED POSITION	MAIN DUTIES	TIME COMMITMENT		
Chair	-Reviews and approves board agendas -Chairs board meetings -Represents board decisions and positions to the media	 -Requires the most time commitment of all the positions -Ex officio member of all standing, ad hoc committees though not required to attend 		
Vice Chair	-Acts in absence of the chair and at the request of the chair	-Vice Chair is ex-officio member of all committees though not required to attend -Time Commitment varies due to workload or the request of the chair		
Standing Committee Personnel Committee Chair	-Chairs the committee -Works with Human Resources Director on policies relating to personnel issues -Conducts CEO review and reports to the Board -has input on and works with HR on union negotiations	-Meets approximately 2 or 3 times a year but are called at the discretion of the chair		
Standing Committee Finance Committee Chair	-Chairs the committee -Works with the Chief Financial Officer to develop budget options to present to the board	-Meets approximately 3 times a year, usually May, June and August but are called at the discretion of the chair		
Standing Committee Policy & Planning Chair	-Chairs the committee -responsible for board policy review -Works with the Chief Executive Officer and forwards recommendations to the board	-Meets approximately 4 times a year, but are called at the discretion of the chair		
BCLTA Liaison This is not an elected position but is appointed by the Library Board at the February Meeting Must be a sitting Library Trustee	-BCLTA relies on liaisons to distribute BCLTA information to Board members. -Informs and educates Board members about BCLTA, its services and programs, and encourages discussion between the ORL Board and BCLTA on issues of mutual concern.	 -2 hour teleconference each month -additional teleconference time if volunteer for committee work -1+ hours each month to respond to emails -1.5-day attendance at annual strategic planning meeting (usually to coincide with UBCM) -1.5-day attendance at AGM 		

- Standing Committee Chairs are elected from amongst all ORL board members for a one-year term, at the first meeting of each year.
- Each Committee Chair, in consultation with the Board Chair, shall appoint a maximum of five members to a committee, for a term of one year, or until the succeeding committee member is appointed.
 Committee members are appointed from a list of those members who have volunteered to serve on a committee. A volunteer sign up sheet is distributed at the first meeting of the year. Page 12 of 32
- A quorum is a majority of committee members.



2017 Nominations Committee Report

Submitted on behalf of the Nominations Committee: Bryden Winsby, Carol Youngberg and Linda Nixon:

A. NOMINATIONS FOR ELECTED POSITIONS:

- 1. CHAIR Catherine Lord, Vernon
- 2. VICE CHAIR Karla Kozakevich, RDOS
- 3. FINANCE CHAIR Bryden Winsby, West Kelowna
- 4. POLICY AND PLANNING CHAIR Karla Kozakevich, RDOS
- 5. PERSONNEL CHAIR Sherry-Philpott Adhikary, Keremeos

B. BOARD MEMBERS WILLING TO SIT ON A COMMITTEE:

FINANCE	PERSONNEL	POLICY & PLANNING		
Tracy Gray (KL)	Tundra Baird (EN)	Maureen Doerr (OL)		
Nick Hodge (LU) (1 st choice)	Nick Hodge (LU) (3 rd choice)	Nick Hodge (LU) (2 nd choice)		
	Hank Cameron (NORD)	Hank Cameron (NORD)		
	Mario Vucinovic (PL)	Bryden Winsby (WK)		
		Tim Lavery (SA)		
		Linda Werner (AR)		

Will serve where needed:

- Wayne Carson (CORD)
- Linda Nixon (RE)

Special thanks to all who have put their names forward.



Tel: 250-763-6700 Fax: 250-763-4457 Toll free: 1-800-928-4457 www.bdo.ca BDO Canada LLP 1631 Dickson Avenue, Suite 400 Kelowna, British Columbia B1Y 0B5

November 28, 2016 Okanagan Regional Library District 1430 KLO Road Kelowna, British Columbia V1W 3P6

Dear Mr. Nettleton, CPA, CA

We understand that you wish to appoint us as the auditors of Okanagan Regional Library District commencing with its fiscal year ended December 31, 2016.

We are pleased to accept appointment as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Ken Carmichael, BComm, CPA, CA will be the Engagement Partner for all assurance work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of Services.

Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian public sector accounting standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate

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in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.

Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian public sector accounting standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Board of Trustees

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and

(c) providing us with:

- access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
- additional information that we may request for the purpose of the audit;
- unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
- financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and



• written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

As agreed, we will provide assistance in the preparation of the financial statements.

These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- that you create the source data for all accounting entries;
- that you develop any underlying assumptions for the accounting treatment and measurement of entries; and
- that you review and approve the draft financial statements, including the notes to the financial statements.

Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. Accordingly, the audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the organization has specific tax compliance issues. We will, however, provide advice on an ongoing basis on general tax matters as requested by you. A separate engagement letter may be issued for significant tax projects. To the extent that tax services requested by you are not covered by a separate engagement letter, the terms of this Agreement shall apply to the tax services.

Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.



Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

CanadaLLP

Chartered Professional Accountants

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by: Okanagan Regional Library District

Signature

Name (please print)

Position

Date

Signature

Name (please print)

Position

Date



Appendix 1 Standard Terms and Conditions

1. Overview and Interpretation

- 1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying Engagement Letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.
- 1.2 In this agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

- 2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.
- 2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.
- 2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this agreement.



3. Respective Responsibilities

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4. Working Papers and Deliverables

- 4.1 **Ownership** Any documents prepared by us or for us in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any third party other than you and any party to whom the assurance report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** If we are requested to consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document, we will consider, at the relevant time, providing consent and any conditions applicable to our consent. Our consent must be in writing. In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. We will require adequate notice of the request for consent to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost.

5. Confidentiality

- 5.1 We agree to use Confidential Information provided by you only in relation to the services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may, however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing services.
- 5.2 BDO shall be entitled to include a description of services we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal



purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence. Further, we will confirm our independence in writing.

7. Offers of Employment

7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our services are provided on the understanding that:
 - you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and



• we will hold all personal information in compliance with our Privacy Statement.

10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 Unless BDO is otherwise advised in writing, by executing this agreement you provide BDO with consent to communicate with you electronically, including sending newsletters, publications, announcements, invitations and other news and alerts.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the services performed by BDO pursuant to this engagement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than the higher of:
 - three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim; and
 - \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors'



fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

- a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest
- the services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

13. Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this agreement or the services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any such claim and in any event no later than two years after the completion of the relevant services. The parties to this Agreement agree that the limitation period established by any limitations act and/or any other applicable legislation shall be considered not to apply (to the extent permitted by law).

15. Québec Personnel

15.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. The provisions in Subsection 13.2 and Sections 11 (Limitation of Liability) and 14 (Limitation Period) shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.



16. Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all services performed up to the date of termination, including services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

- 17.1 Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with the applicable financial reporting framework and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place.
- 17.2 Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.
- 17.3 Our professional fees will be based on our regular billing rates which depend on the means by which and by whom our services are provided. We also will bill you for our out-of-pocket expenses, our administrative charge (described below), and applicable Harmonized Sales Tax, Goods and Services Tax and Provincial Sales Tax.
- 17.4 Our administrative charge is calculated as a percentage of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure, telephone charges, photocopying and some support staff time costs.
- 17.5 Our accounts are due when rendered. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

18. Governing Laws

18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

19. Entire Agreement and Survival

19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this



letter will not be superseded by any contract with us for other specific services that are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.

19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

20. Force Majeure

20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

21. Assignment

21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

22. Severability

22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

Inter-meeting staff update

Brief report on developments between the November and February board meetings

Feb 9, 2017

Prepared by S. Hall

Facility update

Kelowna

- Phase one Renovation complete, apart from link areas. We do not have an ETA on completion of those areas, as it rests with OCI
- Phase one consisted of: flooring, classroom construction, move of UBC innovation library, links to the OCI, opening up the entranceway by demolishing part of the concrete wall, service desk shift to accommodate self-service and new 'one-stop' service model.
- Phase II is fundraising dependent and will consist of: sound and video recording space for the public, makerspace, improved children's learning and play elements, business centre, mobile cultural display element.
- Project costs summary attached

Armstrong

- Ribbon cutting ceremony to take place on April 1
- New facility is 20% larger and incorporates large and small meeting spaces, after hours access, and flexible space planning with mobile elements
- Project costs summary attached

Oliver

- Flooding closed the branch for close to two weeks in late January / early February.
- An emergency service point was quickly established by Monica Gaucher and branch staff
- The branch is now fully operational

Westbank Learning Lab

🗄 We have contracted with Kent MacPherson to do a review of available real estate.

Silver Creek

- CEO to meet with SD 83 representatives to discuss water quality advisory provided by IHA in 2012, which specified a five year timeframe to resolve the issues.
- CEO and Trustee Larry Morgan attended a community meeting on February 7 to hear community concerns. 45 attended in order to have their say. Overall theme was that they value their library and want to keep it.
- Community survey results have been compiled and are on the board portal. Summary of survey
 results and Silver Creek Branch info is attached.
- Formal options have not yet been presented to the board. This could come forward to the May meeting.

Security issues

- Kelowna, West Kelowna and Vernon have seen a variety of security issues, prompting a review of security provisions by Carla and a joint staff committee.
- Recommendations will be forthcoming.

Financial Allocation Model Analysis (FAMA)

- We are in the third full year of the 4 year plan in 2017.
- We have achieved 2/3 of the progress required and are on track.
- Staff will be doing a mid-term review of the FAMA process. It's time to look at various factors, such as longer term population trends and determine how we want to proceed in the final year of the FAMA process and going forward.
- Report to come to the September, 2017 meeting
- Branch summary sheet for 2016 attached
- Annual FAMA calculations are done once audited statements are received, so 2017 numbers will be available after that.

Keremeos

- Alternative approval process for supplementary funding to maintain current service levels failed by 12 votes. Information is available here: <u>https://www.rdos.bc.ca/news-events/assent-voting/okanagan-regional-library/</u>
- We are awaiting word from local government on any alternative strategies they may have before taking next steps

Sicamous

- The decision on supplementary funding is before Sicamous Council.
- We have requested they let us know by the end of February.

Mission Branch

- Planning for expanded hours of opening. Likely Wednesday nights and Sundays. The CNC centre is heavily used, and the Mission branch is one of the fastest growing branches for usership.

Strategic plan

- The board met in November to set priorities for 2017. These are:
 - Theme 2: Our Library is an integral part of life in our diverse communities. The emphasis included:
 - Supporting community priorities and diversity
 - Increasing membership and participation
 - Measurement improving our assessment and reporting
- Operational plan for 2017 will be sent for review and input by email and we hope to have a finalized version out to you for approval by mid-March

Accomplishments in 2016 - highlights

- Planning and initiation of the Kelowna Renovation and Armstrong relocation
- Westside Needs assessment completion and community support for Westside Learning Lab

- Increases in program attendance, visits, circulation, wifi use, and membership (see attached)
- SICA Award of Merit: Summerland Library. The library was also briefly covered in the Library Journal design issue.
- First ever system wide branch planning sessions, flowing out of the Board's strategic plan.
- Recruitment of new Director of HR, Marketing and Communications Manager (Jan 2017), and launch of Community Engagement Coordinator, Central Region.
- Improvements in training models for supervisors and youth services staff.
- Piloting of NNELS ipads, public ipads in Summerland branch, and expansion of self-checkout usage.
- Launch of Lynda.com, PressReader, and Rosetta Stone products.
- Payroll system upgrade initiated (base transition complete, with expanded modules enabling self-service and scheduling support rolling out in spring 2017). Pay date transition complete (Feb 2017).
- Permissive tax exemptions applications were made to all applicable jurisdictions and had mixed success.
- Introduction of new staffing role: Tech Assistants. These staff were introduced in the Kelowna branch and have been a great addition. Staff in these roles need a higher level of technological fluency (A+ certification is a minimum requirement).
- Review of branch bandwidth needs and service levels. Plan for removing redundant connections (failover system was nice to have, but was almost never used) in favour of greatly increased bandwidth (rollout will happen throughout 2017). Demand for wifi was up around 40%.
- New website and return to Bibliocommons. Traffic to our site increased by roughly 9% in 2016.

Gaps to be carried forward

- Facilities master plan this plan was not completed and will be brought forward into the 2017 operational plan
- Integration of community goals into ORL planning. A staff member is compiling some research on local government goals and this information will be incorporated into this year's branch planning sessions.
- Customer service audit and review of key customer service policies and procedures.
- Plan for the road ahead in how we staff (what skills are we looking for, how can we make the most of our professional staff, etc.).

Additional items

- Board members were active in outreach to provincial MLAs on library-related recommendations in the Select Standing Committee report for 2017. All MLAs were contacted by letter, and several also received visits. The City of Salmon Arm issued a formal letter of support for the indexation of the provincial library grant, and a similar letter will be forthcoming from the Town of Sicamous.

Kelowna Library Phase ! estimated costs and committed contributors to date

	City	of Kelowna	ORL	Total
Mobile Shelving Costs re Kelowna Library incl install and removal building permit Contract Cost - Sawchuk including co 1-5 Architect cost including construction oversee	\$	325,000	65,808 4,208 364,327 38,000	\$ 65,808 \$ 4,208 \$ 689,327 \$ 38,000
Electrical Engineering Consultant - Smith and Andersen Mechanical Engineering Consultant - Rocky Point			5 9,500 5 3,800	\$ 9,500 \$ 3,800 \$ -
Total est	\$	325,000	\$ 485,643	\$ 810,643
Costs Still to come, not shown above				

Costs Still to come, not shown above New circulation desks Furnishings for New Meeting rooms Additional painting

Armstrong Library estimated costs and committed contributors to date

	Д	skews	ORL	Spallumcheen	
Leasehold improvement estimated costs	\$	87,500	\$ 87,500		\$ 175,000
Estimated costs of architect incl disbursements Costs of Mobile shelving ordered net of ORL shelves			\$ 23,000		\$ 23,000
supplied Costs of new circulation counter with adj height incl				\$ 12,900	\$ 12,900
install			\$ 5,400	\$ 4,600	\$ 10,000
Total est items funded to date	\$	87,500	\$ 115,900	\$ 17,500	\$ 220,900

In addition to the above, the ORL is providing the fixed steel seismic library shelving and will be providing all of the staff areas furnishings and IT equipment

ABOUT THE SILVER CREEK BRANCH



Cost to run (2016)	\$73,500
Local costs: Shared costs	\$48,000 \$25,600
Revenue received	\$59,500
Variance	\$14,000
Facility issue	water quality
Will speak to the School Distri	ct after Feb 14

Will speak to the School District after Feb 14 (when trustee is in the area)

Current usership (2016)

200 active users 8,600 circulations 860 program attendance 10,300 visits

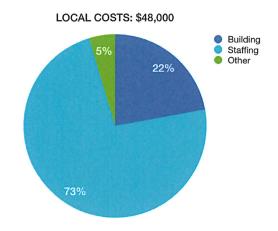
SURVEY FINDINGS

88 individual responses received

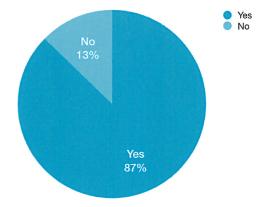
Top three services, in order:

- 1. Holds pick-ups and returns
- 2. Browsing for items in the library
- 3. Children's programs

47 users answered the question about whether they use another branch. 6 do not.



DO YOU USE ANOTHER BRANCH?



Common comments

- Location is important for many who can't make it to other centres regularly
- It's a central part of the community and very important to us
- Printing, computers, photocopier, wifi, tech help for seniors, etc. are important (though not ranked as highly on the ranking question)
- Borrowing items and talking to the librarian are important
- Children's and adult programs are appreciated
- Would like to see:
 - Meeting space
 - More open hours
 - Please do not cut our service / close the branch

Fama summary - 2016 progress

Branch	population	Variance \$	Variance %	Staffing target met?	Next Steps
Armstrong	9870	\$31,953	7.9%	Yes	accept
Cherryville	940	\$23,795	57.7%	No	attrition
Enderby	7260	\$60,549	20.4%	Yes	?
Falkland	1400	\$22,619	29.3%	No	attrition
Golden	6765	\$32,192	9.6%	Yes	accept
Hedley	745	\$4,993	15.7%	Yes	accept
Kaleden	2270	\$29,095	30.1%	Mostly	?
Kelowna Branch	49310	\$559,647	22.2%	Partially	overall KL plan?
				l.	adding sundays, wed
Mission	31610	-\$284,484	9.7%	Underserved	night
Rutland	39215	-\$354,095	30.4%	Underserved	staffing hrs added
Kelowna totals		-\$78,932	-1.3%		
Keremeos	4355	\$46,390	22.5%	No	figure incl.extra \$
Lake Country	13175	-\$59,323	-9.0%	Underserved	slight hours increase
					Facility? Overall, Lake
					Country is underserved
Oyama	1420	\$21,690		Yes	accept?
LC totals		-\$37,633	and the second second second second		
Lumby	4580	\$34,488		No	attrition
Naramata	1845	\$25,236		Yes	?
North Shuswap	2415	\$12,876		Mostly	accept
OK falls	3445	\$42,775		Yes	?
Oliver	8925	\$146,074	39.7%	No	attrition
Osoyoos	6735	\$4,741	1.4%	Mostly	accept
Peachland	5200	\$63,729		Partially	attrition
Princeton	2725	\$33,865	28.2%	Yes	annual payment
Revelstoke	7690	\$28,125	8.0%	Yes	accept
					? Pursue permissive
Salmon arm	21985			Yes	tax?
Sicamous	3775	\$41,906		No	attrition
Silver Creek	1079			No	for discussion
South Shuswap	5885	-\$24,828		Underserved	staffing hrs added
Summerland	15045	\$78,190		Yes	accept
Vernon	58655	\$433,621	16.1%	No	attrition
					add service (new
				t.	branch, hours at
Westbank	39905	-\$325,699	-16.8%	Underserved	existing branch)
	358224				

