NORTH COAST FEDERATION OF LIBRARIES AGREEMENT

This Agreement becomes effective upon the signature of the parties and approval by the Minister of Education.

Upon approval, this agreement will form the bylaws of the Federation, which may be amended as set out in section 48 below. Schedules attached to this agreement form part of the agreement and may be amended under the same section.

THIS AGREEMENT IS MADE BETWEEN:

HAZELTON DISTRICT PUBLIC LIBRARY ASSOCIATION BOARD, a Board of Management as established under the provisions of the Library Act of the Province of British Columbia and having its principal office located at 4255 Government Street, Hazelton, in the Province of British Columbia;

AND:

HOUSTON PUBLIC LIBRARY ASSOCIATION BOARD, a Board of Management as established under the provisions of the Library Act of the Province of British Columbia and having its principal office located at 3150 14th Street, Houston, in the Province of British Columbia;

AND:

KITIMAT PUBLIC LIBRARY ASSOCIATION BOARD, a Board of Management as established under the provisions of the Library Act of the Province of British Columbia and having its principal office located at 940 Wakashan Avenue, Kitimat, in the Province of British Columbia;

AND:

PRINCE RUPERT LIBRARY BOARD, a Library Board as established under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 101 6th Avenue West, Prince Rupert, in the Province of British Columbia;

AND:

SMITHERS PUBLIC LIBRARY BOARD, a Library Board as established under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 3817 Alfred Avenue, Smithers, in the Province of British Columbia;

AND:

STEWART PUBLIC LIBRARY ASSOCIATION BOARD, a Library Board as established under the provisions of the Library Act of the Province of British Columbia and having its principal offices at 824 Main Street, Stewart, in the Province of British Columbia;

AND:

TERRACE PUBLIC LIBRARY ASSOCIATION BOARD, a Library Board as established under the provisions of the Library Act of the Province of British Columbia and having its principal office located at 4610 Park Avenue, Terrace, in the Province of British Columbia;

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

WHEREAS the Parties recognize the value of sharing resources and coordinating efforts to improve access to library service in the context of strong local libraries;

AND WHEREAS the Parties wish to create an organization to foster and promote quality public library service for their residents through the provision of open access to library services and the development and implementation of collaborative service efficiencies and enhancements;

THE PARTIES, in consideration of the mutual agreements herein contained, agree to form a federated library system (hereinafter called the North Coast Federation Of Libraries - NCFL), under the terms of the Library Act of British Columbia, to provide library services as outlined in Schedule A.

A. GOVERNANCE

1. NCFL will be under the direction and governance of a Federation Board composed of representatives of the Parties. The Federation Board will oversee NCFL operations and create policy in respect of same.

2. Each member library shall appoint one of its trustees as its voting representative on the Federation Board, and one of its trustees as an alternate representative. The Librarian from

each member library shall attend as a non-voting advisor to the Federation Board. As necessary, the Librarians may send their staff designate to a NCFL meeting.

B. BOARD MEMBERS

3. A Federation Board Member must be an active trustee of his/her library. The term of office for a Board member shall be two years commencing on April 1 of the year appointed, except for the founding year in which half the Board will be appointed for one year and half for two years to ensure that only half the Board retires at any one time.

4. A Board Member shall be eligible for re-appointment at the end of the one or two year term.

5. A vacancy on the Federation Board occurring between annual appointments of the Board Members shall be immediately filled by the relevant Library Board, which shall appoint one of its members to serve out the balance of the term.

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

C. OFFICERS

7. The officers of the Federation Board shall be elected at the first in-person meeting of each fiscal year from amongst the sitting trustee representatives. The officers of the Federation Board shall be a Chair, a Vice-Chair, and a Secretary-Treasurer.

8. The term of office of the Chair, Vice-Chair and Secretary-Treasurer shall be for one fiscal year commencing at the first meeting of the fiscal year.

9. In the event that the Officers are unable to complete their terms, the offices shall be filled by election from within the Federation Board.

D. PROCEEDINGS: MEETINGS OF THE FEDERATION BOARD

10. Unless otherwise provided, all meetings shall be conducted in accordance with the rules and regulations contained in Robert's Rules of Order Newly Revised.

11. The Federation Board shall hold regular meetings in-person, by teleconference, or electronically not less than two times a year. Other meetings may be held, and these meetings may be held in person, by teleconference, or electronically.

12. A minimum thirty (30) days' written notice of a regular meeting of the Federation Board stating the time and place shall be given to each Federation Board Member and each Librarian, with an agenda for the meeting.

13. When a Federation Board Member is unable to attend a meeting of the Board, a designated Alternate Board Member from his or her Library Board may attend. This Alternate Board Member shall be entitled to speak and vote in the place of the Federation Board Member. In the event that the Board Member and the Alternate are not in attendance, the Party shall be permitted to submit its vote in accordance with s.18.

14. If any Member of the Federation Board is absent without reasonable excuse, the Federation Board may request that the Member's Library Board appoint a new representative.

15. Anyone may attend any meeting of the Federation Board that is not declared to be an in-camera session.

16. A majority of voting Federation Board Members shall constitute a quorum.

17. Each Library, including that represented by the Chair, has one vote.

18. At in-person meetings, voting is by a show of hands or, where requested by a majority of Members, by secret ballot. Proxy voting is permitted when a library cannot have a representative attend.

19. Voting for electronically relayed motions or resolutions shall be by e-mail to the Federation Board Secretary-Treasurer, or to a Federation Board staff member assigned such administrative duties, who will record and report the results of the vote. Electronically relayed votes are analogous to voting by a show of hands.

20. Voting during meetings by teleconference will be taken by an oral poll and recorded by the Federation Board Secretary-Treasurer, or a Federation Board staff member.

21. Should a Federation Board decision be required when it is not possible to call a formal meeting, the Chair may conduct a telephone poll in order to arrive at a decision. In such an event, the decision shall be brought forward for ratification at the next Federation Board meeting.

22. Special meetings of the Federation Board may be held at the call of the Chair, or at the written request of at least two Federation Board members. At least seven (7) days written notice of the meeting must be given to all Federation Board members stating the intended topics and reason for the special meeting. Written notice may be by e-mail.

23 The Secretary-Treasurer is responsible for keeping and forwarding the minutes of the meetings, as well as maintaining file copies of minutes. The Secretary-Treasurer may assign this duty. A copy of all Federation Board Minutes shall be sent to the Federation Board Members and Librarians, as well as to the Director of the Public Library Services Branch.

E. PROCEEDINGS: COMMITTEES

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

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

F. STAFF SUPPORT

26. The Federation Board may appoint an Administrative Assistant under terms and conditions approved by a majority of Federation Board members.

27. The Federation Board may appoint (a) Coordinator(s) to manage specific programmes or projects as assigned by the Board. The Coordinator(s) will report to the Federation Board Chair and attend Board and Committee meetings as required. The incumbent may be retained on contract or seconded from member libraries with the hours worked determined by the Federation Board based on the project(s) to be implemented.

G. FINANCES AND RECORDS

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

29. The Secretary-Treasurer shall provide a provisional budget for the upcoming year for approval by the Federation Board no later than two months prior to the end of the fiscal year, and the Federation Board shall approve the budget no later than the first meeting of the new fiscal year.

30. Changes to the approved budget shall be authorized by the Federation Board.

31. Accounts and financial records shall be maintained in accordance with generally accepted accounting practice.

32. The fiscal year end shall be March 31 of each year.

33. The Secretary-Treasurer shall prepare and submit a financial report to the Federation Board for review at each meeting. The Secretary-Treasurer shall render a year-end financial statement to the Board within 3 months of the end of the fiscal year.

34. In the event of the dissolution or winding up of NCFL, distribution of remaining assets and assignment of liabilities shall be distributed to the Parties on the basis of the per capita formula (s. 35 below) used at the date of dissolution.

H. ALLOCATION OF COSTS AND OPTING OUT

35. The Parties shall be invoiced in each fiscal year, once the Federation budget has been approved, for their share of NCFL operating costs based on a per capita formula approved by the Board. Per capita calculations will be based on the latest figures used by the Library Services Branch in determining provincial per capita grants. Payment for a Party's share is due September 30.

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

37. If a Party chooses not to participate in a Federation project or programme, that party will not be liable to make a direct financial contribution to that project or programme.

I. NEW MEMBERS AND AGREEMENTS

38. The admittance of a new member shall require the approval of no less than 75% of members of the Federation Board.

39. Application to join NCFL must be submitted by August 31st of any year to be effective on April 1st of the ensuing year.

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

J. CESSATION OF MEMBERSHIP

41 Any member intending to cease membership in NCFL shall give notice to the NCFL in writing by August 31st of the year prior to which the withdrawal will take effect.

42. Effective date of such withdrawal shall be March 31st of the year following that

in which the notice was given.

43. In the period between notice of withdrawal and the effective date of withdrawal the withdrawing member will continue to have all of the benefits and responsibilities of membership.

44. The withdrawing member shall also be free to rescind its notice of withdrawal until November 30th of the year in which notice was given.

45. A library which ceases to be a member of NCFL shall have no claim to NCFL assets.

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

K. BREACH OF AGREEMENT

47. Any Party which fails to perform its obligations or provide service or make payments as required by this agreement shall be deemed to breach this Agreement and shall cease to have any rights under this Agreement if, within thirty (30) days of receiving written notice of the breach, it has failed to rectify same. Any financial obligation owing by the Party shall continue to be payable and such sum may be off-set against any payments due the Party under this Agreement.

L. AMENDMENTS TO NCFL DOCUMENTS

48. With the exception of Section 38, which requires the approval of 75% of Members to amend, this agreement and any schedules hereto may be amended by the Federation Board by a majority vote provided that notice of motion has been given thirty (30) days in advance of the Federation Board meeting.

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

HAZELTON DISTRICT PUBLIC LIBRARY ASSOCIATION BOARD by its Authorized Signatory:

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_____ _____

NAME DATE

HOUSTON PUBLIC LIBRARY ASSOCIATION BOARD by its Authorized Signatory:

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_____ _____

NAME DATE

KITIMAT PUBLIC LIBRARY ASSOCIATION BOARD by its Authorized Signatory:

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_____ _____

NAME DATE

PRINCE RUPERT LIBRARY BOARD
by its Authorized Signatory:

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NAME DATE

SMITHERS PUBLIC LIBRARY BOARD
by its Authorized Signatory:

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NAME DATE

STEWART PUBLIC LIBRARY ASSOCIATION BOARD
by its Authorized Signatory:

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_____ _____
NAME DATE

TERRACE PUBLIC LIBRARY ASSOCIATION BOARD
by its Authorized Signatory:

_____

_____ _____
NAME DATE

END