



North East Library Federation

Agreement

(September 2013)

NORTH EAST LIBRARY FEDERATION

This Agreement will form the bylaws of the North East Library Federation

THIS AGREEMENT IS MADE BETWEEN:

**CHETWYND PUBLIC LIBRARY BOARD,
FORT NELSON PUBLIC LIBRARY BOARD,
FORT ST. JOHN PUBLIC LIBRARY BOARD,
HUDSON'S HOPE PUBLIC LIBRARY BOARD,
POUCE COUPE MUNICIPAL LIBRARY BOARD,
TAYLOR PUBLIC LIBRARY BOARD AND
TUMBLER RIDGE PUBLIC LIBRARY BOARD.**

MISSION:

We are a supportive and collaborative library network focused on building stronger communities.

VISION:

A progressive alliance building stronger communities.

NORTH EAST LIBRARY FEDERATION

PART 1 - PURPOSES

1.0 The purposes of the Federation are:

- 1.1 To promote and encourage the development, operation and improvement of public library services under a Federation of public libraries and in particular with any other Federation, group or body in furthering the purposes of the North East Library Federation of BC, hereinafter called “NELF”.
- 1.2 To share materials through the service area by inter-library loan and reciprocal borrowing programs.
- 1.3 To investigate more efficient ways of sharing costs, programs, etc. between Federation members.
- 1.4 To develop, sponsor and promote library programs for Member Libraries.
- 1.5 To develop and sponsor continuing education and professional development opportunities for trustees and library staff.
- 1.6 To develop and promote public education programs with respect to public libraries.
- 1.7 To participate with one another and any other body or organization having similar purposes in the sharing of resources and information.
- 1.8 To encourage and support a formal networking liaison among librarians.
- 1.9 NELF shall not be carried on for the purpose of profit or gain for its members, and any of the profits of NELF accruing as an incident to the purposes of NELF shall be used in promoting its purposes and no part of such profits shall be payable or otherwise available for the personal benefit of any member of NELF.
- 1.10 In the event of the dissolution or winding up of NELF, distribution of remaining assets after assignment of liabilities shall be distributed to the Member Libraries on the basis of the per capita/per library funding formula used at the date of dissolution.

PART 2 – BYLAWS

2.0 DEFINITIONS

- 2.1 “Member Library” means a Board of a Public Library party to this Agreement.
- 2.2 “Chief Librarian(s)” or “Director(s) of Libraries” will be referred to as “Librarian(s)”
- 2.3 ”LDAG” means Library Directors Advisory Group and consists of the Librarians of the Member Libraries.
- 2.4 “Manager” is the person hired by the Board to manage NELF.
- 2.5 “Director” means a Trustee of a Member Library Board appointed to the NELF Board.

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- 2.6 “Meetings” may be in-person, via teleconference or Internet conference.
- 2.7 “Quorum” is a majority of Directors.
- 2.8 “Written notice” means by post or by electronic methods.
- 2.9 In these By-Laws, unless the context otherwise requires, the singular includes the plural and vice-versa, the masculine includes the feminine and vice-versa and reference to persons shall include firms, corporations and societies.

3.0 MEMBERSHIP

- 3.1 The members of NELF are the applicants for establishment of NELF and those public libraries who subsequently have become members.
- 3.2 It is the duty of each member, to comply with this Agreement and such rules and regulations as may be enacted from time to time.

4.0 CESSATION OF MEMBERSHIP

- 4.1 Any Member Library intending to cease membership in NELF shall give notice to the NELF Board in writing.
- 4.2 The effective date of such withdrawal shall be December 31st of the year in which the notice was given.
- 4.3 In the period between notice of withdrawal and the effective date of withdrawal the withdrawing Member Library will continue to have all of the benefits and responsibilities of membership.
- 4.4 The withdrawing member shall also be free to rescind its notice of withdrawal until November 30th of the year in which notice was given.
- 4.5 A Member Library which ceases to be a member of NELF shall have no claim to NELF assets.
- 4.6 Application to rejoin may be made in writing by any withdrawn Member Library.

5.0 BREACH OF AGREEMENT

- 5.1 Any Member Library which fails to perform its obligations under this Agreement shall be considered in breach of this Agreement and shall be given 30 days’ written notice from the NELF Board to correct the breach.
- 5.2 A Member Library that fails to correct the breach within the 30 days will cease to have any rights under this Agreement.
- 5.3 The Member Library’s financial obligation to NELF shall continue to be payable and such sum may be used to offset any payments due the Member Library under this Agreement.

6.0 NEW MEMBERS AND AGREEMENTS

- 6.1 A public library may submit a written request for NELF membership.
- 6.2 The admittance of a new member shall require the approval of the NELF Board.

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

7.0 DIRECTORS

- 7.1 Each Member Library must appoint 1 (one) of their active Trustees as a Director to the NELF Board.
- 7.2 Vacancies occurring between appointments are to be immediately filled by the Member Library.
- 7.3 The NELF Board must be immediately notified in writing of appointments of Directors.
- 7.4 In the absence of a Director a Member Library may appoint another active Trustee as an alternate to the NELF Board.
- 7.5 Directors or alternates are reimbursed only for necessary expenses incurred while acting on behalf of NELF. Expenses must be approved by the NELF Treasurer or Manager.
- 7.6 If a NELF Director, in the opinion of a majority of the NELF Directors, fails to fully participate in and contribute to the NELF Board, the NELF Chair shall address the concerns with the Director. If the issues are not resolved, the NELF chair shall notify the Member Library Board requesting that a new Director be appointed.

8.0 OFFICERS

- 8.1 The officers of the NELF Board, consisting of a Chair, Vice-Chair and Treasurer, shall be elected from amongst the sitting Directors at the Annual General Meeting, to be held no later than May 31st of each year.
- 8.2 The Manager is the NELF Board Secretary.
- 8.3 The Chair, Vice-Chair and Treasurer shall hold office until the next Annual General Meeting.
- 8.4 If a NELF Officer, in the opinion of a majority of the NELF directors, fails to represent the interests of NELF, the Board may vote to remove that Director from the executive position.
- 8.5 In the event that the officers are unable to complete their terms, the offices shall be filled by election from within the NELF Board.
- 8.6 The Chair is charged with the general oversight of the affairs and operations of NELF according to the approved job description.
- 8.7 The Vice-Chair shall carry out the duties of the Chair during his or her absence

9.0 .MEETINGS OF THE BOARD

- 9.1 All meetings shall follow Roberts Rules of Order, Newly Revised.

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- 9.2 There are at least 2 meetings per year.
- 9.3 Meetings require no less than 7 days' written notice stating time and place and including an agenda.
- 9.4 Meetings may be called by the Chair or by written request of at least 2 Directors.
- 9.5 In-Camera Board meetings include only Directors and invited attendees.

10.0 VOTING

- 10.1 Each Director or their alternate shall have 1 vote on any motion before the NELF Board.
- 10.2 In order for a motion to pass, it must have the approval of a majority of the Directors.
- 10.3 Votes may be by show of hand, secret ballot, electronic or telephone.
- 10.4 A NELF Director may appoint a proxy to vote on his behalf.
- 10.5 Any person may act as proxy as long as he is NELF Board member.
- 10.6 A proxy shall be delivered in writing to the NELF Secretary or appointee **before the meeting** is called to order in which the person named in the proxy proposes to vote.

11.0 COMMITTEES

- 11.1 The Board shall have the authority to appoint committees as necessary.
- 11.2 All committees shall conform to any rules imposed on them by the Board and shall report to the NELF Board as directed.
- 11.3 The NELF Board Chair or their designate is an ex-officio member of all committees.

12.0 STAFF SUPPORT

- 12.1 The Board appoints a Manager and other staff as required.
- 12.2 The Manager reports to the Board Chair.
- 12.3 All other staff report to the Manager.

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13.0 LDAG

- 13.1 The Librarian, or their alternate, of each Member Library participates in the LDAG.
- 13.2 The LDAG advises the NELF Board on policy and planning and supports the implementation of the strategic plan.
- 13.3 The LDAG meets on a monthly basis no more than 10 times per year.
- 13.4 LDAG members or their alternates attend meetings of the NELF Board, except for in-camera sessions.

14.0 BOARD MANUAL

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

15.0 AMENDMENTS TO NELF DOCUMENTS

- 15.1 The NELF Board may amend this Agreement by a majority vote provided that notice of motion has been given 30 days in advance of the vote

NORTH EAST LIBRARY FEDERATION

THE MEMBER LIBRARIES HAVE AGREED TO BE BOUND BY THE TERMS OF THIS AGREEMENT:

Note: see attached signature pages

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

CHETWYND PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

FORT NELSON PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

FORT ST. JOHN PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

HUDSON'S HOPE PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

POUCE COUPE PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

TAYLOR PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME

NORTH EAST LIBRARY FEDERATION

As a member of the North East Library Federation, we agree to be bound by the terms of this agreement:

TUMBLER RIDGE PUBLIC LIBRARY BOARD by its Authorized Signatory:

SIGNATURE

DATE

PRINT NAME