



North East Library Federation

Agreement

(2016)

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 STATEMENT:

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

VISION:

A progressive alliance building stronger communities.

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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 “Alternate” means the Librarian of a member library.
- 2.7 “Officer” means a director elected to an executive position.
- 2.8 “General meeting” is one that is open to all board members and/or alternates and to LDAG members and/or alternates
- 2.9 “Executive meeting’ is a meeting of the Officers/Executive committee.
- 2.10 “Meetings” may be in-person, via teleconference or Internet conference.
- 2.11 “Quorum” is a majority of Directors and/or Alternates.
- 2.12 “Written notice” means by post or by electronic methods.
- 2.13 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 Library member 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 Library member 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 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 Library member.

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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 must be submitted in writing and shall require the approval of the NELF Board.
- 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 of their active Trustees as a Director to the NELF Board.
- 7.2 Terms of Directors will stagger, beginning in 2016 and will be 2 years, from April 1 to March 31. The Manager will notify board members and their libraries of term expiries no later than January of each year. (*see Appendix 1*)
- 7.3 Vacancies occurring between appointments are immediately filled by the Member Library.
- 7.4 The NELF Manager must be immediately notified in writing of appointments of Directors.
- 7.5 The Librarian of the Member Library is the Alternate appointee to the NELF Board.
- 7.6 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.
- 7.7 If a NELF Director or Alternate, in the opinion of a majority of the NELF Directors, fails to fully participate in and contribute to the NELF Board, or fails to represent the interests of NELF, the NELF Chair shall address the concerns with the Director or Alternate. If the issues with regards to a Director are not resolved, the NELF chair shall notify the Member Library Board requesting that a new Director be appointed. If the issues with regards to an Alternate are not resolved, the Alternate will be removed until the Member Library Board addresses the issues with their Alternate and provides an assurance in writing to the NELF Board that the Alternate will act in compliance with this agreement.

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8.0 OFFICERS/EXECUTIVE COMMITTEE

- 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 first board meeting of the year to be held no later than May 31st of each year.
- 8.2 The Officers comprise the Executive Committee.
- 8.3 The Manager is the NELF Board Secretary and ex-officio member of the Executive Committee.
- 8.4 The Officers shall hold office until the next year's election.
- 8.5 The Officers may exercise all such powers and do all such acts and things as the NELF Board may exercise and do, and which are not by this agreement required to be exercised or done by the NELF Board at a meeting, but subject to the provisions of:
 - 8.5.1 All laws affecting NELF;
 - 8.5.2 These bylaws;
 - 8.5.3 Rules, not being inconsistent with these bylaws, which are made from time to time by the NELF board in general meeting.
- 8.6 No rule, made by the NELF Board in general meeting, invalidates a prior act of the Officers that would have been valid if that rule had not been made.
- 8.7 If a NELF Officer, in the opinion of a majority of the NELF Directors, fails to represent the interests of NELF, the NELF Board may vote to remove that Director from the executive position.
- 8.8 The Officers may as necessary appoint a Director as an Officer to fill a vacancy.
- 8.9 The Chair is charged with the general oversight of the affairs and operations of NELF according to the approved job description.
- 8.10 The Vice-Chair shall carry out the duties of the Chair during his or her absence.

9.0 MEETINGS OF THE BOARD AND OFFICERS

- 9.1 All meetings shall follow Roberts Rules of Order, Newly Revised.
- 9.2 There is at least 1 general board meeting per year.
- 9.3 There are at least 4 meetings of the Officers per year. All board members may attend and speak at meetings of the officers/executive committee, but only officers have voting rights at these meetings.
- 9.4 Meetings require no less than 7 days' written notice stating time and format and will include an agenda.
- 9.5 General meetings may be called by the Chair or by written request of at least 2 Directors.
- 9.6 In-Camera Board meetings only include Directors or Alternates and invited attendees.

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10.0 VOTING

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

11.0 COMMITTEES

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

12.0 STAFF SUPPORT

- 12.1 The NELF Board appoints a Manager and other staff as required.
- 12.2 The Manager reports to the NELF 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 regular basis no more than 6 times per year.
- 13.4 LDAG members or their alternates attend meetings of the NELF Board. LDAG alternates do not vote at NELF Board meetings nor do they attend in-camera sessions of the NELF Board.

14.0 BOARD MANUAL

- 14.1 The NELF 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.

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Appendix 1

Appendix 1

Director Terms

Chetwynd Public Library	2016-2018
Fort Nelson Public Library	2016-2017, then 2017-2019
Fort St. John Public Library	2016-2018
Hudson's Hope Public Library	2016-2017, then 2017-2019
Pouce Coupe Public Library	2016-2018
Taylor Public Library	2016-2017, then 2017-2019
Tumbler Ridge Public Library	2016-2018

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THE NELF board has voted by majority to adopt this agreement on October 12, 2016 binding the member libraries to its terms.