



North East Library Federation

Agreement

Approved by the NELF Board 2018 November 22

NORTH EAST LIBRARY FEDERATION

The parties hereby form a Library Federation (hereinafter called the “North East Library Federation”) under the Library Act (British Columbia) (RSBC c.264 1996) to provide library services as outlined in this agreement.

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

This Agreement will form the bylaws of the North East Library Federation, which may be amended as set out in Section 15 below.

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:

Dedicated to creating opportunities to strengthen our libraries.

VISION:

Strong libraries; strong 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.

PART 2 – BYLAWS

2.0 DEFINITIONS

- 2.1 “Member Library” means a Board of a Public Library party to this Agreement.
- 2.2 “Library Directors”, “Chief Librarian(s)”, “Head Librarians” or “Director(s) of Libraries” will be referred to as “Library Directors”.
- 2.3 ”LDAG” means Library Directors Advisory Group and consists of the Library Directors of the Member Libraries.
- 2.4 “Manager” is the person hired by the Board to manage NELF.
- 2.5 “Board Member” means a Trustee of a member library board appointed to the NELF Board.
- 2.6 “Alternate” means a Trustee of a member library board appointed to attend NELF meetings when the Board Member is unavailable.
- 2.7 “Officer” means a Board Member elected to an executive position.

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- 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 “Meetings” may be in-person, via teleconference or Internet conference.
- 2.10 “Quorum” is a majority of Board Members and/or Alternates.
- 2.11 “Written notice” means by post or by electronic methods.
- 2.12 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 which 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 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 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.

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6.0 NEW MEMBERS AND AGREEMENTS

- 6.1A public library must submit a written request for NELF membership. The Manager will inform Libraries Branch within one month of the Federation receiving such a request.
- 6.2The admittance of a new member shall require the approval of the NELF Board. The Manager will notify Libraries Branch of new members within one month of admittance.

7.0 BOARD MEMBERS

- 7.1 Each Member Library must appoint one of their active Trustees as a Board Member and one of their active Trustees as the Alternate to the NELF Board no later than March 31 of each year.
- 7.2 Vacancies occurring between appointments are immediately filled by the Member Library.
- 7.3 The NELF Manager must be immediately notified in writing of all appointments of Board Members.
- 7.4 Board Members 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.

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 Board Members at the first board meeting of the year to be held no later than May 31st of each year.
- 8.2 The Officers shall hold office until the next year's election.
- 8.3 The Officers may as necessary appoint a Board Member as an Officer to fill a vacancy on a temporary basis until an election from among all Board
- 8.4 The Vice-Chair shall carry out the duties of the Chair during his 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 one general board meeting per year.
- 9.3 There are at least 2 meetings of the Officers per year. All Board Members may attend and speak at meetings of the officers 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 Board Members.

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9.6 In-Camera Board meetings only include Board Members or Alternates and invited attendees.

10.0 VOTING

10.1 Each Member Library shall have one vote on any motion before the NELF Board. Only Board Members or Alternates are able to vote.

10.2 In order for a motion to pass, it must have the approval of a majority of Board Members and/or Alternates.

10.3 Votes may be by show of hand, secret ballot, electronic or telephone.

10.4 A NELF Board Member 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 Board Member 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.

13.0 LDAG

13.1 The Library Director, 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 members and alternates do not vote at NELF Board meetings nor do they attend in-camera sessions of the NELF Board unless invited to do so by the NELF Board.

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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 notice of motion has been given 30 days in advance of the vote.

16.0 FINANCES AND RECORDS

- 16.1 The Board appoints at least two signing officers.
- 16.2 The Treasurer and Manager prepare a provisional budget for the upcoming year, which is approved by the LDAG at least two months prior to the end of the fiscal year.
- 16.3 The Board approves the budget prior to the new fiscal year.
- 16.4 The Board authorizes all changes to the approved budget.
- 16.5 Accounts and financial records are maintained according to generally accepted accounting principles.
- 16.6 The Manager ensures that monthly financial reports are prepared and submitted to the Treasurer each month and posts the financial reports to a secure NELF website quarterly.
- 16.7 The Manager ensures that year-end financial statements are prepared and submits them to the Treasurer and Chairperson within 30 days of year end. Once they are approved by the Board and signed, the Manager posts the financial statements to a secure NELF website.
- 16.8 The Manager ensures that the Statement of Financial Information (SOFI) is prepared and submits it to the Treasurer and Chairperson for their review by April 15th of each year. Once the SOFI has been approved by the Board and signed, the Manager submits the SOFI to Libraries Branch by the due date.
- 16.9 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 by Libraries Branch at the date of dissolution.

