

## **BY-LAWS OF Inland Northwest Library Group (INLG)**

*Originating Date: 8/1/11*

### **ARTICLE I: NAME AND FORM OF ORGANIZATION**

**Section 1.1 Name.** The name of INLG shall be Inland Northwest Library Group (INLG).

**Section 1.2 Principal Office.** INLG is organized as an Idaho Corporation located at the Latah County District Library, 110 South Jefferson Street, Moscow ID 83843. INLG may have such other offices as the Board of Directors may designate or as the business of INLG may require from time to time.

**Section 1.3 Registered Office.** The registered office of INLG required by the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code (“Act”), to be maintained in the State of Idaho shall be located at the Latah County District Library, 110 South Jefferson Street, Moscow ID 83843.

### **ARTICLE II: MEMBERS**

**Section 2.1 Admission to membership.** Any library consortium may be admitted as a member of INLG upon approval of the Board of Directors and payment of the assessments, dues, and fees set by the Board of Directors. The Board of Directors shall establish criteria for membership and in applying for membership a library consortium shall fulfill such criteria as are in existence as of the time of the application. Each library consortium shall designate an individual to represent the consortium. Conditions of membership and procedures for the suspension or termination of a membership by INLG are described in Article VI of these bylaws. Each consortium shall be responsible for the assessments, dues, and fees set by the Board of Directors for any year in which such consortium continues to be a member.

### **ARTICLE III. MEETINGS**

**Section 3.1 Meetings.** The annual meeting of the members shall be held on such date and at such time as the Board of Directors shall fix each year for the purpose of transacting such business as may come before INLG.

(a) **Special Meetings.** A co-president or a member of the Board of Directors may call special meetings of the members for any purpose or purposes. The co-presidents shall call a special meeting of the members upon the written request of members having at least one-tenth (1/10) of the votes entitled to vote at such meeting.

(b) **Place of meeting.** The co-presidents or the Board of Directors may designate any place as the location for any meeting.

- (c) **Notice of meetings.** It shall not be necessary for notice of annual meetings to be given to each Board of Directors member entitled to vote at such meetings. The secretary, the co-presidents, or members of the Board of Directors shall endeavor to give notice to as many members as reasonably practicable by email.
- (d) **Officers of the members meetings.** The presiding officer or officers at members' meetings shall be the co-presidents or, in the absence of the co-presidents, the co-vice presidents, or a chairperson elected by the members present at the meeting.
- (e) **Quorum and voting requirements.** Fifty percent plus one of the members entitled to vote, represented in person or electronic attendance, shall constitute a quorum at a meeting of members. The members present at a duly organized and convened meeting where a quorum has been present can continue to do business as a quorum until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by the Act, the Articles or these Bylaws.
- (f) **Proxies.** No proxy shall be valid.
- (g) **Action by Members Without a Meeting.** Any action required or permitted to be taken at a meeting of the members of INLG may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of members and may be stated as such in any articles or documents filed with the Idaho Secretary of State under the Act.

#### **ARTICLE IV: MANAGEMENT AND ADMINISTRATION**

**Section 4.1 Board of Directors.** The management and administration of the affairs of this Corporation shall be by a Board of Directors consisting of:

- (a) **Election and Qualification of Directors.** The number of Directors serving on the Board of Directors shall be fixed pursuant to resolutions adopted by the Board of Directors. Each Director shall serve a term of one year. The names and addresses of the members of the first Board of Directors have been stated in the Articles. Such persons shall hold office until their successors shall have been elected and qualified. At the first meeting of the Board of Directors, the existing Directors shall elect Directors to hold office until the next annual meeting of the Board of Directors, and the Board of Directors shall be elected

in a like manner every year thereafter. Each Director shall hold office for the term for which such Director is elected and until such Director's successor shall have been elected and qualified. Directors need not be residents of the State of Idaho or representatives of members of INLG.

- (b) **Number of Directors.** The ten-member Board shall consist of five members from each of the founding consortia – VALNet and CIN – selected at the discretion of each consortium. Should INLG expand, representation on the Board of Directors will be apportioned among participating consortia.
- (c) **Other Representatives.** Two representatives, one from the INLG Bibliographic Standards Committee and one from the INLG Circulation Committee, as established by the Board, will serve as non-voting members of the board. Each committee will appoint its representative. Expansion of board membership is at the discretion of the Board of Directors.
- (d) **Vacancies.** Any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors for a term of office continuing only until the next regular election of Directors.
- (e) **Removal of Directors.** At a meeting of the Board of Directors called expressly for that purpose, any Director may be removed with cause by a vote of a majority of the Directors then in office. Any Director may be removed at such a meeting without cause by a vote of two-thirds of the Directors then in office.

#### **Section 4.2 Conflict of Interest.**

- (a) **Disclosure.** Any Director who has an interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts known to such a person about the contract or transaction that might reasonably be construed to be adverse to INLG's interest.
- (b) **Financial benefit.** No Director shall cast a vote on any matter which has a direct bearing on services to be provided by that Director, or any organization which such Director represents or which such Director has an ownership interest or is otherwise interested or affiliated, which would directly or indirectly financially benefit such Director. All such services will be fully disclosed or known to the Board members present at the meeting at which such contract shall be authorized. Furthermore, the majority of the Board of

Directors will be non-salaried and will not be related to salaried personnel or to parties providing services. In addition, the salaried individuals cannot vote on their own compensation, and compensation decisions will be made by the Board of Directors.

**Section 4.3 Officers.** The officers of INLG shall be a president or co-presidents, vice-president or co-vice presidents, secretary, and treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

**Section 4.4 Officers Election, Term of Office and Duties.**

- (a) The officers of INLG shall be elected annually at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as practicable thereafter. Each officer shall hold office until a successor shall have been duly elected and shall have qualified, until such officer's death, or until such officer shall resign or shall have been removed in the manner hereinafter provided. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of INLG will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.
- (b) **Co-presidents.** The co-presidents shall be appointed by the Board of Directors for a term of one year at the first annual meeting of INLG. The co-presidents shall be the principal executive officer(s) of INLG and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of INLG. The co-presidents shall, when present, preside at all meetings of the members of the Board of Directors. The co-presidents may sign, with the secretary or any other proper officer of INLG thereunto authorized by the Board of Directors, any promissory notes, deeds, mortgages, leases, contracts, or other instruments that the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of INLG, or shall be required by law to be otherwise signed or executed. The co-presidents or their designee shall co-sign all checks or other deposit account withdrawals in excess of five hundred dollars (\$500.00) and, in general, shall perform all duties incident to the office of co-presidents and such other duties as may be prescribed by the Board of Directors from time to time. Co-presidents will decide between themselves who will create agenda, arrange meeting places, run meetings or perform any other duties of the office.

- (c) **Co-vice presidents.** The co-vice presidents shall be appointed by the Board of Directors for a term of one year at the annual meeting of INLG and will take office at the conclusion of the annual meeting. In the absence of the a co-president or in the event of a co-president's death, or inability or refusal to act, the co-vice presidents shall perform the duties of the a co-president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the co-president and shall perform such other duties as from time to time may be assigned to the co-vice presidents by the co-presidents or by the Board of Directors.
- (d) **Secretary.** The secretary shall attend all meetings of the Board of Directors and shall prepare and maintain proper minutes of those meetings. The secretary shall be the custodian of the official seal of INLG, if any, and shall affix that seal on all documents executed on behalf of INLG, pursuant to due authorization by the Board of Directors. The secretary shall have the custody of and properly protect all executed deeds, leases, agreements and other legal documents and records to which INLG is a party or by which it is legally affected. The secretary shall in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the co-presidents or the Board of Directors.
- (e) **Treasurer.** The treasurer shall be the principal financial officer of INLG and shall have charge and custody of and be responsible for all funds of INLG. The treasurer or her/his designee shall sign all checks and promissory notes of INLG and shall receive and give receipts for moneys due and payable to INLG from any source whatsoever and deposit all such moneys in the name of INLG in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws. The treasurer shall keep or cause to be kept, adequate and correct accounts of INLG, including accounts of its assets, liabilities, receipts and disbursements. The treasurer shall submit to the Board of Directors and the co-presidents when required, statements of the financial affairs of INLG. The treasurer shall in general perform all of the financial duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the co-presidents or the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine. In the event that the Board of Directors chooses to outsource its fiscal activities, the treasurer will act as liaison between the Board of Directors and the fiscal agent.

## ARTICLE V. MISCELLANEOUS

Section 5.1 **Indemnification of Officers, Directors, Employees and Agents.** The Corporation may indemnify Directors, officers, employees and agents of the Corporation to the extent permitted by, and in accordance with, the Act. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of INLG, or is or was serving at the

request of INLG as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not INLG would have the power to indemnify such person against such liability.

**Section 5.2 Books and Records.** At its registered office or principal place of business, INLG shall keep: (i) correct and complete books and records of account; (ii) minutes of the proceedings of its members and Board of Directors; and (iii) a record of the names and addresses of all Members. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 5.3 Loans.** No loans shall be contracted on behalf of INLG and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**Section 5.4 Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of INLG, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of INLG, and such authority may be general or confined to specific instances.

**Section 5.5 Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of INLG, shall be signed by such officer or officers, agent or agents of INLG as provided in these Bylaws or in such manner as shall from time to time be determined by the Board of Directors.

**Section 5.6 Deposits.** All funds of INLG not otherwise employed shall be deposited from time to time to the credit of INLG in such banks, trust companies or other depositories as the Board of Directors may select.

**Section 5.7 Gifts.** The Board of Directors may accept on behalf of INLG any contribution, gift, bequest or devise for the general purposes or for any special purpose of INLG.

**Section 5.8 Annual Financial Statements.** The officers of INLG shall cause a balance sheet as of the closing date of the last fiscal year which is October 1 – September 30, together with a statement of income and expenditures for the year ending on that date, to be prepared and presented to the Directors at each annual meeting of the Board of Directors.

**Section 5.9 Fiscal Year.** The fiscal year of INLG shall begin on the first day of October and end on the last day of October in each year, except that the first fiscal year shall begin on the date of incorporation.

**Section 5.10 Regulation of Internal Affairs.** The internal affairs of INLG shall be regulated as set forth in these Bylaws to the extent that these Bylaws are lawful under the Act. With respect to any matter not covered in these Bylaws, the provisions of the Act shall be controlling so long as such provisions of the Act are not inconsistent with the lawful provisions of these Bylaws.

**Section 5.11 Amendments.** These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors of INLG at any regular or special meeting.

**Section 5.12 Representation.** If and when a new member consortium is added, the Board must review these Bylaws regarding the size of the Board and representation.

## ARTICLE VI. WITHDRAWAL

**Section 6.1 Voluntary Withdrawal.** A INLG member that wishes to voluntarily withdraw shall give written notification to the Board of Directors no later than March 1. Notification will indicate the nature of the cause(s) of the member's contemplated action. The member's representative will attend the next scheduled meeting of the Board of Directors, and present such information as the member believes to be relevant to their decision. Withdrawal will be effective the following October 1 unless an earlier date is mutually agreed upon.

**Section 6.2 Expulsion.** The INLG Board of Directors may terminate the membership of any member for violation of the current criteria for membership by an affirmative vote of  $\frac{3}{4}$  of the Board at any meeting of the Board called for that purpose. Notification of such meeting must be furnished to the member library consortium not less than thirty (30) days prior to the meeting date, indicating in writing the nature of the cause(s) for the Board's contemplated action. The member's representative will be entitled to attend the Board meeting, and present such information as the member believes to be relevant to the Board's consideration prior to voting. The effective date of termination of INLG membership will be determined by the Board, but may not be less than ninety (90) days after the approval of a resolution to expel unless an earlier date is mutually agreed upon in writing by the INLG Board and the expelled member.

**Section 6.3 Rights and Obligations of Withdrawing Consortia.** Any member that withdraws or is terminated according to the terms of this article shall receive a machine readable copy of its patron and materials records, and its current transaction file upon discharge of all obligations due to INLG. Costs associated with removal of records from the INLG database, production of the copy, including but not limited to necessary computer programming, processing,

computer tape and incidental supplies, etc., will be borne by the withdrawing or terminated consortium.

**Section 6.4** A withdrawing or terminated consortium will not be entitled to reimbursement for any assessments, dues, or fees already paid. A withdrawing or terminated consortium may claim any equipment to which it holds clear title. All expenses associated with the removal and relocation of such equipment will be borne by the withdrawing or terminated consortium.

**Section 6.5** The withdrawal or termination of any consortium for any reason shall not relieve that consortium from the obligation to discharge any and all obligations due and payable by it to INLG, including obligations undertaken by the member for the fiscal year or other period immediately preceding the effective date of withdrawal.

**Section 6.6** Notwithstanding any other provision of this article, a contracting consortium who, because of a change to these bylaws which constitutes a violation of a term of such contract, withdraws according to the terms of that contract shall not bear the costs of withdrawal described above and shall not be subject to the notice requirements of this article. Such consortium will be provided with a copy of their records as described above at no cost to them.

The undersigned, being the Secretary of INLG, does hereby certify that the foregoing Bylaws were duly adopted as the official Bylaws of INLG by unanimous consent of the Directors of INLG on the

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Date

Name/Title